

RESOLUTION NO. 21984

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Design Upon Request Services on Contract I-19-4498 on the Tri-State Tollway (I-294). Infrastructure Engineering, Inc. submitted a proposal to provide such services for an upper limit of compensation not to exceed \$5,000,000.00. The proposal is for construction-related professional services. The services were procured pursuant to Section 30-15(c) of the Illinois Procurement Code, 30 ILCS 500/30-15(c).

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with Infrastructure Engineering, Inc. to obtain Design Upon Request Services on Contract No. I-19-4498 with an upper limit of compensation not to exceed \$5,000,000.00, subject to review and approval by the General Counsel. The Chairman/Chief Executive Officer of the Tollway is authorized to execute the agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by



Chairman



April 24, 2020

Mr. Michael Sutton, P.E.
President
Infrastructure Engineering, Inc.
One South Wacker Drive, Suite 2650
Chicago, IL 60606

**Re: Contract I-19-4498
Tri-State Tollway,
Design Upon Request
On-call and As-needed
Design Section Engineering Services**

NOTICE TO PROCEED

Dear Mr. Sutton:

We are pleased to notify you that the Tollway's Board of Directors has approved your proposal dated March 9, 2020, for Design Section Engineering Services for Contract I-19-4498. You are hereby authorized to commence with the work as of April 24, 2020, and as defined in Exhibit "F" Scope of Work contained in your proposal. A duplicate original of the contract will follow shortly by mail.

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

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

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

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

Contract I-19-4498
Notice to Proceed
Page 2 of 2

Please contact Carlos Tibbs at 630-241-6800 extension 4871 for further information.

Sincerely,



Eric Ocoomy
Chief of Contract Services
EO: cmhg

cc: Greg Stukel
Carlos Tibbs
John Donato
Contract Services
Program Controls
Lane Closures

Dorothy Jablonski
Sue Biggs
Eleanor Curcuro
Paul Kovacs

File: 02.4498.01.04 LT_Tollway_EO_4498Infrastructure-NTP_04242020



Contract: I-19-4498

PSB: 19-3 Item #13

Consultant: Infrastructure Engineering, Inc.

PM: Carlos Tibbs

Reviewer: Meiyu Liu

Review Date: 3/17/2020

Resolution: Completed

Agreement Completed

Proposal 3/9/2020

Certifications/Disclosures Completed

Delinquent Debt: Completed

DBE Compliance: Completed

W-9 Form NA

Certificate of Good Standing: Completed

Certificate of Insurance: Completed

Exhibits A-H

Infrastructure Engineering, Inc.

- All exhibits are OK.

AECOM Technical Services, Inc.

- All exhibits are OK.

DLZ Illinois, Inc.

- All exhibits are OK.

Juneau Associates, Inc., P.C.

- All exhibits are OK.

KDM Engineering, LLC

- All exhibits are OK.

Wang Engineering, Inc.

- All exhibits are OK.

1.5.13 Item 13 I-19-4498, Tri-State Tollway, Design Upon Request

This project has a 30.0% D/M/WBE participation goal and 3.0% VOS/SDVOSBE participation goal.

Phase II engineering services are required for work tasks that may include preparation of contract plans and engineering studies and other technical services as directed by the Illinois Tollway. Typical tasks will include projects that are required for the Tollway system, and may include, but not be limited to:

1. Corridor landscaping.
2. Truck parking design at locations determined by the Illinois Tollway.
3. Community improvements at 87th and Roberts Road.
4. Pedestrian overpass in Schiller Park.
5. On call and as- needed work related on the Tollway system.

The upper limit of compensation will be set at \$5,000,000 to be authorized for use as individual projects are needed.

The prime firm must be prequalified by IDOT in the following categories:

**Highways (Freeway)
Structures (Highway Bridges: Typical)**

The Illinois Tollway will allow a Prime consultant to meet the prequalification for Structures (Highway Bridges: Typical), through a subconsultant.

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

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

Schedule: This project is scheduled to start in 2020.

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

This project will be managed through the Illinois 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 Illinois Tollway will furnish the Consultant with guidelines for the Consultant's Quality Program (CQP). The CQP is due fourteen (14) days after the Illinois Tollway's issuance of the Notice to Proceed.

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

Exhibit A – Proposed Staff

PSB 19-3

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

| Project Manager (Items 1-10,13) | | | |
|---------------------------------|-----------------------------------|--------|----|
| Name: | Raspal Bajwa | | |
| Firm: | Infrastructure Engineering, Inc. | | |
| Category: | IL Licensed Professional Engineer | | |
| License #: | 06250163 | | |
| Year Registered: | 1995 | State: | IL |
| Office Address: | One South Wacker Drive Chicago IL | | |
| City: | Chicago | State: | IL |

| Roadway Design (Items 1-10,13) | | | |
|--------------------------------|-----------------------------------|--------|----|
| Name: | Nick Otte | | |
| Firm: | Infrastructure Engineering, Inc. | | |
| Category: | IL Licensed Professional Engineer | | |
| License #: | 062067220 | | |
| Year Registered: | 2015 | State: | IL |
| Office Address: | One South Wacker Drive Chicago IL | | |
| City: | Chicago | State: | IL |

| Structural Design (Items 1-9, 11,13) | | | |
|--------------------------------------|--|--------|----|
| Name: | Steve Karlowksi | | |
| Firm: | Infrastructure Engineering, Inc. | | |
| Category: | IL Licensed Professional Structural Engineer | | |
| License #: | 081004663 | | |
| Year Registered: | 1987 | State: | IL |
| Office Address: | One South Wacker Drive Chicago IL | | |
| City: | Chicago | State: | IL |

| Resident Engineer (Items 1-8,10) | | | |
|----------------------------------|--|--------|--|
| Name: | | | |
| Firm: | | | |
| Category: | | | |
| License #: | | | |
| Year Registered: | | State: | |
| Office Address: | | | |
| City: | | State: | |

| Materials Coordinator(Items 1-8,10) | | | |
|-------------------------------------|--|--------|--|
| Name: | | | |
| Firm: | | | |
| Category: | | | |
| License #: | | | |
| Year Registered: | | State: | |
| Office Address: | | | |
| City: | | State: | |

| Document Technician (Items 1-8,10) | | | |
|------------------------------------|---|--------|--|
| Name: | | | |
| Firm: | | | |
| Category: | | | |
| License #: | Documentation Certification Number- IDOT class S-14 | | |
| Year Registered: | | State: | |
| Office Address: | | | |
| City: | | State: | |

| Materials QA Technician (Items 1-11) | | | |
|--------------------------------------|--|--------|--|
| Name: | | | |
| Firm: | | | |
| Category: | | | |
| License #: | | | |
| Year Registered: | | State: | |
| Office Address: | | | |
| City: | | State: | |

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Exhibit A – Proposed Staff
PSB 19-3, continued

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

| | | | |
|-------------------------------------|-----------------------------------|--------|----|
| Project Engineer (Item 9,13) | | | |
| Name: | Alexander Lane | | |
| Firm: | Infrastructure Engineering, Inc. | | |
| Category: | IL Licensed Professional Engineer | | |
| License #: | 062-063261 | | |
| Year Registered: | 2011 | State: | IL |
| Office Address: | One South Wacker Drive Chicago IL | | |
| City: | Chicago | State: | IL |

| | | | |
|-------------------------------|------------------------------------|--------|--|
| Architectural (Item 9) | | | |
| Name: | | | |
| Firm: | | | |
| Category: | IL Licensed Professional Architect | | |
| License #: | | | |
| Year Registered: | | State: | |
| Office Address: | | | |
| City: | | State: | |

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|-----------------------------------|-----------------------------------|--------|--|
| Electrical Design (Item 9) | | | |
| Name: | | | |
| Firm: | | | |
| Category: | IL Licensed Professional Engineer | | |
| License #: | | | |
| Year Registered: | | State: | |
| Office Address: | | | |
| City: | | State: | |

| | | | |
|-----------------------------------|-----------------------------------|--------|--|
| Mechanical Design (Item 9) | | | |
| Name: | | | |
| Firm: | | | |
| Category: | IL Licensed Professional Engineer | | |
| License #: | | | |
| Year Registered: | | State: | |
| Office Address: | | | |
| City: | | State: | |

| | | | |
|--------------------------|---|--------|----|
| QC/QA (Item 9,13) | | | |
| Name: | Michael Kelly | | |
| Firm: | Infrastructure Engineering, Inc. | | |
| Category: | IL Licensed Professional Engineer for roadway and IL Licensed Structural Engineer for structural elements | | |
| License #: | 062054944 | | |
| Year Registered: | 2001 | State: | IL |
| Office Address: | One South Wacker Drive Chicago IL | | |
| City: | Chicago | State: | IL |

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|--------------------------|---|--------|---|
| QC/QA (Item 9,13) | | | |
| Name: | Ken Smorynski | | |
| Firm: | Infrastructure Engineering, Inc. | | |
| Category: | IL Licensed Structural Engineer for structural elements | | |
| License #: | 081005763 | | |
| Year Registered: | 2001 | State: | L |
| Office Address: | One South Wacker Drive Chicago IL | | |
| City: | Chicago | State: | L |

| | | | |
|----------------------------------|--|--------|--|
| Project Manager (Item 11) | | | |
| Name: | | | |
| Firm: | | | |
| Category: | IL Licensed Professional Engineer or IL Licensed Structural Engineer | | |
| License #: | | | |
| Year Registered: | | State: | |
| Office Address: | | | |
| City: | | State: | |

| | | | |
|-----------------------------------|--|--------|--|
| Project Engineer (Item 11) | | | |
| Name: | | | |
| Firm: | | | |
| Category: | IL Licensed Professional Engineer or IL Licensed Structural Engineer | | |
| License #: | | | |
| Year Registered: | | State: | |
| Office Address: | | | |
| City: | | State: | |

| | | | |
|------------------------------------|-----------------------------------|--------|--|
| Geotechnical Lead (Item 12) | | | |
| Name: | | | |
| Firm: | | | |
| Category: | IL Licensed Professional Engineer | | |
| License #: | | | |
| Year Registered: | | State: | |
| Office Address: | | | |

| | | | |
|------------------------------------|--|--------|--|
| Geotechnical Lead (Item 12) | | | |
| Name: | | | |
| Firm: | | | |
| Category: | | | |
| License #: | | | |
| Year Registered: | | State: | |
| Office Address: | | | |

Exhibit A – Proposed Staff
PSB 19-3, continued

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|-------|--|--------|--|
| City: | | State: | |
|-------|--|--------|--|

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|-------|--|--------|--|
| City: | | State: | |
|-------|--|--------|--|

**Exhibit A – Proposed Staff
PSB 19-3, continued**

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

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

| Project Engineer (Item 12) | | | |
|-----------------------------------|--|--------|--|
| Name: | | | |
| Firm: | | | |
| Category: | | | |
| License #: | | | |
| Year Registered: | | State: | |
| Office Address: | | | |
| City: | | State: | |

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

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

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

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

*If work is being performed by a Sub-consultant list firm name also.
**Note the specific function listed in the Item description for Key Personnel

Exhibit A continued
Attach resumes for Key Project Personnel.

| <u>Management</u> | <u>Professionals</u> | <u>Technical Staff</u> |
|-----------------------|-------------------------------------|--|
| Total <u>1</u> | Engineers <u>11</u> | Technicians <u>3</u> |
| | Land Surveyors <u>1</u> | Draftsmen _____ |
| | Architects _____ | Survey Crew _____ |
| | Others _____ | Clerical _____ |
| | Total <u>12</u> | Other _____ |
| | | Total <u>3</u> |
| | | Total Projected Staff <u>16</u> |

Exhibit A – Proposed Staff

PSB# 19-3

Item# 13

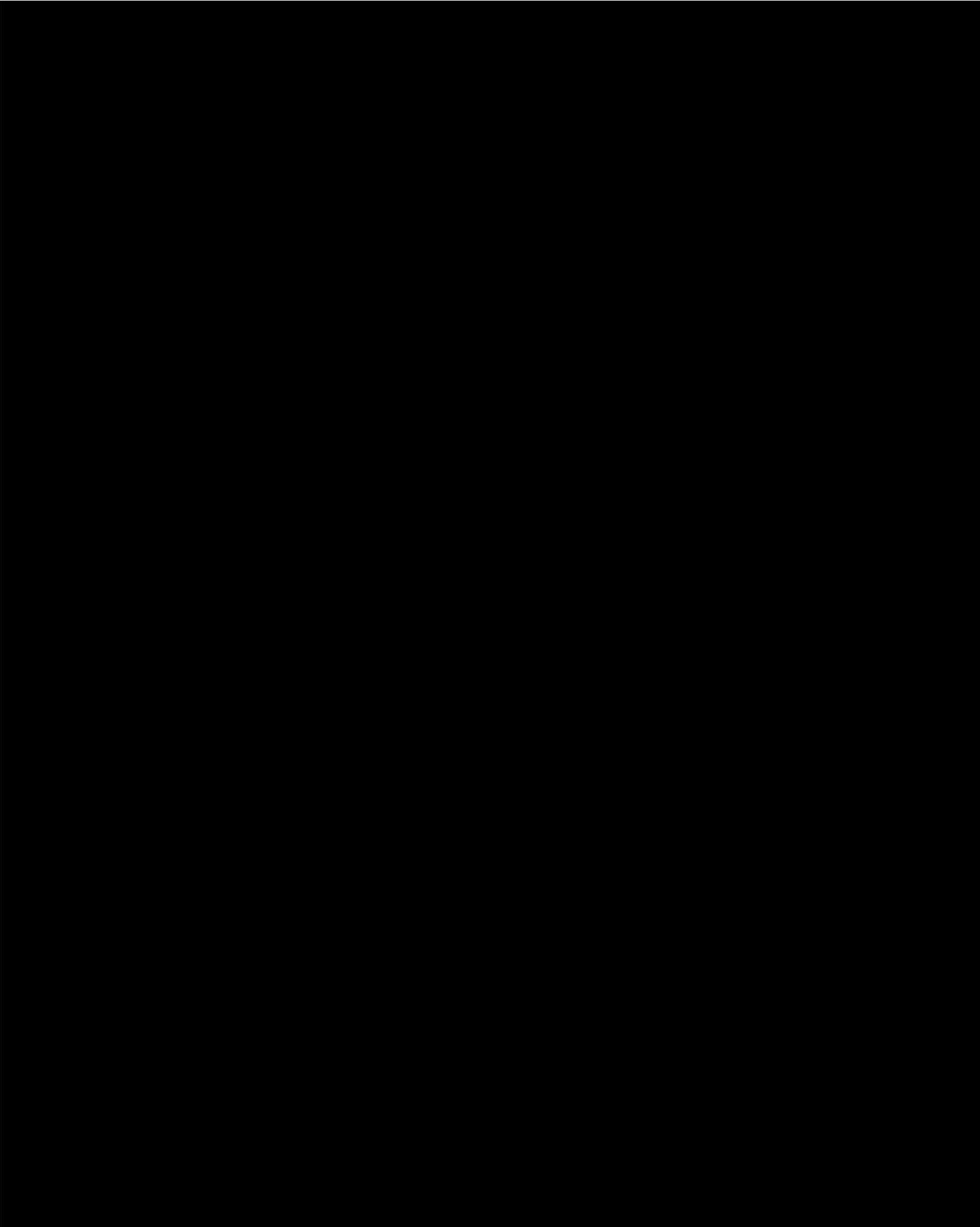
Firm will complete project within estimated time listed in the project advertisement. Yes No

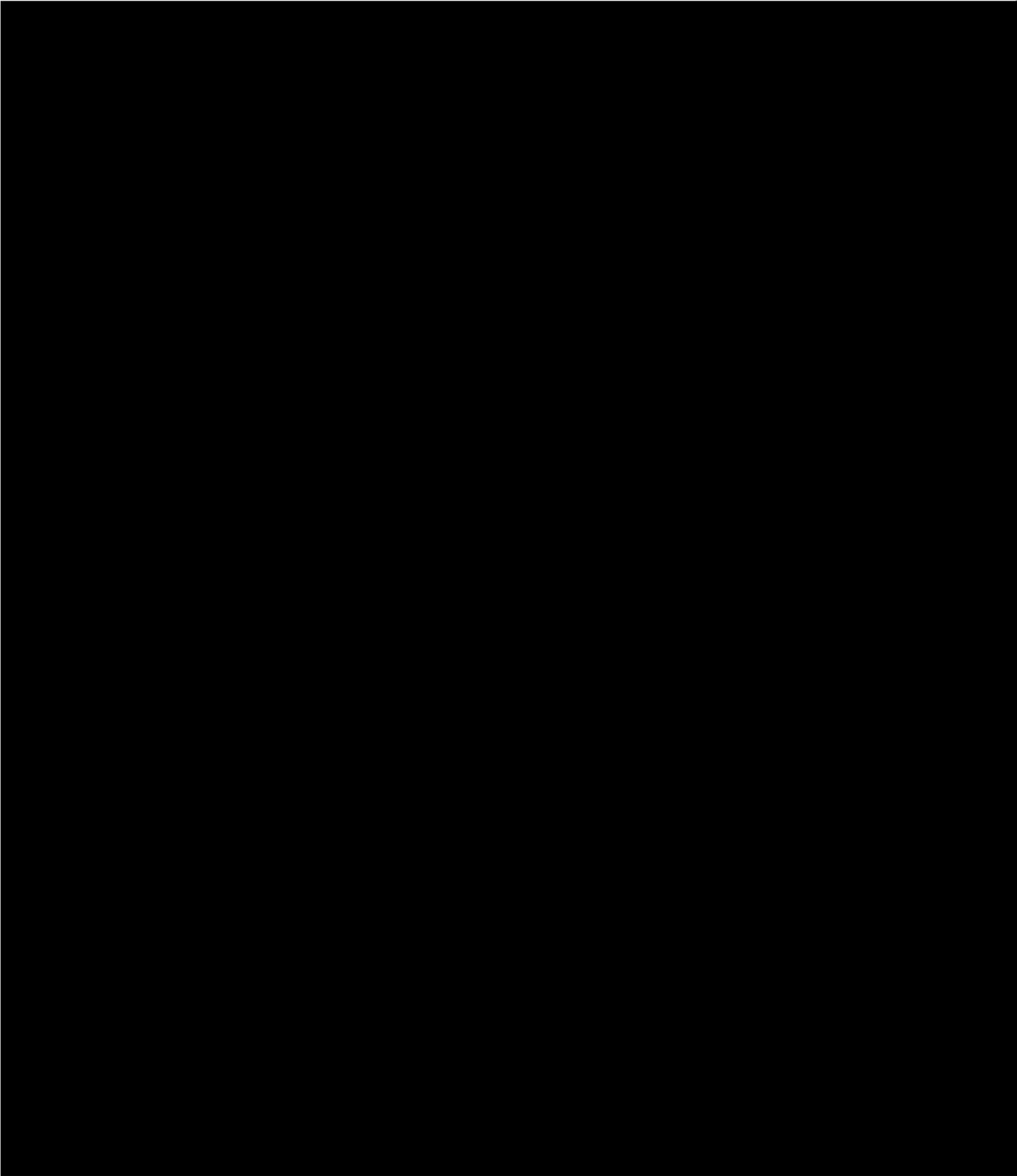
If **Yes**, provide completion date and/or number of months. _____

If **No**, explain:

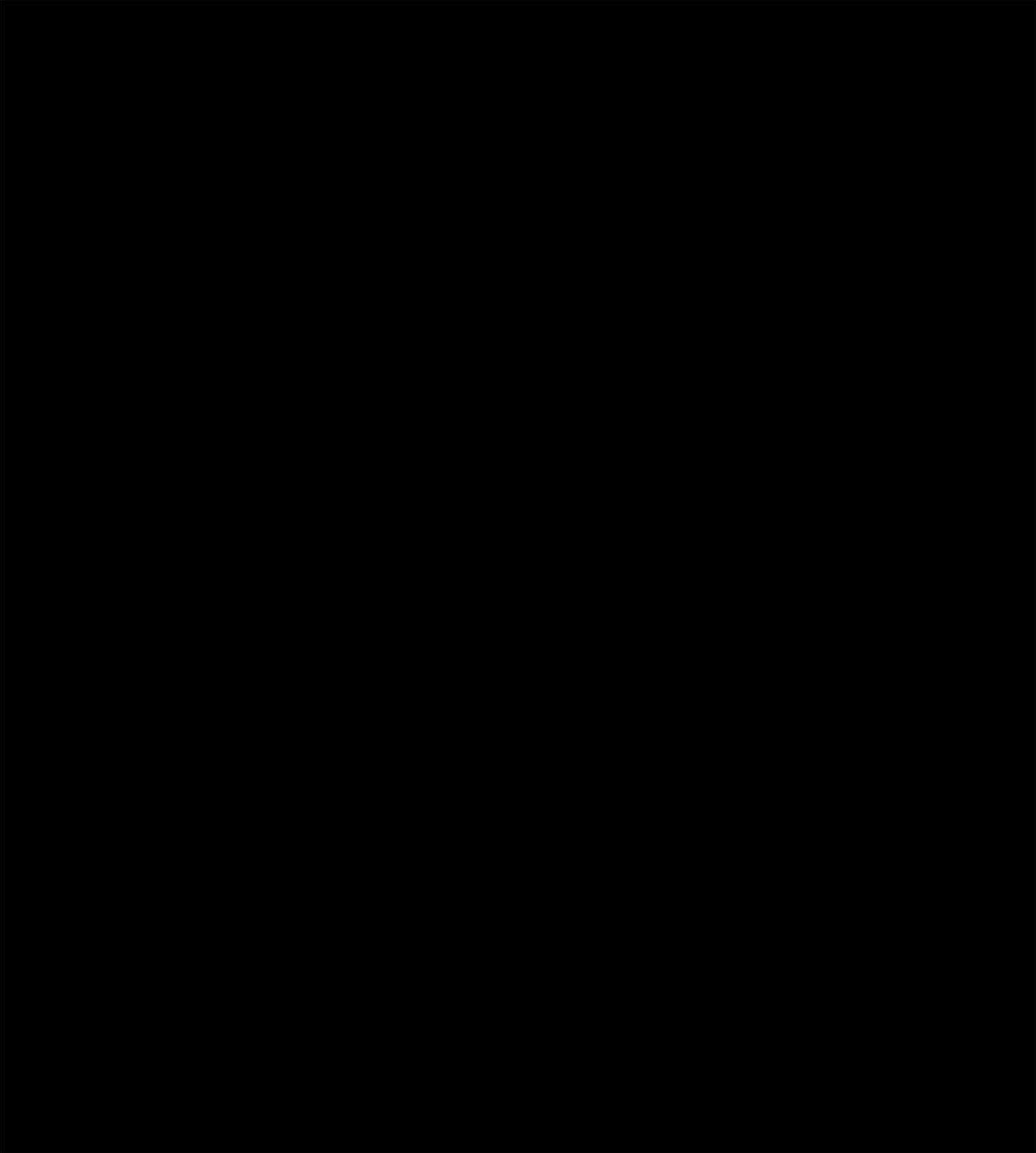
Exhibit A

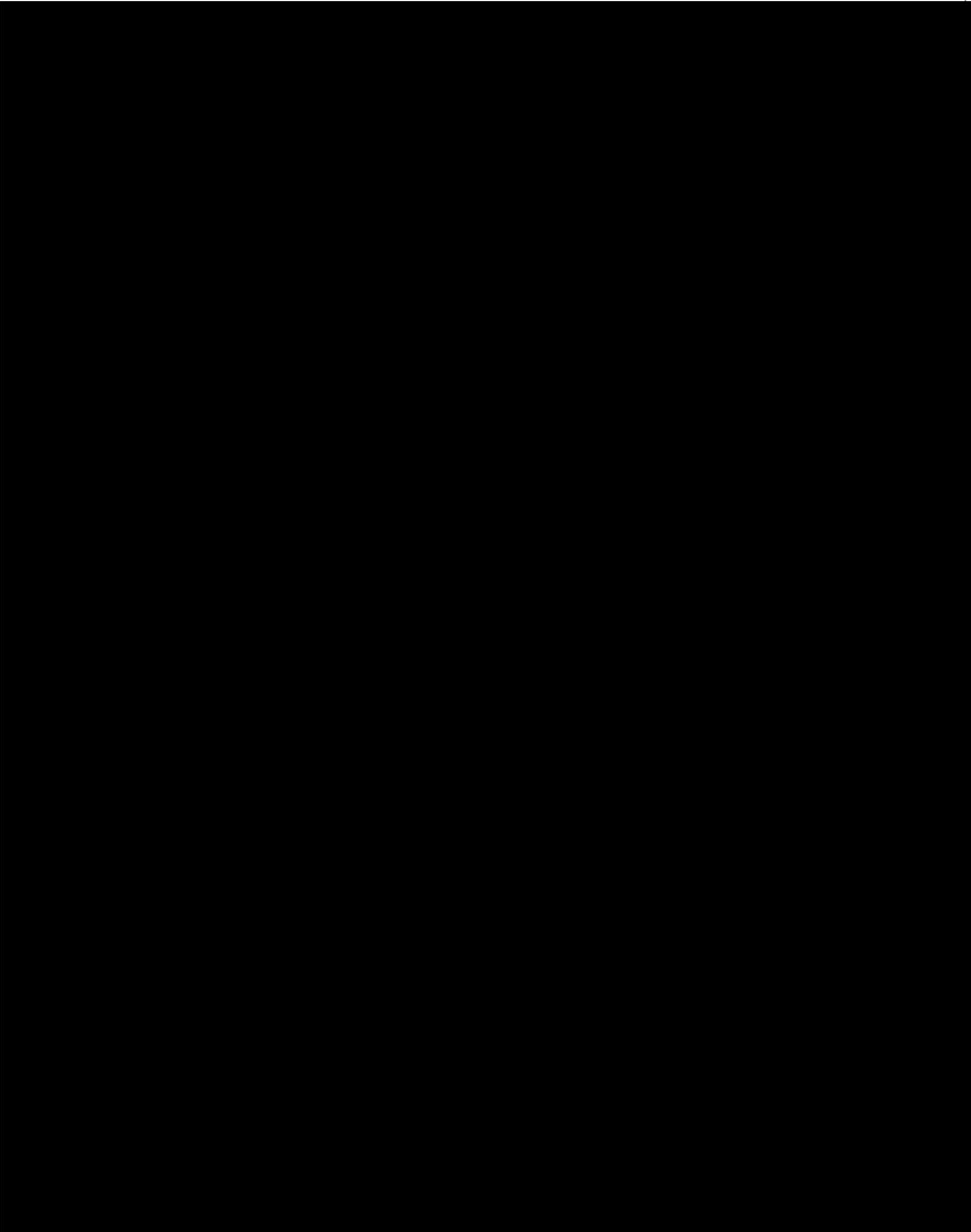
RASPAL BAJWA, P.E., C.F.M. | Project Manager

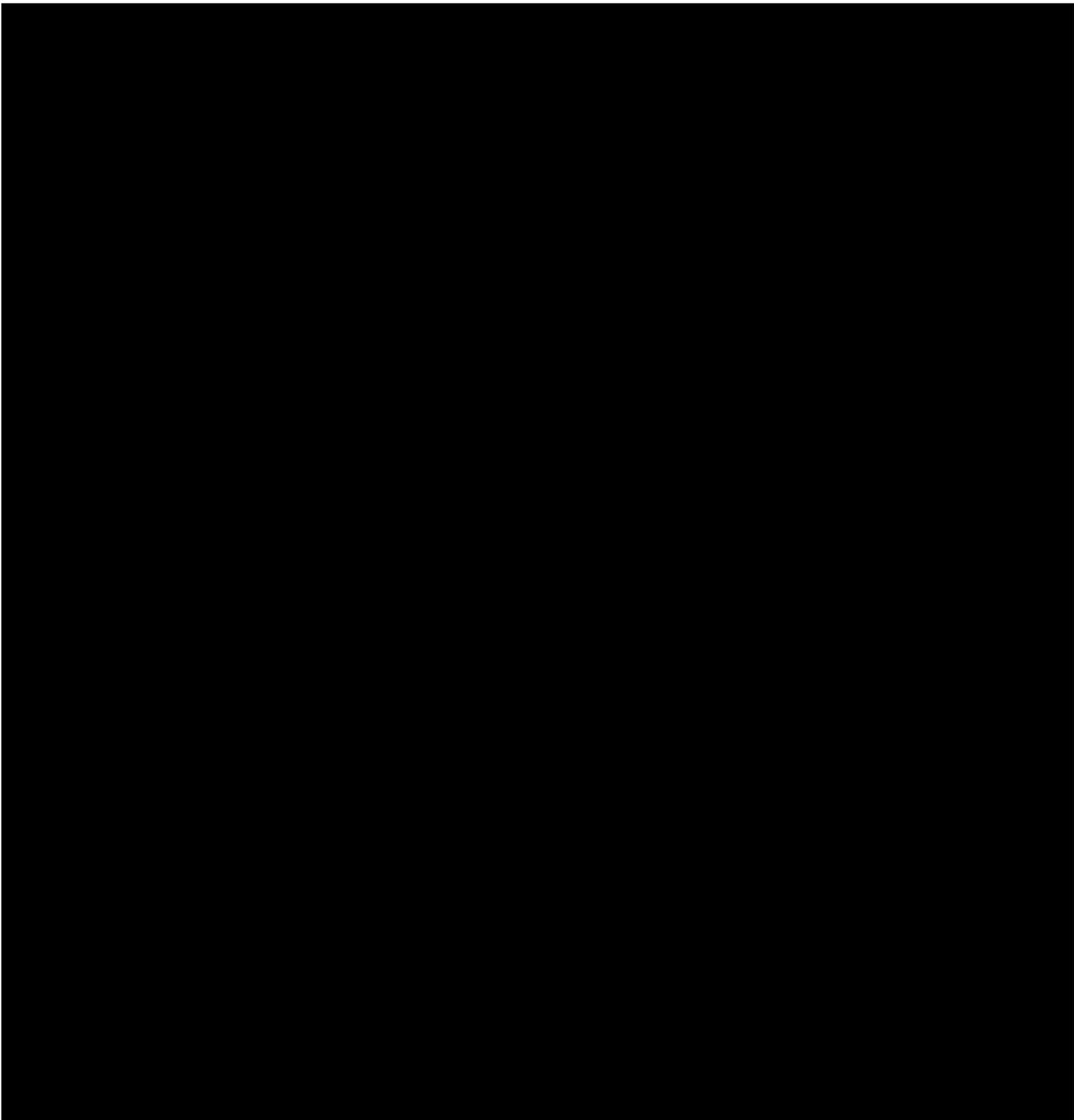


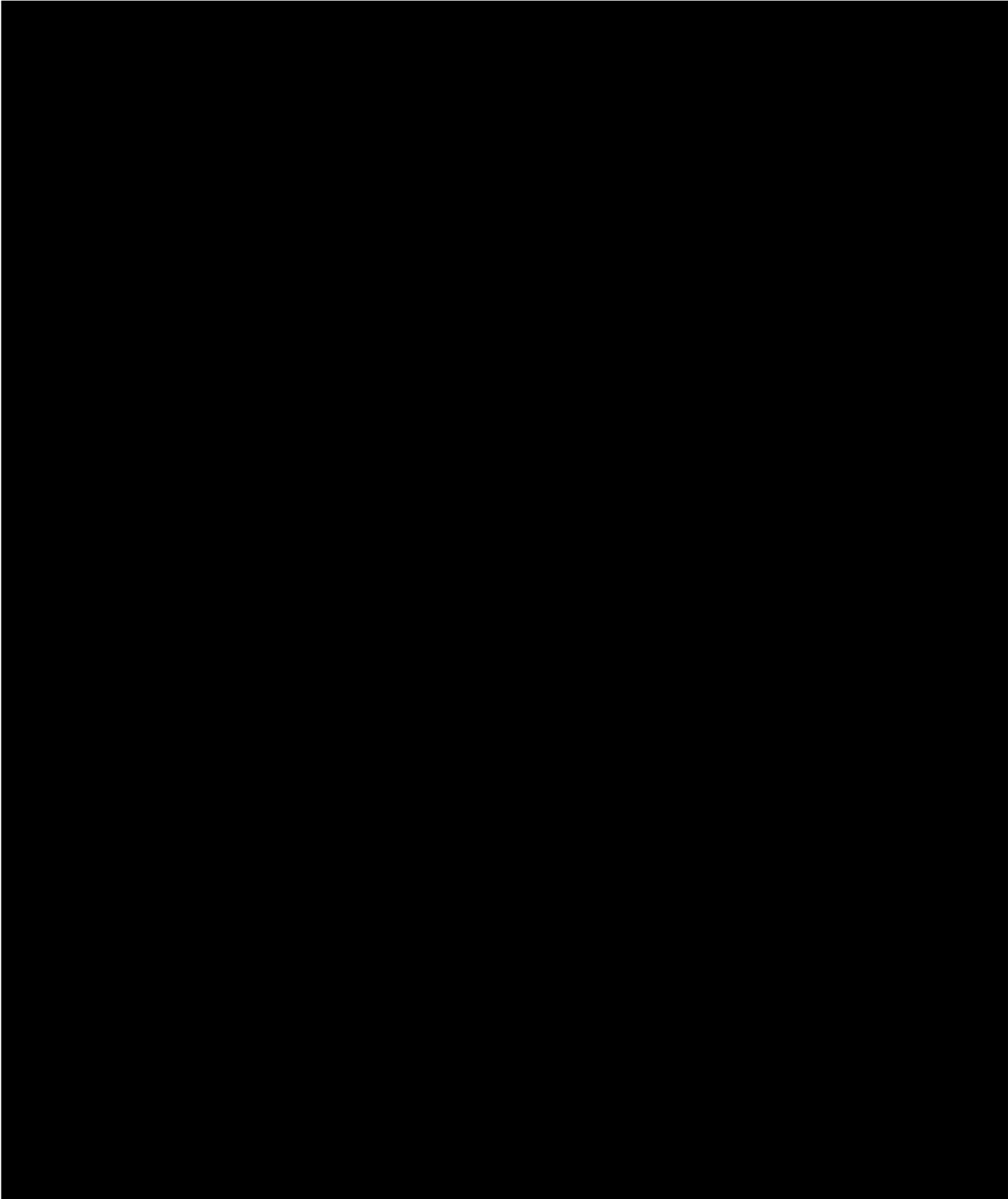


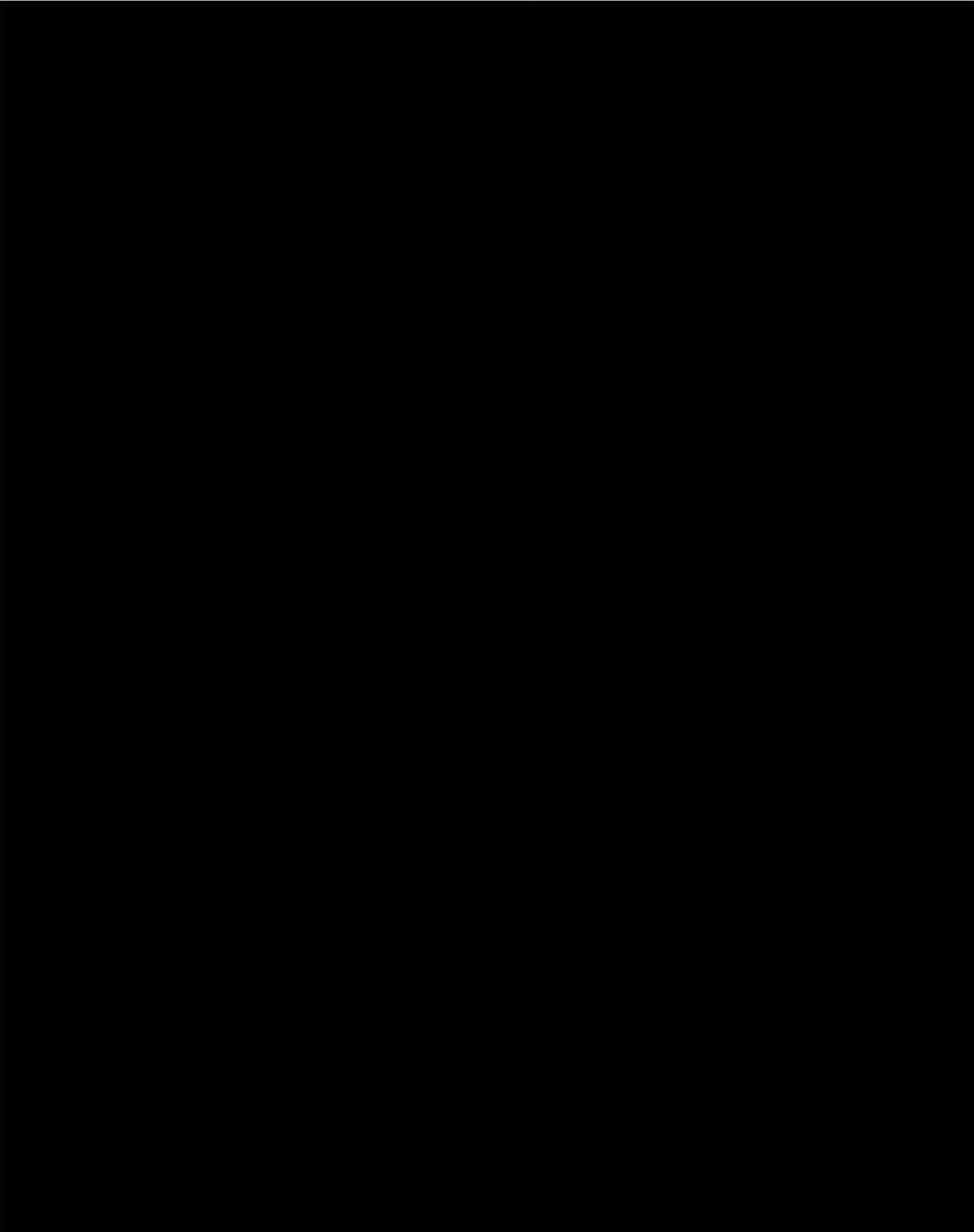
ALEXANDER LANE, PE | Project Engineer

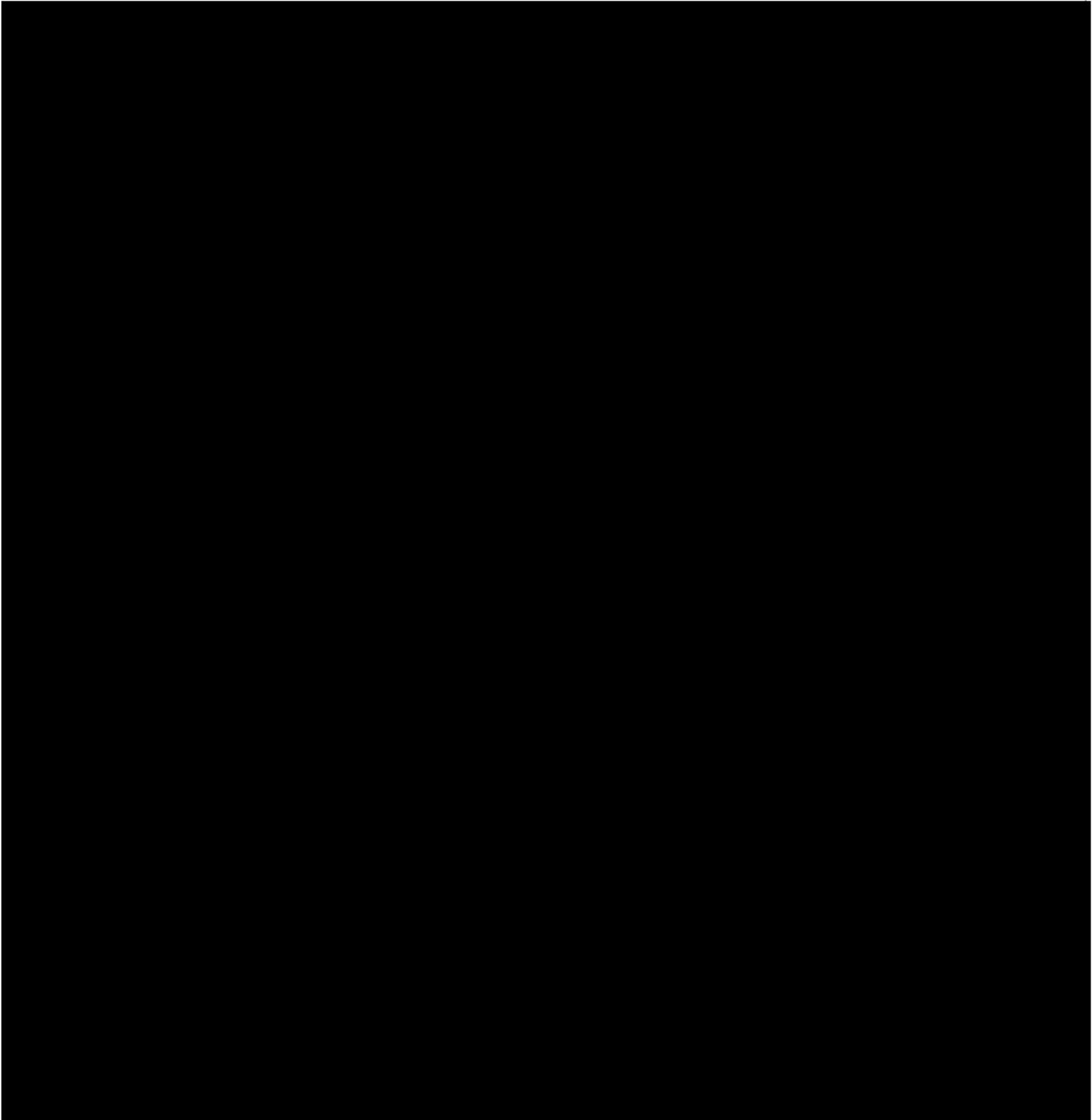




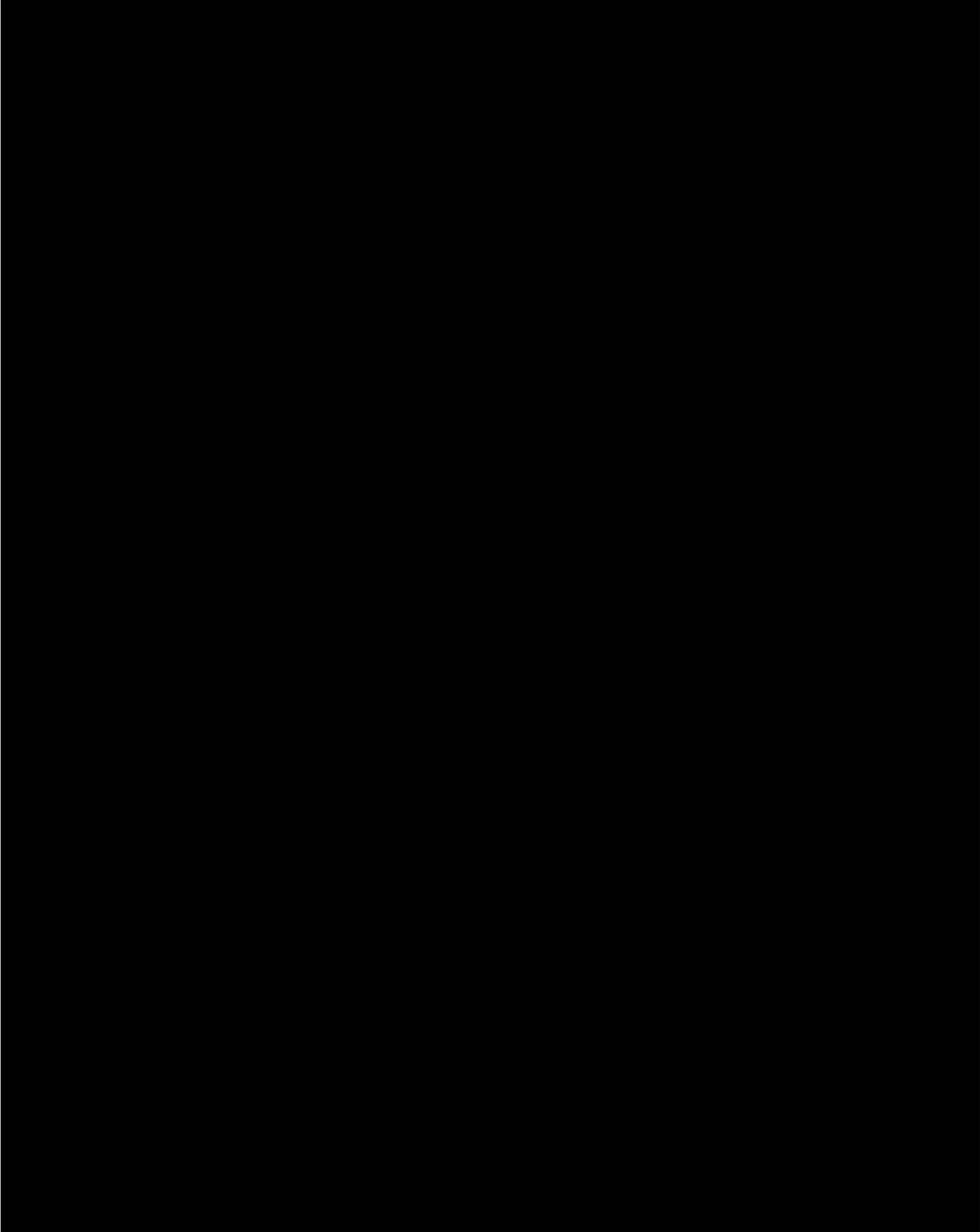


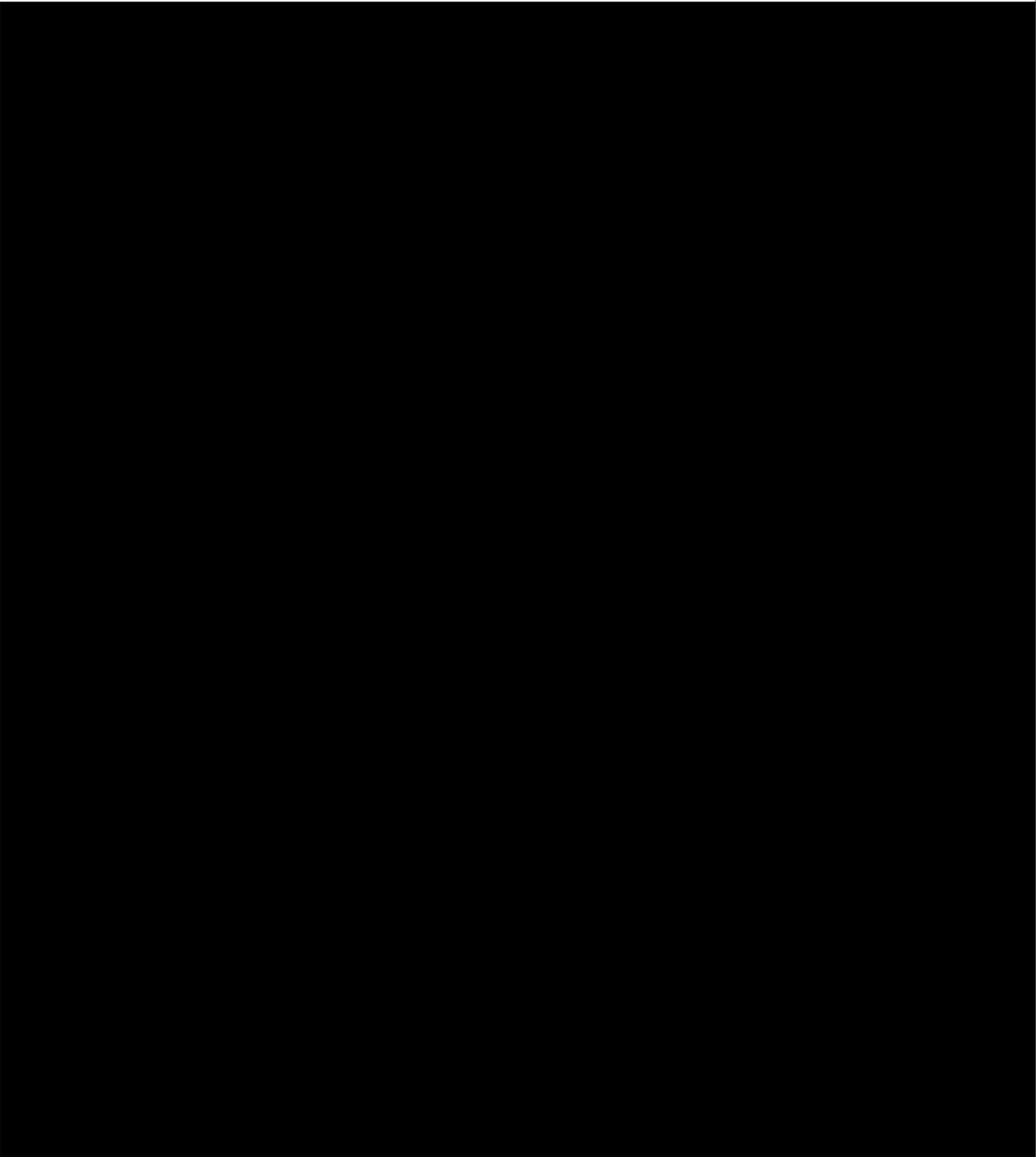




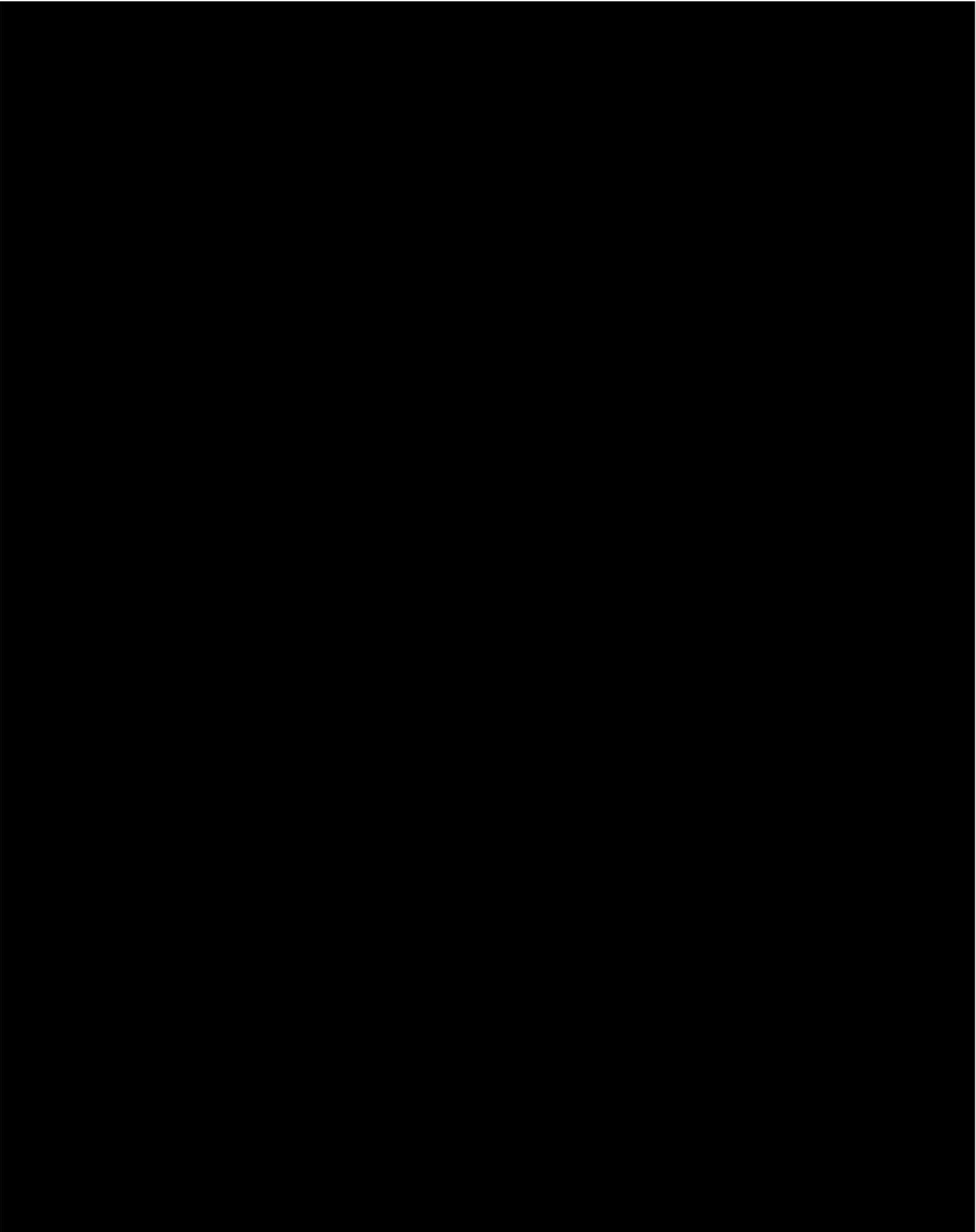


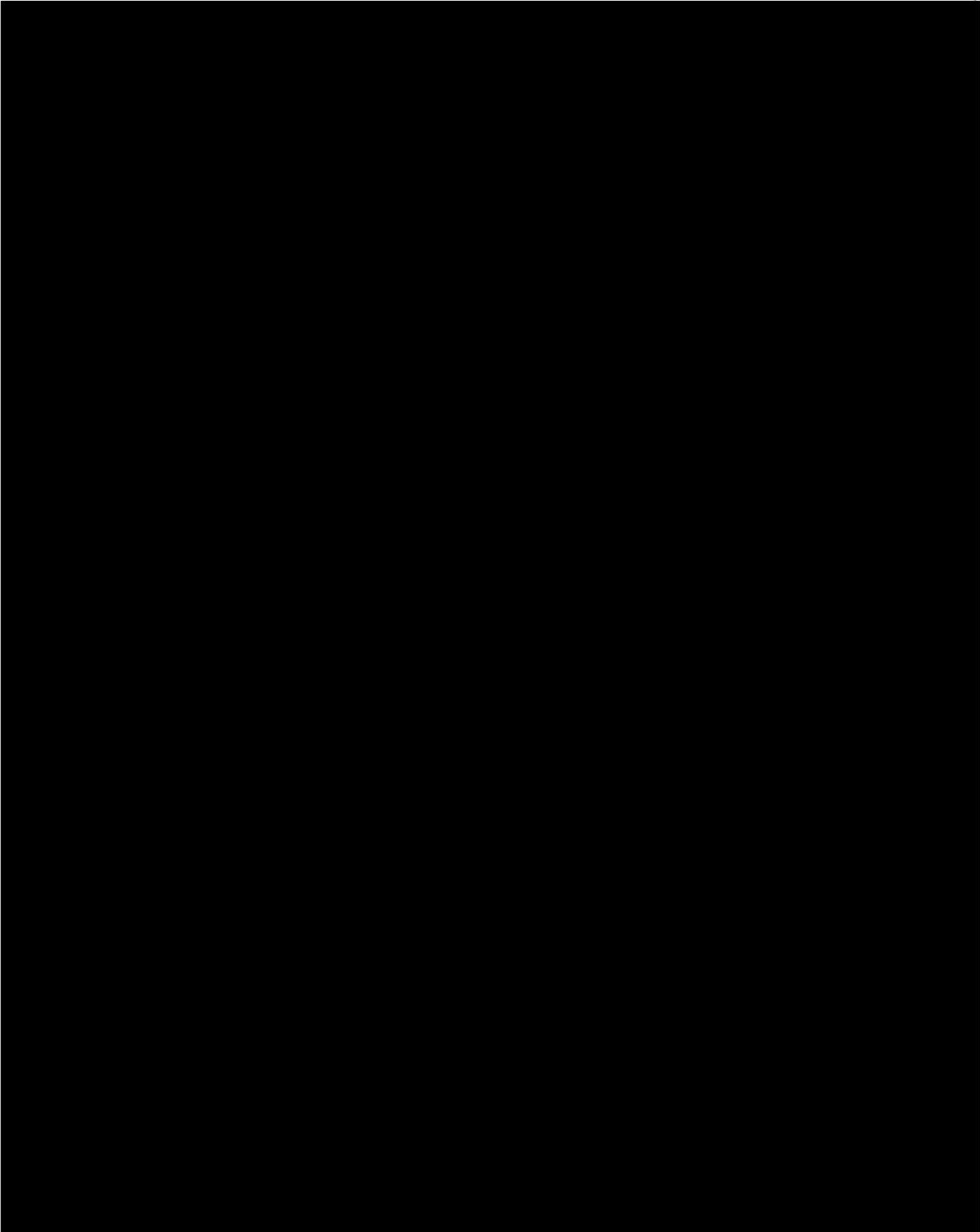
CHRISTA SCHNELL, P.E. | Project Engineer (Utilities)

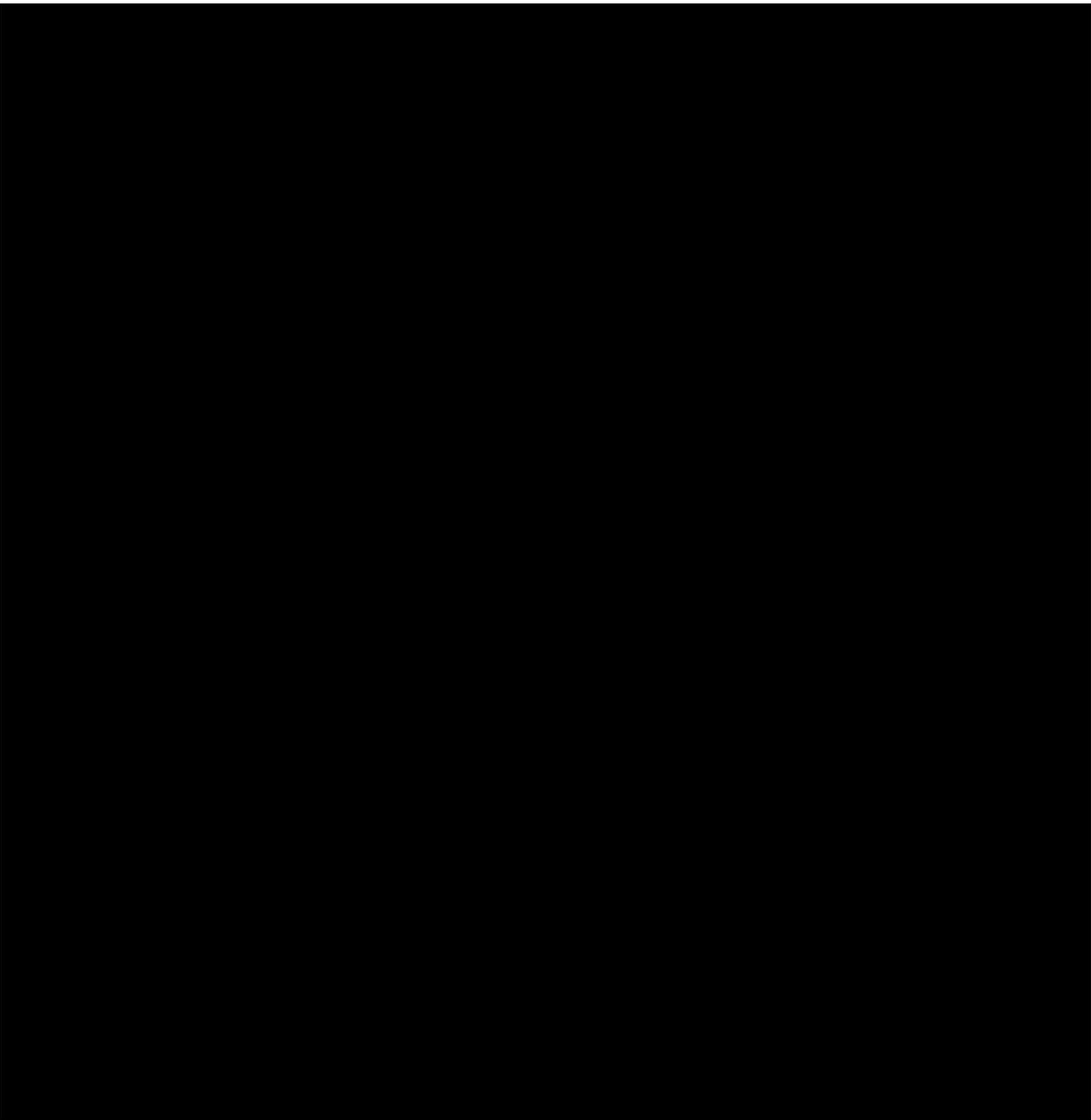




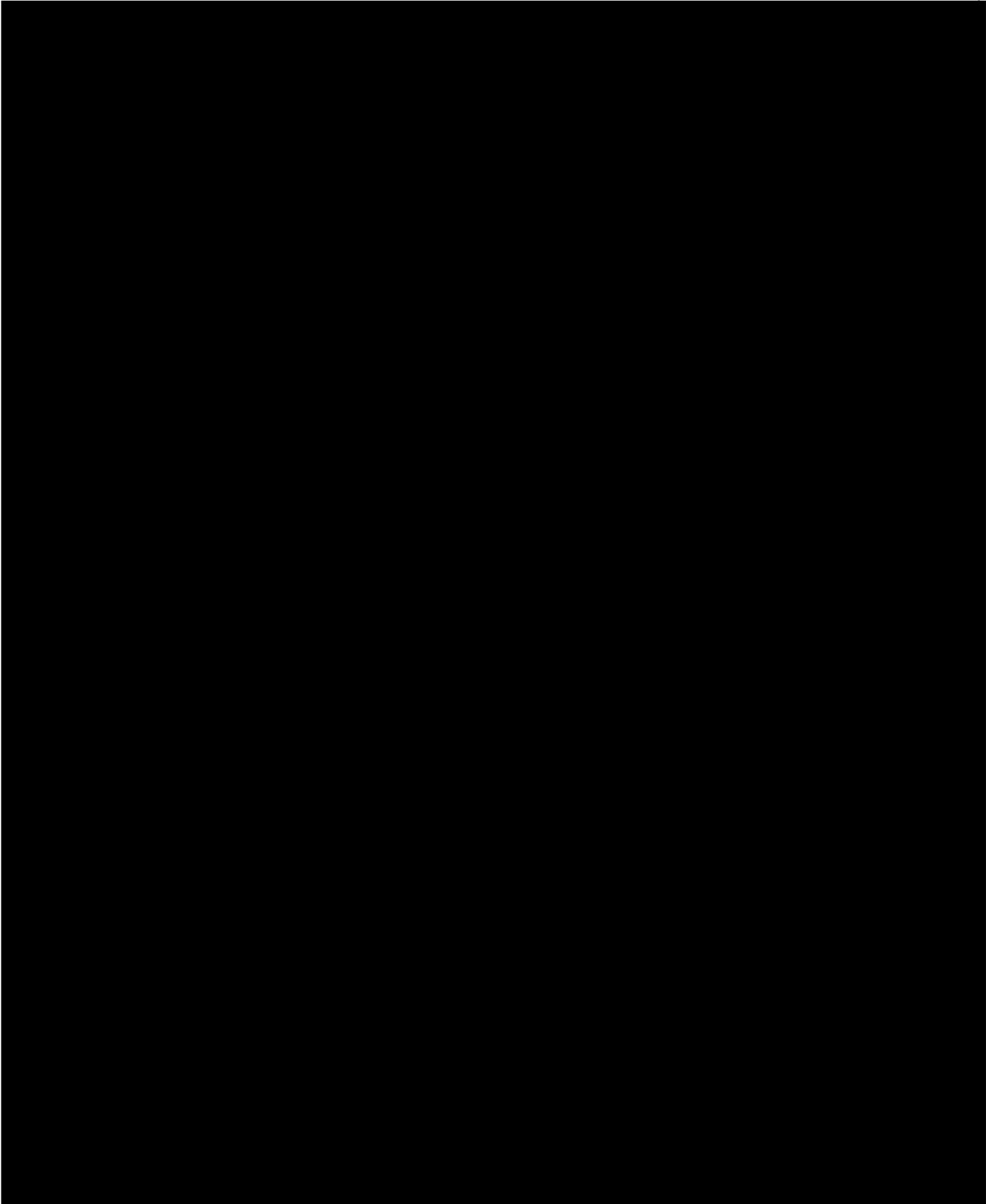
ADAM RALPH, P.E. | Drainage



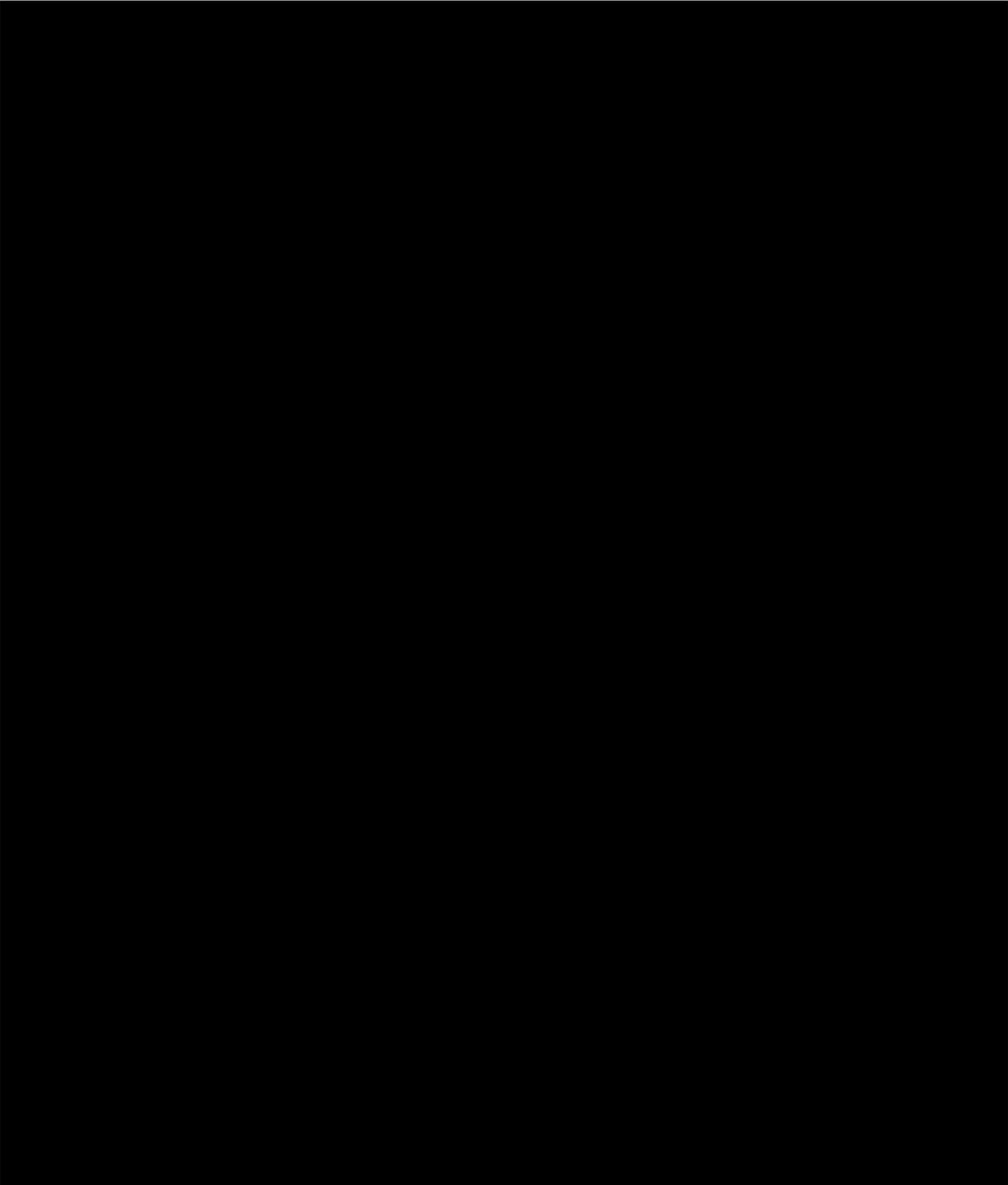




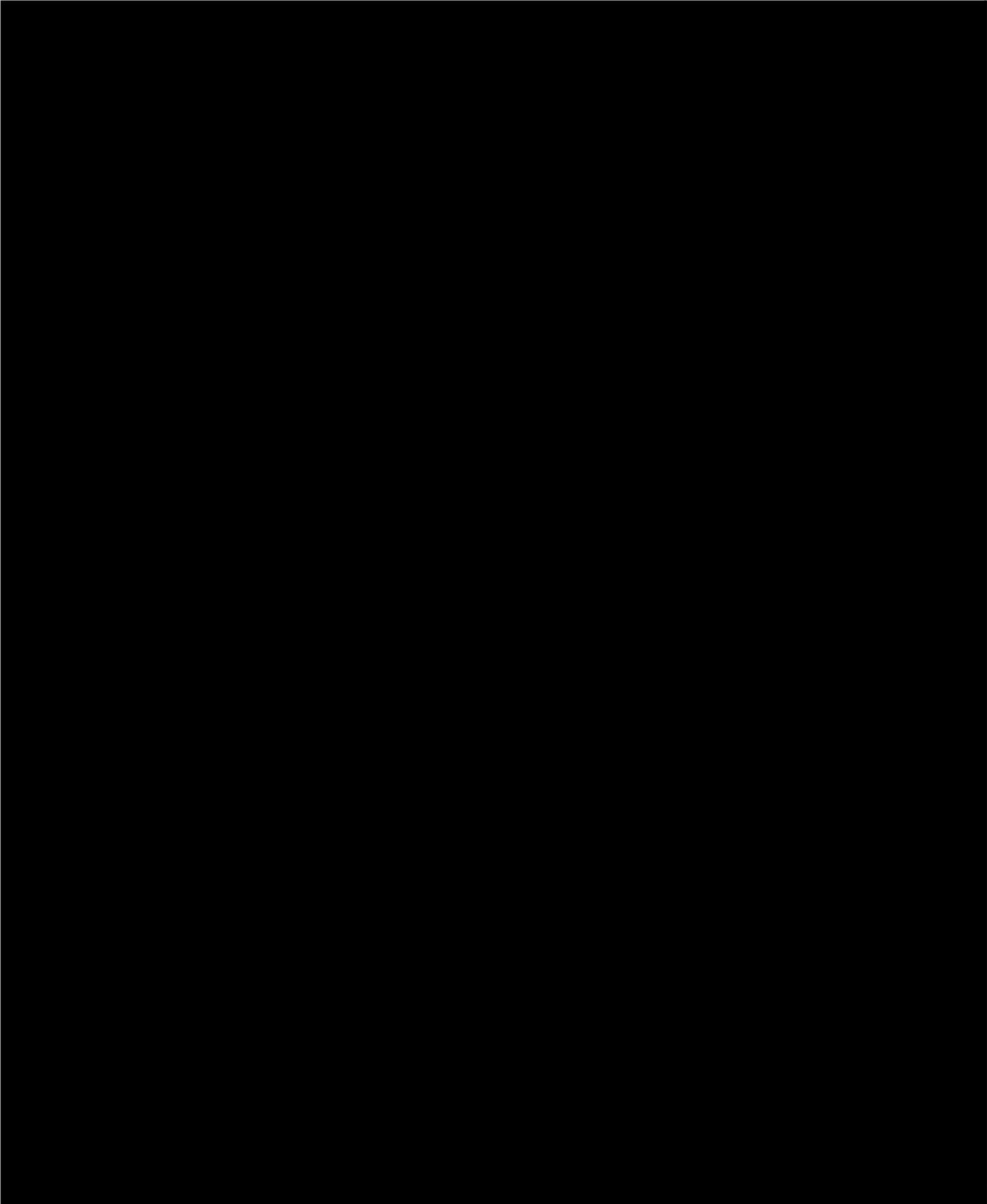
STEVE KARLOWSKI, P.E. | Structural Lead

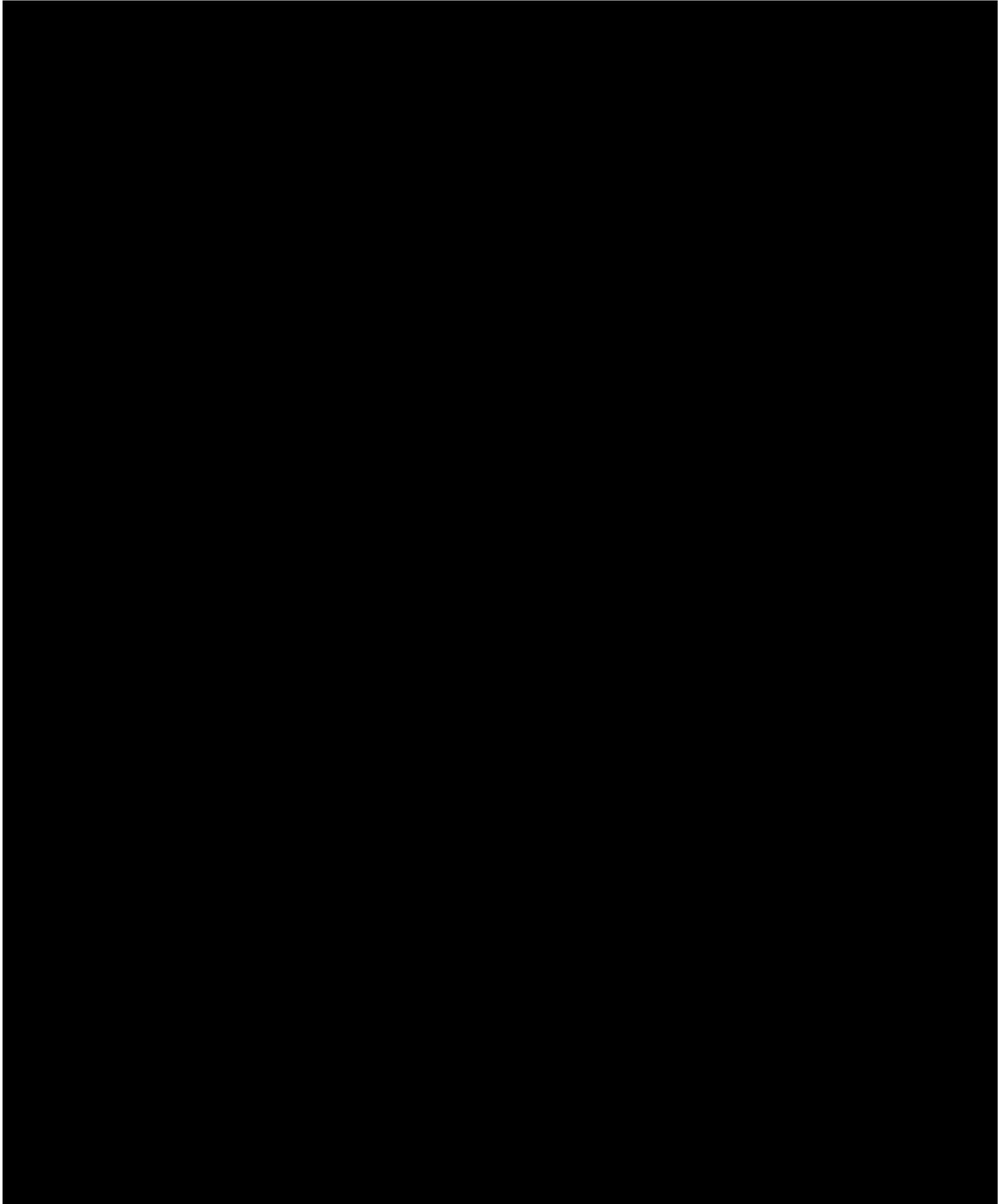


BILL STERMER, PE | AECOM
Lighting Lead

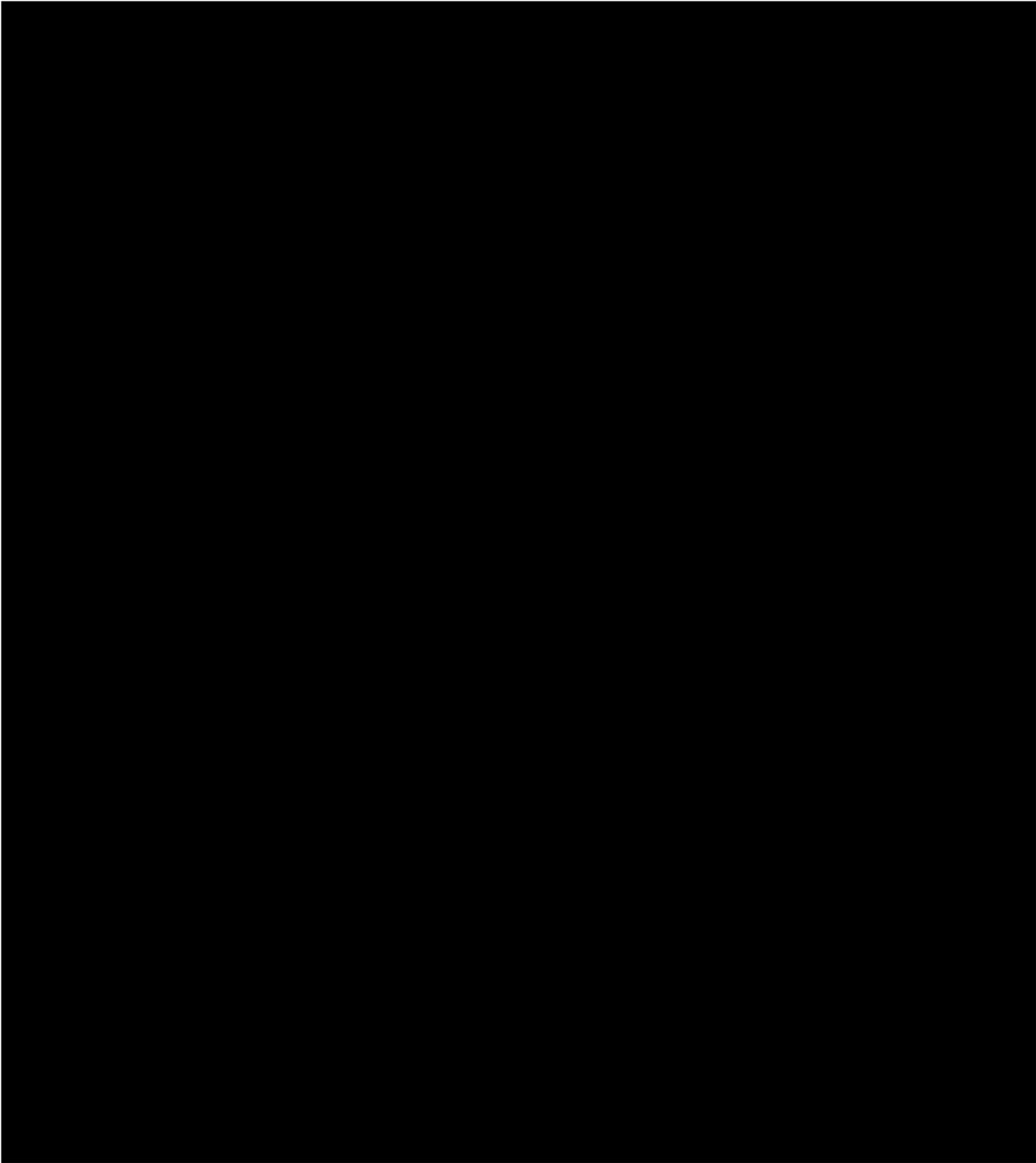


JONATHAN MOONEY, PLA, LEED AP
Landscape Architect

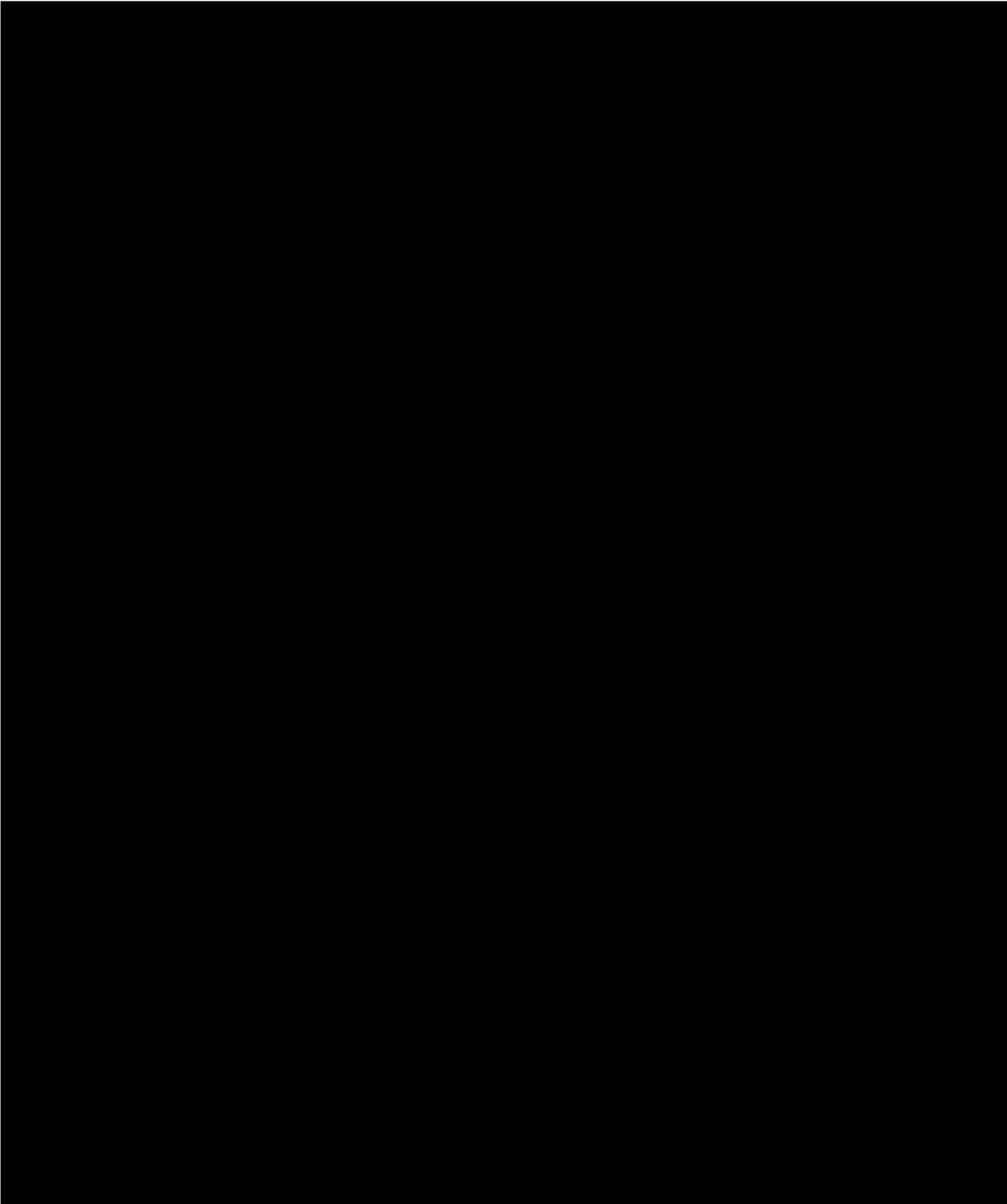




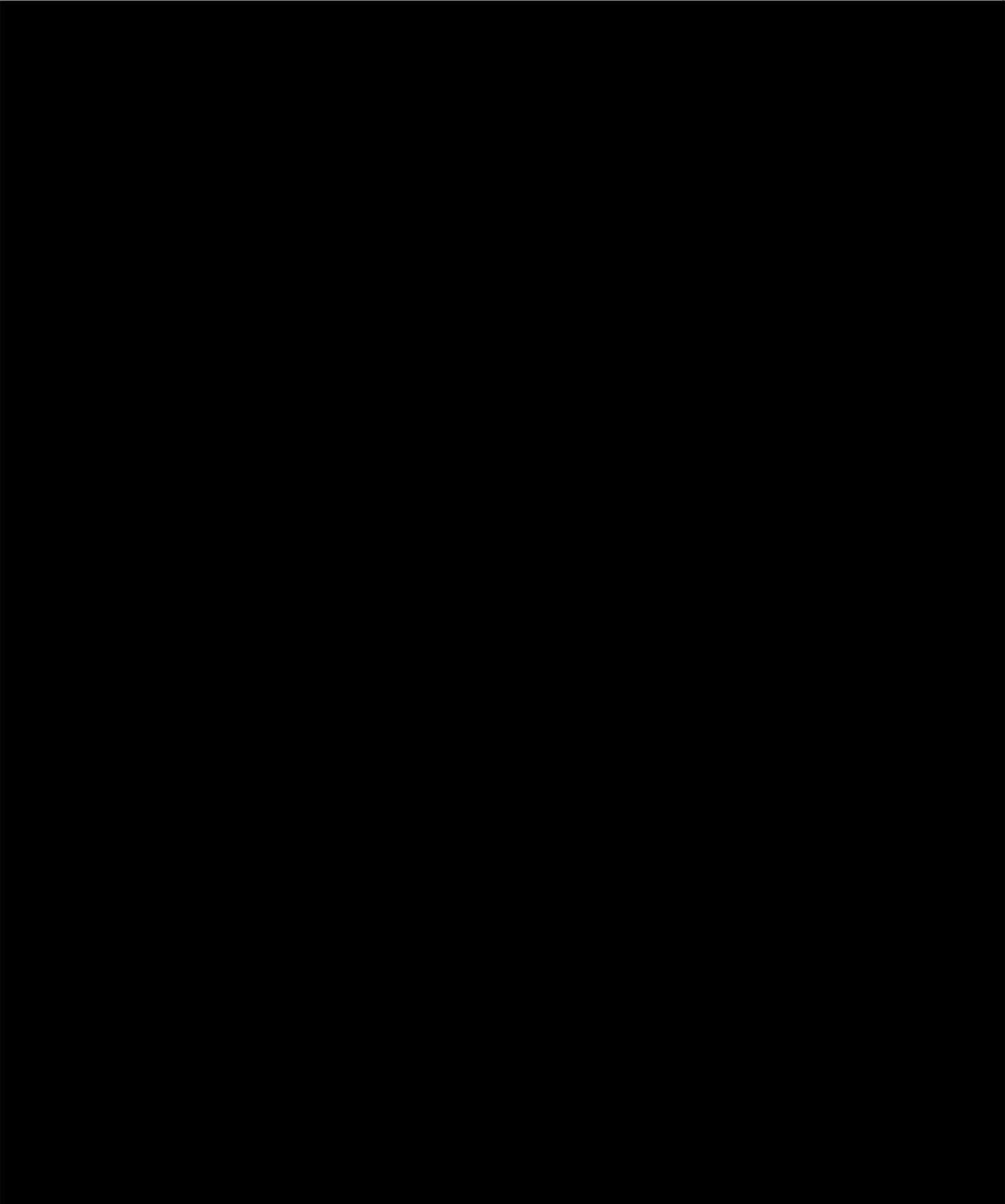
Survey



MICKEY SNIDER, PE |
Geotechnical



JIXING HE, PHD, PE, SE | AECOM
Pedestrian Bridge





| PSB # | Subject | Prime Firm or Team Name | Prime or Lead Teaming Partner FEIN (##-####) | Prime or Lead Teaming Partner Project Manager | Prime or Lead Teaming Partner Project Engineer | Prime Firm or Team e-mail Address | SOITEAM Firm Name | Team Member Role | % of Work to be Completed by Consultant | Contact e-mail | Role of consultant | Male or Female | D/M/WBE Status | Ethnicity | DBE (Disadvantaged Business Enterprise) Program | Veteran Status ? | P4G ? | P4G Role | P4G Partner(s) | Multiple Owners |
|-------|---|----------------------------------|--|---|--|-----------------------------------|----------------------------------|------------------|---|----------------------------------|--------------------------------|----------------|----------------|--------------------|---|------------------|-------|----------|----------------|-----------------|
| 19-3 | Item 13_INFRASTRUCTURE ENGINEERING, INC._12162019 | INFRASTRUCTURE ENGINEERING, INC. | [REDACTED] | Raspal Bajwa | Alexander Lane | fayyeh@infrastructure-eng.com | Infrastructure Engineering, Inc. | Prime (Sole) | 63.00 | cferguson@infrastructure-eng.com | Civil/Structural Engineering | Male | MBE | African American | Cook County | N/A | No | N/A | NA | No |
| 19-3 | Item 13_INFRASTRUCTURE ENGINEERING, INC._12162019 | INFRASTRUCTURE ENGINEERING, INC. | [REDACTED] | Raspal Bajwa | Alexander Lane | fayyeh@infrastructure-eng.com | AECOM Technical Services, Inc. | Subconsultant | 15.00 | stan.wang@aecom.com | Lighting and Pedestrian Bridge | Male | N/A | Multiple Ownership | N/A | N/A | No | N/A | NA | Yes |
| 19-3 | Item 13_INFRASTRUCTURE ENGINEERING, INC._12162019 | INFRASTRUCTURE ENGINEERING, INC. | [REDACTED] | Raspal Bajwa | Alexander Lane | fayyeh@infrastructure-eng.com | WANG ENGINEERING, INC. | Subconsultant | 3.00 | cfarez@wangen.com | Geotechnical | Male | DBE | Asian Pacific | IL UCP - Illinois Department of Transportation (IDOT) | N/A | No | N/A | NA | Yes |
| 19-3 | Item 13_INFRASTRUCTURE ENGINEERING, INC._12162019 | INFRASTRUCTURE ENGINEERING, INC. | [REDACTED] | Raspal Bajwa | Alexander Lane | fayyeh@infrastructure-eng.com | Juneau Associates, Inc., P.C. | Subconsultant | 4.00 | bkulick@jaipoc.com | Surveying | Male | N/A | Caucasian | N/A | VOS B | No | N/A | NA | Yes |
| 19-3 | Item 13_INFRASTRUCTURE ENGINEERING, INC._12162019 | INFRASTRUCTURE ENGINEERING, INC. | [REDACTED] | Raspal Bajwa | Alexander Lane | fayyeh@infrastructure-eng.com | KDM Engineering, PLLC | Subconsultant | 5.00 | cwilliams@kdmengineering.com | Lighting | Female | DBE | African American | IL UCP - City of Chicago | N/A | No | N/A | NA | No |
| 19-3 | Item 13_INFRASTRUCTURE ENGINEERING, INC._12162019 | INFRASTRUCTURE ENGINEERING, INC. | [REDACTED] | Raspal Bajwa | Alexander Lane | fayyeh@infrastructure-eng.com | DLZ Illinois, Inc | Subconsultant | 10.00 | gbrumm@dlz.com | Landscape Design | Male | N/A | Asian Indian | N/A | N/A | No | N/A | NA | No |

Certified Profile

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

| | | |
|---------------|--|----------------------------------|
| BUSINESS NAME | Juneau Associates, Inc., P.C. | |
| OWNER | Mr. CHARLES JUNEAU | |
| ADDRESS | 2100 State Street P.O. Box 1325 Granite City, IL 62040 | Map This Address |
| PHONE | 618-877-1400 | |
| FAX | 618-452-5541 | |
| EMAIL | bmiller@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 | 3/13/2021 |
| EXPIRATION DATE | 3/13/2021 |
| CERTIFIED BUSINESS DESCRIPTION | NIGP 92500 ENGINEERING SERVICES, PROFESSIONAL NIGP 96460 Land Surveying |

Commodity Codes

| Code | Description |
|------------|------------------------------------|
| NIGP 92500 | ENGINEERING SERVICES, PROFESSIONAL |
| NIGP 96460 | Land Surveying |

Additional Information

| | |
|------------------------------------|--------------------------|
| REGION | Southern Illinois |
| RECIPROCAL CERTIFICATION AGENCY | CVE |

EXHIBIT F - State of Illinois VETERAN-OWNED SMALL BUSINESS PARTICIPATION, UTILIZATION PLAN and LETTER OF INTENT

It is the goal of the State to promote and encourage the continued economic development of small businesses owned and controlled by qualified veterans and that qualified service-disabled veteran-owned small businesses (SDVOSB) and veteran-owned small businesses (VOSB) participate in the State's procurement process as both prime consultant and subconsultant. 30 ILCS 500/45-57.

Contract Goal to be Achieved by Vendor: This solicitation includes a specific **Veteran Small Business** participation goal as specified in each Item detail based on the availability of CMS certified veteran-owned and service-disabled veteran-owned small business (VOSB/SDVOSB) vendors to perform or provide the anticipated services required by this solicitation. **The Veteran Small Business participation goal is applicable as specified in each Item detail.** This goal is also applicable to supplemental work within the scope of work provided by the VOSB/SDVOSB vendor. In addition to the other award criteria established for this solicitation, the Agency will award this contract to a Vendor that meets the goal or makes good faith efforts to meet the goal. If Vendor is a CMS certified VOSB/SDVOSB vendor, the entire goal is met and no subconsulting with a CMS certified VOSB/SDVOSB vendor is required; however, **Vendor must submit a Utilization Plan indicating that the goal will be met by self-performance.**

The VOSB goal is separate and distinct from the DBE goal. A single firm may not be utilized to achieve credit toward both VOSB and DBE goals on a single project.

Following are guidelines for Vendor's completion of the Utilization Plan. **Please read the guidelines carefully.** A format for the Utilization Plan is included in this section. Vendor should include any additional information that will add clarity to Vendor's proposed utilization of certified Veteran Small Business vendors to meet the targeted goal. The Utilization Plan must demonstrate that Vendor has either: (1) met the entire contract goal; (2) made good faith efforts towards meeting the entire goal; or (3) made good faith efforts towards meeting a portion of the goal. Any submission of good faith efforts by Vendor shall be considered as a request for a full or partial waiver.

At the time of submittal of Statement of Interest (SOI), Vendor, or Vendor's proposed Subconsultant must be certified with CMS as a VOSB or SDVOSB.

Failure to complete a Utilization Plan and/or provide Good Faith Effort Documentation shall render the SOI non-responsive or not responsible.

Visit <http://www2.illinois.gov/cms/business/sell2/Pages/VeteranownedBusinesses.aspx> for complete requirements and to apply for certification in the Veteran Business Program.

1. If applicable where there is more than one prime vendor, the Utilization Plan should include an executed Teaming Agreement specifying the terms and conditions of the relationship between the parties and their relationship and responsibilities to the contract. The Teaming Agreement must clearly evidence that the certified VOSB/SDVOSB vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital, and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel, and equipment and share of the costs of insurance and other items; the scopes to be performed by the certified VOSB/SDVOSB vendor under its supervision; and the commitment of management, supervisory personnel, and operative personnel employed by the certified VOSB/SDVOSB vendor to be dedicated to the performance of the contract. Established Teaming Agreements will only be credited toward Veteran Small Business goal achievements for specific work performed by the certified VOSB/SDVOSB vendor.
2. An agreement between a vendor and a certified VOSB/SDVOSB vendor in which a certified VOSB/SDVOSB vendor promises not to provide subconsulting proposals to other vendors is prohibited. The Agency may request additional information to demonstrate compliance. Vendor agrees to cooperate promptly with the Agency in submitting to interviews, allowing entry to places of business, providing further documentation, and to soliciting the cooperation of a proposed certified VOSB/SDVOSB vendor. Failure to cooperate by Vendor and certified VOSB/SDVOSB vendor may render the SOI non-responsive or not responsible.

The contract will not be finally awarded to Vendor unless Vendor's Utilization Plan is approved.

3. **Veteran Small Business Certified Vendor Locator References:** Vendors may consult CMS' Veteran Small Business Vendor Directory at www.illinois.gov/cms/business/sell2/Pages/VendorSearch.aspx, as well as the directories of other certifying agencies, but firms **must be certified with CMS as VOSB/SDVOSB vendors at the time of submittal of SOI.**
4. **Vendor Assurance:** Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency deems appropriate. This assurance must be included in each subcontract that Vendor signs with a subconsultant.
5. **Calculating Certified VOSB/SDVOSB Vendor Participation:** The Utilization Plan documents work anticipated to be performed, or provided by all certified VOSB/SDVOSB vendors and paid for upon satisfactory completion/delivery. Only the value of payments made for the work actually performed by certified VOSB/SDVOSB vendors is counted toward the contract goal. Applicable guidelines for counting payments attributable to contract goals are summarized below:
 - 5.1. The value of the work actually performed by the certified VOSB/SDVOSB vendor shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the certified VOSB/SDVOSB vendor shall be counted.
 - 5.2. A vendor shall count the portion of the total dollar value of the Veteran Small Business contract equal to the distinct, clearly defined portion of the work of the contract that the certified VOSB/SDVOSB vendor performs toward the goal. A vendor shall also count the dollar value of work subcontracted to other certified VOSB/SDVOSB vendor. Work performed by the non-certified VOSB/SDVOSB party shall not be counted toward the goal. **Work that a certified VOSB/SDVOSB vendor subcontracts to a non-certified VOSB/SDVOSB vendor will not count towards the goal.**
 - 5.3. Certified VOSB/SDVOSB vendors who are performing on contract as second tier subconsultants may be counted in meeting the established Veteran Small Business goal for this contract as long as the Prime Vendor can provide documentation indicating the utilization of these vendors.
 - 5.4. A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.
 - 5.4.1. A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved.
 - 5.4.2. A certified VOSB/SDVOSB vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed through in order to obtain certified VOSB/SDVOSB vendor participation. In determining whether a certified VOSB/SDVOSB vendor is such an extra participant, the Agency shall examine similar transactions, particularly those in which certified VOSB/SDVOSB vendors do not participate, and industry practices.
 - 5.5. A Vendor shall not count towards the goal expenditures that are not direct, necessary and related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.
6. **Good Faith Effort Procedures:** Vendor must submit a Utilization Plan and Letters of Intent that meet or exceed the published goal. If Vendor cannot meet the stated goal, Vendor must document and explain within the Utilization Plan the good faith efforts it undertook to meet the goal. Utilization Plans are due at the time

- 7.3.7. The certified VOSB/SDVOSB vendor's withdrawal of its SOI; or
- 7.3.8. Decertification of the certified VOSB/SDVOSB vendor.
- 7.4. If it becomes necessary to substitute a certified VOSB/SDVOSB vendor or otherwise change the Utilization Plan, Vendor must notify the Agency in writing of the request to substitute a certified VOSB/SDVOSB vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The Agency will approve or deny a request for substitution or other change in the Utilization Plan within five business days of receipt of the request.
- 7.5. Where Vendor has established the basis for the substitution to the Agency's satisfaction, it must make good faith efforts to meet the contract goal by substituting a certified VOSB/SDVOSB vendor. Documentation of a replacement certified VOSB/SDVOSB vendor, or of good faith efforts to replace the certified VOSB/SDVOSB vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, Vendor may substitute with a non-certified VOSB/SDVOSB vendor or Vendor may perform the work.
- 7.6. If a Vendor plans to hire a subconsultant for any scope of work that was not previously disclosed in the Utilization Plan, Vendor must obtain the approval of the Agency to modify the Utilization Plan and must make good faith efforts to ensure that certified VOSB/SDVOSB vendors have a fair opportunity to submit a proposal on the new scope of work.
- 7.7. A new certified VOSB/SDVOSB vendor agreement must be executed and submitted to the Agency within five business days of Vendor's receipt of the Agency's approval for the substitution or other change.
- 7.8. Vendor shall maintain a record of all relevant data with respect to the utilization of certified VOSB/SDVOSB vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least three years after the completion of the contract. Full access to these records shall be granted by Vendor upon 48 hours written demand by the Agency to any duly authorized representative thereof, or to any municipal, state or federal authorities. The Agency shall have the right to obtain from Vendor any additional data reasonably related or necessary to verify any representations by Vendor. After the performance of the final item of work or delivery of material by the certified VOSB/SDVOSB vendor and final payment to the certified VOSB/SDVOSB vendor by Vendor, but not later than 30 calendar days after such payment, Vendor shall submit a statement confirming the final payment and the total payments made to the certified VOSB/SDVOSB vendor under the contract.
- 7.9. The Agency will periodically review Vendor's compliance with these provisions and the terms of its contract. Without limitation, Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of the certified VOSB/SDVOSB vendor, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the Agency to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.
- 7.10. The Agency reserves the right to withhold payment to Vendor to enforce these provisions and Vendor's contractual commitments. Final payment shall not be made pursuant to the contract until Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

EXHIBIT F - VOSB UTILIZATION PLAN

Infrastructure Engineering, Inc. (Vendor) submits the following Utilization Plan as part of our SOI in accordance with the requirements of the Veteran Small Business Program Status and Participation section of the solicitation for PSB, Illinois Procurement Bulletin Reference Number 19-3. We understand that all subconsultants must be certified with the CMS Veteran Small Business Program at the time of submission of all bids / offers. We understand that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded.

Vendor makes the following assurance and agrees to include the assurance in each agreement, subcontract and/or purchase order with a subcontractor or supplier utilized on this contract: We shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency deems appropriate.

Vendor submits the following statement:

- Vendor is a certified VOSB/SDVOSB and plans to fully meet the goal through self- performance.
- Vendor has identified certified VOSB/SDVOSB subcontractor(s) to fully meet the established goal and submits the attached completed Letter(s) of Intent; or
- Vendor has made good faith efforts towards meeting the entire goal, or a portion of the goal, and hereby requests a waiver (complete checklist below).

Vendor's person responsible for compliance:

Name: Michael Sutton

Title: President

Telephone: 312.425.9560

Email: msutton@infrastructure-eng.com

DEMONSTRATION OF GOOD FAITH EFFORTS TO ACHIEVE GOAL AND REQUEST FOR WAIVER

If the Veteran Small Business participation goal was not achieved, the Good Faith Efforts Procedures and Guidelines outlined in Section 6 will be used to evaluate submitted utilization plans. Vendors providing Good Faith Effort documentation and request for waiver must complete and submit the Good Faith Effort Contact Log with the SOI. Failure to submit Good Faith Effort documentation in its entirety shall render Vendor's SOI non-responsive or not responsible and cause it to be rejected or render Vendor ineligible for contract award.

Below is a checklist of actions that will be used to evaluate a Vendor's Demonstration of Good Faith Efforts and Request for Waiver. **Please check the actions which you completed.** If any of the following actions are not completed, please attach a detailed written explanation indicating why such action was not completed. If any other efforts were made to obtain Veteran Small Business participation in addition to the items listed below, attach a detailed description of such efforts.

- Utilize the Sell2Illinois website: www.illinois.gov/cms/business/sell2/PageVendorSearch.aspx to identify certified VOSB/SDVOSB vendors within the respective commodity/service codes denoted above and at a minimum email all listed vendors and solicit quotes from all vendors who express an interest via follow-up emails or telephone calls.

- Solicit through all reasonable and available means (e.g., attendance at a vendor conference, advertising and/or written notices) the interest of certified VOSB/SDVOSB vendors that have the capability to perform the work of the contract. Vendor must solicit this interest within sufficient time to allow the certified VOSB/SDVOSB vendors to respond to the solicitation. Vendor must determine with certainty if the certified VOSB/SDVOSB vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a proposal. Vendor must provide interested certified VOSB/SDVOSB vendors with adequate information about the requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.
- Select portions of the work to be performed by certified VOSB/SDVOSB vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out project scope to facilitate certified VOSB/SDVOSB vendor participation, even when Vendor might otherwise prefer to perform these work items.
- Make a portion of the work available to certified VOSB/SDVOSB vendors and selecting those portions of the work consistent with their availability, so as to facilitate certified VOSB/SDVOSB vendor participation.
- Negotiate in good faith with interested certified VOSB/SDVOSB vendors. Evidence of such negotiation must include the names, addresses, email addresses, and telephone numbers of certified VOSB/SDVOSB vendors that were considered; a description of the information provided regarding the project scope for the work selected for subconsulting and evidence as to why additional agreements could not be reached for certified VOSB/SDVOSB vendors to perform the work. A Vendor using good business judgment may consider a number of factors in negotiating with certified VOSB/SDVOSB vendors and may take a firm's capabilities into consideration. The fact that there may be some additional costs involved in finding and using certified VOSB/SDVOSB vendors may not be in itself sufficient reason for a Vendor's failure to meet the goal, as long as such costs are reasonable. Vendors are not required to accept higher quotes from certified VOSB/SDVOSB vendors if the price difference is excessive or unreasonable.
- Thoroughly investigate the capabilities of certified VOSB/SDVOSB vendors and not reject them as unqualified without documented reasons. The certified VOSB/SDVOSB vendor's memberships in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids and proposals in Vendor's efforts to meet the goal.
- Make efforts to assist interested certified VOSB/SDVOSB vendors in obtaining lines of credit or insurance as required by the Agency.

EXHIBIT F - GOOD FAITH EFFORTS CONTACT LOG

Use this Log to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of certified VOSB/SDVOSB vendors within the specific scope of work selected. **It is not necessary to show contacts with certified VOSB/SDVOSB vendors who are identified on the Letter(s) of Intent. Keep and submit copies of all emails sent and received from prospective vendors. Include a copy of the commodity list or scope of work you solicited prospective vendors to perform.** Duplicate this log as necessary; do not limit your contacts to the number of spaces shown.

| Name of Certified VOSB/SDVOSB Vendor | Date | Method of Contact | Scope of Work Solicited | Reason Agreement Was Not Reached |
|--------------------------------------|------|-------------------|-------------------------|----------------------------------|
| NA | | | | |
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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 SOI 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: Item 13 I-19-4498, Tri-State Tollway, DUR Project/Solicitation Number: 19-3

Name of Prime Vendor: Infrastructure Engineering, Inc. VOSB Compliance Contact: Michael Sutton

Address: One South Wacker Drive, Suite 2650

City: Chicago State: IL Zip Code: 60606

Telephone: 312.425.9560 Fax: 312.425.9564 Email: msutton@infrastructure-eng.com

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

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

City: Granite City State: IL Zip Code: 62040-1325

Telephone: (618) 877-1400 Fax: (618) 659-0941 Email: bkulick@jaipc.com

Type of agreement: Services

Anticipated start date of the Certified VOSB Vendor: 2020

Proposed 4.00 % 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

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):

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

Signature

Print Name: Michael Sutton

Title: President

Date: 12/13/2019

Signature

Print Name: Brian F. Kulick, PE, PLS, PTOE

Title: Vice President

Date: 12/16/19



March 6, 2019
Certification Term Expires: March 5, 2020

Mr. CHARLES JUNEAU
Juneau Associates, Inc., P.C.
2100 State Street
P.O. Box 1325
Granite City, IL 62040

Re: Veteran Owned Small Business (VOSB)
Dear CHARLES JUNEAU:

Congratulations! After reviewing the information that you supplied, we are pleased to inform you that your firm has been granted certification as a Veteran Owned Small Business (VOSB) under the Business Enterprise Program (BEP) for Minority, Females, and Persons with Disabilities

This certification is in effect with the State of Illinois until the date specified above. Please note that you have been granted certification under the Recognition Application because you are certified with one of our partner organizations and, as such, must recertify each year.

At least 15 days prior to the anniversary date of your certification, you will be notified by BEP through email to update your certification as a condition of continued certification. It is your responsibility to ensure that the contact email address listed in the system is accurate and up to date and that the email account is checked regularly so that you do not miss any important notifications. In addition, should any changes occur in ownership and/or control of the business, in the business' certification status with the partner organization, or other changes affecting the firm's operations, you are required to notify BEP within two weeks. Failure to notify our office of changes will result in decertification of your firm

Your firm's name will appear in the State's Directory as a certified vendor with the Business Enterprise Program in the specialty area(s) of:

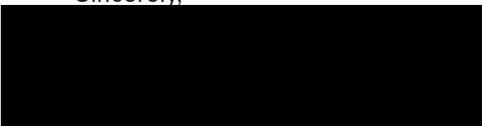
NIGP 92500: ENGINEERING SERVICES, PROFESSIONAL
NIGP 96460: LAND SURVEYING

Your firm will only show up in the database of BEP-certified vendors the NIGP codes listed above, so PLEASE REVIEW THE LIST CAREFULLY TO ENSURE THAT ALL RELEVANT NIGP CODES ARE INCLUDED.

Also, please be advised that this certification does not guarantee that you will receive a State contract. Please visit the Vendor Registration page on www.opportunities.illinois.gov and be sure to register with each of the Procurement Bulletins listed so that you are notified of upcoming solicitations in your NIGP codes. Certification with the Business Enterprise Program does not ensure you receive notifications; you must also register with the Procurement Bulletins.

Thank you for your participation in the Business Enterprise Program. We welcome your participation and wish you continued success.

Sincerely,



Carlos Gutiérrez
Certification Manager



April 1, 2019

Michael Sutton
Infrastructure Engineering, Inc.
One South Wacker Drive, Suite 2650
Chicago, IL 60606

Dear Mr. Sutton:

Metra has reviewed your annual *No Change Affidavit* and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Subpart D 26.61. Your next No Change Affidavit is due **March 29, 2020**.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra and Pace.

If there is any change in your certification that affect your ability to meet size standards, disadvantaged status, ownership, or control requirements or any material change in the information provided in your initial application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is grounds for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

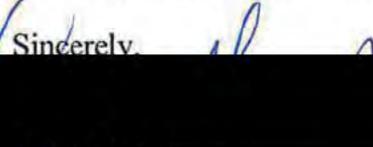
Your firms name will appear in the IL UCP directory, which is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed at www.metrarail.com under the Business Diversity DBE link. Your firm's name will appear in the IL UCP DBE Directory under the following:

NAICS Code: 541330

Specialty: Civil and Structural Engineering, Traffic Engineering Consulting Services, Engineering Design Services, Site Design and Development, Construction Inspection/Management and Program Management

Your participation on contracts will only be credited toward DBE contract goals when your firm performs in a Commercially Useful Function (CUF) in its approved area(s) of specialty.

Sincerely,


Janice K. Hill
Senior Division Director
Office of Business Diversity & Community Relations

JRT:am/kb

AM



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

AUG 09 2019

Kimberly Moore
KDM Engineering, PLLC
35 E. Wacker Dr. Suite 800
Chicago, IL 60601

Dear Ms. Moore:

The City of Chicago, your host agency, is pleased to notify you that your firm, **KDM Engineering, PLLC** has met the requirements for certification in the **Disadvantaged Business Enterprise ("DBE")** program in accordance with the governing federal regulations, 49 CFR part 26.

This certification allows your firm to participate as an DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the City of Chicago, Illinois Department of Transportation, the Chicago Transit Authority, Metra, and Pace.

To remain certified with the IL UCP you must submit a *No Change Affidavit* each year. **Your anniversary date is August 1st.** Notification will be sent to you sixty (60) days prior to the anniversary date of your certification. It is your responsibility to ensure that your certification is kept current by submitting the required information in a timely manner. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

If there is any change in circumstances that affect your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for removal of certification pursuant to 49 CFR 26.83(i).

Your firm's name will appear in the IL UCP DBE Directory in the following area(s) of specialty:

5
46

NAICS Code(s):

541330 – Engineering Services

541340 – Computer-Aided Design (CAD) Drafting Services

This Directory is used by prime contractors/ consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed on the Internet at <https://webapps.dot.illinois.gov/UCP/ExternalSearch> .

Your participation on contracts will only be credited toward DBE contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

Please note:

- This certification does not attest to your firm's abilities to perform in the approved work category (ies).
- Your certification may be revoked if your firm is found to be involved in bidding or contractual irregularities or has violated DBE program regulations pursuant to 49 CFR Part 26.107.
- For work to count toward a DBE contract goal, the DBE firm must perform a "commercially useful function" pursuant to 49 CFR Part 26.55. A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved.

For All Non Trucking Firms:

- Firms seeking work with IDOT as a prime or subconsultant in specialized engineering categories must be prequalified by IDOT's Bureau of Design and Environment.
- Firms seeking work with IDOT, as a prime construction contractor must be prequalified by IDOT's Bureau of Construction.

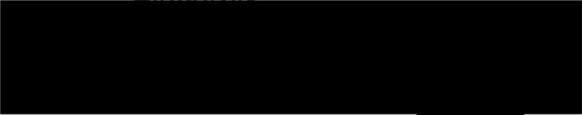
For All Trucking Firms:

- All DBE trucking firms must own at least one truck. The truck must be operable and capable of hauling materials specific to the contract. The owned truck(s) must be used prior to utilizing leased truck(s).
- The DBE trucking firm receives goal credit for the total value of the transportation service it provides on the contract using trucks it owns, insures and operates and using drivers it employs.

- The DBE trucking firm, which leases trucks from another DBE trucking firm, receives goal credit for the total value of the transportation services the lessee DBE provides on the contract.
- When a DBE trucking firm leases from a non-DBE trucking firm, the goal credit is limited to the fee or commission the DBE receives as a result of the lease arrangement. The fee or commission shall be reasonable and shall be indicated on the lease.
- For any credit to be allowed for leased trucks, the leases must be properly filed with the Illinois Commerce Commission (ILCC), and indicate that the DBE has exclusive use and control over the truck(s). Leased trucks must visibly display the name and ILCC number of the DBE trucking firm.

Please direct all inquiries and any questions to the City of Chicago Disadvantaged Business Enterprise Program at 312-744-4900.

Sincerely,



Shannon E. Andrews
Chief Procurement Officer

SEA/cm



Illinois Department of Transportation

Office of Business & Workforce Diversity
2300 South Dirksen Parkway / Springfield, Illinois 62764

August 12, 2019

CERTIFIED-RETURN RECEIPT REQUESTED

Mr. Paul Wang
Wang Engineering, Inc.
1145 N. Main St.
Lombard, IL 60148

Dear Mr. Wang:

The Illinois Department of Transportation (IDOT) has approved the *No Change Affidavit* for Wang Engineering, Inc. and determined that the firm continues to meet DBE eligibility standards to perform work towards DBE goals.

To remain certified and in good standing, you must annually submit a *No Change Affidavit*. IDOT will send an affidavit form 60 days prior to the firm's next anniversary date.

Should the submitted information change, you are required to notify IDOT's Bureau of Small Business Enterprises within 30 days of the change.

Note: Pursuant to 49 CFR Part 26.83(i), whenever there is a change in circumstances affecting your firm's eligibility status, your firm must provide written notification to IDOT within 30 days of the occurrence of the change. If you fail to make timely notification, it may result in the loss of your firm's certification.

If you have any questions, please contact the Bureau of Small Business Enterprises at (217) 782-5490.

Sincerely,



E. Diane Cook Felton, Manager
DBE Certification Section
Bureau of Small Business Enterprises

Certified Profile

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

| | | |
|---------------|--|----------------------------------|
| BUSINESS NAME | Infrastructure Engineering, Inc. | |
| OWNER | Mr. Michael Sutton | |
| ADDRESS | One South Wacker Drive Suite 2650 Chicago, IL 60606 | Map This Address |
| PHONE | 312-425-9560 | |
| FAX | 312-425-9564 | |
| EMAIL | msutton@infrastructure-eng.com | |

Certification Information

| | |
|--------------------------------|---|
| CERTIFYING AGENCY | Cook County |
| CERTIFICATION TYPE | MBE - Minority Business Enterprise |
| CERTIFICATION DATE | 2/26/2020 |
| RENEWAL DATE | 2/26/2021 |
| EXPIRATION DATE | 2/26/2021 |
| CERTIFIED BUSINESS DESCRIPTION | Professional Services: Licensed Engineering Services |

Commodity Codes

| Code | Description |
|--------------|--|
| NAICS 237 | Heavy and Civil Engineering Construction |
| NAICS 54133 | Engineering Services |
| NAICS 541330 | Construction engineering services |
| NAICS 541330 | Engineering consulting services |
| NAICS 541330 | Engineering services |

Additional Information

Unified Certification Program - Search

Contractor Details

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

Print

KDM Engineering

Kimberly Moore
35 E Wacker Dr.
chicago, IL 60601-0000

County: Cook

Email: kmoore@kdmengineering.com

Phone: 312-373-0536

Fax: 877-897-7954

Categories: Professional

NAICS

541330 - Engineering
services

541340 - Computer-aided
design drafting (CADD)
services

Speciality

NAICS 541330 Engineering
services NAICS 541340

Computer-aided design
drafting (CADD) services

Unified Certification Program - Search

Contractor Details

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

Print

Wang Engineering, Inc. **Email:** pwang@wangeng.com
Phone: (630) 953-9928
 Paul Wang **Fax:** (630) 953-9938
 1145 N. Main St.
 Lombard, IL 60148

County: DuPage

Categories: Architecture\Engineering

| NAICS | Speciality |
|---|---|
| 541330-Engineering Services | 541330- SPEC. SERVS.: CONSTRUCTION INSPECTION |
| 541360-Geophysical Surveying & Mapping Services | QA HMA & AGGREGATE QA PCC & AGGREGATE 541360- SUBSURFACE EXPLORATIONS STRUCTURE GEOTECHNICAL REPORTS COMPLEX GEOTECHNICAL/MAJOR FOUNDATION GENERAL GEOTECHNICAL SERVICES |



Office of the Secretary of State Jesse White
CYBERDRIVEILLINOIS.COM

Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

| | |
|-------------|----------------------------------|
| File Number | 54344953 |
| Entity Name | INFRASTRUCTURE ENGINEERING, INC. |
| Status | ACTIVE |

| Entity Information | |
|-------------------------------|-----------------------|
| Entity Type | CORPORATION |
| Type of Corp | DOMESTIC BCA |
| Incorporation Date (Domestic) | Friday, 8 August 1986 |
| State | ILLINOIS |
| Duration Date | PERPETUAL |

| Agent Information |
|-------------------|
|-------------------|

Name

MICHAEL SUTTON

Address1 S WACKER DRIVE, STE 2650
CHICAGO , IL 60606**Change Date**

Tuesday, 10 April 2018

Annual Report**Filing Date**

Tuesday, 30 July 2019

For Year

2019

Officers**President****Name & Address**

MICHAEL SUTTON [REDACTED]

Secretary**Name & Address**

CLINTON FERGUSON [REDACTED]

Old Corp Name

12/08/1986

UBM ENGINEERING, P.C.

10/23/1998

UBM ENGINEERING, INC.

[Return to Search](#)

[File Annual Report](#)

[Adopting Assumed Name](#)

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

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

(One Certificate per Transaction)

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Fri Mar 13 2020

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

10:38 03/13/20

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/13/20 AT 10:40 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.

*

Infrastructure Engineering,
Inc.

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

10:38 03/13/20

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/13/20 AT 10:48 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

AECOM Technical Services,
Inc.

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

10:38 03/13/20

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/13/20 AT 10:49 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

DLZ Illinois, Inc.

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

10:38 03/13/20

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/13/20 AT 10:51 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.

*

Juneau Associates, Inc.,
P.C.

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

10:38 03/13/20

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/13/20 AT 10:52 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.

*

KDM Engineering, LLC

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

10:38 03/13/20

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/13/20 AT 10:53 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.

*

Wang Engineering, Inc.

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

DESIGN UPON REQUEST
DESIGN SECTION ENGINEER AGREEMENT

The Board of Directors, on the **26th** day of **March, 2020**, 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 **INFRASTRUCTURE 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 **March 9, 2020**, to provide design section engineering services for Contract No. **I-19-4498** for **Tri-State Tollway, Design Un 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 19-3, Item 13**, 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. **I-19-4498** for **Tri-State Tollway, Design Un 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 **March 9, 2020**, 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 March 27, 2020** and ending **February 28, 2030**, 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 **Five Million Dollars and No Cents (\$5,000,000.00)**. 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 **Five Million Dollars and No Cents (\$5,000,000.00)** 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. **Infrastructure 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 **Infrastructure Engineering, Inc. One South Wacker Drive, Suite 2650 Chicago, Illinois 60606**, or to the Chief Engineering Officer at 2700 Ogden Avenue, Downers Grove, Illinois 60515. Either party may change the place to which notices hereunder may be addressed by written notice to the other party at any time or times.

ARTICLE XVII

Quality Assurance and Quality Control (QA/QC) Plan

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

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

ARTICLE XVIII

Miscellaneous

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

ARTICLE XIX

Inspector General

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

ARTICLE XX

Engineer Selection Process

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

ARTICLE XXI

Report of a Change in Circumstances

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

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

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

ARTICLE XXII

EXPATRIATED ENTITIES

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for CONTRACT I-19-4498 the day and year first above written.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY

INFRASTRUCTURE ENGINEERING,
INC.

By [Redacted] 04/24/2020
Chairman/CEO-Signature Date
Willard S. Evans, Jr.

[Redacted] 3/31/2020
President-Signature Date
Michael Sutton
Printed Name as Signed Above

APPROVED:

[Redacted] 04/24/2020
Executive Director - Signature Date
Jose Alvarez

APPROVED:

[Redacted] 04/21/2020
Chief Financial Officer - Signature Date
Cathy R. Williams

APPROVED:

[Redacted] 04/17/2020
General Counsel - Signature Date
Kathleen Pasulka-Brown

Approved as to Form and Constitutionality

[Redacted] 04/17/2020
Attorney General, State of Illinois - Signature Date

DESIGN SECTION ENGINEER PROPOSAL

FOR CONTRACT NUMBER I-19-4498

This proposal, dated March 9, 2020, is submitted by Infrastructure Engineering Inc. of Chicago Illinois for Design Section Engineer's Service.

DESCRIPTION/LOCATION OF DESIGN SECTION

The location of the construction Contract I-19-4498 for which we propose to provide Design Section Engineering Services is Tri-State Tollway, Design Upon Request. On-call, and as-needed Phase II Engineering Services., in Cook and DuPage County (Counties), Illinois.

SCOPE OF DESIGN SECTION ENGINEERING SERVICES

Design Engineering Services following selection from PSB 19-3 Item 13, 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 Consultant Rate Form (CRF) to be submitted by the DESIGN SECTION ENGINEER at the start of the project. A revised Consultant Rate Form must be submitted when labor rates increase and when a newly hired employee is added to the TOLLWAY project.

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

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

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

REIMBURSABLE DIRECT COSTS - The Reimbursable Direct Costs Worksheet determines the total dollar amount of Direct costs for the project. See Exhibit D. The 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 \$ 5,000,000.00 (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 I-19-4498

SUBMITTED BY:

FIRM NAME: Infrastructure Engineering Inc.

ADDRESS: One South Wacker Drive, Suite 2650

CITY, STATE &
ZIP CODE: Chicago, Illinois 60606

TELEPHONE: 312.425.9560

FACSIMILE: 312.425.9564

SIGNED BY:



PRINTED NAME: Michael Sutton, PE

TITLE: President

EXHIBIT F

CONTRACT I-19-4498

(Infrastructure Engineering Inc.)

SCOPE OF SERVICES

Phase II engineering services are required for work tasks that may include preparation of contract plans and engineering studies and other technical services as directed by the Illinois Tollway. Typical tasks will include projects that are required for the Tollway system, and may include, but not be limited to:

1. Corridor landscaping.
2. Truck parking design at locations determined by the Illinois Tollway.
3. Community improvements at 87th and Roberts Road.
4. Pedestrian overpass in Schiller Park.
5. On call and as- needed work related on the Tollway system.

The upper limit of compensation will be set at \$5,000,000 to be authorized for use as individual projects are needed.

EXHIBIT G

CONTRACT I-19-4498

(Infrastructure Engineering Inc.)

CURRENT OBLIGATIONS FOR PROJECT

| Route & Job No. | Work Scope and Description of Project | Fee (Including all Supplemental and Extra Work Orders) | Fee Remaining to Be Earned | Estimated Date of Completion |
|-------------------------------|---------------------------------------|--|----------------------------|------------------------------|
| RR-18-4434 - PSB 18-4 Item 4 | Item 4: Phase III CM Upon Request | \$5,000,000 | \$1,500,000 | Apr-22 |
| I-19-4708 - PSB 19-3 Item 1 | Item 1: Phase III Services | \$1,140,000 | \$1,140,000 | Dec-22 |
| RR-19-4498 - PSB 19-3 Item 13 | Item 13: Phase II Design Upon Request | \$5,000,000 | \$3,150,000 | Apr-25 |



ILLINOIS TOLLWAY
STANDARD BUSINESS TERMS AND CONDITIONS

I-19-4498

ILLINOIS TOLLWAY CONTRACT NO.:

CONTRACTOR/CONSULTANT NAME:

Infrastructure 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>.
15. **ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
16. **CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee, or State Purchasing Officer signs a master

contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.

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

accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

23. REPORTING, STATUS AND MONITORING SPECIFICATIONS:

- 23.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.
- 23.2 By August 31 of each year, Vendor shall report to the Agency or University the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups. 35 ILCS 5/216, 5/217.

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

25. SUPPLEMENTAL PROVISIONS

25.1 TOLLWAY SUPPLEMENTAL PROVISIONS

25.1.1 Agents and Employees:

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

25.1.2 Publicity:

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

25.1.3 Third Party Beneficiaries:

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

25.1.4 Successors In Interest:

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

25.1.5 Venue:

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

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

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

25.1.5.3 The Tollway is not currently an appropriated agency.

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

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

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

25.3 PAYMENT DATA REPORTING REQUIREMENT

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

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

25.4 VENDOR SUPPLEMENTAL PROVISIONS

Vendor Supplemental Provisions:

STATE OF ILLINOIS
SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

Infrastructure Engineering, Inc.

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

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

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

| | |
|---|-----------|
| Agreed: Infrastructure Engineering Inc. | Agreed: |
| By: Michael Sutton | By: |
| Signed: [REDACTED] | Signed: |
| Position: President | Position: |
| Date: 3/9/2020 | Date: |



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

Date: 3/9/2020 **Project Number:** I-19-4498

Project Name: PSB 19-3 Item 13 Tri-State Tollway, Design 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: Infrastructure Engineering, Inc.

Federal Employment Identification Number (FEIN): [REDACTED]

E-Mail: msutton@infrastructure-eng.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> |
|--|---------------------------------------|---|-----------------------------|---|
| DLZ Illinois, Inc | | 8430 W Bryn Mawr Ave Ste 100, Chicago, IL 60631 | Landscape Design | 10 |
| Juneau Associates, Inc., P.C. | | 555 W Central Rd Suite 101, Hoffman Estates, IL 60192 | Surveying | 4 |
| KDM Engineering, PLLC | | 35 E Wacker Dr #800, Chicago, IL 60601 | Lighting | 5 |
| WANG ENGINEERING, INC. | | 1145 N Main St, Lombard, IL 60148 | Geotechnical | 3 |
| AECOM Technical Services, Inc. | | 303 E Wacker Dr #1400, Chicago, IL 60601 | Lighting | 15 |

Signature: [REDACTED]

Date: 3/9/2020

Printed Name: Michael Sutton

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 11491

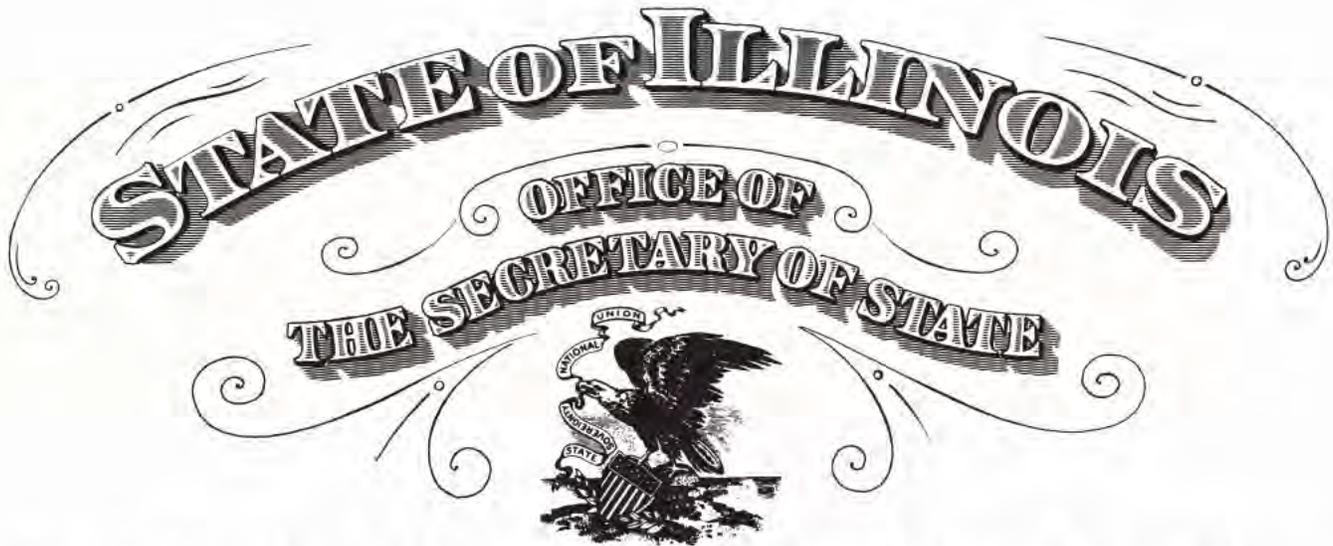
Infrastructure Engineering, Inc.

One South Wacker Drive
Suite 2650
Chicago IL 60606

Information for this business last updated on:
Tuesday, April 10, 2018

Certificate produced on Tuesday, April 10, 2018 at 11:49 AM





To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

INFRASTRUCTURE ENGINEERING, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON AUGUST 08, 1986, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 27TH day of JANUARY A.D. 2020 .

Jesse White

SECRETARY OF STATE

**STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER**

I certify that:

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

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

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

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

Name:

Business Name: Infrastructure Engineering, Inc.

Taxpayer Identification Number:

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

or

Employer Identification Number: 

Legal Status (check one):

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

Signature of Authorized Representative: 

Date: March 9, 2020

STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

BidBuy Reference #: B-11591, Item 13

Procurement/Contract #: I-19-4498

This Forms B may be used when responding to an Invitation for Bid (IFB) or a Request for Proposal (RFP) if the vendor is registered in the Illinois Procurement Gateway (IPG) and has an active State of Illinois Vendor Registration Number. The IPG assigns a unique State of Illinois Vendor Registration Number and expiration date upon the Chief Procurement Office's acceptance of an IPG application.

If a vendor does not have an active State of Illinois Vendor Registration Number, then the vendor must complete and submit Forms A with their response. Failure to do so may render the submission non-responsive and result in disqualification.

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

1. Certification of Illinois Procurement Gateway Registration

My business has an active State of Illinois Vendor Registration Number.

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

State of Illinois Vendor Registration Number: 20069181

IPG Expiration Date: March 17, 2021

2. Certification Timely to this Solicitation or Contract

Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e).

Yes No

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

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

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

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

| Name | Address | Relationship to Disclosing Entity |
|------|---------|-----------------------------------|
| NA | NA | NA |
| | | |

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

4. Disclosure of Current and Pending Contracts

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

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

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

| Agency | Project Title | Status | Value | Contract Reference/P.O./Illinois Procurement Bulletin # |
|---|---------------------------|---------------------------|---------------------------|---|
| Please see the page following this document | Click here to enter text. |
| Click here to enter text. | Click here to enter text. | Click here to enter text. | Click here to enter text. | Click here to enter text. |

5. Signature

As of the date signed below, I certify that:

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

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

This disclosure information is submitted on behalf of:

Vendor Name: Infrastructure Engineering Inc.

Phone: 312.425.9560

Street Address: 1 South Wacker, Suite 2650

Email: msutton@infrastructure-eng.com

City, State, Zip: Chicago, IL 60606

Vendor Contact: Michael Sutton

Signature: 

Date: March 25, 2020

Printed Name: Michael Sutton

Title: President

Current and Pending Contracts

| Contracts Agency/University | Project Title/Description | Status | Value | Contract Reference/ P.O./ Illinois Procurement Bulletin # |
|---------------------------------------|--|---------|-------------|---|
| Capital Development Board | Peoria Armory Road Rehabilitation | Active | \$111,400 | #546-260-022; Contract # 12002710 |
| Capital Development Board | CDB NEIU Education Building | Pending | Pending | QBS No. 00-0000-0814 |
| Capital Development Board | Rehabilitate Group Camp Areas Pere Marquette State Park, Jersey County | Active | \$272,000 | Project # 102-419-079 |
| Illinois Department of Transportation | Construction Inspection for mainline grading of IL 336/IL 110, District Four Phase III Engineering | Active | \$400,000 | PTB 165/15 |
| Illinois Department of Transportation | Construction Inspection, Various Routes, Various Counties, Region Three/District Four Phase III Engineering | Active | \$1,500,000 | PTB 163/23 |
| Illinois Department of Transportation | Create railroad | Active | \$578,000 | PTB 131/24 |
| Illinois Department of Transportation | Construction DUR –District 5 Phase II Engineering | Active | \$500,000 | PTB 158/24 |
| Illinois Department of Transportation | IL 137 Reconstruction Phase II Engineering | Active | \$264,000 | PTB 161/13 |
| Illinois Department of Transportation | Biggsville - District 4 Phase III | Active | \$454,000 | PTB 162/25 |
| Illinois Department of Transportation | US 30 Inspection – District 1 | Active | \$525,000 | PTB 169/15 |
| Illinois Department of Transportation | District 1 – Various Phase 1 | Active | \$1,200,000 | PTB 170/4 |
| Illinois Department of Transportation | Wood Street Phase 2 | Active | \$1,800,000 | PTB 173/1 |
| Illinois Department of Transportation | Cedar Street Extension | Active | \$15,000 | PTB 176/15 |
| Illinois Department of Transportation | Route 317 over Copperas Creek Phase I/II | Pending | \$12,179 | PTB 187/8 |
| Illinois Department of Transportation | Construction Inspection for I-90 at I-290/Congress Pkwy (Jane Byrne Interchange) Monroe Street Bridge | Pending | \$87,283 | PTB 183/5 |
| Illinois Department of Transportation | Route 317 over Copperas Creek Phase I/II | Pending | \$12,179 | PTB 187/8 |
| Illinois Department of Transportation | IL 17 over Edwards River - Phase III | Pending | Pending | PTB 188/21 |
| Illinois Department of Transportation | IL 40 Phase 1 and 2 | Pending | Pending | PTB 189/22 |
| Illinois Department of Transportation | 75th Street Corridor Management | Pending | Pending | PTB 189/27 |
| Illinois Department of Transportation | District 2 - Phase 2 Various Various | Pending | Pending | PTB 190/24 |
| Illinois Department of Transportation | US 50 Phase 3 | Pending | Pending | PTB 190/29 |
| Illinois State Toll Highway Authority | Item 3: I-90 Widening and Reconstruction IL 53 to Higgins Road. Phase II Engineering. | Active | \$281,000 | I-11-4017 - PSB 11-4 Item 3 |
| Illinois State Toll Highway Authority | Item 6: I-90 Elmhurst Road Interchange. Phase II Engineering | Active | \$129,000 | I-11-4020 - PSB 11-4 Item 6 |
| Illinois State Toll Highway Authority | Item 14: 1-90/ Roadway, retaining wall and bridge reconstruction and widening on the Jane Addams Memorial Tollway Illinois Route 53 to 1-90. | Active | \$616,388 | I-13-4103 - PSB 13-1 Item 14 |
| Illinois State Toll Highway Authority | Item 5: Design Upon Request. On-call and as-needed Phase II Engineering Services. | Active | \$4,750,000 | RR-13-5681 - PSB 13-4 Item 5 |
| Illinois State Toll Highway Authority | Item 9: Phase III CM CUR | Active | \$1,200,000 | RR-14-5705 - PSB 14-3 Item 9 |
| Illinois State Toll Highway Authority | Item 2: Phase III CM CUR | Active | \$3,000,000 | I-15-4654 - PSB 15-2 Item 2 |
| Illinois State Toll Highway Authority | Item 2: Phase II EOWA - Eastbound Collector Distributor Road | Active | \$1,860,000 | I-17-4675 - PSB 17-2 Item 2 |
| Illinois State Toll Highway Authority | Item 6: I-88 and IL 47 Interchange | Active | \$14,000 | I-16-4274 - PSB 17-2 Item 6 |
| Illinois State Toll Highway Authority | Item 9: Phase II Roadway and Bridge Rehabilitation Veterans Memorial | Active | \$450,000 | RR-16-4256 - PSB 16-1 Item 9 |
| Illinois State Toll Highway Authority | Phase III CUR | Active | \$7,500 | I-18-4695 |
| Illinois State Toll Highway Authority | Phase III CUR | Active | \$7,500 | RR-17-4293 - Task 2 |
| Illinois State Toll Highway Authority | Phase III CUR | Active | \$5,000,000 | RR-18-4434 |
| Illinois State Toll Highway Authority | Item 1: Phase III CM | Pending | \$1,140,000 | I-19-4708 |
| Illinois State University | West Campus Drive | Active | \$51,146 | #10710 |

Vendor Registration: View

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

Infrastructure Engineering, Inc.

System Vendor Number: 20069181

[View All Forms in PDF](#) [Download Documents](#)

Vendor Registration

| | |
|--|--|
| TYPE | State of Illinois Vendor Registration |
| DESCRIPTION | Register to do business with the State of Illinois |
| DATE SUBMITTED | 3/9/2020 |
| STATUS | Accepted |
| STATE OF ILLINOIS VENDOR REGISTRATION NUMBER | IPG-0374234 |
| REVIEWER | Yarvo Roberts |
| DATE REVIEWED | 3/17/2020 |
| PUBLIC REVIEW COMMENTS | |
| PRIVATE REVIEW COMMENTS | |
| EXPIRATION DATE | 3/17/2021 |
| FLAG FORM | Add Flag |

Settings

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

Entity Information

| | |
|-----------------------------|--|
| BUSINESS NAME | Infrastructure Engineering, Inc. |
| CONTACT FOR THIS SUBMISSION | Siobhan Sutton (change contact) |
| PRIMARY CONTACT EMAIL | ssutton@infrastructure-eng.com |
| PHONE | 312-425-9560 |
| FAX | 312-425-9564 |
| COMPANY EMAIL | msutton@infrastructure-eng.com |
| TAX ID NUMBER | ██████████ |
| COMPANY TYPE | Corporation |
| ADDRESS | One South Wacker Drive Suite 2650 Chicago, IL 60606 |

Vendor Registration: View Form

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

Infrastructure Engineering, Inc.

System Vendor Number: 20069181

[Return to Main Form](#)
[View Clean Form in PDF](#)

Vendor Registration

| | |
|------------------|---|
| FORM NAME | A - B. Business Information & Additional Information |
| DESCRIPTION | Complete section A and B, in order to submit this form. |
| DATE SUBMITTED | 3/9/2020 |
| STATUS | Accepted |
| BUSINESS NAME | Infrastructure Engineering, Inc. |
| POINT OF CONTACT | Siobhan Sutton |
| FLAG FORM | Add Flag |

A. Business Information

| | | |
|--|---|--------------------------|
| 1. YOUR BUSINESS IS REGISTERING AS A | Prime Contractor and Subcontractor | <input type="checkbox"/> |
| 2. NAME OF CEO/BUSINESS OWNER | Michael Sutton | <input type="checkbox"/> |
| 3. ANNUAL SALES/GROSS RECEIPTS | 16347579 | <input type="checkbox"/> |
| 4. WHEN WAS YOUR BUSINESS ESTABLISHED? | 10/23/1997 | <input type="checkbox"/> |
| 5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS? | The business conducts business statewide. | <input type="checkbox"/> |
| 6. CONTACT PERSON FOR THIS VENDOR REGISTRATION | Siobhan Sutton | <input type="checkbox"/> |
| CONTACT PERSON TITLE | Administrative & Marketing Support | |
| CONTACT PERSON PHONE | 312-425-9560 | |
| CONTACT PERSON EMAIL | ssutton@infrastructure-eng.com | |

B. Additional Information

| | | |
|--|---|--------------------------|
| 1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY? | Business Enterprise Program (BEP) / Veterans Business Program (VBP) | <input type="checkbox"/> |
|--|---|--------------------------|

Vendor Registration: View Form

Help & Tools 

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

Infrastructure Engineering, Inc.

System Vendor Number: 20069181

Return to Main Form

[View Clean Form in PDF](#)

Vendor Registration

| | |
|------------------|--|
| FORM NAME | C. Small Business Set-Aside Program |
| DESCRIPTION | Complete the Small Business Set-Aside Program form |
| DATE SUBMITTED | 3/9/2020 |
| STATUS | Accepted |
| BUSINESS NAME | Infrastructure Engineering, Inc. |
| POINT OF CONTACT | Siobhan Sutton |
| FLAG FORM | Add Flag |

C. Small Business Set-Aside Program

1. WOULD YOU LIKE TO APPLY/RE-QUALIFY FOR THE SMALL BUSINESS SET-ASIDE PROGRAM? **No**

Additional Information

STAFF ATTACHED FILE(S)

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Infrastructure Engineering, Inc.

System Vendor Number: 20069181

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Vendor Registration

| | |
|------------------|---|
| FORM NAME | D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois |
| DESCRIPTION | Complete section D and E, in order to submit this form. |
| DATE SUBMITTED | 3/9/2020 |
| STATUS | Accepted |
| BUSINESS NAME | Infrastructure Engineering, Inc. |
| POINT OF CONTACT | Siobhan Sutton |
| FLAG FORM | Add Flag |

D. Department of Human Rights (DHR)

| | | |
|--|---|---|
| 1. HIGHEST NUMBER OF EMPLOYEES (INCLUDING FULL AND PART TIME EMPLOYEES) AT ANY TIME DURING THE PAST YEAR | 80 |  |
| 2. SELECT THE DHR STATUS OF YOUR BUSINESS | My business had 15 or more employees at any time within the past year. 110906-00, 07/05/2021 |  |

E. Authorized to do Business in Illinois

| | | |
|---|---|---|
| 1. IS YOUR BUSINESS REGISTERED AND AUTHORIZED TO DO BUSINESS IN ILLINOIS? | Yes, registered and in good standing with the Illinois Secretary of State |  |
|---|---|---|

Additional Information

STAFF ATTACHED FILE(S)

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Infrastructure Engineering, Inc.

System Vendor Number: 20069181

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Vendor Registration

| | |
|------------------|--|
| FORM NAME | F - G. Certifications & Board of Elections |
| DESCRIPTION | Complete section F - G, in order to submit the form. |
| DATE SUBMITTED | 3/9/2020 |
| STATUS | Accepted |
| BUSINESS NAME | Infrastructure Engineering, Inc. |
| POINT OF CONTACT | Siobhan Sutton |
| FLAG FORM | Add Flag |

F. Certifications

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

Yes

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

N/A

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

19. VENDOR CERTIFIES THAT NEITHER VENDOR NOR ANY SUBSTANTIALLY OWNED AFFILIATE IS PARTICIPATING OR SHALL

PARTICIPATE IN AN INTERNATIONAL BOYCOTT IN VIOLATION OF THE U.S. EXPORT ADMINISTRATION ACT OF 1979 OR THE APPLICABLE REGULATIONS OF THE UNITED STATES DEPARTMENT OF COMMERCE. 30 ILCS 582

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

N/A

G. Board of Elections (BOE)

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

7/20

Yes, I certify my business is registered with BOE.

11491

Additional Information

STAFF ATTACHED FILE(S)

Attach File

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Infrastructure Engineering, Inc.

System Vendor Number: 20069181

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Vendor Registration

| | |
|------------------|---|
| FORM NAME | H. Iran Disclosure |
| DESCRIPTION | Complete section H, in order to submit this form. |
| DATE SUBMITTED | 3/9/2020 |
| STATUS | Accepted |
| BUSINESS NAME | Infrastructure Engineering, Inc. |
| POINT OF CONTACT | Siobhan Sutton |
| FLAG FORM | Add Flag |

H. Iran Disclosure

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

No business operations to disclose.

Additional Information

STAFF ATTACHED FILE(S)

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Infrastructure Engineering, Inc.

System Vendor Number: 20069181

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Vendor Registration

| | |
|------------------|--|
| FORM NAME | I. Financial Disclosure & Conflicts of Interest |
| DESCRIPTION | Complete the Financial Disclosure & Conflicts of Interest form |
| DATE SUBMITTED | 3/9/2020 |
| STATUS | Accepted |
| BUSINESS NAME | Infrastructure Engineering, Inc. |
| POINT OF CONTACT | Siobhan Sutton |
| FLAG FORM | Add Flag |

I. Financial Disclosures & Conflicts of Interest

A. IDENTIFY THE APPLICABLE ENTITY TYPE. Yes

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

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

No

C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST Yes

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

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

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

| Document | Status |
|---|--|
| List of individuals or entities meeting one or more of the listed thresholds. IPG Percentage of Ownership and Distributive Income Form (DOCX) IPG Percentage of Ownership and Distributive Income Form (1).docx (DOCX) IPG Percentage of Ownership and Distributive Income Form (2).docx (DOCX) IPG Percentage of Ownership and Distributive Income Form.docx (DOCX) | Attached by Siobhan Sutton on 3/9/2020 |

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

Yes

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

Yes

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

Not applicable - For-Profit Entity

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

STATES, OR ANY UNIT OF LOCAL GOVERNMENT AUTHORIZED BY THE CONSTITUTION OF THE STATE OF ILLINOIS OR THE STATUTES OF THE STATE OF ILLINOIS?

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

Additional Information

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

Vendor Name: Infrastructure Engineering, Inc.

DBA: N/A

INSTRUCTIONS:

1. Ownership Share – Provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, **or** the dollar value of their ownership if said dollar value exceeds \$106,447.20.
2. Distributive Income – Provide the name and address of each individual or entity and their percentage of the disclosing vendor’s total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, **or** the dollar value of their distributive income if said dollar value exceeds \$106,447.20.
3. Additional rows may be inserted into the tables or an attachment in a substantially similar format may be provided if needed.

| Name | Address | % of Ownership | \$ Value of Ownership | % of Distributive Income | \$ Value of Distributive Income |
|---|---|---|---|---|---|
| Michael Sutton | [REDACTED] | 89.4% | \$920,000.00 | 89.4% | \$920,000.00 |
| Kashif Khan | [REDACTED] | 10.6% | \$110,000.00 | 10.6% | \$110,000.00 |
| Click here to enter text. |
| Click here to enter text. |
| Click here to enter text. |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

Additional Insured if Required by Contract

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional “insured” under this Coverage Part, such person or organization is an “insured”; but only to the extent that such person or organization qualifies as an “insured” under paragraph A.1.c. of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional “insured” under this Coverage Part, the most we will pay on behalf of such additional “insured” is the lesser of:

- (1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or
- (2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered “autos”, “insureds”, premiums paid, claims made or vehicles involved in the “accident”, the most we will pay for the total of all damages and “covered pollution cost or expense” combined resulting from any one “accident” is the Limit of Insurance for Liability Coverage shown in the Declarations.

B. The following is added to SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph B. General Conditions, subparagraph 5. Other Insurance:

Primary and Non-Contributory

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional “insured” under SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured, subparagraph Additional Insured if Required by Contract is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional “insured” as a Named Insured. We will not seek contribution from any other insurance available to the additional “insured” except:

- (1) For the sole negligence of the additional “insured”; or
- (2) For negligence arising out of the ownership, maintenance or use of any “auto” not owned by the additional “insured” or by you, unless that “auto” is a “trailer” connected to an “auto” owned by the additional “insured” or by you; or
- (3) When the additional “insured” is also an additional “insured” under another liability policy.

C. This endorsement will apply only if the “accident” occurs:

1. During the policy period;
2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and
3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional “insured”.

D. Coverage provided to an additional “insured” will not be broader than coverage provided to any other “insured” under this Coverage Part.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

| | | |
|-----|---|----------|
| 1. | Additional Insured by Contract, Agreement or Permit | Included |
| 2. | Additional Insured – Primary and Non-Contributory | Included |
| 3. | Blanket Waiver of Subrogation | Included |
| 4. | Bodily Injury Redefined | Included |
| 5. | Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators | Included |
| 6. | Knowledge of Occurrence | Included |
| 7. | Liberalization Clause | Included |
| 8. | Medical Payments – Extended Reporting Period | Included |
| 9. | Newly Acquired or Formed Organizations - Covered until end of policy period | Included |
| 10. | Non-owned Watercraft | 51 ft. |
| 11. | Supplementary Payments Increased Limits | |
| | - Bail Bonds | \$2,500 |
| | - Loss of Earnings | \$1000 |
| 12. | Unintentional Failure to Disclose Hazards | Included |
| 13. | Unintentional Failure to Notify | Included |

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

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

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

(1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

(2) Premises you own, rent, lease or occupy; or

(3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
- (4) Will not be broader than coverage provided to any other insured.
- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
- (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (3) To any lessor of equipment:
- (a) After the equipment lease expires; or
- (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
- (4) To any:
- (a) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or
- (b) Managers or lessors of premises if:
- (i) The occurrence takes place after you cease to be a tenant in that premises; or
- (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other insurance:**

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

- (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
- (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.

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

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

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

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

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

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition 3. "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions** subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to **SECTION V – DEFINITIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. Medical Payments – Extended Reporting Period

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. **Insuring Agreement**, subparagraph a.(3)(b) is replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. Newly Acquired Or Formed Organizations

SECTION II – WHO IS AN INSURED, Paragraph 3.a. is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. **Exclusions**, subparagraph g.(2) is replaced by the following:

g. Aircraft, Auto Or Watercraft

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs 1.b. and 1.d. are replaced by the following:

1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. **Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

Contract Information Sheet

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

Consultant Name: Infrastructure Engineering, Inc.

Contract Number: I-19-4498

Proposal Date: 3/9/2020

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract No.: I-19-4498

Consultant: Infrastructure Engineering, Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

| | | |
|--|--|--|
| <u>20,440.00</u> (Total Work Hours from Exhibit A) | <u>\$ 55.00</u> (Average Hourly Rate) | TOTAL DIRECT SALARY \$ <u>1,124,200.00</u> |
|--|--|--|

| | |
|--|-------------|
| 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>3,147,760.00</u> |
|---|------------------------|

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

| | |
|--------------------|--------------------|
| TOTAL DIRECT COSTS | \$ <u>2,240.00</u> |
|--------------------|--------------------|

C. SERVICES BY OTHERS

| | |
|--|----------------------|
| Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) | \$ <u>400,000.00</u> |
|--|----------------------|

| | |
|---|------------------------|
| Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) | \$ <u>1,450,000.00</u> |
|---|------------------------|

| | |
|--------------------------|------------------------|
| TOTAL SERVICES BY OTHERS | \$ <u>1,850,000.00</u> |
|--------------------------|------------------------|

D. ADDITIONAL SERVICES (Prime Consultant)

| | |
|---|---|
| \$ <u>-</u> | - |
| (Requires prior authorization before use) | |

ADDITIONAL SERVICES (Subconsultants)

| | |
|---|---|
| \$ <u>-</u> | - |
| (Requires prior authorization before use) | |

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

| |
|-------------------------------|
| \$ <u>5,000,000.00</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 |
| 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.: I-19-4498

Consultant: Infrastructure Engineering, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: Raspal Bajwa, P.E., C.F.M.

Project Engineer: Alexander Lane, P.E.

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: Steve Karlowski, P.E., S.E.

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Ken Smorynski, P.E., S.E.

Classification: Structural QAQC

Name: Michael, Kelly, P.E.

Classification: Roadway QAQC

Name: Nicholas Otte, P.E.

Classification: Roadway Engineer

Name: _____

Classification: _____



Project Principal
Clinton Ferguson, PE

QC/QA
Mike Kelly, PE
Roadway
Harish Goyal, PE
Civil/ Site
Ken Smorynski, PE, SE
Structural

Project Manager
Raspal Bajwa, PE - 80%*

Project Engineer
Alexander Lane, PE - 100%*

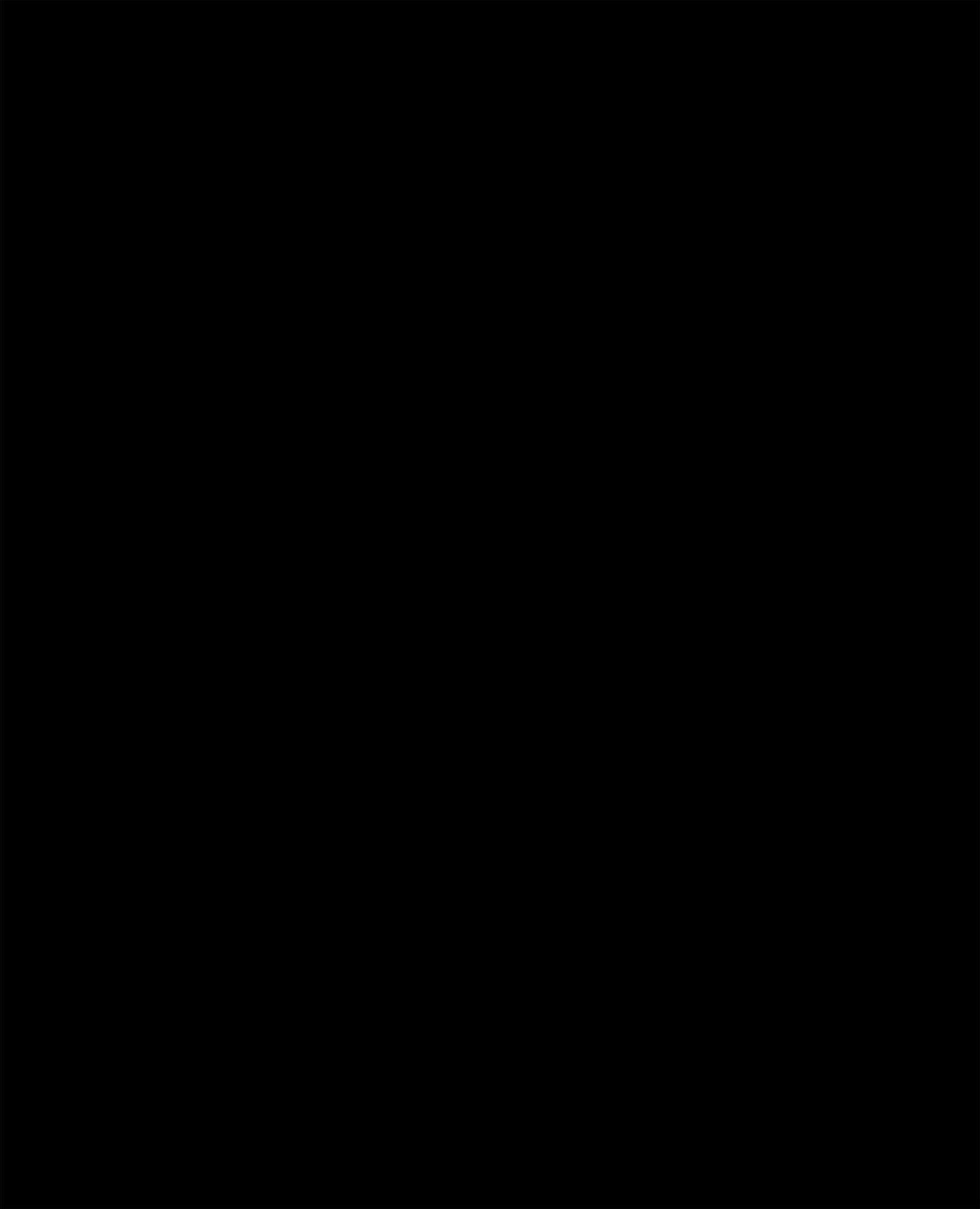


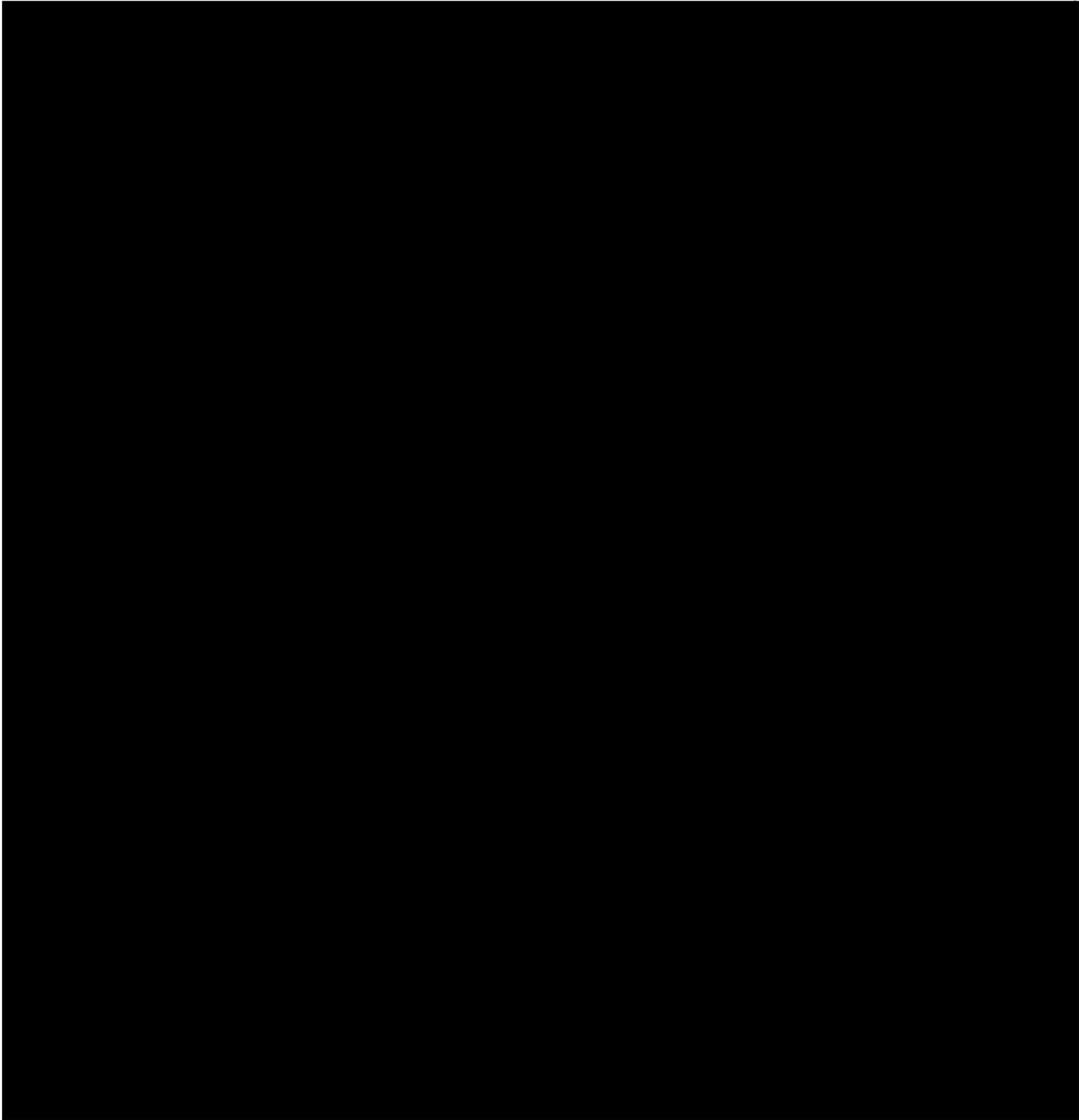
KEY:

- Infrastructure Engineering, Inc. (DMBE) - 63%*
- AECOM Technical Services, Inc. - 15%*
- DLZ Illinois, Inc. - 10%*
- KDM Engineering, Inc. (DMWBE) - 5%*
- JUNEAU Associates, Inc., P.C. (VOSB) - 4%*
- Wang Engineering, Inc. (DMBE) - 3%*

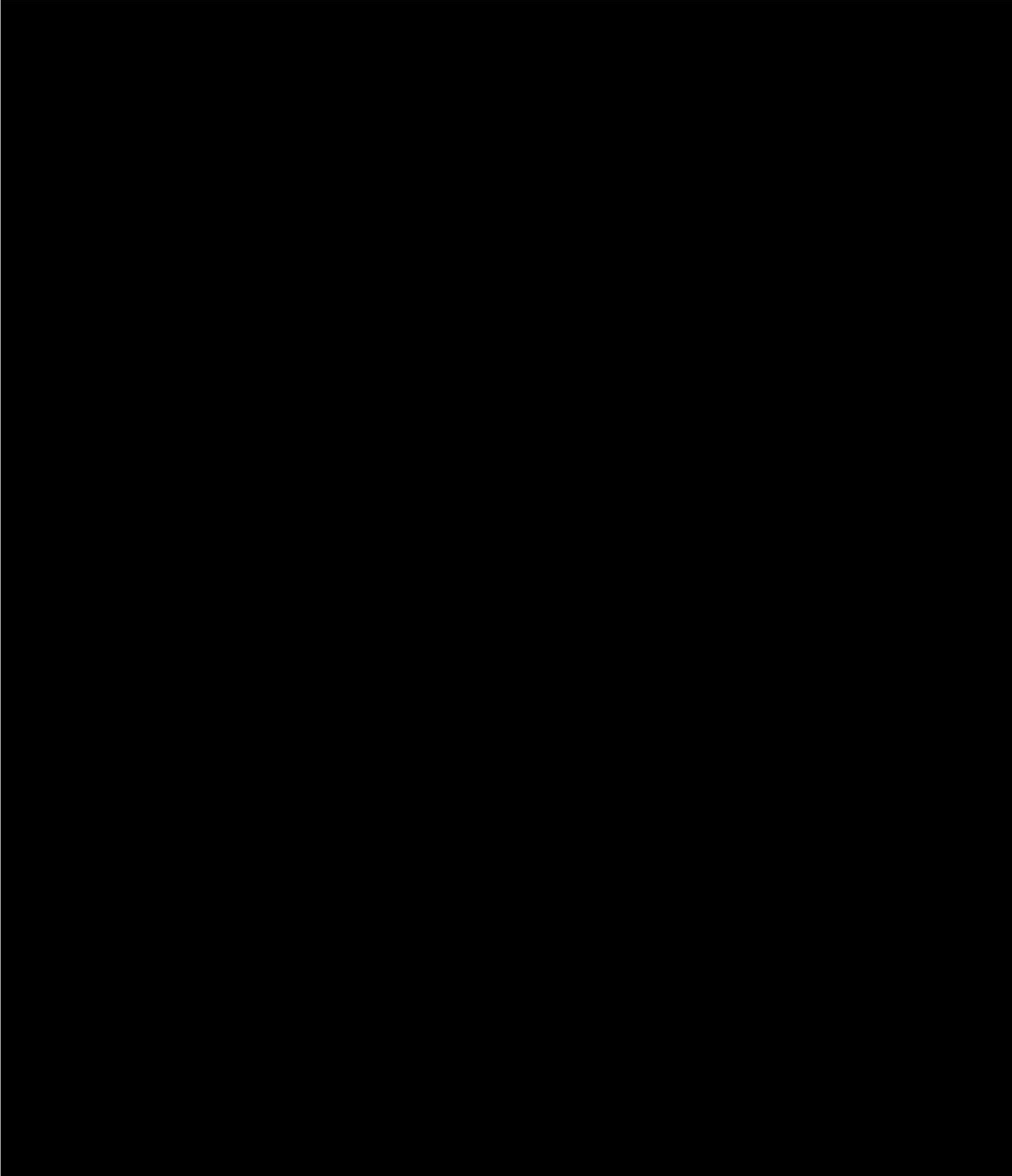
*Percentage involvement

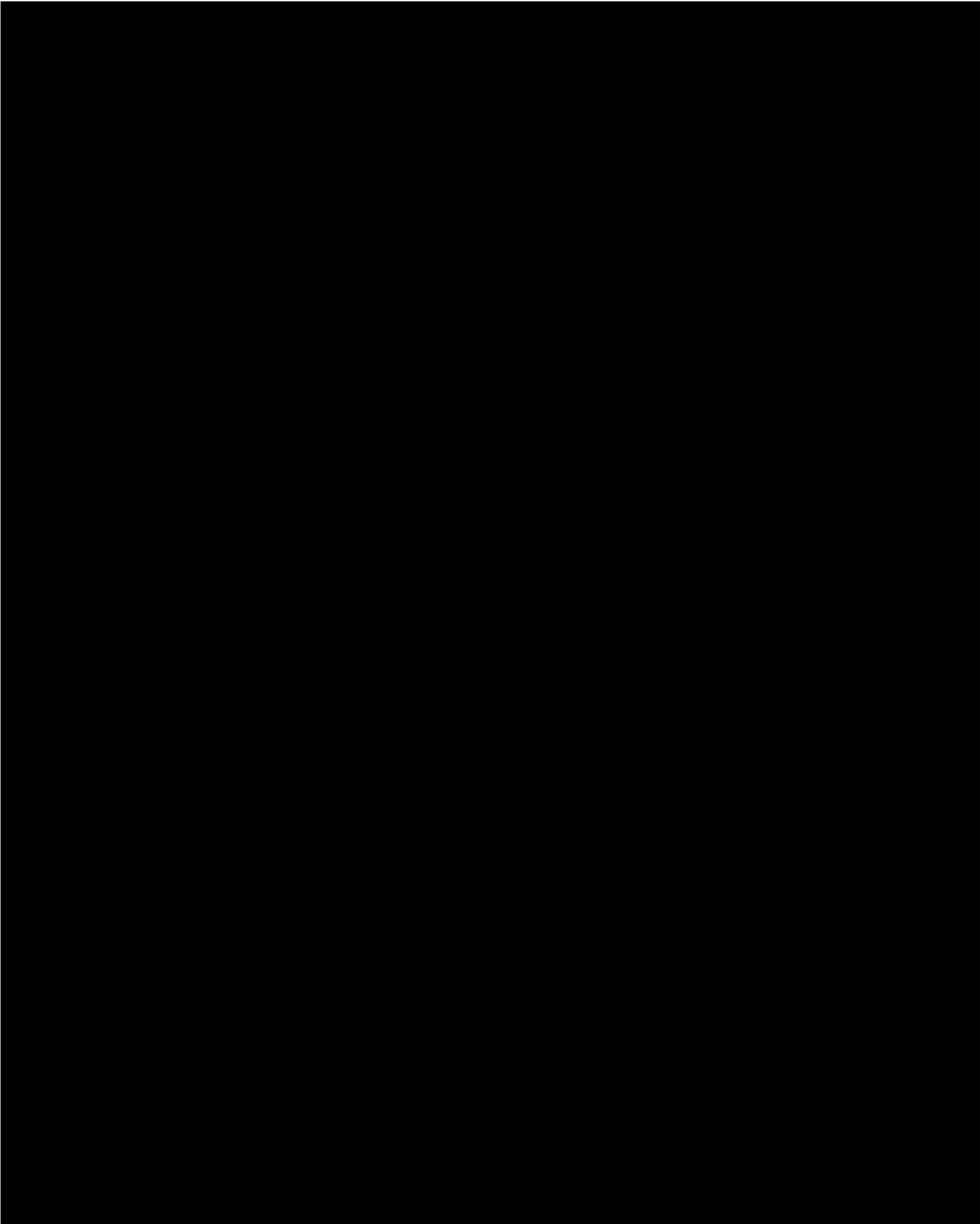
RASPAL BAJWA, P.E., C.F.M. | Project Manager



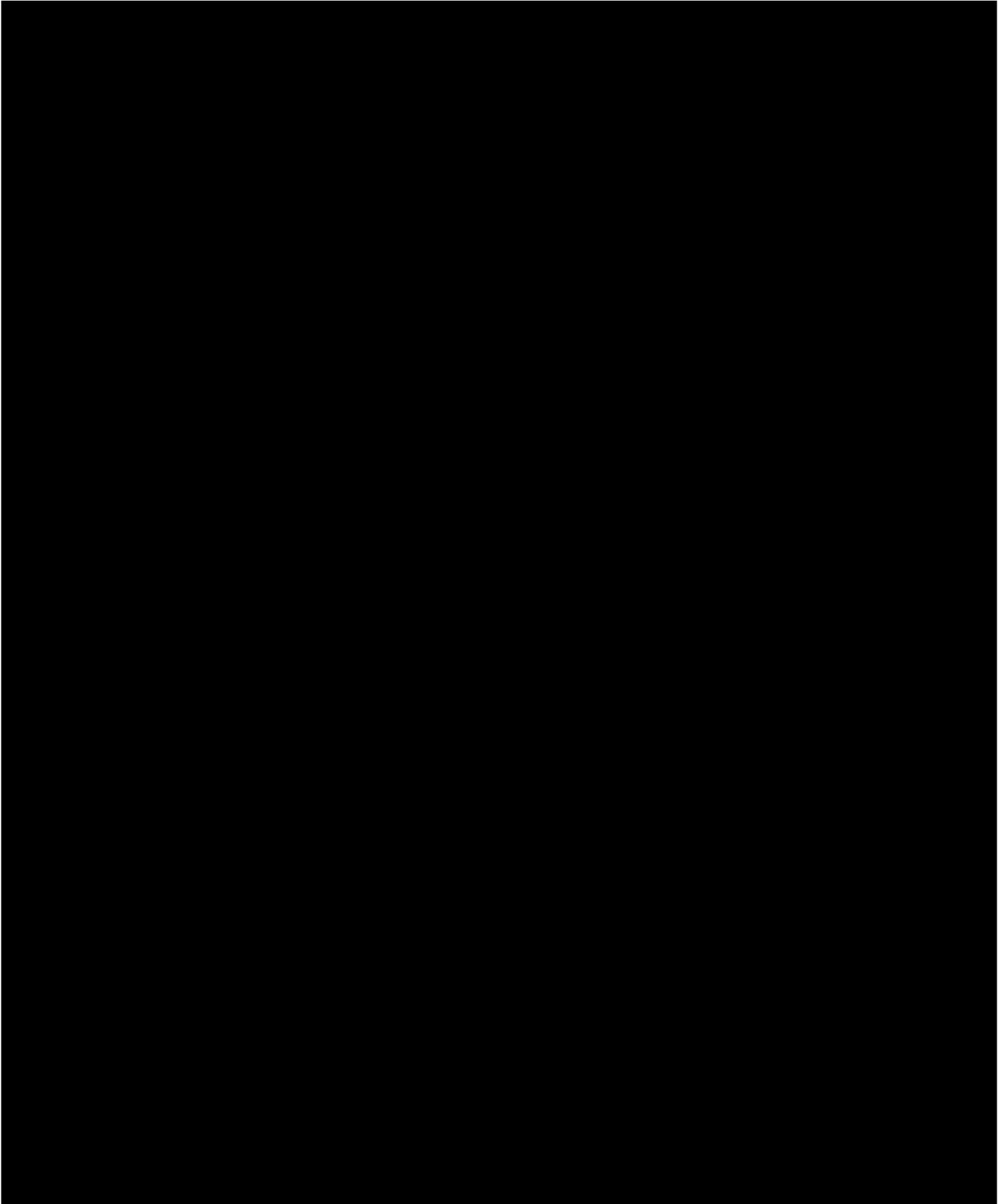


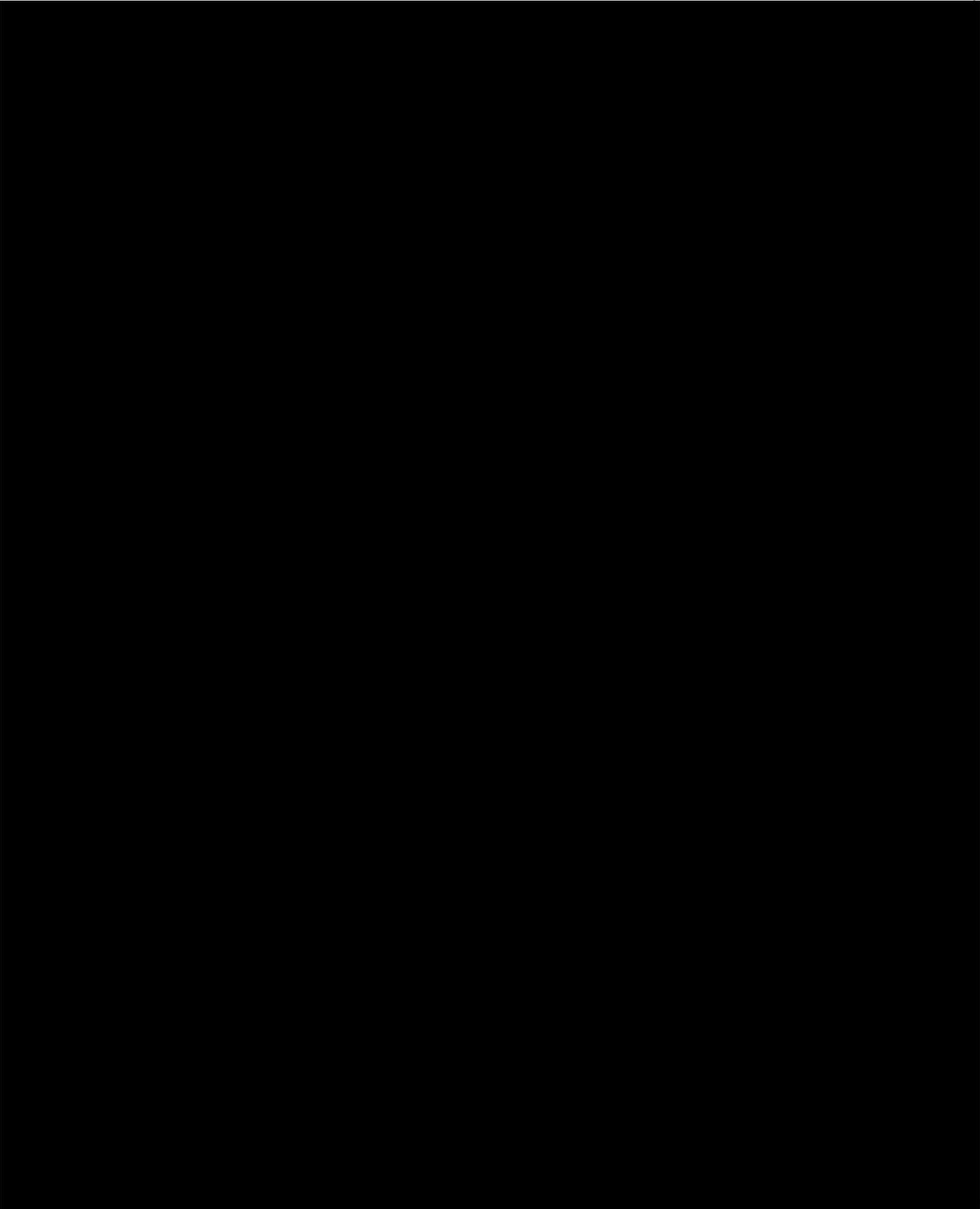
ALEXANDER LANE, P.E. | Project Engineer

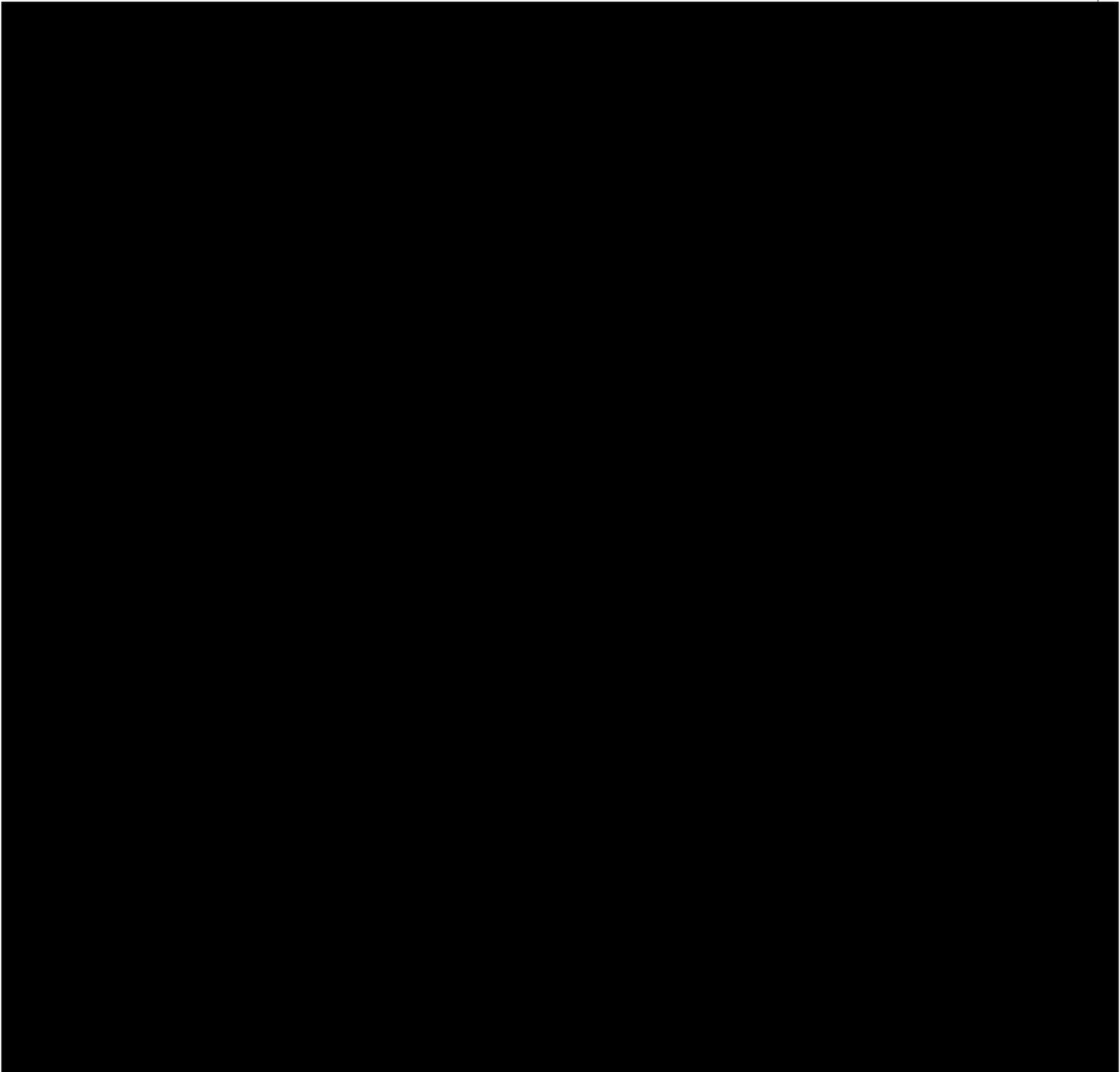




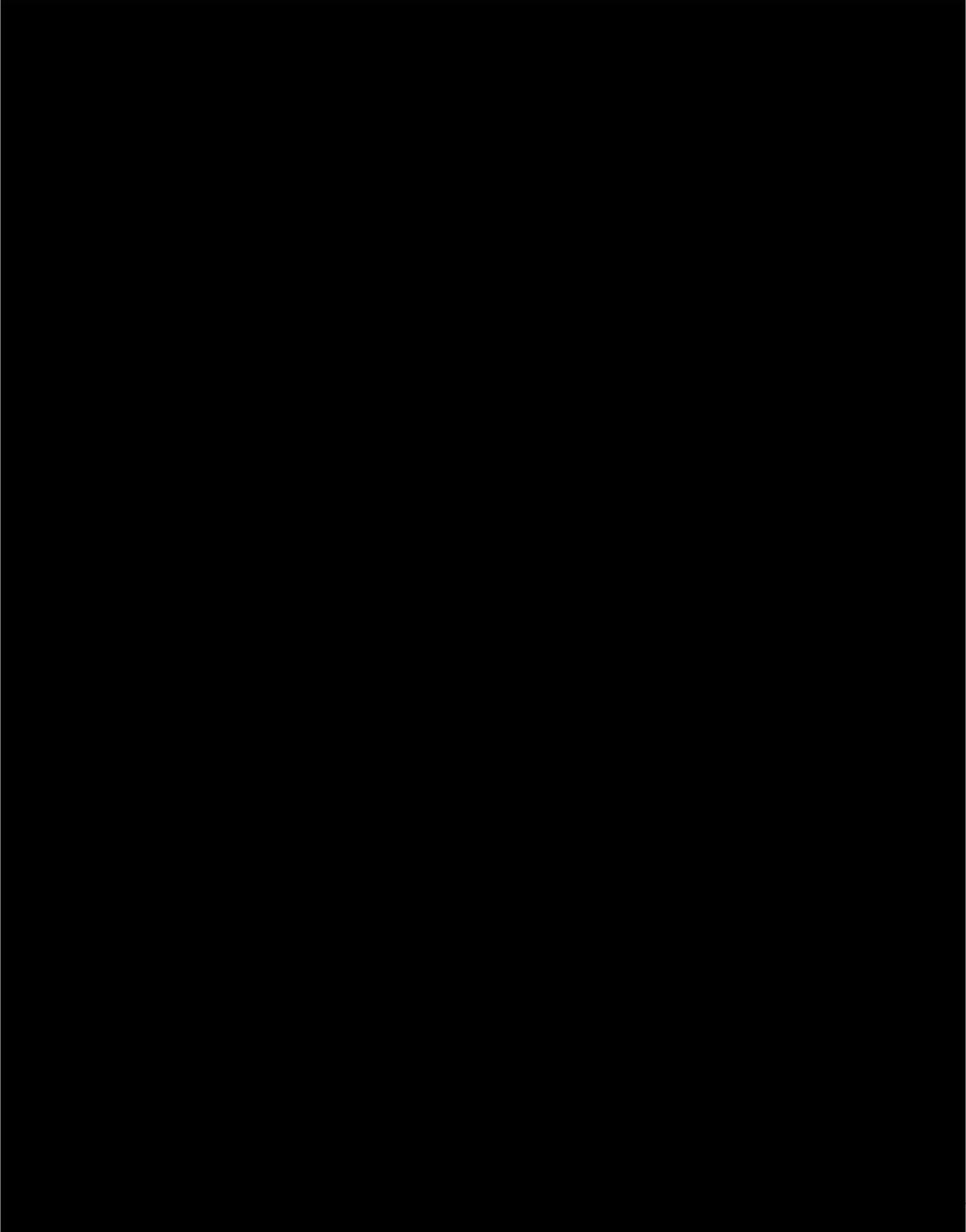


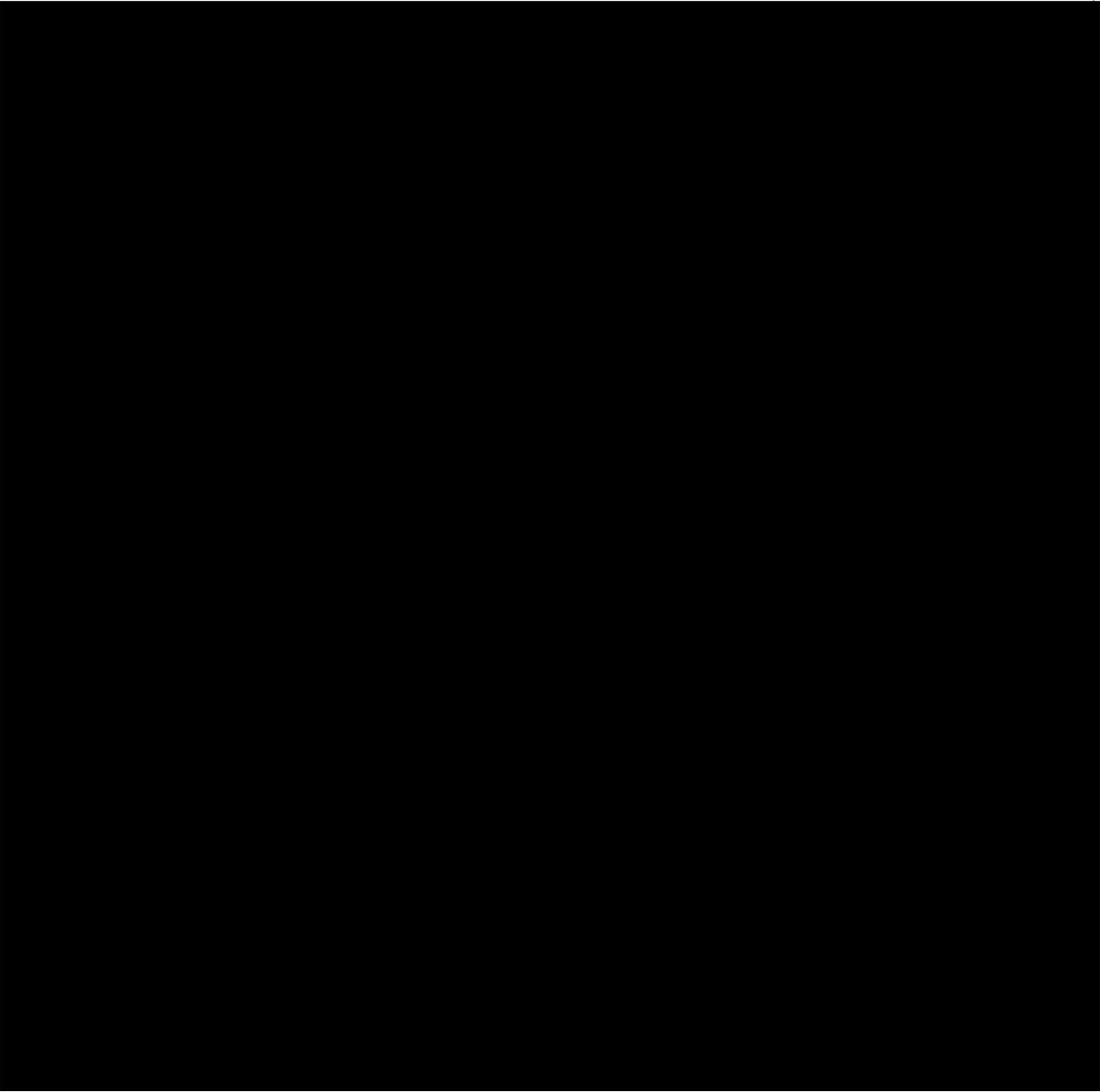


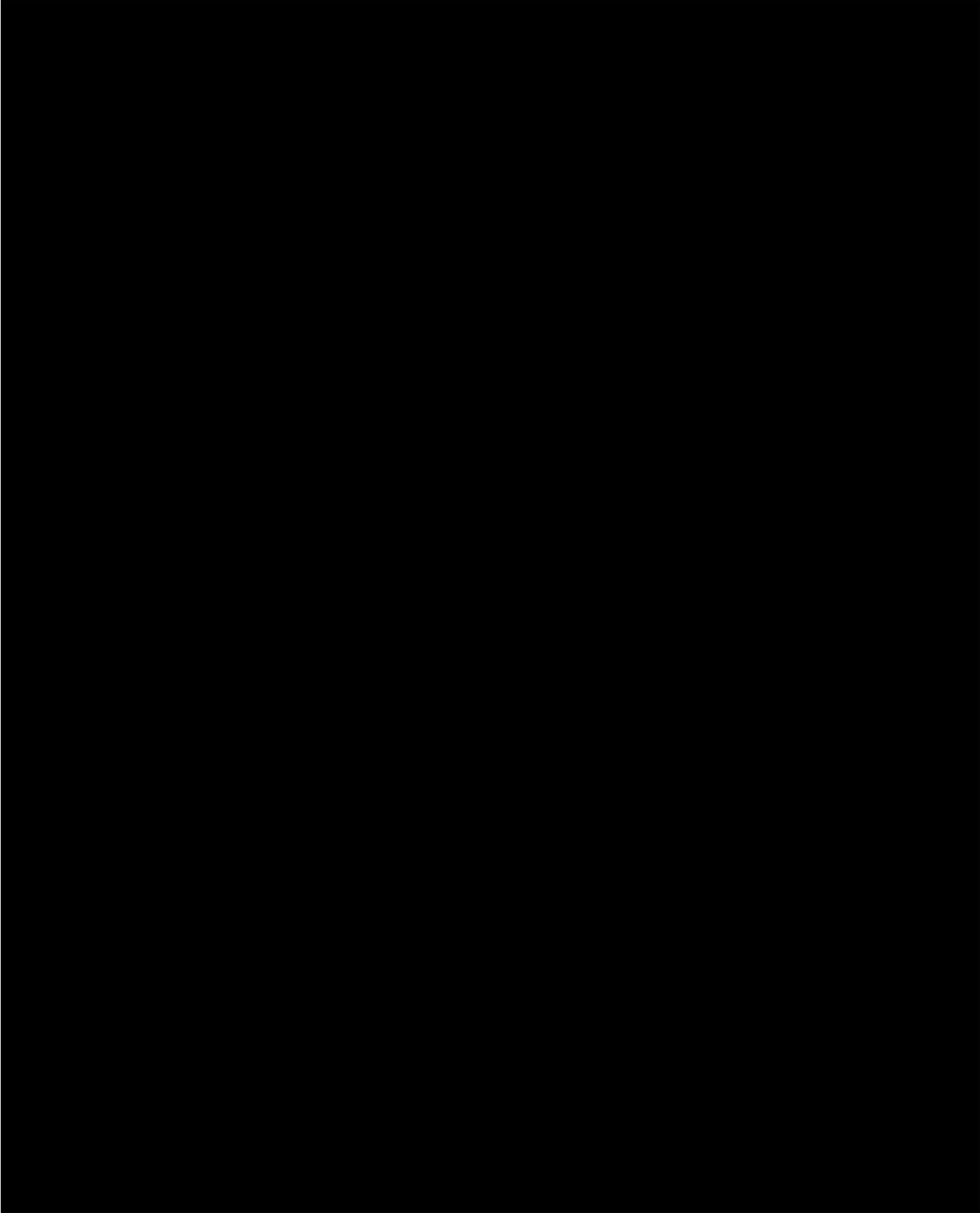


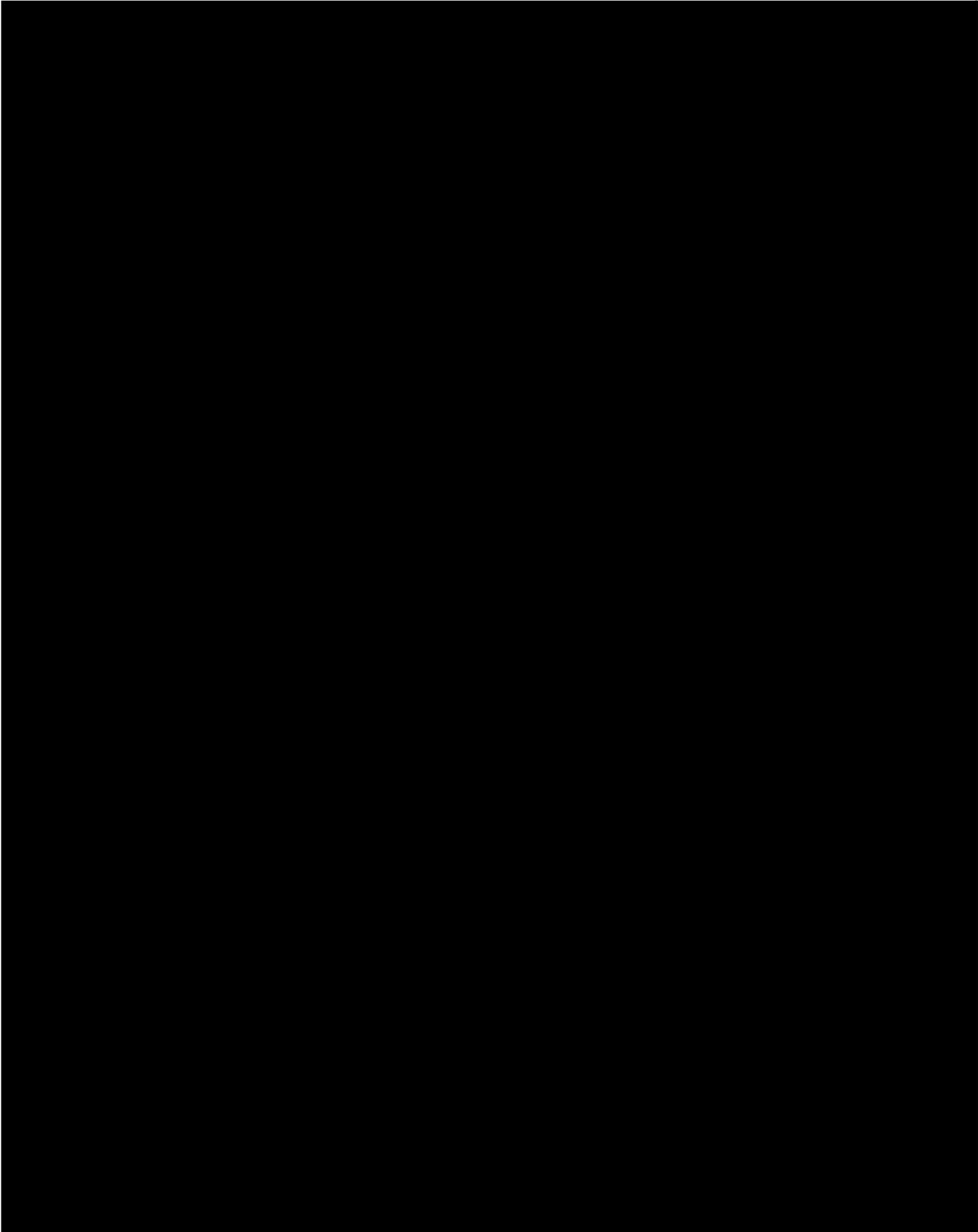


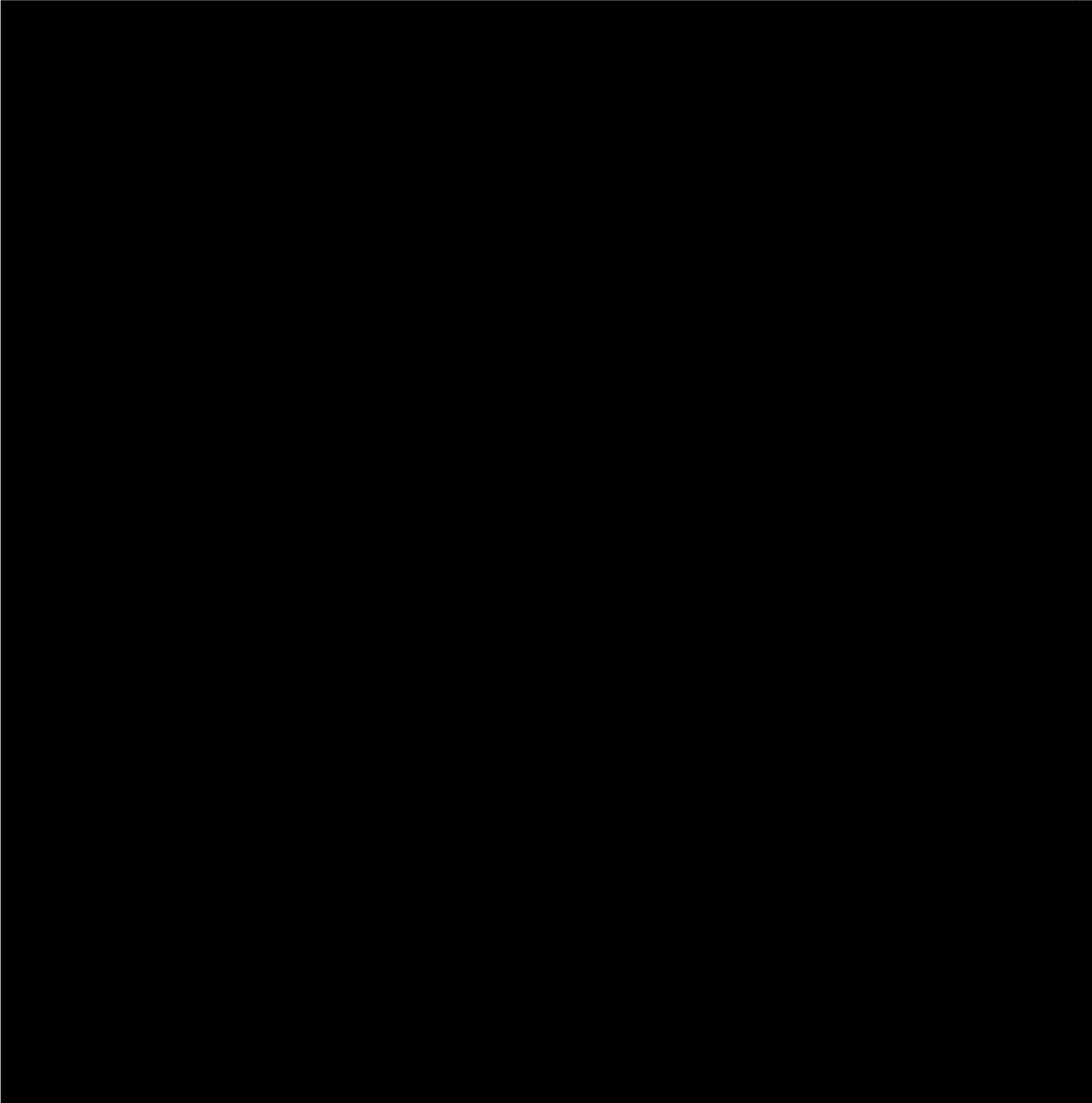
CHRISTA SCHNELL, P.E. | Project Engineer (Utilities)











STEVE KARLOWSKI, P.E., S.E. | Structural Lead

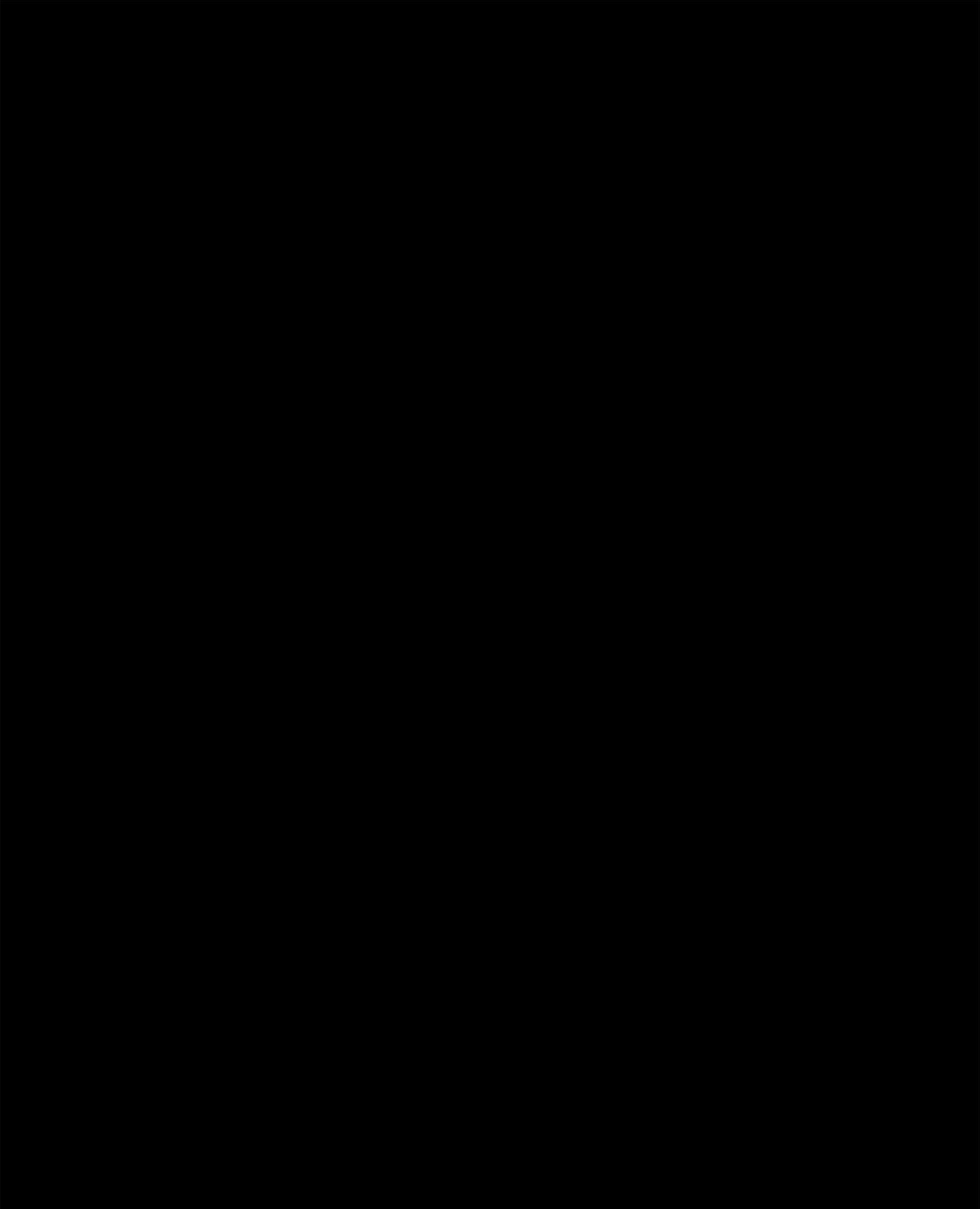


EXHIBIT F

Contract No. I-19-4498

Infrastructure Engineering, Inc.

SCOPE OF SERVICES

Phase II engineering services are required for work tasks that may include preparation of contract plans and engineering studies and other technical services as directed by the Illinois Tollway. Typical tasks will include projects that are required for the Tollway system, and may include, but not be limited to:

1. Corridor landscaping.
2. Truck parking design at locations determined by the Illinois Tollway.
3. Community improvements at 87th and Roberts Road.
4. Pedestrian overpass in Schiller Park.
5. On call and as- needed work related on the Tollway system.

EXHIBIT G

Contract No. RR-19-4498

Infrastructure Engineering, Inc.

CURRENT OBLIGATIONS FOR PROJECT

| Route & Job No. | Work Scope and Description of Project | Fee (Including all Supplemental and Extra Work Orders) | Fee Remaining to Be Earned | Estimated Date of Completion |
|-------------------------------|---------------------------------------|--|----------------------------|------------------------------|
| RR-18-4434 - PSB 18-4 Item 4 | Item 4: Phase III CM Upon Request | \$5,000,000 | \$1,500,000 | Apr-22 |
| I-19-4708 - PSB 19-3 Item 1 | Item 1: Phase III Services | \$1,140,000 | \$1,140,000 | Dec-22 |
| RR-19-4498 - PSB 19-3 Item 13 | Item 13: Phase II Design Upon Request | \$5,000,000 | \$3,150,000 | Apr-25 |

6

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

12

| | | |
|--------------------------------|-----------------------------|-------------|
| 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 DBE/MBE/WBE Subconsultants: \$ 400,000.00

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 400,000.00

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 8.00%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 8.00%

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>AECOM</u></p> <hr/> <p>Direct Labor \$ 748,930.00</p> <p>Direct Costs \$ 1,070.00</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ 750,000.00</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 <u>DLZ</u></p> <hr/> <p>Direct Labor \$ 498,960.00</p> <p>Direct Costs \$ 1,040.00</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ 500,000.00</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 <u>Juneau Associates Inc.</u></p> <hr/> <p>Direct Labor \$ 199,491.49</p> <p>Direct Costs \$ 508.51</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 200,000.00</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: \$ 1,450,000.00

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

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 1,450,000.00

SUB-CONSULTANT DOCUMENTS

Proposal Exhibits A-G

Resumes of Key Staff

Form B Disclosures

State Board of Elections Certification

Secretary of State Good Standing Certification

AECOM

DLZ

Juneau

KDM

Wang

Contract Information Sheet

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

Consultant Name: AECOM Technical Services,
Inc.

Contract Number: I-19-4498

Proposal Date: 3/9/2020

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract No.: I-19-4498 Consultant: AECOM Technical Services, Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

| | | |
|---|--|--|
| <u>4,115.00</u> (Total Work Hours from Exhibit A) | <u>\$ 65.00</u> (Average Hourly Rate) | TOTAL DIRECT SALARY \$ <u>267,475.00</u> |
|---|--|--|

| | |
|--|-------------|
| 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>748,930.00</u> |
|---|----------------------|

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

| | |
|--------------------|--------------------|
| TOTAL DIRECT COSTS | \$ <u>1,070.00</u> |
|--------------------|--------------------|

C. SERVICES BY OTHERS

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

| | |
|---|-------------|
| 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)

| | |
|-------------|---|
| \$ <u>-</u> | |
| | (Requires prior authorization before use) |

ADDITIONAL SERVICES (Subconsultants)

| | |
|-------------|---|
| \$ <u>-</u> | |
| | (Requires prior authorization before use) |

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

| |
|-----------------------------|
| \$ <u>750,000.00</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 |
| 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.: I-19-4498 Consultant: AECOM Technical 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: _____

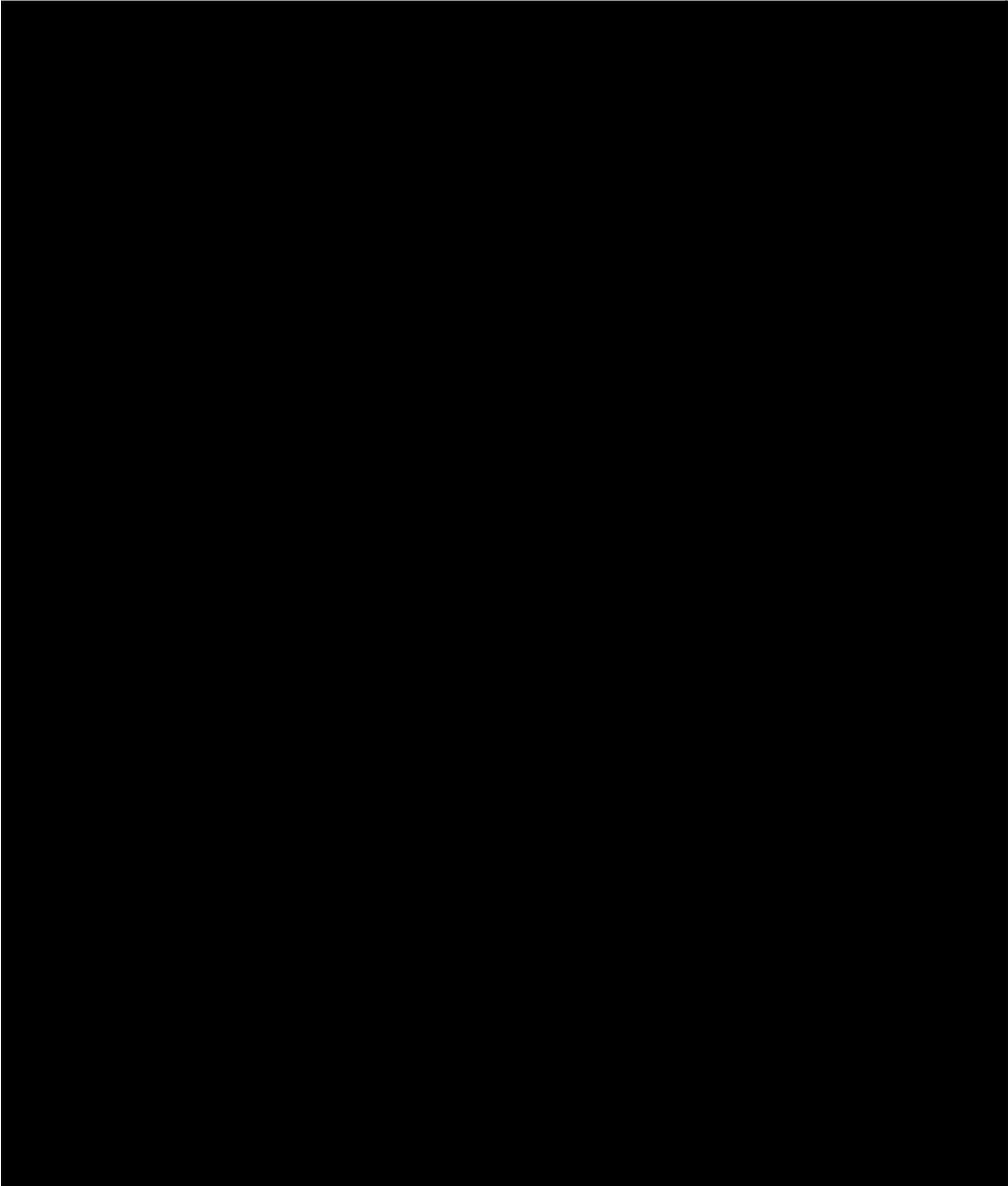
Name: _____

Classification: _____

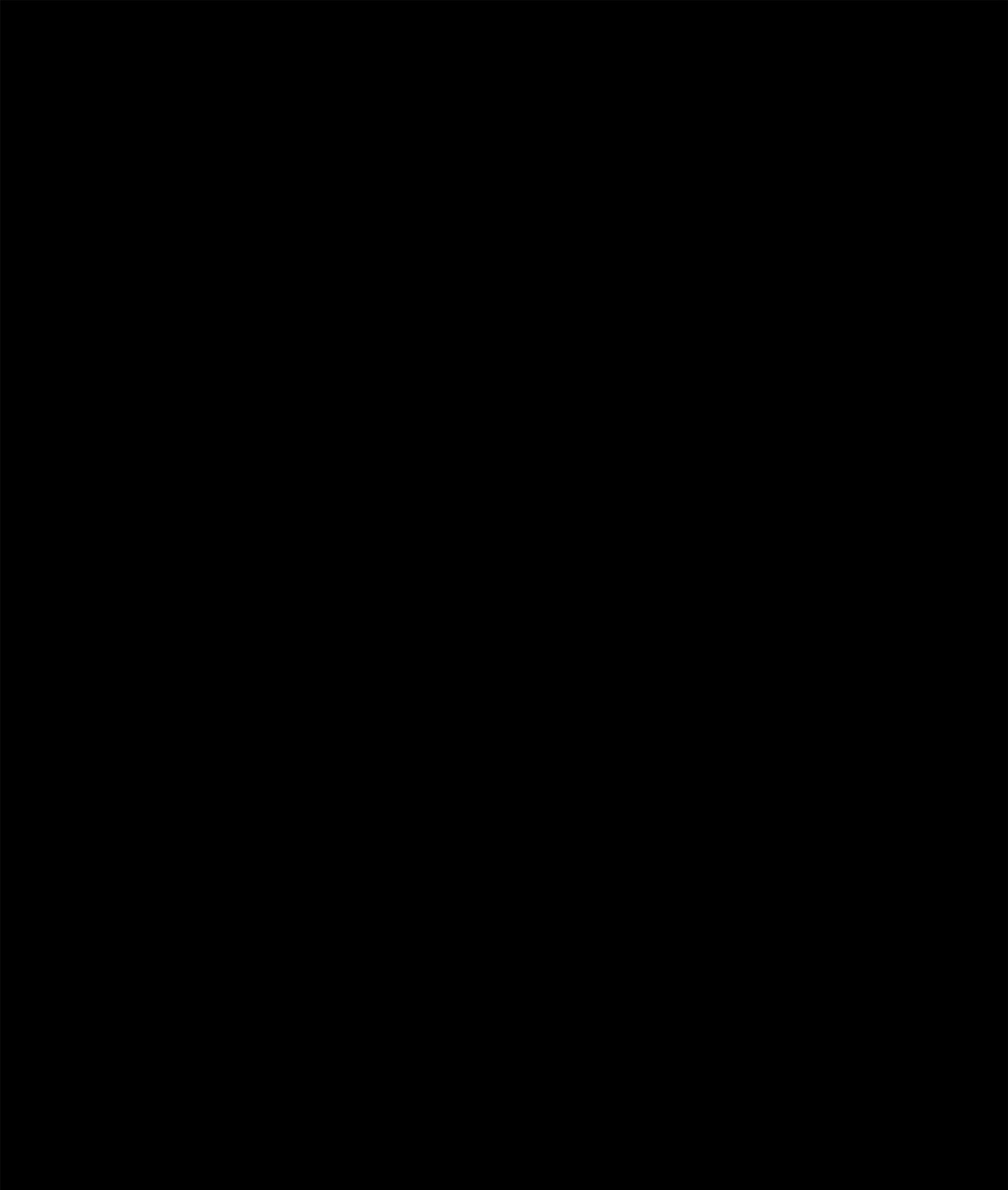
Name: _____

Classification: _____

BILL STERMER, PE | AECOM
Lighting Lead



JIXING HE, PHD, PE, SE | AECOM
Pedestrian Bridge



PERSONNEL

EXHIBIT F

Contract No. I-19-4498

AECOM Technical Services, Inc.

SCOPE OF SERVICES

AECOM will provide structural design support and lighting/electrical design to support Phase II engineering services are required for work tasks that may include preparation of contract plans and engineering studies and other technical services as directed by the Illinois Tollway. Typical tasks will include projects that are required for the Tollway system.

EXHIBIT G

Current Obligations of Work for the Illinois State Tollway Highway Authority

AECOM Technical Services, Inc.
(Name of Your Firm)

Your firm as Prime Consultant

| PSB No. | Total Project Fee (000's) | Fee Remaining without Subconsultants | | | | | |
|------------------------|---|--------------------------------------|--------------------|-------------------|--------------------|-------------------|--------------------|
| | | 0-6 Months | | 7-18 Months | | >18 Months | |
| | | Design (000's) | Constr. (000's) | Design (000's) | Constr. (000's) | Design (000's) | Constr. (000's) |
| 16-3 | \$80,086 | \$6,000 | | \$4,000 | | \$10,000 | |
| Total as Prime: | (enter here & table on Page 3) | \$6,000 | | \$4,000 | | \$10,000 | |

EXHIBIT G

Current Obligations of Work for the Illinois State Tollway Highway Authority

AECOM Technical Services, Inc.
(Name of Your Firm)

Your firm as Subconsultant:

| Consultant You Are Subcontracted to | PSB No. | Total Project Fee | Fee Remaining | | | | | | |
|-------------------------------------|--------------------------------|-------------------|-------------------|---------|-------------|---------|------------|---------|--|
| | | | 0-6 Months | | 7-18 Months | | >18 Months | | |
| | | | Design | Constr. | Design | Constr. | Design | Constr. | |
| Omega 2IM EJM/TranSmart | 17-4 18-1 18-1 | TBD 640 350 | 100,000 60,000 | | | | | | |
| <u>Total as Subconsultant:</u> | (enter here & table on Page 4) | | \$160,000 | | | | | | |

EXHIBIT G

Current Obligations Of Work By Your Transportation Staff For Other Than The Illinois State Toll Highway Authority

AECOM Technical Services, Inc.

(Name of your Firm)

| | Total AGR Amount (000's) | Fee Remaining To Be Earned | | | | | |
|---|--------------------------|----------------------------|-----------------|----------------|-----------------|----------------|-----------------|
| | | 0-6 Months | | 7-18 Months | | >18 Months | |
| | | Design (000's) | Constr. (000's) | Design (000's) | Constr. (000's) | Design (000's) | Constr. (000's) |
| City of Chicago | 22,459 | 50 | 142 | 250 | 260 | 100 | 0 |
| Illinois Department of Transportation | 68,462 | 2,132 | 5 | 1,430 | 230 | 161 | 0 |
| All Other Work (Public & Private) | 63,630 | 5,199 | 301 | 3,965 | 235 | 5,600 | 0 |
| Total Non-ISTHA (enter here & on table below) | | 7,381 | 448 | 5,645 | 725 | 5,861 | 0 |

Note: The start date for the 0-6 months will be the date of this PSB

Summary of Work

| Totals For Firm | 0-6 Months | | 7-18 Months | | >18 Months | |
|------------------------------|----------------|-----------------|----------------|-----------------|----------------|-----------------|
| | Design (000's) | Constr. (000's) | Design (000's) | Constr. (000's) | Design (000's) | Constr. (000's) |
| <u>Total As Prime</u> | 6,000 | 0 | 4,000 | 0 | 10,000 | 0 |
| Total As Subconsultant | 160 | 0 | 0 | 0 | 0 | 0 |
| Total For Non-ISTHA | 7,381 | 448 | 5,645 | 725 | 5,861 | 0 |
| Total | 13,541 | 448 | 9,645 | 725 | 15,861 | 0 |

EXHIBIT G

Current Obligations that Your Firm Has Subcontracted for The Illinois State Toll Highway Authority

AECOM Technical Services, Inc.
(Name of your Firm)

Subcontract Fee is the total Subconsultant fee negotiated in a subcontract and includes all additional Subconsultant fees in supplements and Extra Work Orders.

Fee Remaining to be earned is the "Subcontract Fee" less:

- (1) The fee billed to your firm and,
- (2) The actual and estimated fee for work completed subsequent to the last submitted invoice up to the date of issuance of this Bulletin.

| PSB Item # | Job # | Name of Subconsultant | Sub-contract Fee (000's) | Fee Remaining To Be Earned | | | | | | |
|------------|------------|-----------------------|--------------------------|----------------------------|-----------------|----------------|-----------------|----------------|-----------------|--|
| | | | | 0-6 Months | | 7-18 Months | | >18 Months | | |
| | | | | Design (000's) | Constr. (000's) | Design (000's) | Constr. (000's) | Design (000's) | Constr. (000's) | |
| 16-3 | RR-16-4265 | 2iM Group | \$966 | \$25 | | | | | | |
| 16-3 | RR-16-4265 | American Survey | \$1,150 | \$50 | | | | | | |
| 16-3 | RR-16-4265 | CCS International | \$915 | \$10 | | | | | | |
| 16-3 | RR-16-4265 | EJM Engineering | \$1,406 | \$0 | | | | | | |
| 16-3 | RR-16-4265 | Metro Strategies | \$1,562 | \$5 | | | | | | |
| 16-3 | RR-16-4265 | Panacea Group | \$390 | \$0 | | | | | | |
| 16-3 | RR-16-4265 | PMCS | \$3,904 | \$600 | | \$700 | | | | |

| PSB Item # | Job # | Name of Subconsultant | Sub-contract Fee (000's) | Fee Remaining To Be Earned | | | | | |
|------------|------------|------------------------|--------------------------|----------------------------|-----------------|----------------|-----------------|----------------|-----------------|
| | | | | 0-6 Months | | 7-18 Months | | >18 Months | |
| | | | | Design (000's) | Constr. (000's) | Design (000's) | Constr. (000's) | Design (000's) | Constr. (000's) |
| 16-3 | RR-16-4265 | R&G Engineering | \$1,257 | \$200 | | \$100 | | | |
| 16-3 | RR-16-4265 | SE3 | \$12,596 | \$2,400 | | \$4,200 | | | |
| 16-3 | RR-16-4265 | Urban GIS | \$390 | \$127 | | | | | |
| 16-3 | RR-16-4265 | Wang Engineering | \$1,052 | \$0 | | | | | |
| 16-3 | RR-16-4265 | Hanson Professional | \$880 | \$5 | | | | | |
| 16-3 | RR-16-4265 | HDR | \$5 | \$0 | | | | | |
| 16-3 | RR-16-4265 | Collins Engineering | \$781 | \$0 | | | | | |
| 16-3 | RR-16-4265 | Frega Associates | \$380 | \$0 | | | | | |
| 16-3 | RR-16-4265 | Middleton Construction | \$400 | \$0 | | | | | |
| 16-3 | RR-16-4265 | SCIGON | \$781 | \$50 | | | | | |
| 16-3 | RR-16-4265 | Quantum Spatial | \$1 | \$0 | | | | | |
| 16-3 | RR-16-4265 | Czaplicki-Lopez | \$50 | \$30 | | | | | |

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

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

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

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

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

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

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

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

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

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

6

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

12

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

| | | | |
|---|--------------------------------|----------|---|
| 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: DLZ Illinois, Inc.

Contract Number: I-19-4498

Proposal Date: 3/9/2020

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract No.: I-19-4498

Consultant: DLZ Illinois, Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

| | | |
|---|--|--|
| <u>3,240.00</u> (Total Work Hours from Exhibit A) | <u>\$ 55.00</u> (Average Hourly Rate) | TOTAL DIRECT SALARY \$ <u>178,200.00</u> |
|---|--|--|

| | |
|--|-------------|
| 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>498,960.00</u> |
|---|----------------------|

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

| | |
|--------------------|--------------------|
| TOTAL DIRECT COSTS | \$ <u>1,040.00</u> |
|--------------------|--------------------|

C. SERVICES BY OTHERS

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

| | |
|---|-------------|
| 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)

| | |
|---|---|
| <u>\$ -</u> | - |
| (Requires prior authorization before use) | |

ADDITIONAL SERVICES (Subconsultants)

| | |
|---|---|
| <u>\$ -</u> | - |
| (Requires prior authorization before use) | |

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

| |
|-----------------------------|
| \$ <u>500,000.00</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 |
| 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.: I-19-4498

Consultant: DLZ Illinois, 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: _____

JONATHAN MOONEY, PLA, LEED AP
Landscape Architect

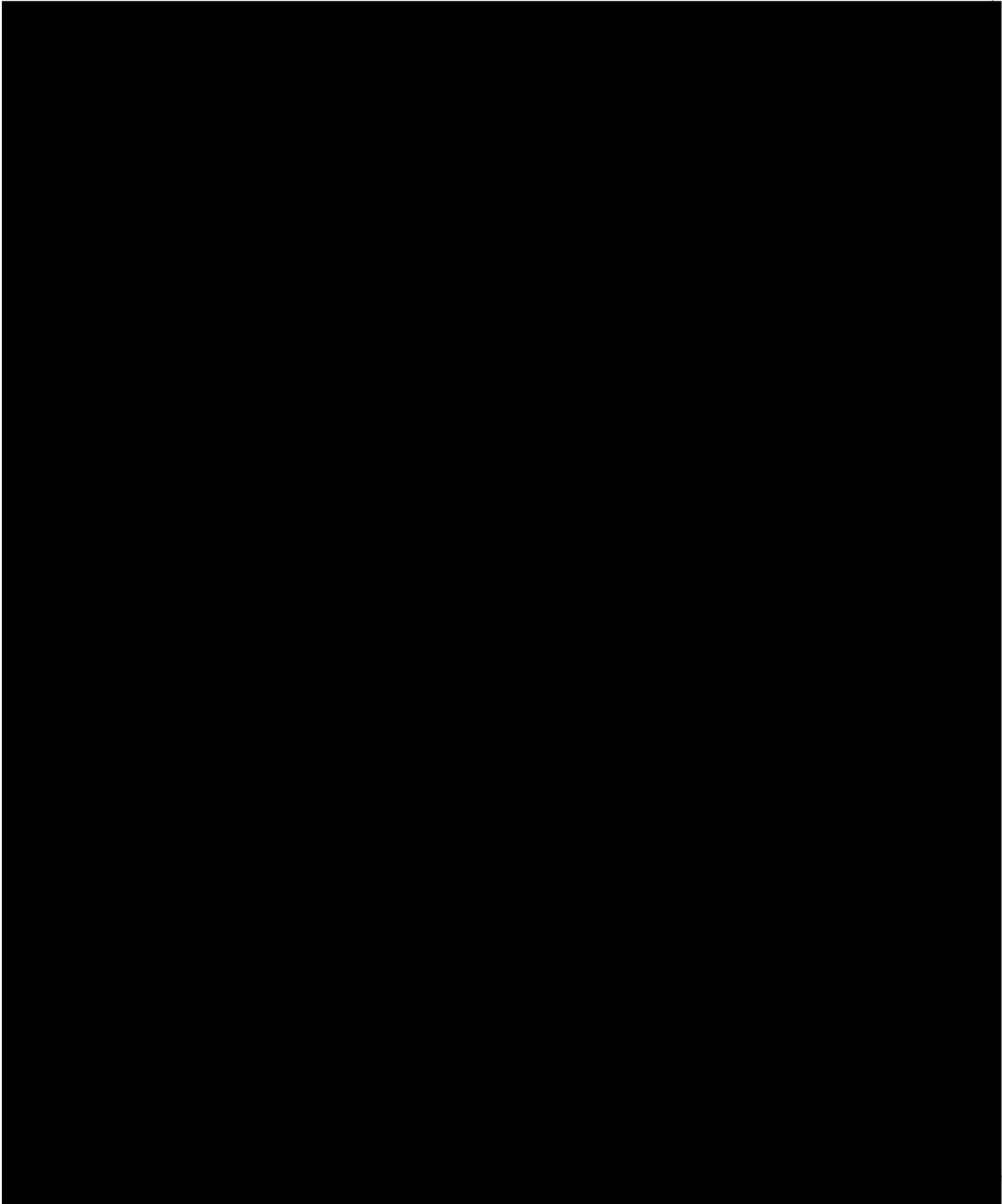


EXHIBIT F

Contract No. I-19-4498

DLZ Illinois, Inc.

SCOPE OF SERVICES

DLZ will provide landscaping design to support Phase II engineering services are required for work tasks that may include preparation of contract plans and engineering studies and other technical services as directed by the Illinois Tollway. Typical tasks will include projects that are required for the Tollway system.

EXHIBIT G**Contract No. I-19-4498****DLZ Illinois, 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 53, D-91-402-11 | Phase II Design for complete reconstruction St. Charles Road to North Avenue | \$1,057,775.00 | \$325,000.00 | June 2023 |
| IL 21, D-91-133-12 | Phase II Design for complete reconstruction of Intersection with Euclid Road | \$498,989.99 | \$17,000.00 | Mar. 2021 |
| I-90/94 @ 63rd, PTB 154/12 | Traffic Signal Design | \$115,606.00 | \$2,995.03 | Dec. 2020 |
| Elgin O'Hare, I-11-4014 | Program Management | \$4,349,255.88 | \$32,000.00 | Dec. 2021 |
| RR-16-4256 | Design Upon Request | \$25,000.00 | \$15,005.00 | Dec. 2020 |
| Various, Lake County | Lake County Passage 2019, Design | \$200,000 | \$153,000 | Dec. 2021 |
| Elgin O'Hare, I-18-4700 | Design Corridor Manager | \$147,500.00 | \$147,000.00 | Dec. 2021 |
| PTB 193/044 | Traffic Data Collection | \$3,400,000 | \$3,400,000 | Dec. 2021 |
| US 20, PTB 192/02 | Construction Management | \$1,400,000 | \$1,400,000 | Oct. 2021 |
| DuPage | Central System Expansion #3, Design | \$450,000 | \$450,000 | Dec 2020 |
| Various, | Design Upon Request | \$210,000.00 | \$210,000.00 | Dec 2020 |
| PSB 15-2, I-15-4660 | | | | |
| DuPage, 17-DCCSS-01-TL, Various Routes | Central System Expansion CM Services | \$409,505.00 | \$135,000.00 | June 2020 |
| PTB 182/2 | Phase I Services for Various Safety Assessment Projects | \$800,000.00 | \$9,400.00 | Dec 2020 |
| PSB 17-2, RR-16-4280 | Construction Management Upon Request | \$2,000,000 | \$30,000.00 | June 2020 |
| Elgin O'Hare I-390, I-17-4682 | Construction Management Upon Request | \$600,000.00 | \$197,000.00 | Nov. 2020 |
| RR-18-4434 | Construction Management Upon Request | \$500,000.00 | \$346,000.00 | Nov. 2021 |

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1

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

7

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

2

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

8

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

3

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

9

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

4

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

10

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

5

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

11

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

6

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

12

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

| | | | |
|----------|--------------------------------|-------|----------|
| 1 | <hr/> | | |
| | Direct Labor | <hr/> | |
| | Direct Costs | <hr/> | |
| | Services by Others | <hr/> | |
| | Additional Services ** | <hr/> | |
| | 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> |

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

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

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

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

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

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

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

| | | | |
|-----------|--------------------------------|-------|----------|
| 10 | <hr/> | | |
| | Direct Labor | <hr/> | |
| | 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.

*Juneau Associates, Inc.,
P.C.*

Consultant Name:

Contract Number:

I-19-4498

Proposal Date:

3/9/2020

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract No.: I-19-4498 Consultant: Juneau Associates, Inc., P.C.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

| | | |
|---|--|---|
| <u>1,444.00</u> (Total Work Hours from Exhibit A) | <u>\$ 49.34</u> (Average Hourly Rate) | TOTAL DIRECT SALARY \$ <u>71,246.96</u> |
|---|--|---|

| | |
|--|-------------|
| 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>199,491.49</u> |
|---|----------------------|

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

| | |
|--------------------|------------------|
| TOTAL DIRECT COSTS | \$ <u>508.51</u> |
|--------------------|------------------|

C. SERVICES BY OTHERS

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

| | |
|---|-------------|
| 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)

| | |
|-------------|---|
| \$ <u>-</u> | |
| | (Requires prior authorization before use) |

ADDITIONAL SERVICES (Subconsultants)

| | |
|-------------|---|
| \$ <u>-</u> | |
| | (Requires prior authorization before use) |

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

| |
|-----------------------------|
| \$ <u>200,000.00</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 |
| 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.: I-19-4498

Consultant: _____

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: _____

Survey

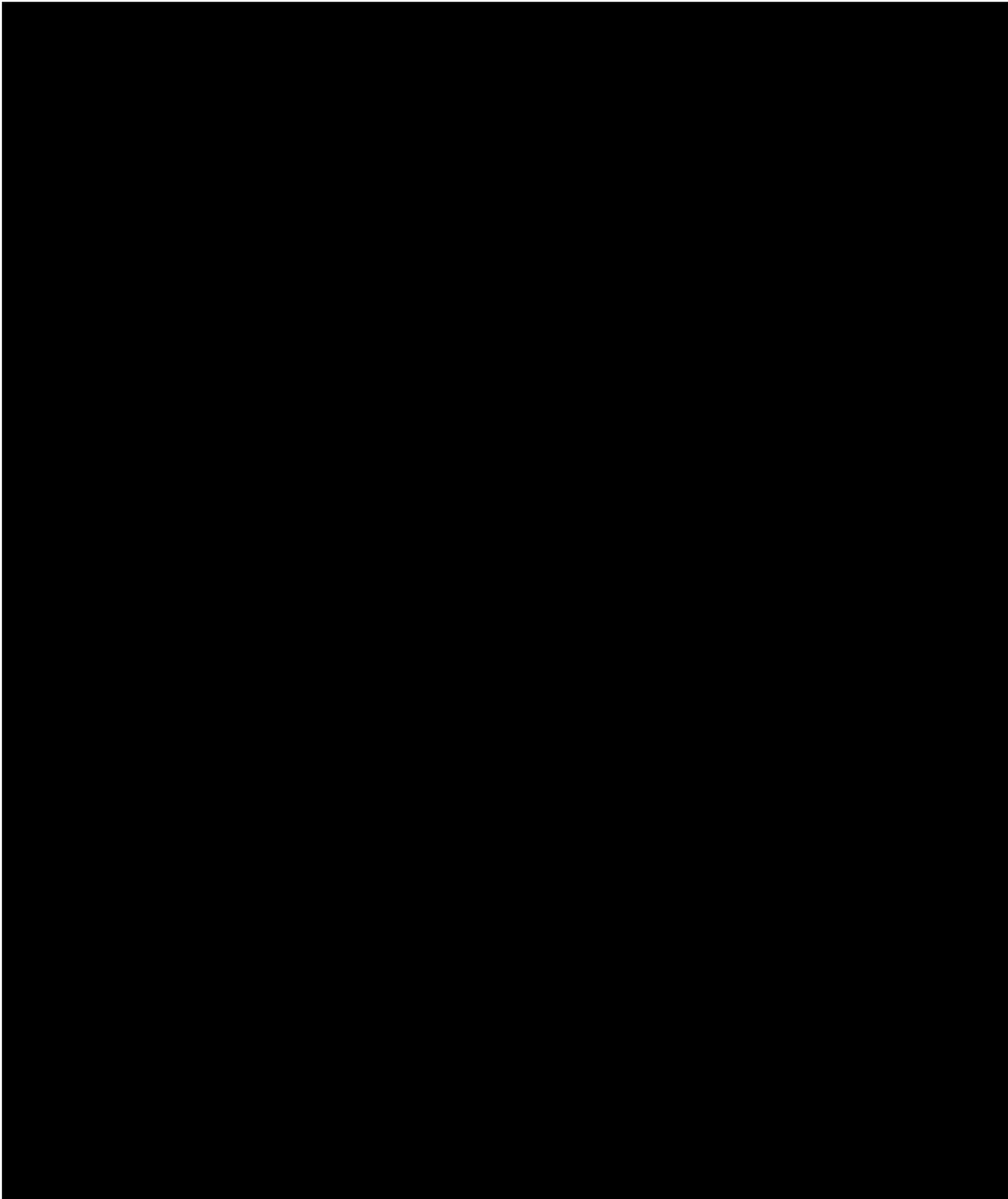


EXHIBIT F

Contract No. I-19-4498

Juneau Associates, Inc., P.C.

SCOPE OF SERVICES

Juneau will provide surveying services to support Phase II engineering services are required for work tasks that may include preparation of contract plans and engineering studies and other technical services as directed by the Illinois Tollway. Typical tasks will include projects that are required for the Tollway system.

EXHIBIT G**Contract No. I-19-4498****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 | \$49,000 | \$1,000 | 3.31.2021 |
| 17-0002 | Surveying & Misc. Design. Fiber Optic Maintenance & Mgmt. | Pending | | TBD |
| I-17-4301 | Phase II Engineering. Tri-State Tollway, Roadway Reconstr. | \$212,000 | \$98,000 | 10.31.2021 |
| I-17-4308 | Phase II Engineering. Tri-State Tollway, ITS & Lighting installation | \$151,000 | \$114,000 | 12.31.2022 |
| I-17-4309 | Phase II Engineering. Tri-State Tollway, Advanced MOT Rehab. | \$40,200 | \$14,000 | 12.31.2021 |
| I-17-4310 | Phase II Engineering. Tri-State Tollway, Advance MOT Rehab. | \$14,000 | \$600 | 12.31.2022 |
| I-17-4315 | Construction Insp. & Surveying. Tri-State Tollway | \$150,000.00 | \$131,000.00 | 9.30.2022 |
| I-18-4352 | Phase II Engineering. Reagan Memorial Tollway | \$34,000 | \$34,000 | 11.30.2020 |
| RR-18-4355 | Surveying & Construction Mgmt. ITS Services Upon Request | \$70,000 | \$68,000 | 6.30.2021 |
| RR-18-4360 | Construction Mgmt. Systemwide | \$90,000 | \$47,000 | 5.31.2020 |
| I-18-4361 | Phase I Engineering. Elgin O'Hare Western Access | \$118,000 | \$85,000 | 12.31.2020 |
| RR-18-4378 | Systemwide, Construction Management. Systemwide | \$150,000 | \$144,000 | 12.31.2020 |
| RR-18-4410 | Surveying. On-Call Geotechnical Services | \$100,000 | \$77,000 | 1.31.2023 |
| I-18-4411 | Construction Management. (I-294 Bridge Reconstrucion. | \$600,000 | \$600,000 | 12.31.2023 |
| I-18-4412 | Construction Management. BNSF Railroad Bridge Reconstruction. | \$238,500 | \$238,500 | 4.30.2022 |
| I-18-4413 | Construction Management. I-294 Temporary ITS Relocation. | \$46,000 | \$2,000 | 6.30.2020 |
| I-18-4414 | Construction Management. I-294 On-call and as-needed. | \$5,000,000 | \$4,303,000 | 12.31.2023 |
| I-18-4419 | Phase II Engineering. I-294 / I-57 Interchange | \$1,900 | \$1,900 | 6.30.2020 |
| RR-18-4434 | Construction Management. I-88 and Systemwide | Pending | | TBD |
| I-15-4656 | Design Services - EOWA, I-294 to I-90 Tri-State and Franklin/Green Street | \$490,000 | \$68,000 | 3.31.2020 |

| | | | | |
|------------|--|-----------|----------|-----------|
| I-17-4675 | Phase II Engineering. Elgin O'Hare Western Access | \$93,000 | \$66,000 | 8.31.2020 |
| RR-16-9197 | Phase II Engineering. Systemwide Design Services Non Roadway | \$100,000 | \$52,000 | 1/7/1900 |
| RR-18-9206 | Materials Engineering Services, Systemwide | \$99,500 | \$96,000 | 9.30.2020 |
| RR-18-9210 | ITS Upon Request. On-call and as-needed. | Pending | | TBD |
| RR-18-4379 | Drainage Design.Reagan Mem. Roadway & Bridge Rehab. | \$150,000 | \$46,000 | |

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

7

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

2

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

8

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

3

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

9

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

4

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

10

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

5

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

11

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

6

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

12

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

| | | | |
|---|--------------------------------|-------|----------|
| 1 | <hr/> | | |
| | Direct Labor | <hr/> | |
| | Direct Costs | <hr/> | |
| | Services by Others | <hr/> | |
| | Additional Services ** | <hr/> | |
| | 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> |

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: KDM Engineering, PLLC

Contract Number: I-19-4498

Proposal Date: 3/9/2020

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract No.: I-19-4498

Consultant: KDM Engineering, PLLC

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

| | | |
|---|--|---|
| <u>1,784.00</u> (Total Work Hours from Exhibit A) | <u>\$ 50.00</u> (Average Hourly Rate) | TOTAL DIRECT SALARY \$ <u>89,200.00</u> |
|---|--|---|

| | |
|--|-------------|
| 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>249,760.00</u> |
|---|----------------------|

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

| | |
|--------------------|------------------|
| TOTAL DIRECT COSTS | \$ <u>240.00</u> |
|--------------------|------------------|

C. SERVICES BY OTHERS

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

| | |
|---|-------------|
| 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)

| | |
|---|---|
| <u>\$ -</u> | - |
| (Requires prior authorization before use) | |

ADDITIONAL SERVICES (Subconsultants)

| | |
|---|---|
| <u>\$ -</u> | - |
| (Requires prior authorization before use) | |

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

| |
|-----------------------------|
| \$ <u>250,000.00</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 |
| 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.: I-19-4498

Consultant: KDM Engineering, PLLC

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: _____

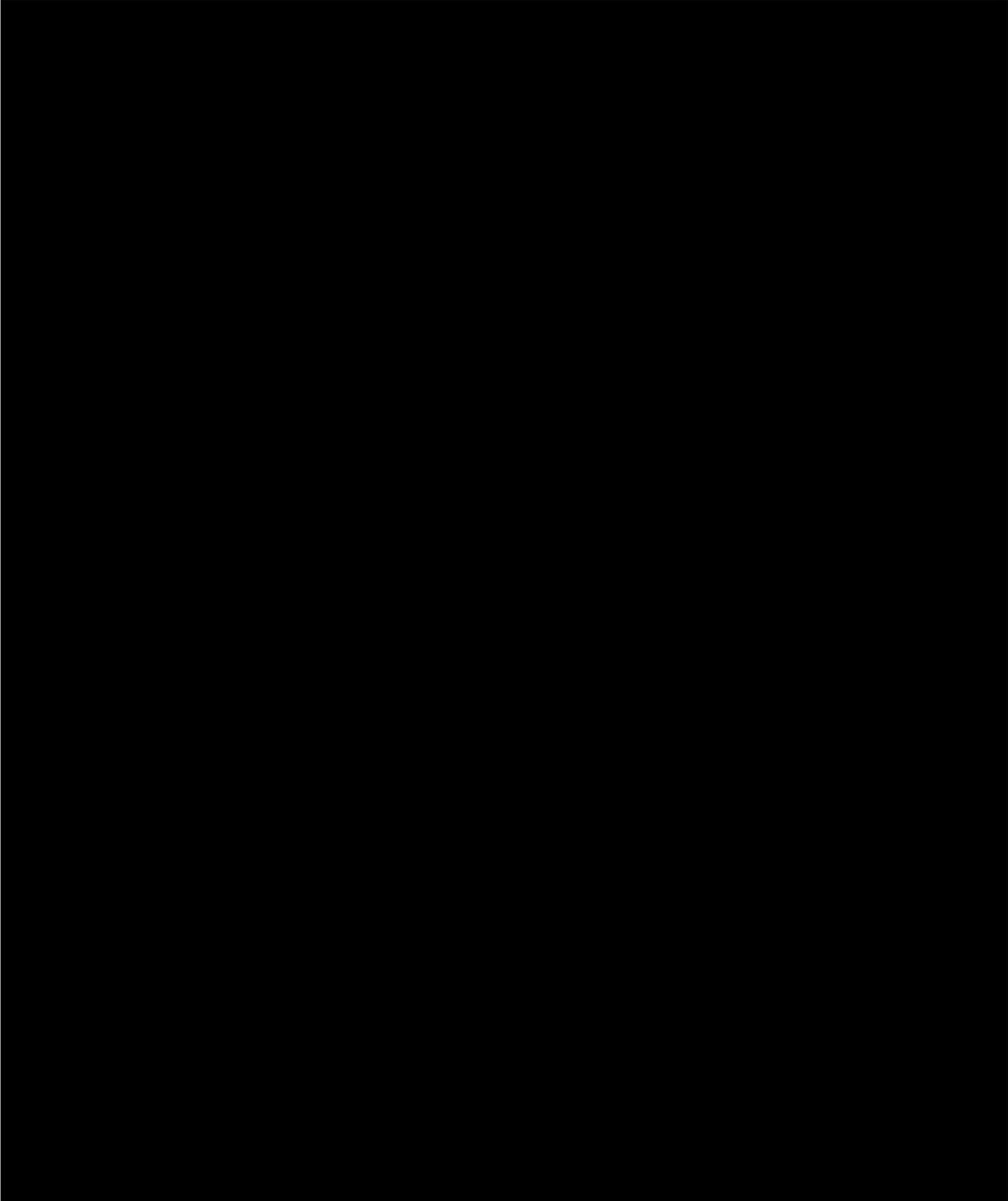


EXHIBIT F

Contract No. I-19-4498

KDM Engineering, PLLC

SCOPE OF SERVICES

KDM will provide lighting and electrical design services for Phase II engineering services that are required for work tasks that may include preparation of contract plans and engineering studies and other technical services as directed by the Illinois Tollway. Typical tasks will include projects that are required for the Tollway system.

EXHIBIT G

Contract No. I-19-4498

KDM Engineering, PLLC

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-19-4498 PSB 19-3 | Item 13: Phase II Design Upon Request | \$250,000.00 | \$250,000.00 | 4/30/2025 |

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1

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

7

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

2

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

8

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

3

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

9

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

4

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

10

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

5

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

11

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

6

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

12

| | | |
|--------------------------------|-------------|-------------|
| Direct Labor | | |
| 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 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: Wang Engineering Inc.

Contract Number: I-19-4498

Proposal Date: 3/9/2020

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract No.: I-19-4498

Consultant: Wang Engineering Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

| | | |
|---|--|---|
| <u>785.00</u> (Total Work Hours from Exhibit A) | <u>\$ 41.08</u> (Average Hourly Rate) | TOTAL DIRECT SALARY \$ <u>32,247.80</u> |
|---|--|---|

| | |
|--|-------------|
| 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>90,293.84</u> |
|---|---------------------|

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

| | |
|--------------------|---------------------|
| TOTAL DIRECT COSTS | \$ <u>59,706.16</u> |
|--------------------|---------------------|

C. SERVICES BY OTHERS

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

| | |
|---|-------------|
| 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)

| | |
|---|---|
| <u>\$ -</u> | - |
| (Requires prior authorization before use) | |

ADDITIONAL SERVICES (Subconsultants)

| | |
|---|---|
| <u>\$ -</u> | - |
| (Requires prior authorization before use) | |

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

| |
|-----------------------------|
| \$ <u>150,000.00</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 |
| 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.: I-19-4498

Consultant: Wang Engineering Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

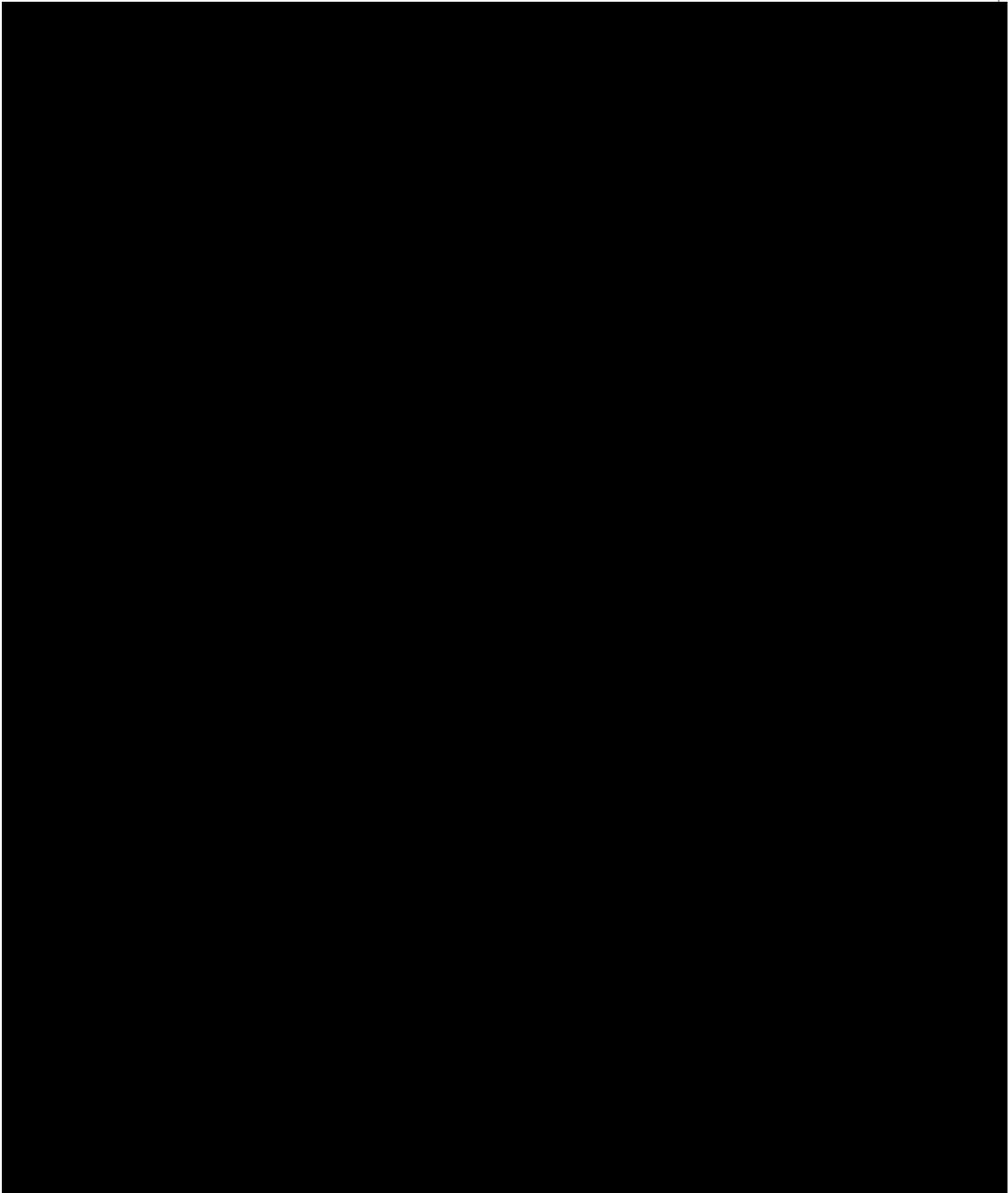
Name: _____

Classification: _____

Name: _____

Classification: _____

MICKEY SNIDER, PE |
Geotechnical



PERSONNEL

EXHIBIT F

Contract No. I-19-4498

Wang Engineering Inc.

SCOPE OF SERVICES

Wang will provide geotechnical services to support Phase II engineering services are required for work tasks that may include preparation of contract plans and engineering studies and other technical services as directed by the Illinois Tollway. Typical tasks will include projects that are required for the Tollway system.

EXHIBIT G
CONTRACT
(Wang Engineering, Inc.)

CURRENT OBLIGATIONS

| 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-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 |
| 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-20 |
| RR-14-4222 PSB 14-3, Item 02 Wang 314-19-01 (BB&A) | Geotechnical Engineering Services | \$ 556,614 00 | \$ 10,000.00 | Jun-20 |
| RR-14-4223 PSB 14-3, Item 3 Wang 790-83-01 (TranSystems) | Geotechnical Engineering Services | \$ 1,754,548.89 | \$ - | Mar-20 |
| RR-15-9975R PSB 15-1 Item 1 Wang 1100-07-01 | Geotechnical Engineering Services | - | - | - |
| I-15-4658 PSB 15-2 Item 07 Wang 255-31-01 (Stantec) | Geotechnical Engineering Services | \$ 1,249,286.00 | \$ 1,244,286.00 | On Hold |
| RR-16-4265 PSB16, Item 01 Wang 1100-09-01 (AECOM) | Geotechnical Engineering Services | \$ 937,000 00 | \$ 113,000.00 | Jun-20 |
| I-17-4675 PSB 17-2 Item 02 Wang 393-10-00 (Infrastructure) | Geotechnical Engineering Services | \$ 400,000 00 | \$ 346,967.56 | Dec-19 |
| I-17-4275 PSB 17-2 Item 07 Wang 775-19-01 (Ciorba) | Geotechnical Engineering Services | \$ 1,170,576.52 | \$ - | Dec-19 |
| I-17-4276 PSB 17-2 Item 08 Wang 213-04-00 (HBM) | Geotechnical Engineering Services | \$ 100,000 00 | \$ - | Dec-19 |
| RR-18-4381 PSB 18-2 Item 04 Wang 747-01-01 (Lochmuller) | Geotechnical Engineering Services | \$ 36,964.00 | \$ - | Jun-19 |
| RR-18-4410 PSB 18-4-07 Wang P180518 (Prime) | Geotechnical Engineering Services | \$ 2,000,000.00 | \$ 1,000,000.00 | Dec-20 |
| RR-18-4700 PSB 18-4 Item 1 Wang 1100-XX-XX | Geotechnical Engineering Services | TBD | TBD | |
| RR-18-4434 PSB 18-4 Item 4 Wang 393-16-01 | Construction Engineering Services | \$ 250,000 00 | \$ 250,000.00 | Dec-20 |
| RR-19-4461 Wang P191022 | Construction Engineering Services | \$ 150,000 00 | \$ 150,000.00 | Dec-21 |
| D-91-408-11 PTB 159-001 Wang 630-08-01 | Geotechnical Engineering Services | \$ 787,411 00 | \$ 117,617.01 | Dec-20 |

EXHIBIT G
CONTRACT
(Wang Engineering, Inc.)

CURRENT OBLIGATIONS

| 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-91-227-13 PTB 163-001 Wang 1100-04-01 | Geotechnical Engineering Services | \$ 2,476,189.00 | \$ - | Dec-24 |
| D-91-011-14 PTB 169-19 Wang P140106 | Geotechnical Engineering Services | \$ 298,670.00 | \$ 298,670.00 | Dec-22 |
| D-91-023-14 PTB 169-18 Wang 168-05-01 | Geotechnical Engineering Services | \$ 516,047.00 | \$ 203,254.17 | Dec-22 |
| D-91-011-14 PTB 169-19 Wang 195-13-01 | Geotechnical Engineering Services | \$ 296,761.00 | \$ 47,028.73 | Dec-22 |
| 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-22 |
| P-92-022-15/D-92-022-15 PTB 176-11 Wang 751-07-01 | Geotechnical Engineering Services | \$ 215,213.00 | \$ 50,000.00 | Dec-20 |
| P-94-004-15 and D-94-036-15 PTB 176-15 Wang 707-21-01 | Geotechnical Engineering Services | TBD | TBD | Oct-20 |
| D-91-020-16 PTB 177-04 Wang 199-01-00 | Geotechnical Engineering Services | TBD | TBD | Oct-20 |
| D-91-226-16 PTB 179-04 Wang 213-03-00 | Geotechnical Engineering Services | TBD | TBD | Feb-20 |
| D-91-321-16 PTB 180-02 Wang 491-03-00 | Geotechnical Engineering Services | \$ 125,349.00 | \$ - | Dec-20 |
| P-92-005-15 PTB 181-09 Wang 412-09-00 | Geotechnical Engineering Services | Task Orders | TBD | Oct-20 |
| D-91-177-17 PTB 182-01 Wang 555-16-00 | Geotechnical Engineering Services | \$ 500,000.00 | \$ 150,000.00 | Jan-22 |
| D-91-115-17 PTB 182-04 Wang 486-23-00 | Geotechnical Engineering Services | TBD | TBD | Jan-22 |

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1

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

7

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

2

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

8

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

3

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

9

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

4

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

10

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

5

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

11

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

6

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

12

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

| | | | |
|---|--------------------------------|-------|----------|
| 1 | <hr/> | | |
| | Direct Labor | <hr/> | |
| | Direct Costs | <hr/> | |
| | Services by Others | <hr/> | |
| | Additional Services ** | <hr/> | |
| | 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> |

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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