

RESOLUTION NO. 22080

**Background**

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Construction Management Services on Contract No. I-20-4717 on the Elgin O'Hare Western Access Tollway (I-490), Devon Avenue to Pratt Boulevard. Michael Baker International, Inc. / Program Management & Control Systems, LLC. / Gulaid Consulting Engineers, PC submitted a proposal to provide such services for an upper limit of compensation not to exceed \$7,976,334.46. 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 Michael Baker International, Inc. / Program Management & Control Systems, LLC. / Gulaid Consulting Engineers, PC to obtain Construction Management Services on Contract No. I-20-4717 with an upper limit of compensation not to exceed \$7,976,334.46, subject to review and approval by the General Counsel. The Chairman and 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



November 16, 2020

Joseph Cataleno, Vice President  
Michael Baker International, Inc.  
Program Mgmt & Control Svcs, LLC  
Gulaid Consulting Eng, P.C. (Team)  
311 West Monroe Street, Suite 1350  
Chicago, IL 60606-3013

**Re: Contract I-20-4717  
Construction Management Services for  
Elgin O'Hare Western Access, I-294 to I-90  
Devon Avenue to Pratt Boulevard**

**NOTICE TO PROCEED**

Dear Mr. Cataleno:

We are pleased to notify you that the Tollway's Board of Directors has approved your proposal dated July 29, 2020, for Construction Management Services for Contract I-20-4717. You are hereby authorized to commence with the work as of November 09, 2020 and as defined in Exhibit "F" Scope of Work contained in your proposal. A duplicate original of the contract will be available for you via eBuilder.

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

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

Please contact John Szabo at (331) 481-0547 or Manar Nashif (630) 303-8608 for further information.

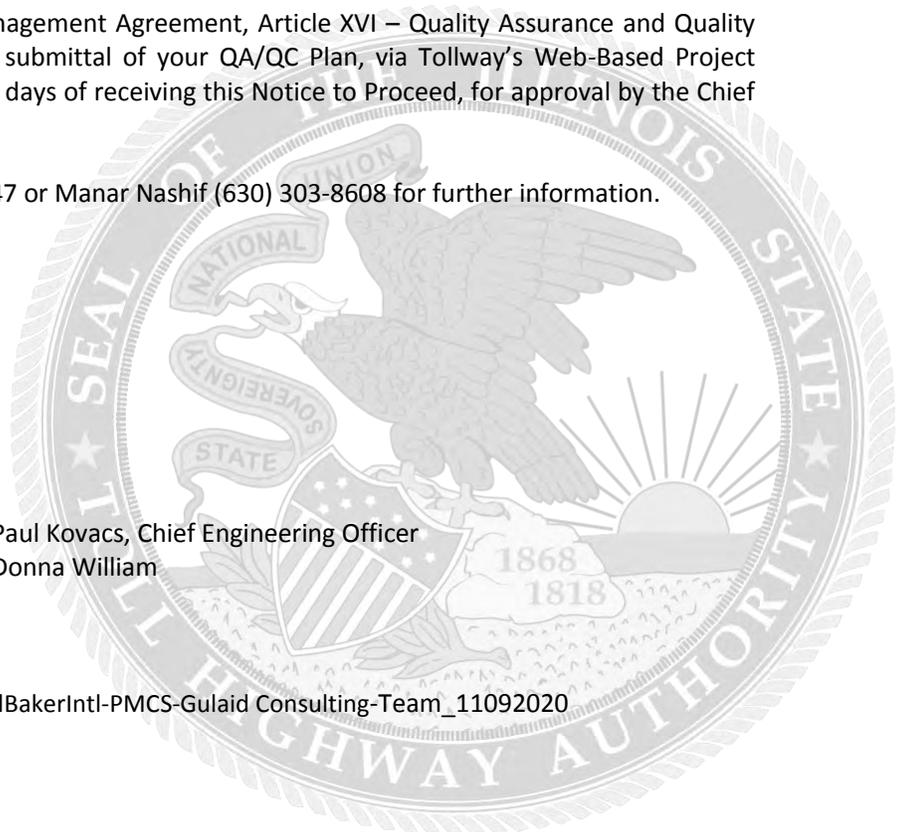
  
Eric Ocomy  
Chief of Contract Services

EO: gg

cc: Manar Nashif, DPM  
John Szabo, PM  
Eleanor Curcuro  
Dorothy Jablonski

Paul Kovacs, Chief Engineering Officer  
Donna William

File: 04.4717.01.05 LT\_Tollway\_EO\_MichaelBakerIntl-PMCS-Gulaid Consulting-Team\_11092020



## 1.5 PSB ITEM DETAILS

### 1.5.1 Item 1 I-20-4717, Elgin O'Hare Western Access, I-294 to I-90 – Devon Avenue to Pratt Boulevard, Construction Management Services.

This project has a 35.0% D/M/WBE participation goal and 3.0% VOS/SDVOSBE participation goal.

Phase III engineering services are required for the construction inspection, and supervision for the construction of new mainline lanes for the Elgin O'Hare Western Access between Devon Avenue and Pratt Boulevard in Cook County, Illinois.

The Consultant will perform on-site inspection, review layout of contract including design changes, prepare records, maintain documentation, and submit pay estimates and change orders and any other duties requiring the services of an engineer to complete projects on a timely basis and in accordance with Tollway specifications. The Consultant must complete and submit final measurements, calculations and final contract documents to the Tollway no later than six (6) weeks after completion of Punch List for the project. The Consultant must have MicroStation capabilities. All final documents shall be submitted in hard copy and electronic format and follow the CADD Standards Manual. All CADD file documents shall be required to contain all record drawing modifications.

Construction Estimate: Category D

Firms must be prequalified by IDOT in the following category:

**Special Services (Construction Inspection)  
Highways (Freeways)  
Structures (Highway Bridges: Complex)**

The Tollway will allow a prime firm to meet the prequalification for Structures (Highway Bridges: Complex) and Highways (Freeways) 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 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 Resident Engineer.
- The Materials Coordinator.
- The Document Technician. (The person actively performing the documentation on the project must possess a current IDOT Construction Document certificate. Include the Documentation Certificate Number for IDOT class S-14, Documentation of Contract Quantities.)
- The Materials QA Technician.

Schedule: This project is scheduled to start in 2021.

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

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

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

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

# Exhibit A – Proposed Staff

## PSB 20-1

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- 7)			
Name:	Thomas Nutter, PE		
Firm:	Program Management & Control Services, LLC		
Category:	IL Licensed Professional Engineer		
License #:	062-053238		
Year Registered:	1998	State:	IL
Office Address:	46 S. Waiola Ave.		
City:	La Grange	State:	IL

Project Manager (Items 8)			
Name:			
Firm:			
Category:			
License #:	IL Licensed Professional Engineer or Licensed Architect		
Year Registered:		State:	
Office Address:			
City:		State:	

Roadway Design (Items 1-6)			
Name:	Lindsay Kaufmann, PE		
Firm:	Michael Baker International, Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062070952		
Year Registered:	2018	State:	IL
Office Address:	250 E. Wisconsin Ave. #1725		
City:	Milwaukee	State:	WI

Structural Design (Items 1-6)			
Name:	Joseph Kauzlarich, PE, SE		
Firm:	Michael Baker International, Inc.		
Category:	IL Licensed Professional Structural Engineer		
License #:	081.007934		
Year Registered:	2016	State:	IL
Office Address:	200 W. Adams Street, Suite 1800		
City:	Chicago	State:	IL

Resident Engineer (Items 1, 4, 5, 7, 8)			
Name:	Kurt Horton, PE		
Firm:	Michael Baker International, Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062058729		
Year Registered:	2006	State:	IL
Office Address:	200 W. Adams Street, Suite 1800		
City:	Chicago	State:	IL

Materials Coordinator (Items 1, 4, 5, 7,8)			
Name:	George Houston, PE		
Firm:	Michael Baker International, Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062051749		
Year Registered:	1997	State:	IL
Office Address:	200 W. Adams Street, Suite 1800		
City:	Chicago	State:	IL

Document Technician (Items 1, 4, 5, 7, 8)			
Name:	Dan Yerly, PE		
Firm:	Program Management & Control Services, LLC		
Category:	Documentation Certification Number-IDOT class s-14		
License #:	18-14154		
Year Registered:	2010	State:	IL
Office Address:	46 S. Waiola Ave.		
City:	La Grange	State:	IL

Materials QA Technician (Items 1, 4, 5, 7, 8)			
Name:	Hasmukh Patel		
Firm:	Material Solutions Laboratory Corp.		
Category:			
License #:			
Year Registered		State	
Office Address	1040 Bonaventure Dr.		
City	Elk Grove Village	State	IL

**Exhibit A – Proposed Staff**

**PSB 20-1, continued**

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

<b>Project Engineer (Items 2, 3, 6)</b>			
Name:			
Firm:			
Category:			
License #:	IL Licensed Professional Engineer		
Year Registered:		State:	
Office Address:			
City:		State:	

<b>Electrical Design (Item 5)</b>			
Name:			
Firm:			
Category:			
License #:	IL Licensed Professional Engineer		
Year Registered:		State:	
Office Address:			
City:		State:	

<b>QC/QA Roadway (Items 2,3,6)</b>			
Name:			
Firm:			
Category:			
License #:	IL Licensed Professional Engineer		
Year Registered:		State:	
Office Address:			
City:		State:	

<b>QC/QA Structural (Items 2,3,6)</b>			
Name:			
Firm:			
Category:			
License #:	IL Licensed Structural Engineer		
Year Registered:		State:	
Office Address:			
City:		State:	

<b>Geotechnical Lead (Item 2)</b>			
Name:			
Firm:			
Category:			
License #:	IL Licensed Professional Engineer		
Year Registered:		State:	
Office Address:			
City:		State:	

<b>Assistant Resident Engineer (Structures)</b>			
Name:	Mohamad Khudeira, PE		
Firm:	Michael Baker International, Inc.		
Category:	IL Licensed Professional Structural Engineer		
License #:	062064988		
Year Registered:	2012	State:	IL
Office Address:	200 W. Adams Street, Suite 1800		
City:	Chicago	State:	IL

<b>Assistant Resident Engineer (Roadways)</b>			
Name:	Rashed Gulaid, PE		
Firm:	Gulaid Consulting Engineers, P.C.		
Category:	IL Licensed Professional Structural Engineer		
License #:	062-053298		
Year Registered:	1999	State:	IL
Office Address:	3662 Open Parkway		
City:	Elgin	State:	IL

<b>Roadway Design</b>			
Name:	Robert Brzezon, PE		
Firm:	Michael Baker International, Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062066618		
Year Registered:	2014	State:	IL
Office Address:	200 W. Adams Street, Suite 1800		
City:	Chicago	State:	IL

Roadway Design			
Name:	Brian Castro, PE		
Firm:	Michael Baker International, Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062066618		
Year Registered:	2015	State:	IL
Office Address:	200 W. Adams Street, Suite 1800		
City:	Chicago	State:	IL

Structural Design			
Name:	Mitchel Cook, PE, SE		
Firm:	Michael Baker International, Inc.		
Category:	IL Licensed Professional Engineer		
License #:	081.007931		
Year Registered:	2016	State:	IL
Office Address:	200 W. Adams Street, Suite 1800		
City:	Chicago	State:	IL

Structural Design			
Name:	Parker Thomson, PE, SE		
Firm:	Michael Baker International, Inc.		
Category:	IL Licensed Professional Engineer		
License #:	081.007512		
Year Registered:	2014	State:	IL
Office Address:	200 W. Adams Street, Suite 1800		
City:	Chicago	State:	IL

Materials QA Technician			
Name:	Syed Ali		
Firm:	Material Solutions Laboratory Corp.		
Category:			
License #:			
Year Registered:		State:	
Office Address:	1040 Bonaventure Drive		
City:	Elk Grove	State:	IL

Materials QA Technician			
Name:	Hyder Khan Faisal		
Firm:	Material Solutions Laboratory Corp.		
Category:			
License #:			
Year Registered:		State:	
Office Address:	1040 Bonaventure Drive		
City:	Elk Grove	State:	IL

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

# Exhibit A – Proposed Staff

Exhibit A continued

Attach resumes for Key Project Personnel.

<u>Management</u>		<u>Professionals</u>		<u>Technical Staff</u>	
<b>Total</b>	<u>2</u>	Engineers	<u>18</u>	Technicians	<u>3</u>
		Land Surveyors	<u>1</u>	Draftsmen	<u>          </u>
		Architects	<u>          </u>	Survey Crew	<u>1</u>
		Others	<u>2</u>	Clerical	<u>          </u>
		<b>Total</b>	<u>21</u>	Other	<u>10</u>
				<b>Total</b>	<u>14</u>
				<b>Total Projected Staff</b>	<u>37</u>

**Exhibit A – Proposed Staff**

**PSB# 20-1**

**Item# 1**

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

If **Yes**, provide completion date and/or number of months.                      24 Months

If **No**, explain:

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Exhibit A



PSB 20-1 SOITEAM Report - Custom

Filter By:

Project Name equals PSB 20-1

Process Counter equals 79, 197, 83, 84, 108, 2, 237, 118

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
20-1	Item 01_MBPMGC_TM_20-1_Michael Baker International, Inc./Program Management & Control Services, LLC/Gulaid Consulting Engineers, P.C._05152020	Michael Baker International, Inc./Program Management & Control Services, LLC/Gulaid Consulting Engineers, P.C.	██████████	Thomas Nutter, PE	Kurt Horton, PE	joseph.catalano@mbakerintl.com	Program Management & Control Services, LLC	Prime (Non-Lead Teaming Partner 1)	15.00	tom@pmcsc consulting.com	Construction Inspection, Doc Tech, Scheduling	Female	DBE	Caucasian	IL UCP - Chicago Transit Authority (CTA)	N/A	Yes	Protege	Michael Baker International, Inc.	No
20-1	Item 01_MBPMGC_TM_20-1_Michael Baker International, Inc./Program Management & Control Services, LLC/Gulaid Consulting Engineers, P.C._05152020	Michael Baker International, Inc./Program Management & Control Services, LLC/Gulaid Consulting Engineers, P.C.	██████████	Thomas Nutter, PE	Kurt Horton, PE	joseph.catalano@mbakerintl.com	Gulaid Consulting Engineers, P.C.	Prime (Non-Lead Teaming Partner 2)	10.00	rashed@gulaidce.com	Construction Inspection	Male	DBE	African American	IL UCP - Illinois Department of Transportation (IDOT)	N/A	Yes	Protege	Michael Baker International, Inc.	No
20-1	Item 01_MBPMGC_TM_20-1_Michael Baker International, Inc./Program Management & Control Services, LLC/Gulaid Consulting Engineers, P.C._05152020	Michael Baker International, Inc./Program Management & Control Services, LLC/Gulaid Consulting Engineers, P.C.	██████████	Thomas Nutter, PE	Kurt Horton, PE	joseph.catalano@mbakerintl.com	Michael Baker International, Inc.	Prime (Sole)	43.00	joseph.catalano@mbakerintl.com	Construction Inspection, Roadway Design, Structural Design, Erosion & Sediment Control	N/A - ESOP	N/A	Multiple Ownership	N/A	N/A	Yes	Mentor	Program Management & Control Services, LLC Gulaid Consulting Engineers, P.C.	Yes
20-1	Item 01_MBPMGC_TM_20-1_Michael Baker International, Inc./Program Management & Control Services, LLC/Gulaid Consulting Engineers, P.C._05152020	Michael Baker International, Inc./Program Management & Control Services, LLC/Gulaid Consulting Engineers, P.C.	██████████	Thomas Nutter, PE	Kurt Horton, PE	joseph.catalano@mbakerintl.com	APS Consulting, Inc.	Subconsultant	7.00	sjoshi@apsae.com	Construction Inspection	Male	MBE	Asian Indian	IL UCP - Chicago Transit Authority (CTA)	N/A	No	N/A	N/A	No
20-1	Item 01_MBPMGC_TM_20-1_Michael Baker International, Inc./Program Management & Control Services, LLC/Gulaid Consulting Engineers, P.C._05152020	Michael Baker International, Inc./Program Management & Control Services, LLC/Gulaid Consulting Engineers, P.C.	██████████	Thomas Nutter, PE	Kurt Horton, PE	joseph.catalano@mbakerintl.com	Atlas Engineering Group, Ltd.	Subconsultant	5.00	nhomedi@atlasgroup.com	Construction Inspection, Survey Support	Female	DBE	Caucasian	IL UCP - Illinois Department of Transportation (IDOT)	N/A	No	N/A	N/A	No



## Certified Profile

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

BUSINESS NAME	<b>Orion Engineers, LLC</b>	
OWNER	<b>MR. CHARLES FRANGOS</b>	
ADDRESS	<b>328 South Jefferson St, Suite 950 Chicago, IL 60661</b>	<a href="#">Map This Address</a>
PHONE	<b>312-544-9108</b>	
EMAIL	<a href="mailto:cfrangos@orionengineersllc.com">cfrangos@orionengineersllc.com</a>	
WEBSITE	<a href="http://www.orionengineersllc.com">http://www.orionengineersllc.com</a>	
ETHNICITY	<b>Caucasian</b>	
GENDER	<b>Male</b>	
COUNTY	<b>Cook (IL)</b>	

**Certification Information**

CERTIFYING AGENCY	<b>State of Illinois Central Management Services</b>
CERTIFICATION TYPE	<b>VOSB - Veteran Owned Small Business</b>
RENEWAL DATE	<b>7/1/2021</b>
EXPIRATION DATE	<b>7/1/2027</b>
CERTIFIED BUSINESS DESCRIPTION	<b>NIGP 92500 ENGINEERING SERVICES, PROFESSIONAL NIGP 92588 Structural Engineering</b>

**Commodity Codes**

Code	Description
NIGP 92500	ENGINEERING SERVICES, PROFESSIONAL
NIGP 92588	Structural Engineering

**Additional Information**

REGION	<b>Metro Chicago</b>
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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 LOIs 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: Elgin O'Hare Western Access, I-294 to I-90 -  
Devon Avenue to Pratt Boulevard.  
Construction Management Services. Project/Solicitation Number: PSB 20-1, Item 1, I-20-4717

Name of Prime Vendor: Michael Baker International, Inc. VOSB Compliance Contact: Joseph Catalano, PE

Address: 200 West Adams Street, Suite 1800

City: Chicago State: IL Zip Code: 60606

Telephone: 312-575-3923 Fax: 312-707-8804 Email: joseph.catalano@mbakerintl.com

Name of Certified VOSB Vendor: Orion Engineers, LLC

Address: 328 South Jefferson Street, Suite 950 VOSB Compliance Contact: Charles Frangos

City: Chicago State: Illinois Zip Code: 60661

Telephone: (312) 544-9108 Fax: N/A Email: cfrangos@orionengineersllc.com

Type of agreement:  Services

Anticipated start date of the Certified VOSB Vendor:  
Upon Award

Proposed 4 % 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:

Orion Engineers, LLC will be performing construction inspection services.

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):  
D/B/A): [Redacted]

Signature: [Redacted]

Print Name: Joseph Catalano, PE

Title: Vice President & Office Executive

Date: 5/13/2020

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

Signature: [Redacted]

Print Name: Charles Frangos, PE

Title: President

Date: 5/12/2020

➕ View up to date information on how Illinois is handling the Coronavirus Disease 2019 (COVID-19) from the Illinois Department of Public Health (<http://www.dph.illinois.gov/topics-services/diseases-and-conditions/diseases-a-z-list/coronavirus>)

# Unified Certification Program - Search

[Contractor Details](#)

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

Print

**Program**  
**Management &**  
**Control Services,**  
**LLC**

Kerry Nutter  
46 South Waiola Avenue  
La Grange, IL 60525-  
0000

**County:** Cook

**Email:** [kerry@pmcsconsulting.com](mailto:kerry@pmcsconsulting.com)

**Phone:** 773-495-8262

**Fax:** 708-482-9702

**Categories:** Professional

**NAICS**

541690 - Economic  
consulting services

**Speciality**

541690-PROJECT  
MANAGEMENT  
CONSULTING

➕ View up to date information on how Illinois is handling the Coronavirus Disease 2019 (COVID-19) from the Illinois Department of Public Health (<http://www.dph.illinois.gov/topics-services/diseases-and-conditions/diseases-a-z-list/coronavirus>)

# Unified Certification Program - Search

[Contractor Details](#)

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

Print

## Gulaid Consulting Engineers, P.C.

Rashed Gulaid  
3662 Open Parkway  
Elgin, IL 60124

**County:** Kane

**Email:** [rashed@gulaidconsultingengineers.com](mailto:rashed@gulaidconsultingengineers.com)

**Phone:** (847) 468-4709

**Fax:** (847) 214-1577

**Categories:** Architecture\Engineering, Professional

NAICS	Speciality
541330-Engineering Services	541330- ENGINEERING SERVICES
541690-Other Scientific & Technical Consulting	SPEC. SERVS.: CONSTRUCTION
541715-Research and Development in the Physical, Engineering, and Life Sciences (except Nanotechnology and Biotechnology)	INSPECTION 541690- TECHNICAL TRAINING 541715- RESEARCH

 View up to date information on how Illinois is handling the Coronavirus Disease 2019 (COVID-19) from the Illinois Department of Public Health (<http://www.dph.illinois.gov/topics-services/diseases-and-conditions/diseases-a-z-list/coronavirus>) 

# Unified Certification Program - Search

[Contractor Details](#)

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

Print

**APS Consulting, Inc.** Email: [sjoshi@apsae.com](mailto:sjoshi@apsae.com)

Shakti Joshi Phone: 312-324-0336

5519 N. Cumberland Avenue Fax: 312-324-0337

Chicago, IL 60656-0000

**County:** Cook

**Categories:** Professional

**NAICS**

541330 - Engineering consulting services

541330 - Engineering design services

**Speciality**

541330-ENGINEERING CONSULTING SERVICES

⊕ View up to date information on how Illinois is handling the Coronavirus Disease 2019 (COVID-19) from the Illinois Department of Public Health (<http://www.dph.illinois.gov/topics-services/diseases-and-conditions/diseases-a-z-list/coronavirus>)

# Unified Certification Program - Search

**Contractor Details**

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

Print

## **Atlas Engineering Group, Ltd.**

Natalia Homedi  
3100 Dundee Rd., Ste  
502  
Northbrook, IL 60062

**County:** Cook

**Email:** [nhomedi@aegroupltd.com](mailto:nhomedi@aegroupltd.com)

**Phone:** (847) 753-8020

**Fax:** (847) 753-8023

**Categories:** Architecture\Engineering, Construction

<b>NAICS</b>	<b>Speciality</b>
237310-Highway, Street, & Bridge Construction	237310- CONSTRUCTION MANAGEMENT
541330-Engineering Services	541330- ROADS AND STREETS STRUCTURES: RAILROAD HIGHWAY STRUCTURE: SIMPLE
541370-Surveying & Mapping (except Geophysical) Serv.	WATERWAYS: TYPICAL WATERWAYS: COMPLEX STUDIES: PUMP STATIONS REHABILITATION HIGHWAY STRUCTURE: TYPICAL STUDIES: TRAFFIC LOCATION DRAINAGE FREEWAYS RAILWAY ENGINEERING TRAFFIC SIGNALS SPEC. SERVS.: CONSTRUCTION INSPECTION AERONAUTICS: DESIGN RECONSTRUCTION/MAJOR REHABILITATION 541370- SURVEYING

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# Unified Certification Program - Search

[Contractor Details](#)

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

Print

## GSG Consultants, Inc.

Guillermo Garcia  
2942 West Van Buren Street  
Chicago, IL 60612-0000

**County:** Cook

**Email:** [ggarcia@gsg-consultants.com](mailto:ggarcia@gsg-consultants.com)

**Phone:** 312-733-6262

**Fax:** 312-733-5612

**Categories:** Construction, Professional

NAICS	Speciality
237310 - Construction management, highway, road, street and bridge	Environmental Consultants, Geotechnical & Civil Engineering, Construction
237990 - Construction management, mass transit	Inspection, Industrial Hygiene, Safety Consulting
238910 - Site Preparation Contractors	Services, Drilling Services, Remediation and
541330 - Engineering services	Construction Management for Mass transit, Highway, Street and Bridge
541620 - Environmental consulting services	Construction.
541690 - Other Scientific and Technical Consulting Services	
562910 - Remediation Services	




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# Unified Certification Program - Search

[Contractor Details](#)

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

Print

**Material Solutions**      **Email:** sam@msl-corp.com

**Laboratory**                **Phone:** (847) 466-7216

**Corporation**               **Fax:** (847) 285-1712

Samir Kukadia  
1040 Bonaventure Dr.  
Elk Grove Village, IL  
60007

**County:** Cook

**Categories:** Architecture\Engineering, Construction,  
Professional

NAICS	Speciality
541330-Engineering Services	541330- QA AGGREGATE/HMA/PCC
541380-Testing Laboratories	SPEC. SERVS.: CONSTRUCTION INSPECTION
561730-Landscape Services	541380- MISC: MATERIAL TESTING MISC: CONCRETE FIELD TESTING MISC: CONCRETE LABORATORY TESTING
	561730- SEEDING & SODDING LANDSCAPING

➕ View up to date information on how Illinois is handling the Coronavirus Disease 2019 (COVID-19) from the Illinois Department of Public Health (<http://www.dph.illinois.gov/topics-services/diseases-and-conditions/diseases-a-z-list/coronavirus>)

# Unified Certification Program - Search

**Contractor Details**

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

Print

## OSEH Inc.

Akiwumi Attawia  
1631 S. Michigan Ave.,  
Ste. 210  
Chicago, IL 60616

**Email:** [aattawia@osehinc.com](mailto:aattawia@osehinc.com)

**Phone:** (312) 724-8621

**Fax:**

**County:** Cook

**Categories:** Architecture\Engineering, Professional

## NAICS

541320-Landscape  
Architectural Services  
541330-Engineering  
Services  
541512-Computer Systems  
Design Services  
541715-Research and  
Development in the Physical,  
Engineering, and Life  
Sciences (except  
Nanotechnology and  
Biotechnology)

## Speciality

541320- URBAN PLANNING  
541330- ENGINEERING  
SERVICES  
541512- MISC: COMPUTER  
AIDED DESIGN &  
DRAFTING  
541715- RESEARCH

## Gomez, Graciela

---

**From:** Robinson, Lynnette  
**Sent:** Wednesday, September 16, 2020 3:30 PM  
**To:** Gomez, Graciela  
**Subject:** FW: 4717 - Michael Baker International, Inc. (Baker Engineering, Inc.)

Graciela,

4717 was approved.

Regards,

Lynnette Robinson

*Lynnette Robinson*

Consultant for Diversity and Engineering  
Illinois State Toll Highway Authority  
2700 Ogden Ave.  
Downers Grove, IL 60515  
630.241.6800 x 1908  
[lrobinson@getipass.com](mailto:lrobinson@getipass.com)

---

**From:** Bennett, Kristen  
**Sent:** Tuesday, September 15, 2020 8:41 AM  
**To:** Robinson, Lynnette <[lrobinson@getipass.com](mailto:lrobinson@getipass.com)>  
**Subject:** RE: 4717 - Michael Baker International, Inc. (Baker Engineering, Inc.)

Approved.

Thanks,  
Kristen

---

**From:** Robinson, Lynnette  
**Sent:** Thursday, September 10, 2020 3:59 PM  
**To:** Bennett, Kristen <[kbennett@getipass.com](mailto:kbennett@getipass.com)>  
**Subject:** 4717 - Michael Baker International, Inc. (Baker Engineering, Inc.)

Kristen,

The two Partnering for Growth Agreements for 4717 - Michael Baker International, Inc. (Baker Engineering, Inc.) were already approved at the August Board Meeting. Please approve so I can have Grace update Catapult. They should be sending this to us prior to the board for approval not after they've been approved.

Regards,

Lynnette Robinson

*Lynnette Robinson*

Consultant for Diversity and Engineering  
Illinois State Toll Highway Authority  
2700 Ogden Ave.  
Downers Grove, IL 60515  
630.241.6800 x 1908  
[lrobinson@getipass.com](mailto:lrobinson@getipass.com)

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EXHIBIT E - DBE

PARTNERING FOR GROWTH PROGRAM  
FOR  
DISADVANTAGED BUSINESS ENTERPRISES (DBEs)

PSB: 20-1 ITEM: 01

MEMORANDUM OF UNDERSTANDING  
BETWEEN:

THE MENTOR:	FIRM NAME ADDRESS	A N D	THE PROTÉGÉ:	FIRM NAME ADDRESS
<u>Michael Baker International</u>	<u>200 W. Adams St. #1800 Chicago, IL 60606</u>		<u>Project Management &amp; Control Services</u>	<u>46 S. Waiola Avenue LaGrange, Illinois 60525</u>

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

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

**I. PROGRAM PURPOSE**

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

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

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

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

**II. CONFORMANCE TO PROGRAM GOALS**

A. Participation in this project by the Protégé.

1. In area(s) being mentored:

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

Scope:

Special Services: Construction Inspection

- Work not applicable to prequalification category(ies)     %

Scope:

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

2. In area(s) not being mentored:

- Work the Protégé will self-perform

0.00 %

Note: Protégé participation in this area is optional

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

15.00 %

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

For PSB 20-1 Item 1, Michael Baker is proud to partner with Program Management & Control Services (PMCS) as a Partnership for Growth (P4G) relationship for our firm. Construction Management is a new service PMCS is adding to their firm. We seek to help them grow as a firm and supplement their technical knowledge with a more thorough understanding of the Tollway-specific policies, procedures and communication channels. Michael Baker's goal is to help PMCS develop into a position where they will be able to successfully lead a small- to medium-sized construction project on a future Illinois Tollway bulletin.

---

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

Michael Baker will provide PMCS with mentorship and training for the Tollway's standard policies and procedures for Special Services - Construction Inspection and Other Topics/Unique Project Circumstances. Michael Baker will ensure the Protege is familiar with the Tollway's policies and procedures and will also extend opportunities for relevant training.

**III. MENTOR EXPERIENCE WITH THE PROGRAM**

- A. Has the Prime consultant served as a Mentor on a Tollway project completed within the last five years? If yes, list Contract #(s):  YES  NO

RR-13-5660

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

Areas of Assistance:

Special Services: Construction Inspection

- B. Is the Prime consultant currently serving as a Mentor on a Tollway project? If yes, list Contract #(s):  YES  NO

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

Areas of Assistance:

- C. Has the Prime consultant mentored the Protégé on another Tollway project within the last five years? If yes, list Contract #(s):  YES  NO

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

Areas of Assistance:

**IV. PROTÉGÉ EXPERIENCE WITH THE PROGRAM**

- A. Has the DBE firm ever been contracted by the Tollway as a Prime consultant? If yes, list date, Contract #, and description of scope for each project(s):  YES  NO

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


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

YES

NO

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

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

YES

NO

<u>Contract #</u>	<u>Protégé Award \$</u>	<u>Mentored by</u>	<u>Area of Assistance</u>
I-18-4411	\$962,800	Bowman Consulting	Construction Management Services
_____	_____	_____	_____
_____	_____	_____	_____

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

YES

NO

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

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

---

#### V. STATEMENT OF COMMITMENT

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

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



SIGNATURE (Mentor Representative)

5/15/2020

(Date)



SIGNATURE (Protégé Representative)

5/15/20

(Date)

EXHIBIT E - DBE

PARTNERING FOR GROWTH PROGRAM

FOR

DISADVANTAGED BUSINESS ENTERPRISES (DBEs)

PSB: 20-1 ITEM: 01

MEMORANDUM OF UNDERSTANDING

BETWEEN:

THE MENTOR:

Michael Baker International

FIRM NAME  
ADDRESS

200 W. Adams St. #1800  
Chicago, IL 60606

A  
N  
D

THE PROTÉGÉ:

Gulaid Consulting Engineers, P.C.

FIRM NAME  
ADDRESS

3662 Open Parkway  
Elgin, IL 60124

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

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

**I. PROGRAM PURPOSE**

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

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

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

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

**II. CONFORMANCE TO PROGRAM GOALS**

A. Participation in this project by the Protégé.

1. In area(s) being mentored:

- Technical work covered by Mentor's prequalification category(ies) 10%

Scope:

**Special Services: Construction Inspection**

- Work not applicable to prequalification category(ies)     %

Scope:

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

2. In area(s) not being mentored:

- Work the Protégé will self-perform

0.00 %

*Note: Protégé participation in this area is optional*

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

10.00 %

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

For PSB 20-1 Item 1, Michael Baker is proud to partner with Gulaid Consulting Engineers, P.C. (Gulaid) as a Partnership for Growth (P4G) relationship for our firm. Gulaid provides engineering services for public and private clients in Illinois, including major transportation agencies and municipalities. We seek to help them grow as a firm and supplement their technical knowledge with a more thorough understanding of the Tollway-specific policies, procedures and communication channels. Michael Baker's goal is to help Gulaid develop into a position where they will be able to successfully lead a small- to medium-sized construction project on a future Illinois Tollway bulletin.

---

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

Michael Baker will provide Gulaid Consulting Engineers with mentorship and training for the Tollway's standard policies and procedures for Special Services - Construction Inspection and Other Topics/Unique Project Circumstances. Michael Baker will ensure the Protege is familiar with the Tollway's policies and procedures and will also extend opportunities for relevant training.

**III. MENTOR EXPERIENCE WITH THE PROGRAM**

- A. Has the Prime consultant served as a Mentor on a Tollway project completed within the last five years? If yes, list Contract #(s):  YES  NO

RR-13-5660

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

Areas of Assistance:

Special Services: Construction Inspection

- B. Is the Prime consultant currently serving as a Mentor on a Tollway project? If yes, list Contract #(s):  YES  NO

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

Areas of Assistance:

- C. Has the Prime consultant mentored the Protégé on another Tollway project within the last five years? If yes, list Contract #(s):  YES  NO

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

Areas of Assistance:

**IV. PROTÉGÉ EXPERIENCE WITH THE PROGRAM**

- A. Has the DBE firm ever been contracted by the Tollway as a Prime consultant? If yes, list date, Contract #, and description of scope for each project(s):  YES  NO

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


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

YES  NO

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

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

YES  NO

<u>Contract #</u>	<u>Protégé Award \$</u>	<u>Mentored by</u>	<u>Area of Assistance</u>
I-18-4412	\$318,000	TranSystems	Construction Inspection
_____	_____	_____	_____
_____	_____	_____	_____

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

YES  NO

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

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

NA

---

#### V. STATEMENT OF COMMITMENT

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

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

---



5/15/2020

(Date)

---



SIGNATURE (Protege Representative)

5/7/2020

(Date)



Office of the Secretary of State Jesse White  
**CYBERDRIVEILLINOIS.COM**

## Corporation/LLC Search/Certificate of Good Standing

### Corporation File Detail Report

File Number	50153169
Entity Name	MICHAEL BAKER INTERNATIONAL, INC.
Status	ACTIVE

<b>Entity Information</b>
Entity Type CORPORATION
Type of Corp FOREIGN BCA
Qualification Date (Foreign) Friday, 29 December 1972
State PENNSYLVANIA
Duration Date PERPETUAL

<b>Agent Information</b>
Name C T CORPORATION SYSTEM
Address

208 SO LASALLE ST, SUITE 814  
CHICAGO , IL 60604

Change Date  
00/00/0000

## Annual Report

Filing Date  
Wednesday, 18 December 2019

For Year  
2019

## Officers

President  
Name & Address  
BRIAN A LUTES 500 GRANT ST #5400 PITTSBURGH PA 15219

Secretary  
Name & Address  
H JAMES MCKNIGHT SAME

## Old Corp Name

07/06/2015  
MICHAEL BAKER, JR., INC.

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[Adopting Assumed Name](#)

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

(One Certificate per Transaction)



Office of the Secretary of State Jesse White  
**CYBERDRIVEILLINOIS.COM**

## Corporation/LLC Search/Certificate of Good Standing

### LLC File Detail Report

File Number	01386492
Entity Name	PROGRAM MANAGEMENT & CONTROL SERVICES, LLC
Status	ACTIVE

#### Entity Information

Principal Office  
46 S WAIOLA AVE  
LAGRANGE, IL 605250000

Entity Type  
LLC

Type of LLC  
Domestic

Organization/Admission Date  
Monday, 3 January 2005

Jurisdiction  
IL

Duration  
PERPETUAL

#### Agent Information

Name

KENNETH J. NEMEC, JR.

Address

835 MCCLINTOCK DR., 2ND FL  
BURR RIDGE , IL 60527

Change Date

Friday, 17 April 2020

## Annual Report

For Year

2020

Filing Date

Wednesday, 8 January 2020

## Managers

Name

Address

NUTTER, KERRY  
46 S WAIOLA AVE  
LAGRANGE, IL 60525

## Series Name

NOT AUTHORIZED TO ESTABLISH SERIES

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[Adopting Assumed Name](#)

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

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

(One Certificate per Transaction)





Office of the Secretary of State Jesse White  
**CYBERDRIVEILLINOIS.COM**

## Corporation/LLC Search/Certificate of Good Standing

### Corporation File Detail Report

File Number	61426841
Entity Name	GULAIID CONSULTING ENGINEERS, P.C.
Status	ACTIVE

<b>Entity Information</b>
Entity Type CORPORATION
Type of Corp DOMESTIC BCA
Incorporation Date (Domestic) Friday, 29 December 2000
State ILLINOIS
Duration Date PERPETUAL

<b>Agent Information</b>
Name RASHED GULAIID
Address

3662 OPEN PARKWAY  
ELGIN , IL 60124

Change Date  
Friday, 5 June 2015

## Annual Report

Filing Date  
Monday, 2 December 2019

For Year  
2019

## Officers

President  
Name & Address  
RASHED GULAID 3662 OPEN PARKWAY ELGIN 60124

Secretary  
Name & Address  
RASHED GULAID SAME

## Old Corp Name

10/23/2014  
GULAID CONSULTING ENGINEERS P.C.

05/29/2015  
ARK ENGINEERING ASSOCIATES, LTD.

[Return to Search](#)

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(One Certificate per Transaction)

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Wed Aug 12 2020

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

16:26 08/12/20

ACTION: S

VENDOR NUMBER= \*\*\*\*\*

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 08/12/20 AT 16:27 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*\*. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

Michael Baker International,  
Inc.

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

16:26 08/12/20

ACTION: S

VENDOR NUMBER= \*\*\*\*\*[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 08/12/20 AT 16:29 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*\*[REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

Program Management & Control  
Systems, LLC.

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

16:26 08/12/20

ACTION: S

VENDOR NUMBER= \*\*\*\*\* [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 08/12/20 AT 16:31 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*\* [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

Gulaid Consulting Engineers, PC

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

16:26 08/12/20

ACTION: S

VENDOR NUMBER= \*\*\*\*\*[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 08/12/20 AT 16:33 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*\*[REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

APS Consulting, Inc.

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

16:26 08/12/20

ACTION: S

VENDOR NUMBER= \*\*\*\*\*[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 08/12/20 AT 16:34 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*\*[REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

Atlas Engineering Group, Ltd.

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

16:26 08/12/20

ACTION: S

VENDOR NUMBER= \*\*\*\*\*[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 08/12/20 AT 16:36 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*\*[REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

GSG Consultants, Inc.

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

16:26 08/12/20

ACTION: S

VENDOR NUMBER= \*\*\*\*\*[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 08/12/20 AT 16:37 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*\*[REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

Material Solutions Laboratory

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

16:26 08/12/20

ACTION: S

VENDOR NUMBER= \*\*\*\*\*[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 08/12/20 AT 16:39 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*\*[REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

Orion Engineers, LLC

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

16:42 08/12/20

ACTION: S

VENDOR NUMBER= \*\*\*\*\*[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 08/12/20 AT 16:42 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*\*[REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OSEH, Inc

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

12:38 08/31/20

ACTION: S

VENDOR NUMBER= \*\*\*\*

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 08/31/20 AT 12:39 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*\*. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

RS&H, Inc.

## **TEAMING AGREEMENT**

This Teaming Agreement (“Agreement”) is made as of May 1, 2020 (“Effective Date”) between **Michael Baker International, Inc.** (“Baker”) and **Program Management & Control Services, LLC** (“PMCS”) and **Gulaid Consulting Engineers, P.C.** (“Gulaid”) (singularly, each may be referred to as “Party,” or “Team Member” and collectively, as “Parties” or “Team”) for the following reasons:

- A. Illinois State Toll Highway Authority (“Owner”) will issue a Professional Services Bulletin (“PSB”) for professional services with respect to the following:
  - 1. Phase III construction engineering services for I-20-4717 - Elgin O'Hare Western Access, I-294 to I-90 - Devon Avenue to Pratt Boulevard. Construction Management Services (Project)
- B. Baker wishes to add PMCS and Gulaid as teaming partners to the Proposal they submit for the project as a Prime Contractor; and
- C. The Baker/PMCS/Gulaid Team desire to collaborate on the Proposal for the project with the desired goal of obtaining and performing the Prime Contract; and
- D. The Parties believe that a cooperative effort between the three will offer the Owner the best combination of unique skills and capabilities to achieve the objectives of the project.

The Parties agree as follows:

### **Article 1 PARTIES' RELATIONSHIP**

- 1.1** During the term of this Agreement the Parties shall act as independent contractors, and no Party shall act as an agent for the other, nor be authorized to incur any liability, represent or make commitments on behalf of the other. Further, nothing in this Agreement shall be deemed to constitute, create, or otherwise recognize a joint venture, partnership, or formal business entity of any kind.
- 1.2** This Agreement establishes an exclusive arrangement between the Parties for preparation of the Proposal for the Project. No Party shall submit any qualifications or proposals, with another firm acting as a Prime. In addition, no Party will take any action which might impair the chances for award of the Prime Contract to the Team and the Parties shall be bound by the Confidential Information provisions herein. Notwithstanding the foregoing, Baker shall be able to add additional team members to augment the capabilities as needed for the proposal efforts in which it is submitting as Prime Contractor.
- 1.3** PMCS will perform a minimum 15% of the total contract services awarded to the Team for the Project
- 1.4** Gulaid will perform a minimum 10% of the total contract services awarded to the Team for the Project

### **Article 2 PRE-AWARD PHASE**

- 2.1** The Parties will prepare the Proposal and shall provide services and staffing commitments set forth in “**Attachment A.**”
- 2.2** The Parties agree to comply with the Owner's procurement requirements and to participate in any interviews, presentations, and negotiations with Owner as required.
- 2.3** Baker shall have the right to determine the final contents of the Proposal.

**2.4** Each Party shall be responsible for its own labor and expenses in pursuit of the Project under this teaming agreement.

**Article 3 POST-AWARD PHASE**

**3.1** In the event the Team is awarded the Prime Contract by Owner, PMCS and Gulaid agree to provide professional services for the Project in accordance with a mutually agreeable subcontract with Baker (“Subcontract”).

**3.2** The Subcontracts will incorporate all the requirements and obligations of the Prime Contract on a flowdown basis.

**Article 4 CONFIDENTIAL INFORMATION**

**4.1** All technical information and business information (hereinafter called “Confidential Information”) exchanged between the Parties under this Agreement shall not be disclosed except as provided in this Agreement. Such restriction shall not apply, however, to the extent such Confidential Information was: (a) in the public domain before or after disclosure; (b) known to the receiving Party at the time of disclosure; (c) not unlawfully derived by the receiving Party from an independent source; (d) independently developed by the receiving Party without reliance upon such Data or (e) are requested by or to comply with any subpoena, order or requirement of any court, arbitration, administrative or governmental body or other legal process and/or as otherwise required by applicable law. . This restriction shall survive termination of this Agreement.

**4.2** Notwithstanding the confidentiality restrictions herein, the Baker/PMCS/Gulaid Team may utilize and disclose Confidential Information as required in the pursuit and performance of the Project.

**Article 5 OWNERSHIP OF WORK PRODUCT AND INTELLECTUAL PROPERTY**

**5.1** Each Party shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software, intellectual property and other proprietary property. Any know-how, methodologies, equipment or processes used under this Agreement, including without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto shall remain the sole and exclusive property of the Party or its suppliers.

**Article 6 TERMINATION OF AGREEMENT**

**6.1** Unless extended by written agreement of the Parties, this Agreement shall terminate upon the occurrence of any of the following events:

**6.1.1** Execution of the Subcontract or failure of the Parties, despite their Good Faith Efforts, to reach a mutually agreeable Subcontract.

**6.1.2** Award of the Prime Contract to another team and exhaustion of all bid protests;

**6.1.3** Cancellation of the Project procurement by Owner;

**6.1.4** Upon notice by Baker, if Baker reasonably determines that a significant Project matter, such as the Project’s financing plan, the procurement process, or the terms of the PSB or Prime Contract are unacceptable;

**6.1.5** Upon notice by PMCS or Gulaid, if PMCS or Gulaid reasonably determines that a significant Project matter, such as the Project’s financing plan, the procurement process, or the terms of the PSB or Prime Contract are unacceptable;

- 6.1.6 Any Party filing or failing to discharge an involuntary petition in bankruptcy or reorganization, making a general assignment to creditors, or becoming insolvent;
- 6.1.7 A material default of this Agreement by any Party which is not corrected within five (5) business days after receipt of written notice of such default provided by the other Parties, at the discretion of the non-defaulting Parties;
- 6.1.8 Upon notice by a Party if another Party is acquired by or merged with a third party during the pursuit of the Project.
- 6.1.9 Two (2) years from the Effective Date of this Agreement;
- 6.1.10 Mutual written agreement by the Parties; or
- 6.1.11 If any Party is suspended, debarred, or otherwise unable to perform;

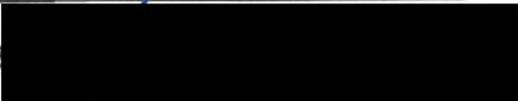
**Article 7      GENERAL**

- 7.1 Each Party waives any and all claims against another Party for any indirect, incidental, special, exemplary, punitive, or consequential damages arising in any way out of this Agreement or any services performed as a result of this Agreement. This limitation shall survive termination of this Agreement.
- 7.2 The Parties shall submit all disputes arising out of or in connection with this Agreement to the exclusive laws and jurisdiction of the courts of the State of Illinois.
- 7.3 This Agreement was mutually drafted by the Parties and represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements. This Agreement may be amended only by a written instrument signed by the Parties. This Agreement shall not be assigned, in whole or in part, by any Party without the prior written consent of the non-assigning Party.
- 7.4 No license is either granted or implied to any Party, under any trademark, patent, or copyright, by the conveying of information to that Party. None of the information which may be submitted or exchanged by the Baker/PMCS/Gulaid Team shall constitute any representation, warranty, assurance, guarantee, or inducement by either Party to the other with respect to the infringement of trademarks, patents, copyrights, or any right of privacy or other rights of third persons.
- 7.5 The Parties each agree that they will not recruit or hire employees of the other Party who are identified in the Proposals as potential workers on the Project without the prior written consent of the other Parties. Nothing in this Agreement shall be interpreted to restrict the recruiting activities of either Party that are not directed toward specific individuals identified on the Proposal as potential workers on the Project.
- 7.6 This Agreement shall be binding on the Parties hereto and their respective successors and assigns. This Agreement or any interest herein shall not be transferred or assigned, in whole or in part, by any Party without the prior written consent of the other Parties, which shall not be unreasonably withheld. This foregoing prohibition includes, without limitation, any assignment by operation of law and any attempted succession of either this Agreement or any rights and/or obligations of such Party hereunder by way of merger, consolidation, or the acquisition of stock or all, or substantially all, of the assets of such Party.

- 7.7 **Publicity.** Any publicity or advertising in connection with the subject matter of this Agreement proposed by any Party shall be subject to prior written approval of the other Parties, which shall not be unreasonably withheld. No name, logo, and/or trademark of any Party may be used by the other Parties for any purpose without the prior written approval of such Party. Any such publicity shall give due credit to the contributions of the other Parties. Notwithstanding the foregoing, the content of this Agreement may be made known to appropriate Client representatives.
- 7.8 **Force Majeure.** In no event shall any Party have any claim or right against the other Parties for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of the Party due to any occurrence commonly known as a "force majeure," including, but not limited to: acts of God; pandemic, fire, flood, or other natural catastrophe; acts of any governmental body; labor dispute; national emergency; insurrection; riot; or war.
- 7.9 **Applicable Laws.** Each Party shall comply with all applicable federal, state, and local laws, regulations, or ordinances in effect or hereafter adopted.
- 7.10 **Severability.** In the event that any portion of this Agreement is deemed invalid, illegal, or unenforceable for any reason by a court of competent jurisdiction, the remaining portions of this Agreement shall remain in full force and effect.
- 7.11 **Waiver.** No waiver of any right hereunder shall be effective unless set forth in a document executed by a duly authorized representative of the waiving Party. The waiver of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same.

By signing below the Parties agree to all terms contained in this Agreement.

**Michael Baker International, Inc.**

By: 

Name: Joseph R. Catalano, P.E.

Title: Vice President

Date: 10/2/2020

**Program Management & Control Services, LLC**

By: 

Name: Kerry B. Nutter

Title: Owner

Date: 10/2/2020

**Gulaid Consulting Engineers, P.C.**

By: 

Name: Rashed Gulaid, P.E.

Title: President

Date: 10/2/2020

# **ATTACHMENT A**

## **PROJECT DETAILS**

**Client:** *Illinois State Toll Highway Authority*

**Project:** *PSB 20-1, Item 1: I-20-4717 - Elgin O'Hare Western Access, I-294 to I-90 - Devon Avenue to Pratt Boulevard. Construction Management Services*

**Scope of Services:** *Phase III Engineering Services*

## **RELATIONSHIP OF PARTIES**

**Form of Organization:** *Teaming*

**Contractual Relationship to Client:** *Prime Consultant*

**Participating Interest of Parties:** *The following percentages represent the intended contract interest for each participating teaming company and will be aspired to with consideration given to labor rate increments, staffing fluctuations, project fluctuations, and any other needs in response to the client.*

Michael Baker International, Inc.	43%
Program Management & Control Services, LLC	15%
Gulaid Consulting Engineers, P.C.	10%

## **PROPOSAL EFFORT RESPONSIBILITIES**

**Proposal Manager:** *Joseph R. Catalano, P.E., Michael Baker International*

**Proposal Responsibility of Each Party:**

*Michael Baker International, Inc. - Co-lead for overall proposal, review & technical writing*

*Program Management & Control Services, LLC – Co-lead for overall proposal, review & technical writing*

*Gulaid Consulting Engineers, P.C. – Co-lead for overall proposal, review & technical writing*

**Proposal Points of Contact:**

*Michael Baker International, Inc. – Joseph R. Catalano, P.E.*

*Program Management & Control Services, LLC – Kerry Nutter*

*Gulaid Consulting Engineers, P.C. – Rashed Gulaid, P.E.*

CONSTRUCTION MANAGER  
AGREEMENT INCLUDING TEAMING

The Board of Directors, on the **20<sup>th</sup>** day of **August, 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 the Team comprised of **Michael Baker International, Inc. / Program Management & Control Services, LLC / Gulaid Consulting Engineers, P.C.**, authorized and existing within the laws of the State of Illinois, hereinafter referred to as "CONSTRUCTION MANAGER".

W I T N E S S E T H:

WHEREAS, the CONSTRUCTION MANAGER has submitted a proposal dated **July 29, 2020**, to provide CONSTRUCTION MANAGEMENT services for Contract No. **I-20-4717** for **Elgin O'Hare Western Access, I-294 to I-90, Devon Avenue to Pratt Boulevard**; and

WHEREAS, CONSTRUCTION MANAGER represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from **PSB 20-1, Item 1**, 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 CONSTRUCTION MANAGER shall perform all construction management services for Contract No. **I-20-4717** for **Elgin O'Hare Western Access, I-294 to I-90, Devon Avenue to Pratt Boulevard** in accordance with the requirements and terms of this Agreement, the above-numbered Professional Services Bulletin, and the proposal from the CONSTRUCTION MANAGER of **July 29, 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 CONSTRUCTION MANAGER shall be performed according to the professional standards and in accordance with the Construction Manager's Manual in effect at the date of contract execution, and as revised thereafter.

C. The CONSTRUCTION MANAGER shall perform its services hereunder with the same degree of care, skill and diligence as is ordinarily possessed and exercised by a member of the same profession, currently practicing under similar circumstances.

D. The CONSTRUCTION MANAGER has entered into a Teaming Agreement identifying the obligations, duties and responsibilities of each party to the Teaming agreement which is attached to this Agreement.

## ARTICLE II

### Time of Performance

Upon receipt of Notice to Proceed authorized by the Chief Engineering Officer of the TOLLWAY, the CONSTRUCTION MANAGER shall perform the services herein during the period commencing on the latter of either **execution of the Agreement or August 21, 2020** and ending **December 31, 2026**, in accordance with the schedule included in the attached proposal.

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

## ARTICLE III

### Compensation

The CONSTRUCTION MANAGER shall perform all engineering construction management services as required herein, and the TOLLWAY shall pay the CONSTRUCTION MANAGER as compensation therefor, the CONSTRUCTION MANAGER'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 **Seven Million, Nine Hundred Seventy-Six Thousand, Three Hundred Thirty-Four Dollars and Forty-Six Cents (\$7,976,334.46)**. If, in the opinion of the CONSTRUCTION MANAGER, additional fees or expenses in excess of the upper limit of compensation agreed herein are required, the CONSTRUCTION MANAGER shall promptly notify the Chief Engineering Officer of the TOLLWAY thereof and shall not incur or charge any such fees or expenses without prior written approval of the Chief Engineering Officer. The CONSTRUCTION MANAGER shall ensure that its subcontractors (if applicable) submit bills and invoices in a manner consistent with the terms of this Agreement and shall include language in its subcontractor agreements whereby the subcontractors expressly agree to be bound by the terms of this Agreement, including but not limited to the Inspector General Provision at Article XIX.

## ARTICLE IV

### Scope of the Service

The CONSTRUCTION MANAGER represents that it has examined the project site, met with representatives of the TOLLWAY, and had an opportunity to ascertain the extent and the scope of services required to complete this project and is knowledgeable of the services to be performed within the time set forth in the Project Schedule indicated in Exhibit "1" hereof. The CONSTRUCTION MANAGER further understands and agrees that all the services required to properly complete the services will be at or below the total estimated fee (Upper Limit of Compensation) established for this contract, and that only upon receipt of correspondence modifying the established scope of services for this contract from the Chief Engineering Officer, will any portion of the "Additional Services" provision of the said proposal Exhibit B be utilized. The CONSTRUCTION MANAGER shall not be entitled to additional compensation due to errors in estimating the time, costs or expertise required to complete this construction management project.

## ARTICLE V

### Compliance with State and Other Laws

The CONSTRUCTION MANAGER specifically agrees that in the performance of the services herein enumerated, the CONSTRUCTION MANAGER, its associates, subcontractors, agents and employees will comply with 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. The Team of **Michael Baker International, Inc. / Program Management & Controls Services, LLC / Gulaid Consulting Engineers, P.C.** consents to the exclusive jurisdiction and venue of the courts located in DuPage County, State of Illinois.

### Confidentiality

CONSTRUCTION MANAGER, including its agents and subconsultants, to this AGREEMENT may have or gain access to confidential data or information owned or maintained by the TOLLWAY in the course of carrying out its responsibilities under this AGREEMENT. The CONSTRUCTION MANAGER shall presume all information received from the TOLLWAY or to which it gains access pursuant to this AGREEMENT is confidential. No confidential data collected, maintained, or used in the course of CONSTRUCTION MANAGER's performance of this contract shall be disseminated

except as authorized by law and with the written consent of the TOLLWAY, either during the period of the AGREEMENT or thereafter. The CONSTRUCTION MANAGER must return any and all data collected, maintained, created or used in the course of the performance of the AGREEMENT, in whatever form it is maintained, promptly at the end of the AGREEMENT, or earlier at the request of the TOLLWAY, or notify the TOLLWAY in writing of its destruction with prior TOLLWAY approval only.

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

## ARTICLE VI

### Responsibility for Injuries and Damages

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

The firms comprising the CONSTRUCTION MANAGER and identified in the Teaming Agreement shall be jointly and severally liable to the TOLLWAY for any and all damages, injuries and claims, including those arising from the professional acts, errors or omissions resulting from services rendered per this Agreement.

## ARTICLE VII

### Insurance

The CONSTRUCTION MANAGER agrees to procure and maintain during the entire term of this contract and any extensions thereto, at its own expense and without additional expense to the TOLLWAY, adequate insurance for claims for injuries to persons or damage to property which may arise from or in connection with the

performance of the work by the CONSTRUCTION MANAGER, his agents, representatives, employees or subcontractors. Work shall not commence until all insurance required by this section has been obtained and acceptable documentation provided to the TOLLWAY. Acceptable insurance companies shall be authorized or approved to transact business under the laws of the State of Illinois, shall be rated by A.M. Best and Company with a financial strength rating of "A-" or better and a financial size category of not less than "VII".

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

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

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

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

CONSTRUCTION MANAGER agrees that such policy or policies, 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. Each member of the CONSTRUCTION MANAGER agrees that it will maintain its Engineering Professional

Errors and Omissions Liability policy in effect for three years after the completion of the Agreement.

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

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

## ARTICLE VIII

### Ownership of Documents

All documents, including tracings, drawings, estimates, specifications, field notes, investigations, studies and all documents, memoranda and information relating to services to be furnished and performed pursuant to this Agreement are the property of the TOLLWAY. During the performance of the engineering services herein provided for, the CONSTRUCTION MANAGER shall be responsible for any loss or damage to the documents herein enumerated while they are in its possession, and any such documents shall be restored at its expense. Full access to the 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER to abide by the terms and conditions set forth in this paragraph.

## ARTICLE IX

### Financial Statement

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

## ARTICLE X

### Successors and Assigns

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

### ARTICLE XI

#### Subcontractors

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

### ARTICLE XII

#### Suspension

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

### ARTICLE XIII

#### Termination

##### A. Termination Without Cause

1. The TOLLWAY reserves the right, at its sole discretion, to terminate this Agreement without cause at any time. In the event of such termination, the TOLLWAY will promptly deliver a written Notice of Termination Without Cause to the CONSTRUCTION MANAGER. Upon termination and within ten (10) days of said termination, the CONSTRUCTION MANAGER shall prepare a detailed Progress Report, including information as to all the work performed by the CONSTRUCTION MANAGER and the status of the work as of the date of the termination, and provide any and all other information and documents developed under the terms of this Agreement as requested by the Chief Engineering Officer of the TOLLWAY. The TOLLWAY will review the Progress Report and determine the percentage of the work required to be performed

under this Agreement that has been completed by the CONSTRUCTION MANAGER. At the request and direction of the Chief Engineering Officer of the TOLLWAY, the CONSTRUCTION MANAGER shall, within ten (10) days after the date of termination, furnish to the TOLLWAY marked up full size prints entitled "Record Plans", including specifications with all contract revisions or modifications to date indicated thereon, in accordance with the requirements of the Construction Manager's Manual in effect at the date of contract execution, and as revised thereafter.

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

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

- a. Actual payroll cost for 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 CONSTRUCTION MANAGER fails to meet any of its contractual obligations, as set forth in this Agreement due to any of the herein stated conditions for termination of cause, then the TOLLWAY, at its option, may consider the Agreement as cancelled effective upon the delivery of written Notice of Termination for Cause to the CONSTRUCTION MANAGER, and the CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER, or at the option of the TOLLWAY the CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER, if any. In addition to any difference in cost for services incurred by the TOLLWAY, the CONSTRUCTION MANAGER shall reimburse the TOLLWAY for any costs, fees, or expenses, including administrative, engineering and legal expenses incurred by the TOLLWAY due to the failure of the CONSTRUCTION MANAGER to meet such obligations. The foregoing costs, fees and expenses, may, at the direction of the TOLLWAY, be deducted from any sums remaining due for services properly performed prior to the effective date of the cancellation and termination.

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

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

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

4. The total compensation due to the CONSTRUCTION MANAGER in the event of Termination for Cause shall be the following, less all previous payments to the CONSTRUCTION MANAGER, and 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 CONSTRUCTION MANAGER warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the TOLLWAY shall have the right to annul this Agreement without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE XV

Record Retention and Audit

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

The CONSTRUCTION MANAGER shall maintain in the State of Illinois, for a minimum of five years from the latter of the date of completion of the CONTRACT or the date of final payment under the CONTRACT, adequate books, records, and supporting documents from an accounting system maintained in accordance with generally accepted accounting principles to verify the amounts, recipients, uses and methods of all disbursements of funds passing in conjunction with the CONTRACT. The five year record maintenance period shall be extended for the duration of any audit in progress at the time of that period's expiration. The CONSTRUCTION MANAGER shall at its own expense make such records available in a timely manner for inspection and audit (including copies and extracts of records) as required by the Auditor General and other State Auditors, the

Chief Procurement Officer for General Services, the Illinois Department of Transportation, and the TOLLWAY's Inspector General, Internal Audit or other TOLLWAY agents at all reasonable times and without prior notice. For purposes of this section, "timeliness" will be considered production within the time period specified by the Auditor General and other State Auditors, the Chief Procurement Officer for General Services, the Illinois Department of Transportation and the TOLLWAY's Inspector General, Internal Audit or other TOLLWAY agents, but no later than thirty days after a request for records being made unless otherwise agreed to by the parties. The CONSTRUCTION MANAGER agrees to cooperate fully with any audit conducted by the Auditor General and other State Auditors, the Chief Procurement Officer for General Services, the Illinois Department of Transportation and the TOLLWAY's Inspector General, Internal Audit or other TOLLWAY agents, and to provide full access to all relevant materials. The auditors reserve the right to enter the CONSTRUCTION MANAGER's place of business in order to audit the records. If they are not produced in a timely manner by the CONSTRUCTION MANAGER, then the CONSTRUCTION MANAGER shall reimburse the TOLLWAY or other State agency for the travel expenses of its auditors in the event that this right is invoked.

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

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

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

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

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

## ARTICLE XVI

### Notices

Notices to be given hereunder or documents to be delivered shall be deemed sufficient if delivered personally or mailed by certified mail to the CONSTRUCTION MANAGER at **Michael Baker International, Inc., 200 West Adams, Suite 1800, Chicago, IL 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 CONSTRUCTION MANAGER'S QA/QC PLAN for this PROJECT must be presented by the CONSTRUCTION MANAGER fourteen (14) days after receiving the signed contract. After acceptance by the TOLLWAY, the CONSTRUCTION MANAGER must adhere to this QA/QC Plan and will be required to periodically confirm, in writing, that they have complied with the approved plan. The statement of compliance must be submitted to the TOLLWAY Project Manager with each monthly progress report.

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

## ARTICLE XVIII

### Miscellaneous

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

## ARTICLE XIX

### Inspector General

The Vendor/Contractor hereby acknowledges that pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5) the Inspector General of the Illinois State Toll Highway Authority has the authority to conduct investigations into certain matters including but not

limited to allegations of fraud, waste and abuse, and to conduct reviews. The Vendor/Contractor will fully cooperate in any OIG investigation or review and shall not bill the Tollway for such time. Cooperation includes providing access to all information and documentation related to the goods/services described in this Agreement, and disclosing and making available all personnel involved or connected with these goods/services or having knowledge of these goods/services. All subcontracts must inform Subcontractors of this provision and their duty to comply.

## ARTICLE XX

### Engineer Selection Process

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

## ARTICLE XXI

### Report of a Change in Circumstances

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

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

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

ARTICLE XXII

EXPATRIATED ENTITIES

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for CONTRACT I-20-4717 the day and year first above written.

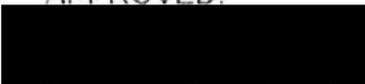
THE ILLINOIS STATE TOLL  
HIGHWAY AUTHORITY

MICHAEL BAKER INTERNATIONAL,  
INC / PROGRAM MANAGEMENT &  
CONTROL SERVICES, LLC / GULAIID  
CONSULTING ENGINEERS, P.C.

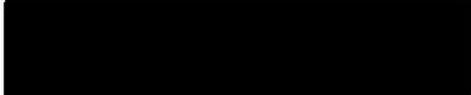
 11/09/2020  
\_\_\_\_\_  
Chairman/CEO - Signature Date  
Willard S. Evans, Jr.

 10/5/2020  
\_\_\_\_\_  
President-Signature Date  
Michael Baker International, Inc.

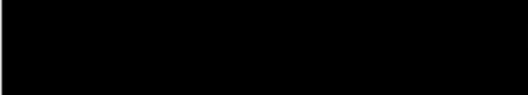
Joseph Catalano  
\_\_\_\_\_  
Printed Name as Signed Above

APPROVED:  
 11/09/2020  
\_\_\_\_\_  
Executive Director – Signature Date  
Jose Alvarez

 10/5/2020  
\_\_\_\_\_  
President-Signature Date  
Program Management & Control Services, LLC

APPROVED:  
 11/02/2020  
\_\_\_\_\_  
Chief Financial Officer – Signature Date  
Cathy R. Williams

Kerry B. Nutter  
\_\_\_\_\_  
Printed Name as Signed Above  
 10/5/2020  
\_\_\_\_\_  
Gulaid Consulting Engineers, P.C.

APPROVED:  
 10/29/2020  
\_\_\_\_\_  
General Counsel – Signature Date  
Kathleen Pasulka-Brown

Rashed Gulaid  
\_\_\_\_\_  
Printed Name as Signed Above

Approved as to Form and Constitutionality  
 10/29/2020  
\_\_\_\_\_  
Attorney General, State of Illinois - Signature Date

## CONSTRUCTION MANAGER PROPOSAL

### FOR CONTRACT NUMBER I-20-4717

This proposal, dated July 29, 2020, is submitted by Michael Baker International, Inc. /Program Management & Control Services, LLC/ Gulaid Consulting Engineers, P.C. of Chicago IL for Construction Manager's Service.

#### DESCRIPTION/LOCATION OF CONSTRUCTION SECTION

The location of the construction Contract I-20-4717 for which we propose to provide Construction Manager Services is **Elgin O'Hare Western Access, I-294 to I-90 – Devon Avenue to Pratt Boulevard, Construction Management Services**, in Cook County (Counties), Illinois.

#### SCOPE OF CONSTRUCTION MANAGER SERVICES

Construction Manager Services following selection from PSB 20-1 will be provided for all items of work included in the Contract Requirements for the above Construction Contract and will conform with the Illinois State Toll Highway Authority's *Construction Manager's Manual*, in effect at the date the contract is awarded, and as revised thereafter, and with the Illinois State Toll Highway Authority's (hereinafter referred to as "TOLLWAY" current practices. These services shall include the responsibility for administration of the referenced Construction Contract in accordance with the applicable Construction Manager's Manual; manage the work as required by the Contract Documents; responsible for all on-site and off-site material testing; document all activities pertaining to the execution of the work; prepare all reports, payment estimates and other required documents; submit a "Record Drawing" set of plans; submit all project records, documents and the project close-out records properly indexed and cross-referenced in a manner which can be easily reviewed by the TOLLWAY at the same time the final pay estimate is submitted; and carry out the policies of the TOLLWAY.

#### FEE PROPOSAL

The CONSTRUCTION MANAGER shall be compensated for Engineering Services on the following basis:

**ACTUAL PAYROLL COSTS TIMES A MULTIPLIER, PLUS REIMBURSEMENT OF DIRECT EXPENSES, WITH AN UPPER LIMIT OF COMPENSATION.**

The compensation elements and their limits are more fully detailed as follows:

ACTUAL PAYROLL COSTS AND MULTIPLIER - During the course of the project, compensation shall be equal to Actual Direct Labor Costs (less overtime premium) multiplied by a factor of 2.80 to compensate for **Payroll Burden and Fringe Costs, Overhead and Miscellaneous Indirect Costs and Profit**. **This factor shall be used for periodic invoicing during the project.**

“Actual Direct Labor” shall be reimbursed only for actual payroll costs paid to individuals employed directly by the CONSTRUCTION MANAGER, while independent contractors and contract employees shall be treated as “reimbursable direct costs” and not “actual direct salary.” Subcontractors shall be treated as “Services by Others.”

The direct labor rate allowable for any individual at the outset of the project for invoicing purposes will be the rate listed on a Consultant Rate Form (CRF) to be submitted by the CONSTRUCTION MANAGER at the start of the project. A revised Consultant Rate Form must be submitted when labor rates increase and when a newly hired employee is added to the TOLLWAY project.

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

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

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

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

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

the date of this proposal (see Exhibit D).

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

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

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

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

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

MAXIMUM ALLOWABLE FEE - The upper limit of compensation to the CONSTRUCTION MANAGER, for all costs, shall be \$ 7,976,334.46 (see *Exhibit B*), which limit may not be exceeded unless authorized by a Supplemental Contract and approved by the TOLLWAY's Board of Directors. This sum represents the maximum compensation limit for completion of all Construction Management services for all items of work included in the Scope of Construction Manager Services (Exhibit F). If potential additional services have been identified in the scope of work (Exhibit F), it is understood that these services may not be requested by the TOLLWAY. If these services are requested by the TOLLWAY to be performed by the CONSTRUCTION MANAGER, Exhibits A-H (Cont.) must be submitted by the CONSTRUCTION MANAGER for TOLLWAY approval prior to commencement of the work.

CONTROL OF STAFF LEVELS - The CONSTRUCTION MANAGER is required at all times to review the staffing level as it relates to the Contractor's activities and/or progress. If at any time during the execution of the work, the CONSTRUCTION MANAGER determines that a change in staff is required, a written request to modify his/her staff must immediately be submitted to the TOLLWAY's Project Manager. If the requested change in staffing levels would cause the total contract fee to be exceeded, he/she shall submit a written request for a change in the upper limit of compensation to the Chief Engineering Officer.

This request shall include the following:

- A. Total man hours expended and monies due to date.
- B. Last approved Contractor's progress schedule.
- C. A detailed comparison of items A and B above.
- D. Documentation of facts leading to or requiring the change.
- E. Construction fee impact including:
  1. Labor
  2. Direct Cost
  3. Other

The CONSTRUCTION MANAGER shall not proceed with any change until it receives written authorization from the Chief Engineering Officer or his designee.

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

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

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

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

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

The CONSTRUCTION MANAGER also agrees that it shall be required to procure and

maintain additional insurance, if any is listed below, under the same terms and conditions specified in the Contract. Specialized project specific insurance, namely Railroad Protective Liability insurance, may be considered for reimbursement as a direct cost.

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

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

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

**THIS PROPOSAL FOR CONSTRUCTION MANAGER SERVICES FOR**

**CONTRACT I-20-4717**

**SUBMITTED BY:**

**FIRM NAME:** Michael Baker International, Inc./Program Management & Control Services, LLC/  
Gulaid Consulting Engineers, P.C.

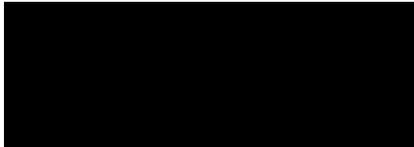
**ADDRESS:** 200 West Adams Suite 1800

**CITY, STATE &  
ZIP CODE:** Chicago IL 60606

**TELEPHONE:** 312-575-3900

**FACSIMILE:** Enter Firm's Fax Number

**SIGNED BY:**



\_\_\_\_\_

**PRINTED NAME:** Joseph Catalano

**TITLE:** Office Executive



## ILLINOIS TOLLWAY

### STANDARD BUSINESS TERMS AND CONDITIONS

**ILLINOIS TOLLWAY CONTRACT NO.:** I-20-4717 (PSB 20-1 Item 1)

**CONTRACTOR/CONSULTANT (NAME):** Michael Baker International, 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 subconsultants according to the terms of their respective contracts, and (iv) provide lien waivers to the State. 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 search the Illinios.gov site for more information. For construction contracts, all vendors will be required to enter or upload certified payrolls into the LCPTracker system on a weekly basis.
- 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 subconsultants shall maintain books and records relating to the performance of the contract or subconsultant 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 subconsultant for a period of five years from the later of final payment under the term or completion of the subconsultant. 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 subconsultants 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 subconsultants 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 subconsultant, 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 Illinois 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, subconsultants 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 subconsultants 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 subconsultants officers, employees or agents. Vendor or subconsultant shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.
14. **APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>.
15. **ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
16. **CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee, or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.
17. **NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

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

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

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

## 25. SUPPLEMENTAL PROVISIONS

### 25.1 TOLLWAY SUPPLEMENTAL PROVISIONS

#### 25.1.1 Agents and Employees:

Vendor shall be responsible for the negligent acts and omissions of its agents, employees and **subconsultants 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 Illinois 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 Illinois Tollway nor shall the Illinois 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 Illinois 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 Illinois 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 "Illinois Tollway".

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

25.1.5.3 The Illinois Tollway is not currently an appropriated agency.

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

or any certification or licensing required for this project. Additionally, Vendor agrees to report to the Illinois Tollway within the above timeframe any arrests, indictments, convictions or other matters involving the Vendor, or any of its principals, that might occur while this contract is in effect. This reporting requirement does not apply to common offenses, including but not limited to minor traffic/vehicle offenses.

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

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

### **25.3 PAYMENT DATA REPORTING REQUIREMENT**

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

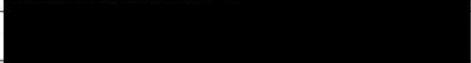
# STATE OF ILLINOIS

## SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

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

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

Michael Baker International, Inc. hereby agrees to the exceptions provided by N/A and to the Additional Terms and Conditions provided by Illinois State Toll Highway Authority

Agreed: Michael Baker International, Inc.	Agreed:
By: Joseph Catalano, PE	By:
Signed: 	Signed:
Position: Vice President & Office Executive	Position:
Date: May 15, 2020	Date:



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

Date: May 15, 2020

Project Number: I-20-4 714

Project Name: Elgin O'Hare Western Access, I-294 to I-90 - Devon Avenue to Pratt Boulevard,
Construction Management Services

Sub-Contractor/Consultant Disclosure

Will you be using any sub-consultants/contractors? [X] 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...

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...

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...

Contractor/Consultant: Michael Baker International, Inc. [Redacted]

Federal Employment Identification Number (FEIN): [Redacted]

E-Mail: joseph.catalano@mbakerintl.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 subconsultants 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.

Table with 5 columns: Sub-Contractor(s)/Consultant(s), Sub-Contractor/Consultant FEIN, Address, General Type of Work, Anticipated Amount of Contract to be Paid (to extent known) Sub-Contractor (dollar value) or Sub-Consultant (percentage). Row 1: Please see attached table.

Signature: [Redacted]

Date: May 15, 2020

Printed Name: Joseph Catalano, PE

Sub-Contractor(s)/ Consultant(s)	Sub-Contractor/ Consultant FEIN	Address	General Type of Work	Anticipated Amount of Contract to be Paid (to extent known) Sub-Contractor (dollar value) or Sub-Consultant (percentage)
Program Management & Control Services, LLC	██████████	46 S. Waiola Avenue, La Grange, IL 60525	Construction Inspection, Doc Tech, Scheduling	15%
Gulaid Consulting Engineers, P.C.	██████████	3662 Open Parkway, Elgin, Illinois 60124	Construction Inspection	10%
APS Consulting, Inc.	██████████	5519 N Cumberland Avenue, Chicago, IL 60656	Construction Inspection	7%
GSG Consultants, Inc.	██████████	623 Cooper Court, Schaumburg, IL 60173	Material Coordinator, Construction Inspection	7%
Material Solutions Laboratory Corp.	██████████	1040 Bonaventure Drive, Elk Grove Village, IL 60007	Materials QA	4%
Orion Engineers, LLC	██████████	328 South Jefferson Street, Suite 950 Chicago, IL 60661	Construction Inspection	4%
Atlas Engineering Group, LTD	██████████	3100 Dundee Road, Suite 502, Northbrook, IL 60062	Construction Inspection, Survey Support	5%
OSEH Inc.	██████████	1631 S. Michigan Ave., Suite 208, Chicago, IL 60616	Construction Inspection	5%

# Certificate of Registration

**STATE BOARD OF ELECTIONS**

Registration No. 16774

## **Michael Baker International, Inc.**

200 West Adams Street  
Suite 1800  
Chicago IL 60606

Information for this business last updated on:  
Wednesday, November 27, 2019

Certificate produced on Tuesday, May 12, 2020 at 12:34 PM



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

BidBuy Reference #: B-14575

Procurement/Contract #: I-20-4717

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: 20063932

IPG Expiration Date: 9/5/2020

**2. Certification Timely to this Solicitation or Contract**

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

Yes  No

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

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

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

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

Name	Address	Relationship to Disclosing Entity
N/A	N/A	N/A

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

**4. Disclosure of Current and Pending Contracts**

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

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

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

Agency	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Illinois Tollway	EOWA, CM	Active	4,874,417	PSB 13-1, Item 5
Illinois Department of Natural Resources	Dam Removal Services	Active	601,955	PTB 168-031
Illinois Dept. of Transportation	Cedar Street Extension, Phase 1 & 2	Active	1,479,741	PTB 176-015
Illinois Dept. of Transportation	Various Phase 1 Services	Active	1,999,967	PTB 160-004
Illinois Dept. of Transportation	McCluggage Bridge CM	Active	13,277,064	PTB 190-029
Illinois Dept. of Transportation	Harlem Avenue from 63rd to 65th Street – Phase 1 and 2	Active	4,502,991	PTB 173-015
Illinois Dept. of Transportation	Various Phase I/II Engineering Services for Structure Projects Statewide	Active	1,146,328	PTB 183-017
Illinois Tollway	Tri State Tollway, Roadway	Active	419,451	PSB 17-3, Item 4

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

	Reconstruction, EW Connector (M.P. 29.1)			
Illinois Tollway	Intelligent Transportation System (ITS) Services upon request	Active	3,495,997	PSB 18-3, Item 9

**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: Michael Baker International, Inc.

Phone: 312-575-3923

Street Address: 200 West Adams Street, Suite 1800

Email: joseph.catalano@mbakerintl.com

City, State, Zip: Chicago, Illinois 60606

Vendor Contact: Joseph Catalano

**Signature:** 

Date: August 6, 2020

Printed Name: Joseph R. Catalano

Title: Vice President

**STATE OF ILLINOIS  
TAXPAYER IDENTIFICATION NUMBER**

---

I certify that:

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

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

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

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

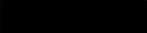
Name:

Business Name: Michael Baker International, Inc.

Taxpayer Identification Number:

Social Security Number:

or

Employer Identification Number 

Legal Status (check one):

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

**Signature of Authorized Representative:** 

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Date: August 6, 2020

## Vendor Registration: View

Help & Tools 

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

Michael Baker International, Inc

System Vendor Number: 20063932

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

Show only flagged items.

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

## Vendor Registration

TYPE	State of Illinois Vendor Registration (Renew/Update)
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	9/6/2019
STATUS	Accepted
STATE OF ILLINOIS VENDOR REGISTRATION NUMBER	IPG-0327287
REVIEWER	<a href="#">Sarah Irwin</a>
DATE REVIEWED	9/6/2019
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	9/5/2020
FLAG FORM	<a href="#">Add Flag</a>

## Settings

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

## Entity Information

BUSINESS NAME	Michael Baker International, Inc
CONTACT FOR THIS SUBMISSION	<a href="#">Katie Gittlen (change contact)</a>
PRIMARY CONTACT EMAIL	<a href="mailto:katie.gittlen@mbakerintl.com">katie.gittlen@mbakerintl.com</a>
PHONE	602-798-7505
FAX	208-535-8241
COMPANY EMAIL	katie.gittlen@mbakerintl.com
TAX ID NUMBER	<span style="background-color: black; color: black;">XXXXXXXXXX</span>
COMPANY TYPE	Corporation
ADDRESS	500 Grant Street

**Suite 5400  
Pittsburgh, PA 15219**

[\[edit address\]](#)

View Vendor Profile

## Current Vendor Certifications

No current applicable certifications.

## Forms

View	Form Name	Flagged
<a href="#">View</a>	A - B. Business Information & Additional Information	
<a href="#">View</a>	C. Small Business Set-Aside Program	
<a href="#">View</a>	D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois	 1 flag
<a href="#">View</a>	F - G. Certifications & Board of Elections	
<a href="#">View</a>	H. Iran Disclosure	
<a href="#">View</a>	I. Financial Disclosure & Conflicts of Interest	

## NIGP Codes

NIGP 90607	Architect Services, Professional, (Not Otherwise Classified), Including Consulting
NIGP 90740	Engineering Services, Non-Licensed (Not Otherwise Classified), Including Consulting
NIGP 91806	Administrative Consulting
NIGP 91809	Agricultural Consulting
NIGP 91813	Asbestos Consulting
NIGP 91816	Archeological Consulting
NIGP 91817	Aviation Consulting
NIGP 91831	Construction Consulting
NIGP 91843	Environmental Consulting
NIGP 91846	Feasibility Studies, Consulting
NIGP 92500	ENGINEERING SERVICES, PROFESSIONAL
NIGP 92503	Aeronautical and Aerospace Engineering
NIGP 92504	Agricultural Engineering
NIGP 92507	Air Conditioning ,Heating and Ventilating Engineering
NIGP 92508	Airports, Lighting, Fueling, Nav aids Engineering
NIGP 92513	Bridge Engineering
NIGP 92517	Civil Engineering
NIGP 92523	Dam Engineering
NIGP 92528	Drainage Engineering
NIGP 92529	Electric Utility Protection and Control Engineering

NIGP 92533	Engineer Services, Professional (Inactive, effective January 1, 2016)
NIGP 92535	Environmental Engineering
NIGP 92536	Engineering Services (Not Otherwise Classified)
NIGP 92537	Facilities Design Engineering
NIGP 92538	Field Engineering
NIGP 92539	Fire Protection Engineering
NIGP 92542	Foundation Engineering
NIGP 92544	General Construction: Management, Scheduling, Cost Estimation Engineering
NIGP 92545	Geological Engineering
NIGP 92546	Geotechnical Engineering
NIGP 92548	Harbors, Jetties, Piers, Docks, Marinas, Ship Terminal Facilities Engineering
NIGP 92549	Highways, Streets, Airport Pay-Parking Lots Engineering
NIGP 92551	Hazardous Waste Engineering Services, Including Remedial Investigations and Feasibility Studies for Waste Sites
NIGP 92567	Mechanical Engineering
NIGP 92570	Municipal Engineering
NIGP 92579	Railroad; Rapid Transit; Monorail Engineering
NIGP 92583	Sanitary Engineering
NIGP 92586	Surveyor Services, Land
NIGP 92587	Sewage Collection, Treatment, and Disposal Engineering
NIGP 92588	Structural Engineering
NIGP 92592	Value Engineering and Value Analysis, Professional
NIGP 92593	Traffic and Transportation Engineering
NIGP 92594	Tunnels and Subways Engineering
NIGP 92595	Utilities, Gas, Steam, Electric Engineering
NIGP 92596	Waste Water Treatment Engineering
NIGP 92597	Water Supply, Treatment, and Distribution Engineering

## Additional Information

STAFF  
ATTACHED  
FILE(S)

Attach File

Document	Status
  <a href="#">IPG Application Review Sheet Michael Baker International Inc.pdf</a> Filename: IPG_Application_Review_Sheet_Michael_Baker_International_Inc_20190906024527_8316.pdf	PDF, 4.03 MB <a href="#">Edit Info</a> <a href="#">Delete</a> Attached by Sarah Irwin on 9/6/2019
  <a href="#">Micahel Baker International Inc-8.15.19-IPG Application Review Sheet.pdf</a> Filename: Micahel_Baker_International_Inc-8.15.19-IPG_Application_Review_Sheet_20190815042902_3263.pdf	PDF, 244.93 KB <a href="#">Edit Info</a> <a href="#">Delete</a> Attached by Chris Haberman on 8/15/2019
  <a href="#">Michael Baker International Inc-9.5.19-IPG Application Review Sheet.pdf</a>	PDF, 1.86

Filename: Michael\_Baker\_International\_Inc-9.5.19-  
IPG\_Application\_Review\_Sheet\_20190905105011\_2657.pdf

MB  
[Edit Info](#)  
[Delete](#)  
Attached  
by Chris  
Haberman  
on  
9/5/2019

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

## Signature

SIGNATURE	<b>Katie Gittlen</b>
TITLE	<b>Proposal Coordinator</b>
ORGANIZATION	<b>Michael Baker International, Inc</b>
DATE	<b>9/6/2019</b>

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Michael Baker International, Inc

System Vendor Number: 20063932

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## Vendor Registration

FORM NAME	A - B. Business Information & Additional Information
DESCRIPTION	Complete section A and B, in order to submit this form.
DATE SUBMITTED	9/6/2019
STATUS	Accepted
BUSINESS NAME	Michael Baker International, Inc
POINT OF CONTACT	<a href="#">Katie Gittlen</a>
FLAG FORM	<a href="#">Add Flag</a>

## A. Business Information

1. YOUR BUSINESS IS REGISTERING AS A	Prime Contractor and Subcontractor	
2. NAME OF CEO/BUSINESS OWNER	Brian A. Lutes	
3. ANNUAL SALES/GROSS RECEIPTS	629,844,000	
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	02/15/1940	
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business statewide.	
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	Katie Gittlen	
CONTACT PERSON TITLE	Proposal Coordinator	
CONTACT PERSON PHONE	412-269-6064	
CONTACT PERSON EMAIL	katie.gittlen@mbakerintl.com	

## B. Additional Information

1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	Chief Procurement Office (CPO)	
--	--------------------------------	---

## Additional Information

STAFF ATTACHED FILE(S)

Attach File

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Vendor Registration	
FORM NAME	C. Small Business Set-Aside Program
DESCRIPTION	Complete the Small Business Set-Aside Program form
DATE SUBMITTED	9/6/2019
STATUS	Accepted
BUSINESS NAME	Michael Baker International, Inc
POINT OF CONTACT	<a href="#">Katie Gittlen</a>
FLAG FORM	<a href="#">Add Flag</a>

C. Small Business Set-Aside Program	
1. WOULD YOU LIKE TO APPLY/RE-QUALIFY FOR THE SMALL BUSINESS SET-ASIDE PROGRAM?	No <input type="checkbox"/>

Additional Information	
STAFF ATTACHED FILE(S)	<input type="button" value="Attach File"/>
<a href="#">Refresh List</a> after attaching file(s).	

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1 flag has been added to this record. See below for details.  
 Show only flagged items.  
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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	9/6/2019
STATUS	Accepted
BUSINESS NAME	Michael Baker International, Inc
POINT OF CONTACT	<a href="#">Katie Gittlen</a>
FLAG FORM	<a href="#">Add Flag</a>

D. Department of Human Rights (DHR)	
1. HIGHEST NUMBER OF EMPLOYEES (INCLUDING FULL AND PART TIME EMPLOYEES) AT ANY TIME DURING THE PAST YEAR	3000
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business had 15 or more employees at any time within the past year. 13208100 / 5/21/20

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)	<input type="button" value="Attach File"/> <a href="#">Refresh List</a> after attaching file(s).



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Michael Baker International, Inc

System Vendor Number: 20063932

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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	9/6/2019
STATUS	Accepted
BUSINESS NAME	Michael Baker International, Inc
POINT OF CONTACT	<a href="#">Katie Gittlen</a>
FLAG FORM	<a href="#">Add Flag</a>

## 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

**N/A**

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

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

**Yes**

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

**Yes**

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

**Yes**

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

**Yes**

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

**Yes**

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

**Yes**

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

**Yes**

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

**Yes**

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

**Yes**

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

**Yes**

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

**N/A**

## G. Board of Elections (BOE)

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

Yes

Yes, I certify my business is registered with BOE.

16774

## Additional Information

STAFF ATTACHED FILE(S)

Attach File

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Vendor Registration	
FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	9/6/2019
STATUS	Accepted
BUSINESS NAME	Michael Baker International, Inc
POINT OF CONTACT	<a href="#">Katie Gittlen</a>
FLAG FORM	<a href="#">Add Flag</a>

### 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

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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	9/6/2019
STATUS	Accepted
BUSINESS NAME	Michael Baker International, Inc
POINT OF CONTACT	<a href="#">Katie Gittlen</a>
FLAG FORM	<a href="#">Add Flag</a>

### I. Financial Disclosures & Conflicts of Interest

A. IDENTIFY THE APPLICABLE ENTITY TYPE.

**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

Document	Status
<b>Parent Form</b>	<b>Attached by Katie Gittlen on 8/28/2019</b>
<a href="#">Illinois Procurement Gateway FDCI Form Holdco.pdf</a> (PDF, 2.35 MB)	
<a href="#">Illinois Procurement Gateway FDCI Form Holdings.pdf</a> (PDF, 2.25 MB)	
<a href="#">Illinois Procurement Gateway FDCI Form International LLC.pdf</a> (PDF, 2.35 MB)	

C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST

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

Document	Status
<b>List of individuals or entities meeting one or more of the listed thresholds.</b>	<b>Attached by Katie Gittlen on</b>



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

**Yes**

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

**Yes**

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

**Not applicable - For-Profit Entity**

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

**Not applicable - No individuals disclosed in question 1**

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

**Not applicable - No individuals disclosed in question 1**

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

**Not applicable - No individuals disclosed in question 1**

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

**Not applicable - No individuals disclosed in question 1**

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

**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)?

**Not applicable - I answered No in Questions 5-8**

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

**Not applicable - No individuals disclosed in question 1**

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

**Not applicable - No individuals disclosed in question 1**

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

**Not applicable - No individuals disclosed in question 1**

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

**Not applicable - No individuals disclosed in question 1**

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

**Not applicable - No individuals disclosed in question 1**

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

**Not applicable - No individuals disclosed in question 1**

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

**Not applicable - No individuals disclosed in question 1**

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

**Not applicable - No individuals disclosed in question 1**

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

**Not applicable - No individuals disclosed in question 1**

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

**Not applicable - No individuals disclosed in question 1**

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

**No**

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

**No**

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

**No**

24. HAVE THERE BEEN ANY ADVERSE CIVIL JUDGMENTS AND/OR ADMINISTRATIVE FINDINGS WITHIN THE PREVIOUS TEN YEARS?

THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

**No**

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

**No**

## Additional Information

STAFF ATTACHED FILE(S)

Attach File

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

[Customer Support](#)

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

---

Vendor Name: Michael Baker International, Inc.

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

**INSTRUCTIONS:**

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

Name	Address	% of Ownership	\$ Value of Ownership	% of Distributive Income	\$ Value of Distributive Income
Michael Baker International Holdco Corporation	500 Grant Street, Suite 5400 Pittsburgh, PA 15219	100%	N/A	100%	N/A
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>

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

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

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

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

Vendor Name	Michael Baker International, Inc.
Doing Business As (DBA)	N/A
Disclosing Entity	Michael Baker International Holdco Corporation
Disclosing Entity's Parent Entity	Michael Baker International, LLC
Instrument of Ownership or Beneficial Interest	Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation) <input type="checkbox"/> If you selected Other, please describe: <a href="#">Click here to enter text.</a>

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

**STEP 1  
SUPPORTING DOCUMENTATION SUBMITTAL**

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

Option 1 – Publicly Traded Entities

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

OR

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

Option 2 – Privately Held Entities with more than 200 Shareholders

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

OR

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

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

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

Option 4 – Foreign Entities

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

OR

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

Option 5 – Not-for-Profit Entities

- Complete Step 2, Option B.

Option 6 – Sole Proprietorships

- Skip to Step 3.

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

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

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

**OPTION A – Ownership Share and Distributive Income**

**Ownership Share** – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

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

<b>TABLE – X</b>			
<b>Name</b>	<b>Address</b>	<b>Percentage of Ownership</b>	<b>\$ Value of Ownership</b>
Michael Baker International, LLC	100 Airside Drive Moon Township, PA 15108	100 %	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>

**Distributive Income** – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor’s total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

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

<b>TABLE – Y</b>			
<b>Name</b>	<b>Address</b>	<b>% of Distributive Income</b>	<b>\$ Value of Distributive Income</b>
Michael Baker International, LLC	100 Airside Drive Moon Township, PA 15108	100 %	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>

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

Please certify that the following statements are true.

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

Yes  No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

Yes  No

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

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

<b>TABLE – Z</b>	
Name	Address
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

**STEP 3  
PROHIBITED CONFLICTS OF INTEREST**

Step 3 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly?  Yes  No
  
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor?  Yes  No
  
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority?  Yes  No

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

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

**STEP 4**

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

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

Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

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

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

8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist?  Yes  No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?  Yes  No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?  Yes  No

**STEP 5  
EXPLANATION OF AFFIRMATIVE RESPONSES**

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

[Click here to enter text.](#)

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

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

Please provide the name of the person or entity for which responses are provided: Michael Baker International Holdco Corporation

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

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

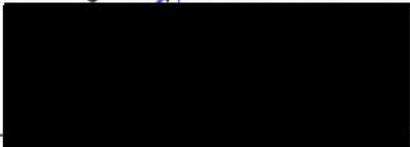
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings?  Yes  No
5. Within the previous ten years, have you had any criminal felony convictions?  Yes  No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. [Click here to enter text.](#)

**STEP 7  
SIGN THE DISCLOSURE**

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

Name of Disclosing Entity: Michael Baker International Holdco Corporation

Signature:  \_\_\_\_\_

Date: August 27, 2019

Printed Name: John Tedder

Title: Vice President & Associate General Counsel

Phone Number: 412-918-4061

Email Address: John.Tedder@mbakerintl.com

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

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

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

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

Vendor Name	Michael Baker International, Inc.
Doing Business As (DBA)	N/A
Disclosing Entity	Michael Baker International, LLC
Disclosing Entity's Parent Entity	Michael Baker Holdings, LLC
Instrument of Ownership or Beneficial Interest	Limited Liability Company Membership Agreement (Series LLC, Low-Profit Limited Liability Company) <input type="checkbox"/> If you selected Other, please describe: <a href="#">Click here to enter text.</a>

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

**STEP 1  
SUPPORTING DOCUMENTATION SUBMITTAL**

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

Option 1 – Publicly Traded Entities

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

OR

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

Option 2 – Privately Held Entities with more than 200 Shareholders

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

OR

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

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

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

Option 4 – Foreign Entities

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

OR

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

Option 5 – Not-for-Profit Entities

Complete Step 2, Option B.

Option 6 – Sole Proprietorships

Skip to Step 3.

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

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

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

**OPTION A – Ownership Share and Distributive Income**

**Ownership Share** – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

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

<b>TABLE – X</b>			
<b>Name</b>	<b>Address</b>	<b>Percentage of Ownership</b>	<b>\$ Value of Ownership</b>
Michael Baker Holdings, LLC	100 Airside Drive, Moon Township, PA 15108	100 %	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>

**Distributive Income** – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor’s total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

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

<b>TABLE – Y</b>			
<b>Name</b>	<b>Address</b>	<b>% of Distributive Income</b>	<b>\$ Value of Distributive Income</b>
Michael Baker Holdings, LLC	100 Airside Drive, Moon Township, PA 15108	100 %	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>

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

Please certify that the following statements are true.

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

Yes  No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

Yes  No

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

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

TABLE – Z	
Name	Address
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>

**STEP 3  
PROHIBITED CONFLICTS OF INTEREST**

Step 3 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly?  Yes  No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor?  Yes  No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority?  Yes  No

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

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

**STEP 4**

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

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

Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

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

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

8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist?  Yes  No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?  Yes  No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?  Yes  No

**STEP 5  
EXPLANATION OF AFFIRMATIVE RESPONSES**

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

[Click here to enter text.](#)

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

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

Please provide the name of the person or entity for which responses are provided: Michael Baker International, LLC

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

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

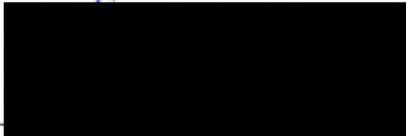
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings?  Yes  No
5. Within the previous ten years, have you had any criminal felony convictions?  Yes  No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. [Click here to enter text.](#)

**STEP 7  
SIGN THE DISCLOSURE**

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

Name of Disclosing Entity: Michael Baker International, LLC

Signature: 

Date: August 27, 2019

Printed Name: John Tedder

Title: Vice President & Associate General Counsel

Phone Number: 412-918-4061

Email Address: John.Tedder@mbakerintl.com

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

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

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

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

Vendor Name	Michael Baker International, Inc.
Doing Business As (DBA)	N/A
Disclosing Entity	Michael Baker Holdings, LLC
Disclosing Entity's Parent Entity	DC Capital Global, LLC
Instrument of Ownership or Beneficial Interest	Limited Liability Company Membership Agreement (Series LLC, Low-Profit Limited Liability Company) <input type="checkbox"/> If you selected Other, please describe: <a href="#">Click here to enter text.</a>

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

**STEP 1  
SUPPORTING DOCUMENTATION SUBMITTAL**

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

Option 1 – Publicly Traded Entities

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

OR

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

Option 2 – Privately Held Entities with more than 200 Shareholders

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

OR

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

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

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

Option 4 – Foreign Entities

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

OR

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

Option 5 – Not-for-Profit Entities

Complete Step 2, Option B.

Option 6 – Sole Proprietorships

Skip to Step 3.

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

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

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

**OPTION A – Ownership Share and Distributive Income**

**Ownership Share** – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

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

<b>TABLE – X</b>			
<b>Name</b>	<b>Address</b>	<b>Percentage of Ownership</b>	<b>\$ Value of Ownership</b>
DC Capital Global, LLC	99 Canal Center Plaza, Suite 400, Alexandria, VA 22314	96.615 %	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>

**Distributive Income** – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor’s total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

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

<b>TABLE – Y</b>			
<b>Name</b>	<b>Address</b>	<b>% of Distributive Income</b>	<b>\$ Value of Distributive Income</b>
DC Capital Global, LLC	99 Canal Center Plaza, Suite 400, Alexandria, VA 22314	96.615 %	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>

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

Please certify that the following statements are true.

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

Yes  No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

Yes  No

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

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

TABLE – Z	
Name	Address
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>

**STEP 3  
PROHIBITED CONFLICTS OF INTEREST**

Step 3 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly?  Yes  No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor?  Yes  No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority?  Yes  No

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

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

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

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

Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

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

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

8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist?  Yes  No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?  Yes  No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?  Yes  No

**STEP 5  
EXPLANATION OF AFFIRMATIVE RESPONSES**

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

[Click here to enter text.](#)

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

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

Please provide the name of the person or entity for which responses are provided: Michael Baker Holdings, LLC

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

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

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

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. [Click here to enter text.](#)

**STEP 7  
SIGN THE DISCLOSURE**

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

Name of Disclosing Entity: Michael Baker Holdings, LLC

Signature

Date: August 27, 2019

Printed Name: Brian A. Lutes

Title: Chief Executive Officer

Phone Number: 412-269-6453

Email Address: Brian.Lutes@mbakerintl.com



**ILLINOIS TOLLWAY**  
**STANDARD BUSINESS TERMS AND CONDITIONS**

**ILLINOIS TOLLWAY CONTRACT NO.:** I-20-4717

**CONTRACTOR/CONSULTANT (NAME):** Program Management & Control Services, LLC (PMCS)

**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 subconsultants according to the terms of their respective contracts, and (iv) provide lien waivers to the State. 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 search the Illinios.gov site for more information. For construction contracts, all vendors will be required to enter or upload certified payrolls into the LCPTTracker system on a weekly basis.
- 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 subconsultants shall maintain books and records relating to the performance of the contract or subconsultant 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 subconsultant for a period of five years from the later of final payment under the term or completion of the subconsultant. 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 subconsultants 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 subconsultants 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 subconsultant, 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 Illinois 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, subconsultants 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 subconsultants 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 subconsultants officers, employees or agents. Vendor or subconsultant shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.
14. **APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>.
15. **ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
16. **CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee, or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.
17. **NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

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

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

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

## 25. SUPPLEMENTAL PROVISIONS

### 25.1 TOLLWAY SUPPLEMENTAL PROVISIONS

#### 25.1.1 Agents and Employees:

Vendor shall be responsible for the negligent acts and omissions of its agents, employees and **subconsultants 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 Illinois 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 Illinois Tollway nor shall the Illinois 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 Illinois 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 Illinois 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 "Illinois Tollway".

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

25.1.5.3 The Illinois Tollway is not currently an appropriated agency.

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

or any certification or licensing required for this project. Additionally, Vendor agrees to report to the Illinois Tollway within the above timeframe any arrests, indictments, convictions or other matters involving the Vendor, or any of its principals, that might occur while this contract is in effect. This reporting requirement does not apply to common offenses, including but not limited to minor traffic/vehicle offenses.

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

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

### **25.3 PAYMENT DATA REPORTING REQUIREMENT**

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

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

	Excluding certifications required by statute to be made by the Vendor, both Parties agree that all of the duties and obligations that the Vendor owes to the Agency/University for the work performed shall be pursuant to the solicitation and resulting contract, and Vendor's exceptions accepted by the State thereto as set forth below.
	<b>STANDARD TERMS AND CONDITIONS</b>
<b>Section/ Subsection #</b>	State the exception such as "add," "replace," and/or "delete."
	No exceptions taken
	<b>ADDITIONAL TERMS AND CONDITIONS</b>
<b>New Provision(s), # et. seq.</b>	<b>Section/Subsection New Number, Title of New Subsection:</b> State the new additional term or condition.
	No additions included

Program Management & Control Services, LLC hereby agrees to the exceptions provided by N/A and to the Additional Terms and Conditions provided by Illinois State Toll Highway Authority

Agreed:	Agreed:
By: Kerry B. Nutter	By:
Signed: 	Signed:
Position: Owner	Position:
Date: 05/11/2020	Date:



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

Date: 05/11/2020

Project Number: I-20-4717

Project Name: Elgin O'Hare Western Access I-294 to I-90 Devon Avenue to Pratt Boulevard

DELINQUENT DEBT REVIEW

CONTRACTOR/CONSULTANT

Sub-Contractor/Consultant Disclosure.

Will you be using any sub-consultants/contractors? [ ] Yes [X] 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...

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...

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...

Contractor/Consultant: Program Management & Control Services, LLC (PMCS)

Federal Employment Identification Number (FEIN): [REDACTED]

E-Mail: Kerry@pmcsconsulting.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 subconsultants 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.

Table with 5 columns: Sub-Contractor(s)/Consultant(s), Sub-Contractor/Consultant FEIN, Address, General Type of Work, Anticipated Amount of Contract to be Paid (to extent known) Sub-Contractor (dollar value) or Sub-Consultant (percentage). The first row contains the word 'none'.

Signature:

[REDACTED Signature]

Date: 05/11/2020

Printed Name: Kerry B. Nutter

# Certificate of Registration

**STATE BOARD OF ELECTIONS**

Registration No. 19515

## **Program Management & Control Services**

46 S. Waiola Avenue

LaGrange IL 60525

Information for this business last updated on:

Thursday, April 29, 2010

Certificate produced on Thursday, May 14, 2020 at 11:05 AM



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

BidBuy Reference #: B-14575

Procurement/Contract #: I-20-4717

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: 03779460

IPG Expiration Date: 04/24/2021

**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

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

**4. Disclosure of Current and Pending Contracts**

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

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

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

Agency	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Illinois Tollway	Central Tri-State DCM	Subcontract	\$3,904,300	PSB 16-3
Illinois Tollway	GEC	Subcontract	\$2,349,312	PSB 17-1
Illinois Tollway	PMO	Subcontract	\$2,304,000	PSB 17-4
Illinois Tollway	Central Tri-State CCM/OR	Subcontract	\$785,000	PSB 17-4
Illinois Tollway	I-88/IL-47 Interchange CM	Subcontract	\$23,705	PSB 18-2
Illinois Tollway	CUR	Subcontract	\$50,000	PSB 18-3
Illinois Tollway	Elgin-O’Hare CCM/OR	Subcontract	\$1,780,000	PSB 18-4
Illinois Tollway	Mile Long Bridge	Subcontract	\$962,800	PSB 18-3
Illinois Tollway	Elgin-O’Hare CM	Subcontract	\$239,938.40	PSB 19-3
Illinois IDOT	Chicago – Quad Cities PMO	Subcontract	\$72,835	PTB 181
Illinois IDOT	Passenger Rail PMO	Pending subcontract	\$317,998	PTB 193

**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.

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

This disclosure information is submitted on behalf of:

Vendor Name: Program Management & Control Services, LLC    Phone: 773-495-8262  
Street Address: 46 South Waiola Avenue    Email: kerry@pmcsconsulting.com  
City, State, Zip: LaGrange, Illinois 60525    Vendor Contact: Kerry Nutter

Signature:  \_\_\_\_\_

Date: 07/28/2020

Printed Name: Kerry B. Nutter

Title: Owner

**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.

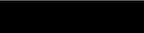
Name: Kerry B. Nutter

Business Name: Program Management & Control Services, LLC

Taxpayer Identification Number:

Social Security Number:

or

Employer Identification Number: 

Legal Status (check one):

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

Signature of Authorized Representative: 

Date: July 28, 2020

Kerry B. Nutter

## Vendor Registration: View

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

Program Management &amp; Control Services, LLC

System Vendor Number: 20061276

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

Show only flagged items.

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

## Vendor Registration

TYPE	State of Illinois Vendor Registration (Renew/Update)
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	4/20/2020
STATUS	Accepted
STATE OF ILLINOIS VENDOR REGISTRATION NUMBER	IPG-0377946
REVIEWER	<a href="#">Maribeth Christmon</a>
DATE REVIEWED	4/24/2020
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	4/24/2021
FLAG FORM	<a href="#">Add Flag</a>

## Settings

SMALL BUSINESS SET-ASIDE PROGRAM (SBSP) REGISTERED **Yes**

REGISTERING AS A **Prime & Subcontractor**

## Entity Information

BUSINESS NAME **Program Management & Control Services, LLC**

CONTACT FOR THIS SUBMISSION [Sally Orozco \(change contact\)](#)

PRIMARY CONTACT EMAIL [sally@pmcsconsulting.com](mailto:sally@pmcsconsulting.com)

PHONE **773-495-8262**

FAX **708-482-9702**

COMPANY EMAIL [kerry@pmcsconsulting.com](mailto:kerry@pmcsconsulting.com)

TAX ID NUMBER **[REDACTED]**

COMPANY TYPE **LLC**

ADDRESS **46 South Waiola Avenue  
La Grange, IL 60525**  
[\[edit address\]](#)

[View Vendor Profile](#)

## Current Vendor Certifications

Type	Effective	Renewal	Organization
WBE	3/19/2020	3/19/2021	State of Illinois Central Management Services

### Forms

View	Form Name	Flagged
<a href="#">View</a>	A - B. Business Information & Additional Information	
<a href="#">View</a>	C. Small Business Set-Aside Program	
<a href="#">View</a>	D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois	1 flag
<a href="#">View</a>	F - G. Certifications & Board of Elections	
<a href="#">View</a>	H. Iran Disclosure	
<a href="#">View</a>	I. Financial Disclosure & Conflicts of Interest	

### NIGP Codes

NIGP 20868	Project Management Software, Microcomputer
NIGP 20969	Project Management Software, Mainframes and Servers
NIGP 91800	CONSULTING SERVICES
NIGP 92544	General Construction: Management, Scheduling, Cost Estimation Engineering
NIGP 95826	Construction Management Services
NIGP 95877	Project Management Services

### Additional Information

STAFF ATTACHED FILE(S)

[Attach File](#)

Document	Status
<a href="#">IPG Application Review Sheet - Program Management and Control Services LLC.pdf</a> Filename: IPG_Application_Review_Sheet_-_Program_Management_and_Control_Services_LLC_20200420151153_6174.pdf	PDF, 3.32 MB <a href="#">Edit Info</a> <a href="#">Delete</a> Attached by Keely Burton on 4/20/2020
<a href="#">Program Management and Control Services LLC04.24.2020 IPG Application Review Sheet.pdf</a> Filename: Program_Management_and_Control_Services_LLC04.24.2020_IPG_Application_Review_Sheet_20200424104114_9387.pdf	PDF, 0.92 MB <a href="#">Edit Info</a> <a href="#">Delete</a> Attached by Maribeth Christmon on 4/24/2020

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

### Signature

SIGNATURE



NAME	<b>Sally Orozco</b>
TITLE	<b>Office Manager</b>
ORGANIZATION	<b>Program Management &amp; Control Services, LLC (PMCS)</b>
DATE	<b>4/20/2020</b>
IP NUMBER	<b>73.50.33.242</b>
TOKEN	<b>3A8C970A1402D91CDD10017D8B9DC2F024AD9627BCF77561A4...</b>

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Program Management &amp; Control Services, LLC

System Vendor Number: 20061276

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## Vendor Registration

FORM NAME	A - B. Business Information & Additional Information
DESCRIPTION	Complete section A and B, in order to submit this form.
DATE SUBMITTED	4/20/2020
STATUS	Accepted
BUSINESS NAME	Program Management & Control Services, LLC
POINT OF CONTACT	<a href="#">Sally Orozco</a>
FLAG FORM	<a href="#">Add Flag</a>

## A. Business Information

1. YOUR BUSINESS IS REGISTERING AS A	Prime & Subcontractor	
2. NAME OF CEO/BUSINESS OWNER	Kerry B. Nutter	
3. ANNUAL SALES/GROSS RECEIPTS	2,509460	
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	01/03/2005	
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business in <u>one or more</u> counties. Cook, DuPage	
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	Sally Orozco	
CONTACT PERSON TITLE	Office Manager	
CONTACT PERSON PHONE	708-207-6346	
CONTACT PERSON EMAIL	sally@pmcsconsulting.com	

## B. Additional Information

1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	Business Enterprise Program (BEP) / Veterans Business Program (VBP) Chief Procurement Office (CPO) Small Business Administration (SBA)	
--	--	---

**Small Business Set-Aside Program (SBSP)**

**Additional Information**

STAFF ATTACHED FILE(S)

Attach File

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Program Management & Control Services, LLC System Vendor Number: 20061276

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Vendor Registration	
FORM NAME	C. Small Business Set-Aside Program
DESCRIPTION	Complete the Small Business Set-Aside Program form
DATE SUBMITTED	4/20/2020
STATUS	Accepted
BUSINESS NAME	Program Management & Control Services, LLC
POINT OF CONTACT	<a href="#">Sally Orozco</a>
FLAG FORM	<a href="#">Add Flag</a>

C. Small Business Set-Aside Program													
1. WOULD YOU LIKE TO APPLY/RE-QUALIFY FOR THE SMALL BUSINESS SET-ASIDE PROGRAM?	Yes <span style="float: right;"></span>												
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #f2f2f2;"> <th style="width: 70%;">Document</th> <th style="width: 30%;">Status</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">                             SBSP Re-Qualification Statement    <a href="#">Small Business Set-Aside Re-Qualification Statement</a> (PDF)                         </td> <td style="padding: 5px; vertical-align: top;">                             Attached by Sally Orozco on 3/26/2020                         </td> </tr> <tr> <td style="padding: 5px;">   <a href="#">SBSP Re-Qualification.Statement.2017.Signed</a> (PDF)                         </td> <td></td> </tr> <tr> <td style="padding: 5px;">   <a href="#">2018 SBSP requalification Statement</a> (PDF)                         </td> <td></td> </tr> <tr> <td style="padding: 5px;">   <a href="#">Small Business Set-Aside Program Re-Qualification Statment</a> (PDF)                         </td> <td></td> </tr> <tr> <td style="padding: 5px;">   <a href="#">2020 sbsp re-qualification statement.Signed.pdf</a> (PDF, 331.79 KB)                         </td> <td></td> </tr> </tbody> </table>	Document	Status	SBSP Re-Qualification Statement   <a href="#">Small Business Set-Aside Re-Qualification Statement</a> (PDF)	Attached by Sally Orozco on 3/26/2020	  <a href="#">SBSP Re-Qualification.Statement.2017.Signed</a> (PDF)		  <a href="#">2018 SBSP requalification Statement</a> (PDF)		  <a href="#">Small Business Set-Aside Program Re-Qualification Statment</a> (PDF)		  <a href="#">2020 sbsp re-qualification statement.Signed.pdf</a> (PDF, 331.79 KB)	
Document	Status												
SBSP Re-Qualification Statement   <a href="#">Small Business Set-Aside Re-Qualification Statement</a> (PDF)	Attached by Sally Orozco on 3/26/2020												
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  <a href="#">Small Business Set-Aside Program Re-Qualification Statment</a> (PDF)													
  <a href="#">2020 sbsp re-qualification statement.Signed.pdf</a> (PDF, 331.79 KB)													

Additional Information	
STAFF ATTACHED FILE(S)	<div style="text-align: center;"> <input type="button" value="Attach File"/> </div> <p style="text-align: center;"><a href="#">Refresh List</a> after attaching file(s).</p>



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- Site Visits
- Registrations
- Reports

Program Management & Control Services, LLC

System Vendor Number: 20061276

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

Show only flagged items.

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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	4/20/2020
STATUS	Accepted
BUSINESS NAME	Program Management & Control Services, LLC
POINT OF CONTACT	<a href="#">Sally Orozco</a>
FLAG FORM	<a href="#">Add Flag</a>

**D. Department of Human Rights (DHR)**

1. HIGHEST NUMBER OF EMPLOYEES (INCLUDING FULL AND PART TIME EMPLOYEES) AT ANY TIME DURING THE PAST YEAR	17	
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business had 15 or more employees at any time within the past year. 141104-00	1

**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)

[Attach File](#)

Document	Status
Program Mgmt and Control Services LLC IDHR Eligibility confirmation letter.msg Filename: Program_Mgmt_and_Control_Services_LLC_IDHR_Eligibility_confirmation_letter_20200420163557_8838.msg	MSG, 121.50 KB <a href="#">Edit Info</a> <a href="#">Delete</a> Attached by Yarvo

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## Vendor Registration: View Form

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General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Certifications	Site Visits	Registrations	Reports
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Program Management &amp; Control Services, LLC

System Vendor Number: 20061276

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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	4/20/2020
STATUS	Accepted
BUSINESS NAME	Program Management & Control Services, LLC
POINT OF CONTACT	<a href="#">Sally Orozco</a>
FLAG FORM	<a href="#">Add Flag</a>

## 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 

Yes

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

**Yes**

## G. Board of Elections (BOE)

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

Yes

**Yes, I certify my business is registered with BOE.**

19515

## Additional Information

STAFF ATTACHED FILE(S)

Attach File

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[Customer Support](#)

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**Program Management & Control Services, LLC** System Vendor Number: **20061276**

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Vendor Registration	
FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	4/20/2020
STATUS	Accepted
BUSINESS NAME	Program Management & Control Services, LLC
POINT OF CONTACT	<a href="#">Sally Orozco</a>
FLAG FORM	<a href="#">Add Flag</a>

### 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) [Attach File](#)

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Vendor Registration: View Form



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Program Management & Control Services, LLC System Vendor Number: 20061276

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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	4/20/2020
STATUS	Accepted
BUSINESS NAME	Program Management & Control Services, LLC
POINT OF CONTACT	<a href="#">Sally Orozco</a>
FLAG FORM	<a href="#">Add Flag</a>

### I. Financial Disclosures & Conflicts of Interest

A. IDENTIFY THE APPLICABLE ENTITY TYPE. 7/10

**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? 7/10

No

C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST 7/10

**Limited Liability Company Membership Agreement (Series LLC, Low-Profit Limited Liability Partnership)**

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? 7/10

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. <ul style="list-style-type: none"> <li> <a href="#">IPG Percentage of Ownership and Distributive Income Form-3.docx</a> (DOCX)</li> <li> <a href="#">IPG Percentage of Ownership.9.15.15</a> (DOCX)</li> <li> <a href="#">Percentage of Ownership.Distributive income</a> (DOCX)</li> <li> <a href="#">2018 IPG Percentage of ownership and Distributive Income Form</a> (PDF)</li> <li> <a href="#">IPG.Percentage of Ownership</a> (PDF)</li> <li> </li> </ul>	Attached by Sally Orozco on 3/26/2020

[2019 IPG Percentage of Ownership and Distributive Income Form \(DOCX\)](#)

  [2019 IPG Percentage of Ownership and Distributive Income Form \(DOCX\)](#)

  [2020 ipg.percentage of ownership and distributive income form.4.13.20.docx \(DOCX, 147.22 KB\)](#)

  [PercentageofOwnership.DistributiveIncom \(PDF\)](#)

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)?

**Not applicable - I answered No in Questions 5-8**

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

**Not applicable - I answered No in Questions 5-8**

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

**No**

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

**No**

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

**No**

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

**No**

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

**No**

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

**No**

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

**No**

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

**No**

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

**No**

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

**No**

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

**No**

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

**No**

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

**No**

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

**No**

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

**No**

## Additional Information

STAFF ATTACHED FILE(S)

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

---

Vendor Name: Program Management & Control Services, LLC

DBA: PMCS

**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
Kerry B. Nutter	[REDACTED]	100%	\$464,000	100%	



## ILLINOIS TOLLWAY

### STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: I-20-4717

CONTRACTOR/CONSULTANT (NAME): Gulaid Consulting Engineers, P.C.

#### 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 subconsultants according to the terms of their respective contracts, and (iv) provide lien waivers to the State. 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 search the Illinios.gov site for more information. For construction contracts, all vendors will be required to enter or upload certified payrolls into the LCPTracker system on a weekly basis.
- 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 subconsultants shall maintain books and records relating to the performance of the contract or subconsultant 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 subconsultant for a period of five years from the later of final payment under the term or completion of the subconsultant. 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 subconsultants 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 subconsultants 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 subconsultant, 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 Illinois 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, subconsultants 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 subconsultants 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 subconsultants officers, employees or agents. Vendor or subconsultant shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.
14. **APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>.
15. **ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
16. **CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee, or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.
17. **NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

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

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

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

## 25. SUPPLEMENTAL PROVISIONS

### 25.1 TOLLWAY SUPPLEMENTAL PROVISIONS

#### 25.1.1 Agents and Employees:

Vendor shall be responsible for the negligent acts and omissions of its agents, employees and **subconsultants 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 Illinois 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 Illinois Tollway nor shall the Illinois 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 Illinois 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 Illinois 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 "Illinois Tollway".

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

25.1.5.3 The Illinois Tollway is not currently an appropriated agency.

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

or any certification or licensing required for this project. Additionally, Vendor agrees to report to the Illinois Tollway within the above timeframe any arrests, indictments, convictions or other matters involving the Vendor, or any of its principals, that might occur while this contract is in effect. This reporting requirement does not apply to common offenses, including but not limited to minor traffic/vehicle offenses.

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

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

### **25.3 PAYMENT DATA REPORTING REQUIREMENT**

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

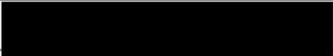
# STATE OF ILLINOIS

## SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

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

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

Gulaid Consulting Engineers, P.C. hereby agrees to the exceptions provided by N/A and to the Additional Terms and Conditions provided by Illinois State Toll Highway Authority

Agreed:	Agreed:
By: Rashed Gulaid, PE	By:
Signed: 	Signed:
Position: President	Position:
Date: 5/14/2020	Date:



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

**Date:** 5/13/2020 **Project Number:** I-20-4717

**Project Name:** Elgin O'Hare Western Access, I-294 to I-90 - Devon Avenue to Pratt Boulevard, Construction Management Service

**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 subconsultant certifications as shown on the Standard Subconsultant 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:** Gulaid Consulting Engineers, P.C.

**Federal Employment Identification Number (FEIN):** XXXXXXXXXX

**E-Mail:** rashed@gulaidce.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 subconsultants 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>

**Signature:** XXXXXXXXXX

**Date:** 5/13/2020

**Printed Name:** Rashed Gulaid

# Certificate of Registration

**STATE BOARD OF ELECTIONS**

Registration No. 35413

## **Gulaid Consulting Engineers, P.C**

3662 Open Parkway

Elgin IL 60124

Information for this business last updated on:

Thursday, January 24, 2019

Certificate produced on Thursday, December 12, 2019 at 10:17 AM



# STATE OF ILLINOIS

## FORMS B CERTIFICATIONS AND DISCLOSURES

BidBuy Reference #: B-14575 Procurement/Contract #: I-20-4717

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: IPG-20430932 IPG Expiration Date: 01/02/2021

**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.

Name	Address	Relationship to Disclosing Entity
NA	NA	NA

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

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

**4. Disclosure of Current and Pending Contracts**

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

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

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

Agency	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
ISHTA	Tri-State Tollway (I-294), Bridge Reconstruction, (BNSF) RR Bridge	Active Completion: 8/31/2020	\$318,000	I-18-4412
ISHTA	I-90 Pav. & Bridge Rehab. MP 2.6 toMP18.3	Active Completion: 9/30/2020	\$125,255	RR-18-4435
IDOT	IL 47 and Main St Intersection Recon.	Active Completion: 11/30/2020	\$153,133	C-91-309-12
IDOT	I-90/290 Interchange	Completion 10/31/2021	\$269,837	C-19-210-14/C-91-310-15
IDOT	Illinois Rte 31 over US 20	50%Complete	\$14,813	D-91-295-18
IDOT	Various-Various	Pending	Unknown	V-91-13-20

**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: Gulaid Consulting Engineers, P.C.

Phone: (847)468-4709

Street Address: 3662 Open Parkway

Email: rashed@gulaidce.com

City, State, Zip: Elgin, Illinois 60124

Vendor Contact: Rashed Gulaid

Signature: 

Date: 7/31/2020

Printed Name: Rashed Gulaid

Title: President



## Vendor Registration: View

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

Gulaid Consulting Engineers, P.C.

System Vendor Number: 20430932

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

## Vendor Registration

TYPE	State of Illinois Vendor Registration (New)
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	1/2/2020
STATUS	Accepted
STATE OF ILLINOIS VENDOR REGISTRATION NUMBER	IPG-0357162
REVIEWER	<a href="#">Chris Haberman</a>
DATE REVIEWED	1/3/2020
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	1/2/2021
FLAG FORM	<a href="#">Add Flag</a>

## Settings

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

## Entity Information

BUSINESS NAME	Gulaid Consulting Engineers, P.C.
CONTACT FOR THIS SUBMISSION	<a href="#">Rashed Gulaid (change contact)</a>
PRIMARY CONTACT EMAIL	<a href="mailto:libane@msn.com">libane@msn.com</a>
PHONE	847-468-4709
FAX	847-214-1577
COMPANY EMAIL	rashed@gulaidce.com
TAX ID NUMBER	██████████
COMPANY TYPE	Corporation
ADDRESS	3662 Open Parkway Elgin, IL 60124 <a href="#">[edit address]</a>

[View Vendor Profile](#)

### Current Vendor Certifications

No current applicable certifications.

### Forms

View	Form Name	Flagged
<a href="#">View</a>	A - B. Business Information & Additional Information	
<a href="#">View</a>	C. Small Business Set-Aside Program	
<a href="#">View</a>	D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois	
<a href="#">View</a>	F - G. Certifications & Board of Elections	
<a href="#">View</a>	H. Iran Disclosure	
<a href="#">View</a>	I. Financial Disclosure & Conflicts of Interest	

### NIGP Codes

NIGP 925                      Engineering Services, Professional

### Additional Information

STAFF  
ATTACHED  
FILE(S)

[Attach File](#)

Document	Status
  <a href="#">Gulaid Consulting Engineers PC-1.3.20-IPG Application Review Sheet.pdf</a> Filename: Gulaid_Consulting_Engineers_PC-1.3.20-IPG_Application_Review_Sheet_20200103090410_3123.pdf	PDF, 172.03 KB <a href="#">Edit Info</a> <a href="#">Delete</a> Attached by Chris Haberman on 1/3/2020
  <a href="#">Gulaid Consulting Engineers PC-12.30.19-IPG Application Review Sheet.pdf</a> Filename: Gulaid_Consulting_Engineers_PC-12.30.19-IPG_Application_Review_Sheet_20191230085530_7840.pdf	PDF, 172.69 KB <a href="#">Edit Info</a> <a href="#">Delete</a> Attached by Chris Haberman

on  
12/30/2019

 [IPG Application Review Sheet Gulaid Consulting Engineers P.C.pdf](#)

Filename:

IPG\_Application\_Review\_Sheet\_Gulaid\_Consulting\_Engineers\_P.C\_20191227100216\_9433.pdf

PDF, 5.30  
MB

[Edit Info](#)  
[Delete](#)

Attached  
by Sarah  
Irwin on  
12/27/2019

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

## Signature

SIGNATURE

**Rashed Gulaid**

TITLE

**President**

ORGANIZATION

**Gulaid Consulting Engineers, P.C.**

DATE

**1/2/2020**

[Customer Support](#)

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## Vendor Registration: View Form

Help & Tools 

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

Gulaid Consulting Engineers, P.C.

System Vendor Number: 20430932

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	1/2/2020
STATUS	Accepted
BUSINESS NAME	Gulaid Consulting Engineers, P.C.
POINT OF CONTACT	<a href="#">Rashed Gulaid</a>
FLAG FORM	<a href="#">Add Flag</a>

## A. Business Information

1. YOUR BUSINESS IS REGISTERING AS A	Prime Contractor and Subcontractor	
2. NAME OF CEO/BUSINESS OWNER	Rashed Gulaid	
3. ANNUAL SALES/GROSS RECEIPTS	-50,357	
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	12/29/2000	
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business statewide.	
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	Rashed Gulaid	
CONTACT PERSON TITLE	President	
CONTACT PERSON PHONE	847-468-4709	
CONTACT PERSON EMAIL	rashed@gulaidconsultingengineers.com	

## B. Additional Information

1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	Other Government Agency Illinois Tollway	
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## Additional Information

STAFF ATTACHED FILE(S)

Attach File

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Gulaid Consulting Engineers, P.C.

System Vendor Number: 20430932

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## Vendor Registration

FORM NAME	C. Small Business Set-Aside Program
DESCRIPTION	Complete the Small Business Set-Aside Program form
DATE SUBMITTED	1/2/2020
STATUS	Accepted
BUSINESS NAME	Gulaid Consulting Engineers, P.C.
POINT OF CONTACT	<a href="#">Rashed Gulaid</a>
FLAG FORM	<a href="#">Add Flag</a>

## C. Small Business Set-Aside Program

1. WOULD YOU LIKE TO APPLY/RE-QUALIFY FOR THE SMALL BUSINESS SET-ASIDE PROGRAM?

Yes

Engineering Services, professional

Document

Status

Required tax documents

Attached by Rashed Gulaid on 1/2/2020

  [GCE 2018 Taxes.pdf](#) (PDF, 5.59 MB)

## Additional Information

STAFF ATTACHED FILE(S)

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Gulaid Consulting Engineers, P.C.

System Vendor Number: 20430932

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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	1/2/2020
STATUS	Accepted
BUSINESS NAME	Gulaid Consulting Engineers, P.C.
POINT OF CONTACT	<a href="#">Rashed Gulaid</a>
FLAG FORM	<a href="#">Add Flag</a>

## D. Department of Human Rights (DHR)

1. HIGHEST NUMBER OF EMPLOYEES (INCLUDING FULL AND PART TIME EMPLOYEES) AT ANY TIME DURING THE PAST YEAR	6	
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business is not required to have a DHR Number because we had fewer than 15 employees at all times within the past year.	

## 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	
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## Additional Information

STAFF ATTACHED FILE(S)

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Gulaid Consulting Engineers, P.C.

System Vendor Number: 20430932

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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	1/2/2020
STATUS	Accepted
BUSINESS NAME	Gulaid Consulting Engineers, P.C.
POINT OF CONTACT	<a href="#">Rashed Gulaid</a>
FLAG FORM	<a href="#">Add Flag</a>

## 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 

Yes

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)?

Yes

**Yes, I certify my business is registered with BOE.**

35413

## Additional Information

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**Gulaid Consulting Engineers, P.C.** System Vendor Number: **20430932**

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Vendor Registration	
FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	1/2/2020
STATUS	Accepted
BUSINESS NAME	Gulaid Consulting Engineers, P.C.
POINT OF CONTACT	<a href="#">Rashed Gulaid</a>
FLAG FORM	<a href="#">Add Flag</a>

### 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

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Gulaid Consulting Engineers, P.C.

System Vendor Number: 20430932

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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	1/2/2020
STATUS	Accepted
BUSINESS NAME	Gulaid Consulting Engineers, P.C.
POINT OF CONTACT	<a href="#">Rashed Gulaid</a>
FLAG FORM	<a href="#">Add Flag</a>

## I. Financial Disclosures &amp; Conflicts of Interest

A. IDENTIFY THE APPLICABLE ENTITY TYPE. 

**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? 

No

C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST 

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

Document	Status
 <a href="#">jpg.percentage of ownership and distributive income form.pdf</a> (PDF, 109.03 KB)	<b>Attached</b> by Rashed Gulaid on 12/26/2019

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)?

**Not applicable - I answered No in Questions 5-8**

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

**Not applicable - I answered No in Questions 5-8**

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

**No**

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

**No**

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

**No**

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

PREVIOUS 2 YEARS?

**No**

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

**No**

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

**No**

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

**No**

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

**No**

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

**No**

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

**No**

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

**No**

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

**No**

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

**No**

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

**No**

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

**No**

## Additional Information

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

Vendor Name: Gulaid Consulting Engineers, P.C.

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

**INSTRUCTIONS:**

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

Name	Address	% of Ownership	\$ Value of Ownership	% of Distributive Income	\$ Value of Distributive Income
Rashed Gulaid	[REDACTED]	100	100	0	0
<a href="#">Click here to enter text.</a>					
<a href="#">Click here to enter text.</a>					
<a href="#">Click here to enter text.</a>					
<a href="#">Click here to enter text.</a>					





# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Michael Baker International, Inc	
POLICY NUMBER See Certificate Number: 570083685505			
CARRIER See Certificate Number: 570083685505	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

**ADDITIONAL POLICIES** If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
A		N/A		WC6078988694 CA	08/30/2020	08/30/2021		



## ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

### SCHEDULE

Name of Additional Insured Persons Or Organizations
<p>Any person or organization for whom or which you are required by written contract or agreement to add as an additional insured on this policy.</p>

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II – LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.



### Additional Insured - Owners, Lessees or Contractors - Completed Operations Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
<b>Name Of Additional Insured Person(s) Or Organization(s)</b>
All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status.
<b>Location And Description Of Completed Operations</b>
All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

It is understood and agreed as follows:

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

## Gomez, Graciela

---

**From:** Gomez, Graciela  
**Sent:** Thursday, October 01, 2020 9:15 AM  
**To:** Gomez, Graciela  
**Subject:** RE: I-20-4717 - Michael Baker Intl\_i\_PMCS\_Gulaid- Certificate of Insurance

---

**From:** Thomas, Mark  
**Sent:** Tuesday, September 29, 2020 1:38 PM  
**To:** Gomez, Graciela  
**Subject:** RE: I-20-4717 - Michael Baker International, Inc./Program Mgmt & Control Svcs, LLC/Gulaid Consulting Eng, P.C. (Team) - Certificate of Insurance

Grace,

The most recent insurance documentation submitted on behalf of Gulaid Consulting Engineers, P.C. for contract I-20 4717 appears to meet standard professional services agreement insurance requirements.

The documentation for Program Management & Control does not include a copy of an applicable additional insured endorsement for automobile liability. The 21-page Business Liability Coverage Form that was included does not appear to cover automobile liability.

Mark R. Thomas, ARM, CRIS  
Construction Insurance Analyst  
Illinois Tollway

(630) 241-6800 ext. 4474  
[mthomas@getipass.com](mailto:mthomas@getipass.com)  
[www.illinoistollway.com](http://www.illinoistollway.com)

---

**From:** Gomez, Graciela  
**Sent:** Tuesday, September 29, 2020 10:20 AM  
**To:** Thomas, Mark <[mthomas@getipass.com](mailto:mthomas@getipass.com)>  
**Subject:** RE: I-20-4717 - Michael Baker International, Inc./Program Mgmt & Control Svcs, LLC/Gulaid Consulting Eng, P.C. (Team) - Certificate of Insurance

Mark,

See attached revised COI for PMCS and Gulaid. Please advise if the attached COIs meets standard professional services agreement insurance requirements.

Thank you,  
Grace

---

**From:** Thomas, Mark  
**Sent:** Thursday, September 24, 2020 10:57 AM  
**To:** Gomez, Graciela <[ggomez@getipass.com](mailto:ggomez@getipass.com)>

**Subject:** RE: I-20-4717 - Michael Baker International, Inc./Program Mgmt & Control Svcs, LLC/Gulaid Consulting Eng, P.C. (Team) - Certificate of Insurance

Grace,

Following are comments on the most recent insurance documentation submitted on behalf of Michael Baker International, Inc., Gulaid Consulting Engineers, P.C., and Program Management & Control for contract I-20-4717:

**Michael Baker International, Inc. COI number 570083685505 dated 08/27/2020 and additional insured endorsements:**

- The insurance documentation submitted on behalf of Michael Baker International, Inc. for contract I-20-4717 appears to meet standard professional services agreement insurance requirements.

**Gulaid Consulting Engineers, P.C. COI number Cert ID 2550 dated 09/22/2020:**

- A copy of an applicable additional insured endorsement for automobile liability was not included with the COI.

**Program Management & Control COI number Cert ID 29678 dated 09/22/2020:**

- Copies of applicable additional insured endorsements for commercial general liability and automobile liability were not included with the COI.

Please request revised insurance documentation that addresses the above comments.

Revised insurance documentation, including any items included in previous submittals, must be submitted as a complete set. Partial submittals will not be accepted for review.

Mark R. Thomas, ARM, CRIS  
Construction Insurance Analyst  
Illinois Tollway

(630) 241-6800 ext. 4474  
[mthomas@getipass.com](mailto:mthomas@getipass.com)  
[www.illinoistollway.com](http://www.illinoistollway.com)

---

**From:** Gomez, Graciela

**Sent:** Wednesday, September 23, 2020 4:36 PM

**To:** Thomas, Mark <[mthomas@getipass.com](mailto:mthomas@getipass.com)>

**Subject:** RE: I-20-4717 - Michael Baker International, Inc./Program Mgmt & Control Svcs, LLC/Gulaid Consulting Eng, P.C. (Team) - Certificate of Insurance

Hi Mark,

Please see attached revised COI for contract 4717.

Please advise if the attached COIs meets standard professional services agreement insurance requirements.

Thank you,  
Grace

E-MAIL CONFIDENTIALITY NOTICE: This electronic mail message, including any attachments, is for the intended recipient(s) only. This e-mail and any attachments might contain information that is confidential, legally privileged or otherwise protected or exempt from disclosure under applicable law. If you are not a named recipient, or if you are named but believe that you received this e-mail in error, please notify the sender immediately by telephone or return

e-mail and promptly delete this e-mail and any attachments and copies thereof from your system. If you are not the intended recipient, please be aware that any copying, distribution, dissemination, disclosure or other use of this e-mail and any attachments is unauthorized and prohibited. Your receipt of this message is not intended to waive any applicable privilege or claim of confidentiality, and any prohibited or unauthorized disclosure is not binding on the Illinois State Toll Highway Authority. Thank you for your cooperation.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/22/2020

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

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

<b>PRODUCER</b> Inner-City Underwriting Agency, Inc 1631 South Michigan Ave Unit 102 Chicago IL 60616	<b>CONTACT NAME</b> Cashaine Williams <b>PHONE (A/C. No. Ext)</b> (312) 341-9080 <b>E-MAIL ADDRESS</b> cwilliams@communityinscenter.net	<b>FAX (A/C. No)</b> (312) 341-9084	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> (847) 468-4709 Gulaid Consulting Engineers, P.C.  3662 Open Parkway  Elgin IL 60121	<b>INSURER A</b> Hartford Underwriting Insurance		30104
	<b>INSURER B</b> Lloyds of London		1404
	<b>INSURER C</b> Technology Insurance Company		42376
	<b>INSURER D</b> Nationwide General Ins. Co.		23760
	<b>INSURER E</b>		
	<b>INSURER F</b>		

**COVERAGES**

CERTIFICATE NUMBER: Cert ID 2550

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE L MIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			83SBAAG0LJ0	05/02/2020	05/02/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
D	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ACPBA01321010512	03/11/2020	03/11/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			83SBAAG0LJ0	05/02/2020	05/02/2021	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCR PTION OF OPERATIONS below	Y/N	N/A	TARIL1032609-00	02/15/2020	02/15/2021	PER STATUTE	OTHER
							E.L. EACH ACC DENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
B	Professional Liability			19LFSPL0032	05/02/2020	05/02/2021	Per Aggregate	\$ 2,000,000
							Per Claim	\$ 2,000,000

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

I-20-4717 Elgin O'Hare Western Access, I-294 to I-90 - Devon Avenue to Pratt Boulevard. Construction Management Services. Illinois State Toll Highway Authority and Michael Baker International as Additional Insureds with regards to general liability and auto on a primary non-contributory basis as required by contract.

**CERTIFICATE HOLDER****CANCELLATION**

Illinois State Toll Highway Authority  2700 Ogden Avenue  Downers Grove IL 60515	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  A [REDACTED] ATIVE
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ACORD 25 (2016/03)

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## BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

### BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

#### A. The following is added to Section C. WHO IS AN INSURED:

##### **Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

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

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section D. **LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. **LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

#### a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or



(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Paragraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**b. Lessors Of Equipment**

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**c. Lessors Of Land Or Premises**

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers Or Surveyors**

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

(a) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

(i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

(b) This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

**e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit**

(1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or



(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

(1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations performed by you or on your behalf;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f.(2)(b)** above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

ILLINOIS STATE TOLL HIGHWAY AUTHORITY, 2700 OGDEN AVENUE, DOWNERS GROVE IL 60515

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

**All terms and conditions of this policy apply unless modified by this endorsement.**

## Gomez, Graciela

---

**From:** Gomez, Graciela  
**Sent:** Wednesday, September 30, 2020 9:26 AM  
**To:** Gomez, Graciela  
**Subject:** FW: I-20-4717 - Michael Baker Int'l\_PMCS\_Gulaid . (Team) - Certificate of Insurance

---

**From:** Thomas, Mark  
**Sent:** Wednesday, September 30, 2020 9:25 AM  
**To:** Gomez, Graciela <ggomez@getipass.com>  
**Subject:** RE: I-20-4717 - Michael Baker International, Inc./Program Mgmt & Control Svcs, LLC/Gulaid Consulting Eng, P.C. (Team) - Certificate of Insurance

The most recent insurance documentation submitted on behalf of Program Management & Control appears to meet standard professional services agreement insurance requirements.

Mark R. Thomas, ARM, CRIS  
Construction Insurance Analyst  
Illinois Tollway

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[mthomas@getipass.com](mailto:mthomas@getipass.com)  
[www.illinoistollway.com](http://www.illinoistollway.com)

---

**From:** Gomez, Graciela  
**Sent:** Wednesday, September 30, 2020 9:07 AM  
**To:** Thomas, Mark <[mthomas@getipass.com](mailto:mthomas@getipass.com)>  
**Subject:** RE: I-20-4717 - Michael Baker International, Inc./Program Mgmt & Control Svcs, LLC/Gulaid Consulting Eng, P.C. (Team) - Certificate of Insurance

Good morning Mark,

See attached revised COI for PMCS.

Please advise if the attached COIs meets standard professional services agreement insurance requirements.

Thank you,  
Grace

---

**From:** Thomas, Mark  
**Sent:** Tuesday, September 29, 2020 1:38 PM  
**To:** Gomez, Graciela <[ggomez@getipass.com](mailto:ggomez@getipass.com)>  
**Subject:** RE: I-20-4717 - Michael Baker International, Inc./Program Mgmt & Control Svcs, LLC/Gulaid Consulting Eng, P.C. (Team) - Certificate of Insurance

Grace,

The most recent insurance documentation submitted on behalf of Gulaid Consulting Engineers, P.C. for contract I-20 4717 appears to meet standard professional services agreement insurance requirements.

The documentation for Program Management & Control does not include a copy of an applicable additional insured endorsement for automobile liability. The 21-page Business Liability Coverage Form that was included does not appear to cover automobile liability.

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Thank you,  
Grace

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**From:** Thomas, Mark  
**Sent:** Thursday, September 24, 2020 10:57 AM  
**To:** Gomez, Graciela <[ggomez@getipass.com](mailto:ggomez@getipass.com)>  
**Subject:** RE: I-20-4717 - Michael Baker International, Inc./Program Mgmt & Control Svcs, LLC/Gulaid Consulting Eng, P.C. (Team) - Certificate of Insurance

Grace,

Following are comments on the most recent insurance documentation submitted on behalf of Michael Baker International, Inc., Gulaid Consulting Engineers, P.C., and Program Management & Control for contract I-20-4717:

**Michael Baker International, Inc. COI number 570083685505 dated 08/27/2020 and additional insured endorsements:**

- The insurance documentation submitted on behalf of Michael Baker International, Inc. for contract I-20-4717 appears to meet standard professional services agreement insurance requirements.

**Gulaid Consulting Engineers, P.C. COI number Cert ID 2550 dated 09/22/2020:**

- A copy of an applicable additional insured endorsement for automobile liability was not included with the COI.

**Program Management & Control COI number Cert ID 29678 dated 09/22/2020:**

- Copies of applicable additional insured endorsements for commercial general liability and automobile liability were not included with the COI.

Please request revised insurance documentation that addresses the above comments.

Revised insurance documentation, including any items included in previous submittals, must be submitted as a complete set. Partial submittals will not be accepted for review.

Mark R. Thomas, ARM, CRIS  
Construction Insurance Analyst  
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**From:** Gomez, Graciela  
**Sent:** Wednesday, September 23, 2020 4:36 PM  
**To:** Thomas, Mark <[mthomas@getipass.com](mailto:mthomas@getipass.com)>  
**Subject:** RE: I-20-4717 - Michael Baker International, Inc./Program Mgmt & Control Svcs, LLC/Gulaid Consulting Eng, P.C. (Team) - Certificate of Insurance

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Please advise if the attached COIs meets standard professional services agreement insurance requirements.

Thank you,  
Grace

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/22/2020

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

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

<b>PRODUCER</b> DSP Insurance Services 1900 E Golf Rd Ste 650  Schaumburg IL 60173	<b>CONTACT NAME</b> Stephen L Webster <b>PHONE (A/C, No, Ext)</b> (847) 934-6100 <b>E-MAIL ADDRESS</b> swebster@dspins.com	<b>FAX (A/C, No)</b> (847) 934-6186	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Program Management & Control  46 S Waiola Ave  La Grange IL 60525	(773) 495-8262		<b>INSURER A</b> Hartford Casualty Ins Co 29424
			<b>INSURER B</b> Axis Surplus Insurance Company
			<b>INSURER C</b> Property and Casualty Ins Co o 34690
			<b>INSURER D</b>
			<b>INSURER E</b>
		<b>INSURER F</b>	

**COVERAGES**

CERTIFICATE NUMBER: Cert ID 29678

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE L MIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			83SBARX7526	03/28/2020	03/28/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Empl Benefits Liab \$ 4,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			83SBARX7526	03/28/2020	03/28/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			83SBARX7526	03/28/2020	03/28/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ 10,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	83WECNF8069	03/28/2020	03/28/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACC DENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			ENN601471	07/14/2020	07/14/2021	Each Claim/Aggregate deductible per claim \$ 2,000,000 \$ 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 project: I-20-4717

Illinois Tollway and Michael Baker International Inc as additional insured with regards to general liability and auto on a primary non-contributory basis as required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

Illinois State Toll Highway Authority  2700 Ogden Ave.  Downers Grove IL 60515	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# **BUSINESS LIABILITY COVERAGE FORM**

**QUICK REFERENCE  
BUSINESS LIABILITY COVERAGE FORM  
READ YOUR POLICY CAREFULLY**

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# BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of THE HARTFORD providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C. - Who Is An Insured**.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G. - Liability And Medical Expenses Definitions**.

In consideration of the payment of the premium when due, and:

- a. In reliance upon the statements made in the Declarations; and
- b. Subject to the Limits Of Insurance, Exclusions, Definitions, Conditions and all other terms of this policy, including those modified, replaced by or added by endorsements we issue forming a part of this policy,

we agree with you as follows:

## A. COVERAGES

### 1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

#### Insuring Agreement

- a. We will pay on behalf of the insured those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **D. - Liability And Medical Expenses Limits Of Insurance**; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies to:

- (1) "Bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and

- (b) The "bodily injury" or "property damage" occurs during the policy period.

- (2) "Personal and advertising injury" caused by an offense arising out of your business, but only if the offense is committed in the "coverage territory" during the policy period.

- c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

### 2. MEDICAL EXPENSES

#### Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;

- (2) On ways next to premises you own or rent; or

- (3) Because of your operations; provided that:
  - (1) The accident takes place in the "coverage territory" and during the policy period;
  - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
  - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
  - (1) First aid administered at the time of an accident;
  - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
  - (3) Necessary ambulance, hospital, professional nursing and funeral services.

### 3. PROFESSIONAL SERVICES COVERAGES

When your operations include:

- a. Optical or hearing aid establishments, Exclusion **j. (7)** in Section **B. - EXCLUSIONS** does not apply.
- b. Retail druggist or drugstore, Exclusion **j. (10)** in Section **B. - EXCLUSIONS** does not apply.
- c. Funeral director or funeral parlors, the following professional services coverage is added:
  - (1) The Business Liability Coverage applies to damages arising out of professional services by you or your "employees" in the course of your mortician or funeral parlor business. Subject to the Limits of Insurance stated in Section **D.** of this form, we will pay on behalf of the insured those sums that the insured becomes legally obligated to pay as damages for "bodily injury" including mental anguish, and "property damage" because of any:
    - (a) Professional malpractice, error or omission in the
      - (i) Removal;
      - (ii) Handling;

- (iii) Disposition;
- (iv) Cremation;
- (v) Burial;
- (vi) Embalming; or
- (vii) Disinterment, of any "deceased human body";
- (viii) Conduct of any memorial service even though no "deceased human body" actually be present; and
- (ix) Injury to, destruction of or interference with the right of burial of a "deceased human body".

- (b) Professional service by any insured as a member of a:
  - (i) Formal accreditation board; or
  - (ii) A similar professional board or committee.

- (2) This insurance also applies to damages for "property damage" caused by an "occurrence" to:

- (a) Urns;
- (b) Caskets, linings or fittings;
- (c) Casket cases;
- (d) Crypts or mausoleums; or
- (e) Other facilities belonging to others that are in the care, custody or control of the insured and used for the purpose of burying or caring for a "deceased human body".

- (3) Only Exclusions **d.**, **e.**, **f.** and **k.** in Section **B. - EXCLUSIONS** apply to this coverage.

#### (4) Additional Definition

"Deceased human body" includes any part of a human body severed therefrom and ashes of a deceased human body after legal cremation.

### 4. INCIDENTAL MALPRACTICE COVERAGE

- a. The definition of "bodily injury" in Section **G. - LIABILITY AND MEDICAL EXPENSES DEFINITIONS** is amended to include injury arising out of the rendering or failure to render medical or paramedical services to persons by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services.

- b. Paragraph **2.a.(1)(d)** in Section **C.** - WHO IS AN INSURED does not apply to nurses, emergency medical technicians or paramedics referred to in **a.** above.
- c. Paragraph **(1)** of Exclusion **e.** in Section **B.** - EXCLUSIONS does not apply to injury to the emotions or reputation of a person arising out of such services.

This Incidental Malpractice Coverage does not apply if you are engaged in the business or occupation of providing any services referred to in **a.** above.

### **COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS**

1. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:
  - a. All expenses we incur.
  - b. Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
  - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation of the claim or defense of the "suit", including actual loss of earnings up to \$500 a day because of time off from work.
  - e. All costs taxed against the insured in the "suit".
  - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
  - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under **a.** through **g.** above will not reduce the Limits of Insurance.
2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
  - (1) Agrees in writing to:
    - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
    - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
    - (c) Notify any other insurer whose coverage is available to the indemnitee; and
    - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
  - (2) Provides us with written authorization to:
    - (a) Obtain records and other information related to the "suit"; and
    - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of paragraph **1.b.(b)** of Section **B.** – **EXCLUSIONS**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in paragraph **f.** above, are no longer met.

## **B. EXCLUSIONS**

### **1. Applicable to Business Liability Coverage**

This insurance does not apply to:

#### **a. Expected or Intended Injury**

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

#### **b. Contractual Liability**

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or
- (b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the

execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for an indemnitee are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i) Liability to such indemnitee for, or for the cost of, that indemnitee's defense has also been assumed in the same "insured contract", and
- (ii) Such attorney fees and litigation expenses are for defense of that indemnitee against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

#### **c. Liquor Liability**

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

#### **d. Workers Compensation and Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

#### **e. Employer's Liability**

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business, or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

**f. Pollution**

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or

- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

- (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or

rented or loaned to any insured. Use includes operation and loading or unloading.

This exclusion does not apply to:

(1) An aircraft that is:

(a) Hired, chartered or loaned with a paid crew; but

(b) Not owned by any insured;

(2) A watercraft while ashore on premises you own or rent; or

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

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge.

This provision (3) applies to any person who, with your expressed or implied consent either uses or is responsible for use of a watercraft.

Provisions under paragraphs (1) and (3) of this Exclusion g. do not apply if the insured has any other insurance for "bodily injury" or "property damage" liability that would also be covered under those provisions, whether the other insurance is primary, excess, contingent or on any other basis. In that case, provisions (1) and (3) above do not provide any insurance.

(4) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(5) Liability assumed under any "insured contract" for the ownership, maintenance, or use of aircraft or watercraft; or

(6) "Bodily injury" or "property damage" arising out of the operation of any of the following equipment:

(a) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(b) Air compressors, pumps and generators, including spraying, welding, building cleaning, geo-physical exploration, lighting and well servicing equipment.

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or

operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

**i. War**

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incidental to war. War includes civil war, insurrection, rebellion or revolution.

This exclusion applies only to liability assumed under a contract or agreement.

**j. Professional Services**

"Bodily injury", "property damage" or "personal and advertising injury" due to the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;
- (3) Supervisory, inspection or engineering services;
- (4) Medical, surgical, dental, x-ray or nursing services or treatment;
- (5) Any health service or treatment;
- (6) Any cosmetic or tonsorial service or treatment;
- (7) Optical or hearing aid services including prescribing, preparation, fitting, demonstration, or distribution of ophthalmic products or hearing aid devices;
- (8) Optometric services including but not limited to examination of the eyes and prescribing of ophthalmic lenses and exercises;
- (9) Ear piercing service;
- (10) Services in the practice of pharmacy.
- (11) Computer consulting design or programming services including website design.

Paragraphs (4) and (5) of this exclusion do not apply to Incidental Malpractice coverage afforded under paragraph 4. in Section A. - COVERAGE.

**k. Damage to Property**

"Property damage" to:

- (1) Property you own, rent or occupy;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractor or subcontractor working directly or indirectly on your behalf is performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D. - LIMITS OF INSURANCE.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4) and (6) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (4) of this exclusion does not apply to "property damage" to borrowed equipment while not being used to perform operations at job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**l. Damage to Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**m. Damage to Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**n. Damage to Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**o. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**p. "Personal and Advertising Injury":**

- (1) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of any insured;
- (4) Arising out of a violation of any anti-trust law;

- (5) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (6) Arising out of the fluctuation in price or value of any stocks, bonds or other securities;
- (7) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (8) Arising out of the wrong description of the price of goods, products or services;
- (9) Arising out of the infringement of trademark, trade name, service mark or other designation of origin or authenticity;
- (10) Arising out of an interactive conversation between or among persons through a computer network; including but not limited to chat rooms, bulletin boards and email services; or
- (11) Arising out of an offense committed by an insured whose business is advertising, broadcasting, publishing or telecasting. However, this exclusion does not apply to paragraphs a., b. and c. under the definition of "personal and advertising injury" in Section G. – LIABILITY AND MEDICAL EXPENSES DEFINITIONS.

Exclusions c. through i., k., l., m. and n. do not apply to damage by fire, lightning or explosion to premises rented to you. A separate Limit of Insurance applies to this coverage as described in Section D. - LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE.

**2. Applicable to Medical Expenses Coverage**

We will not pay expenses for "bodily injury":

- a. To any insured.
- b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. To a person injured on that part of premises you own or rent that the person normally occupies.
- d. To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

- e. To a person injured while taking part in athletics.
- f. Included with the "products-completed operations hazard".
- g. Excluded under Business Liability Coverage.
- h. Due to war, whether or not declared, or any act or condition incidental to war. War includes civil war, insurrection, rebellion or revolution.

**3. Applicable to both Business Liability Coverage and Medical Expenses Coverage - Nuclear Energy Liability Exclusion**

This insurance does not apply:

- a. Under Business Liability Coverage, to "bodily injury" or "property damage":
  - (1) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which:
    - (a) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
    - (b) The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- b. Under Medical Expenses Coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
- c. Under Business Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material"; if:

- (1) The "nuclear material":
  - (a) Is at any "nuclear facility" owned by, or operated by or on behalf of, an insured; or
  - (b) Has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility"; but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

As used in this exclusion:

"Byproduct material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for:
  - (i) Separating the isotopes of uranium or plutonium;
  - (ii) Processing or utilizing "spent fuel"; or
  - (iii) Handling, processing or packaging "waste";
- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear material" means "source material", "special nuclear material" or "byproduct material";

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property;

"Source material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Special nuclear material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

"Waste" means any waste material:

(a) Containing "byproduct material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content; and

(b) Resulting from the operation by any person or organization of any "nuclear facility" included under paragraphs (a) and (d) of the definition of "nuclear facility".

## C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An **individual**, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A **partnership** or **joint venture**, you are an insured. Your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.

c. A **limited liability company**, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your manager.

d. An organization other than a partnership or joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by; or

**BUSINESS LIABILITY COVERAGE FORM**

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your "employee"), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
- (1) With respect to liability arising out of the maintenance or use of that property; and
  - (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.
- e. Any "employee" of the insured while acting in the scope of his/her duties as a retail pharmacist, or optician or optometrist.

**f. Additional Insureds by Contract, Agreement or Permit**

Any person or organization with whom you agreed, because of a written contract or agreement or permit, to provide insurance such as is afforded under this Business Liability Coverage Form, but only with respect to your operations, "your work" or facilities owned or used by you.

However, coverage under this provision does not apply:

- (1) Unless the written contract or agreement has been executed or a permit has been issued prior to the "bodily injury", "property damage" or "personal and advertising injury".
- (2) To any person or organization included as an insured under provision g. (Broad Form Vendors).
- (3) To any other person or organization shown in the Declarations as an Additional Insured.

**Coverage under this provision includes the following:**

- (1) When an **engineer, architect or surveyor** becomes an insured under provision 2.f., the following additional exclusion applies:
 

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you including:

  - (a) The preparing, approving, or failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
  - (b) Supervisory, inspection or engineering services.
- (2) When a **lessor of leased equipment** becomes an insured under provision 2.f., the following additional exclusions apply:
  - (a) To any "occurrence" which takes place after the equipment lease expires; or
  - (b) To "bodily injury" or "property damage" arising out of the sole negligence of the lessor.
- (3) When **owners or other interests from whom land has been leased** become an insured under provision 2.f., the following additional exclusions apply:
  - (a) Any "occurrence" which takes place after you cease to lease that land; or
  - (b) Structural alterations, new construction or demolition operations performed by or on behalf of the owners or other interests from whom land has been leased.
- (4) When **managers or lessors of premises** become an insured under provision 2.f., the following exclusions apply:
  - (a) Any "occurrence" which takes place after you cease to be a tenant in that premises: or

- (b) Structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessors of the premises.

**g. Additional Insured - Broad Form Vendors**

Any person or organization with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- (1) The insurance afforded the vendor does not apply to:
  - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - (b) Any express warranty unauthorized by you;
  - (c) Any physical or chemical change in product made intentionally by the vendor;
  - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - (f) Demonstration, installation, servicing or repair operations except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- (3) This provision g. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Coverage Part.
- (4) This provision g. does not apply if "bodily injury" or "property damage" included within the "products-completed operation hazard" is excluded either by the provisions of the Coverage Part or by endorsement.

**h. Broad Form Named Insured**

Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- (1) Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- (2) Coverage under this provision does not apply to:
  - (a) "Bodily injury" or "property damage" that occurred; or
  - (b) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**i. Newly Formed or Acquired Organizations**

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this policy.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this policy is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

**j. Additional Insured - Volunteers**

Any person(s) who are volunteer worker(s) for you, but only while acting at the direction of, and within the scope of their duties for you.

(1) However, no volunteer worker(s) are insureds for:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of rendering or the failure to render professional services.

(b) "Bodily injury" or "personal and advertising injury":

(i) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), your other volunteer worker(s) or to your "employees" arising out of and in the course of their duties for you;

(ii) To the spouse, child, parent, brother or sister of your volunteer worker(s) or your "employees" as a consequence of paragraph (1) (a) above; or

(c) "Property damage" to property:

(i) Owned, occupied or used by,  
(ii) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your other volunteer workers, your "employees", any partner or member (if you are a partnership or joint venture) or any member (if you are a limited liability company).

(2) Exclusion **B.2.a.** Applicable to Medical Expenses Coverage is replaced by the following:

**2.a.** To any insured, except volunteer workers.

(3) When used in this provision j., volunteer worker(s) means a person who is not paid a fee, salary or other compensation.

**3. Additional Insured - Mobile Equipment**

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

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

**D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

**2. Aggregate Limits**

The most we will pay for:

a. Injury or damages under the "products-completed operations hazard" arising from all "occurrences" during the policy period is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. All other injury or damages, including medical expenses, arising from all "occurrences" during the policy period is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This aggregate limit does not apply to "property damage" to premises rented to you arising out of fire, lightning or explosion.

3. Subject to item 2. above, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Subject to item 2. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. The most we will pay under Business Liability Coverage for damages because of "property damage" to premises rented to you, or in the case of fire, while rented to you or temporarily occupied by you with permission of the owner, is the Damage To Premises Rented To You Limit shown in the Declarations.

The Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in paragraph 3. above.

The limits of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will

be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

## **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**

### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under the policy.

### **2. Duties in The Event of Occurrence, Claim or Suit**

a. You must see to it that we are notified promptly of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place; and
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) A manager if you are a limited liability company;
- (4) An "executive officer" or insurance manager, if you are a corporation; or
- (5) Any elected or appointed official, if you are a political subdivision or public entity.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

But this condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) A manager if you are a limited liability company;
- (4) An "executive officer" or insurance manager, if you are a corporation; or

- c. You and any other involved insured must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

**3. Financial Responsibility Laws**

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

**4. Legal Action Against Us**

No person or organization has a right under this coverage form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this coverage form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

**5. Separation of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

**6. Unintentional Failure to Disclose Hazards**

It is agreed that based on our reliance on your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we shall not deny any coverage under this Coverage Form because of such failure.

**7. Other Insurance - Primary Additional Insured**

If the written contract or agreement or permit requires this insurance to be primary for any person or organization with whom you agree to include in WHO IS AN INSURED, this Other Insurance Provision is applicable.

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

**a. Primary Insurance**

This insurance is primary. We will not seek contributions from other insurance available to the person or organization with whom you agree to include in WHO IS AN INSURED, except when b. applies.

**b. Excess Insurance**

This insurance is excess over:

- (1) Any 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 you or temporarily occupied by you with permission of the owner;
  - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you 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 A. – Coverages.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

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

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

We will share the remaining loss, if any, with any other insurance that is not described in this excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method of Sharing**

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

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

This provision provides such insurance as is afforded under this policy, but only with respect to your operations, "your work" or facilities owned or used by you.

**F. OPTIONAL COVERAGES**

If listed or shown as applicable in the Declarations, one or more of the following Optional Coverages also apply. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

**1. Additional Insured - Designated Person or Organization**

WHO IS AN INSURED under Section C. is amended to include as an insured the person or organization shown in the Declarations, but only with respect to liability arising out of your operations or premises owned by or rented to you.

**2. Additional Insured - Managers or Lessors of Premises**

a. WHO IS AN INSURED under Section C. is amended to include as an insured the person(s) or organization(s) shown in the Declarations; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations and subject to the following additional exclusions:

**b. Additional Exclusions**

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or for that person or organization.

**3. Additional Insured - Grantor of Franchise**

WHO IS AN INSURED under Section C. is amended to include as an insured the person(s) or organization(s) shown in the Declarations, but only with respect to their liability as grantor of franchise to you.

**4. Additional Insured - Lessor of Leased Equipment**

a. WHO IS AN INSURED under Section C. is amended to include as an insured the person(s) or organization(s) shown in the Declarations, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s).

**b. Additional Exclusions:**

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury" or "property damage" arising out of the sole negligence of the lessor.

**5. Additional Insured - Owners or Other Interests From Whom Land Has Been Leased**

WHO IS AN INSURED under Section C. is amended to include as an insured the person or organization shown in the Declarations, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations and subject to the following additional exclusion:

This insurance does not apply to:

- a. Any "occurrence" that takes place after you cease to lease that land; or
- b. Structural alterations, new construction or demolition operations performed by or for the person or organization shown in the Declarations.

**6. Additional Insured - State or Political Subdivision - Permits**

a. WHO IS AN INSURED under Section C. is amended to include as an insured the state or political subdivision shown in the Declarations, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

b. Additional Exclusions

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or political subdivision; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

**7. Additional Insured - Vendors**

a. WHO IS AN INSURED under Section C. is amended to include as an insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

b. Additional Exclusions

- (1) The insurance afforded the vendor does not apply to:
  - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

- (b) Any express warranty unauthorized by you;
  - (c) Any physical or chemical change in the product made intentionally by the vendor;
  - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
  - (3) This Provision 7. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Coverage Form.
  - (4) This Provision 7. does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of this Coverage Form or by endorsement.

## 8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section C. is amended to include as an insured the person(s) or organization(s) shown in the Declarations but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

## 9. Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization.

WHO IS AN INSURED under Section C. is amended to include as insured the person or organization shown in the Declarations, but only with respect to liability arising out of your ongoing operations performed for that insured.

## 10. Additional Insured – Co-Owner of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an insured the person(s) or Organization(s) shown in the Declarations, but only with respect to their liability as co-owner of the premises shown in the Declarations.

## G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means a dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or

b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include the design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products.

2. "Advertising idea" means any idea for an "advertisement".

3. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

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

5. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or

c. All parts of the world if:

(1) The injury or damage arises out of:

(a) Goods or products made or sold by you in the territory described in a. above; or

(b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and

(2) The insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in a. above or in a settlement to which we agree.

6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

7. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

8. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

9. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement:

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

**10. "Insured contract" means:**

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of municipality in connection with work performed for a municipality) under which you assume the liability of another party to pay for "bodily injury" or "property damage" to a third person or organization.

Paragraph f. does not include that part of any contract or agreement

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection or engineering activities.

**11. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".**

**12. "Loading or unloading" means the handling of property:**

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

**13. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:**

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, on which are permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;

Paragraphs (a), (b) and (c) above do not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
14. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
15. "Personal and advertising Injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. Wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral or written publication of material that violates a person's rights of privacy; or
  - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
  - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
  - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person but only if such discrimination or humiliation is:
    - (1) Not done intentionally by or at the direction of:
      - (a) The insured; or
      - (b) Any executive officer, director, stockholder, partner or member of the insured; and

- (2) Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.

This paragraph h. does not apply in the States of Nebraska and Kansas.

16. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

17. "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" arising out of "your product" or "your work" except:
    - (1) Products that are still in your physical possession; or
    - (2) Work that has not yet been completed or abandoned.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

- b. "Your work" will be deemed completed at the earliest of the following times:
  - (1) When all of the work called for in your contract has been completed.
  - (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
  - (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or sub-contractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- c. This hazard does not include "bodily injury" or "property damage" arising out of:
  - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the "loading or unloading" of it; or

- (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

**18. "Property damage" means:**

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

**19. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:**

- a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

**20. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.**

**21. "Your product" means:**

- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (1) You;
- (2) Others trading under your name; or
- (3) A person or organization whose business or assets you have acquired; and
- b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**"Your product" includes:**

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- b. The providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

**22. "Your work" means:**

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

**"Your work" includes:**

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- b. The providing of or failure to provide warnings or instructions.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

States it follows  
Liability

## HIRED AUTO AND NON-OWNED AUTO

This endorsement modifies insurance provided under the following:

### BUSINESS LIABILITY COVERAGE FORM

This coverage is subject to all provisions in the **BUSINESS LIABILITY COVERAGE FORM** not expressly modified herein:

#### A. Amended Coverage:

Coverage is extended to "bodily injury" and "property damage" arising out of the use of a "hired auto" and "non-owned auto".

#### B. Paragraph B. EXCLUSIONS is amended as follows:

1. Exclusion **g. Aircraft, Auto or Watercraft** does not apply to a "hired auto" or a "non-owned auto".
2. Exclusion **e. Employers Liability** does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract".
3. Exclusion **f. Pollution** is replaced by the following:

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
  - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
  - (3) Being stored, disposed of, treated or processed in or upon the covered "auto".
- b. Before the "pollutants" or any property in which the "pollutants" are contained are

moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive, or dispose of such "pollutants"; and
- (2) The "bodily injury" and "property damage" does not arise out of the operation of any equipment listed in paragraphs **15.b.** and **15.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage as a result of the maintenance or use of a covered "auto".

4. With respect to this coverage, the following additional exclusions apply:

**a. Fellow employee**

Coverage does not apply to "bodily injury" to any fellow "employee" of the "insured" arising out of the operation of an "auto" owned by the "insured" in the course of the fellow "employee's" employment.

**b. Care, custody or control**

Coverage does not apply to "property damage" involving property owned or transported by the "insured" or in the "insured's" care, custody or control.

C. With respect to "hired auto" and "non-owned auto" coverage, Paragraph C. **WHO IS AN INSURED** is deleted and replaced by the following:

The following are "insureds":

a. You.

b. Your "employee" while using with your permission:

- (1) An "auto" you hire or borrow; or
- (2) An "auto" you don't own, hire or borrow in your business or personal affairs; or
- (3) An "auto" hired or rented by your "employee" on your behalf and at your direction.

c. Anyone else while using a "hired auto" or "non-owned auto" with your permission except:

- (1) The owner or anyone else from whom you hire or borrow an "auto".
- (2) Someone using an auto while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (3) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from an "auto".
- (4) A partner (if you are a partnership), or a member (if you are a limited liability

company) for an "auto" owned by him or her or a member of his or her household.

d. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

D. With respect to the operation of a "hired auto" and "non-owned auto", the following additional conditions apply:

**1. OTHER INSURANCE**

a. Except for any liability assumed under an "insured contract" the insurance provided by this Coverage Form is excess over any other collectible insurance.

However, if your business is the selling, servicing, repairing, parking or storage of "autos", the insurance provided by this endorsement is primary when covered "bodily injury" or "property damage" arises out of the operation of a customer's "auto" by you or your "employee".

b. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

**2. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US**

If the Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

E. The following definitions are added:

**G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS:**

1. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your "employees", your partners (if you are a partnership), members (if you are a limited liability company),

or your "executive officers" or members of their households.

This does not include a long-term leased "auto" that you insure as an owned "auto" under any other auto liability insurance policy or a temporary substitute for an "auto" you own that is out of service because of its breakdown, repair, servicing or destruction.

2. "Non-owned auto " means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes:
  - a. "Autos" owned by your "employees" your partners (if you are a partnership), members (if you are a limited liability company), or your "executive officers", or members of their households, but only while used in your business or your personal affairs.
  - b. Customer's "auto" that is in your care, custody or control for service.

# Contract Information Sheet

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

Joint Venture / Team: Michael Baker Inc./PMCS LLC/ Gulaid Consulting Engineers PC

Lead Partner: Michael Baker International Inc.

2nd Partner: Program Management & Control Services, LLC

3rd Partner: Gulaid Consulting Engineers, PC

Contract Number: I-20-4717

Proposal Date: 7/29/2020

**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 Number: I-20-4717

Michael Baker Inc./PMCS LLC/ Gulaid Consulting Engineers  
 Joint Venture / Team: PC

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2020												Grand Total Exhibit A Hours	TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Project Management/Administration										14	8	8		30
Construction Management										10	16	16		42
Design Support														
Materials Coordination														
Documentation														
Scheduling														
<b>TOTALS</b>										24	24	24		72

Contract Number: I-20-4717

Michael Baker Inc./PMCS LLC/ Gulaid Consulting Engineers  
 Joint Venture / Team: PC

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2021												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Management/Administration	4	24	4	4	4	4	4	4	4	8	4	8	76
Construction Management	8	44	48	8	8	80	40	8	4	16	16	8	288
Design Support	8	8	8	8	8	8	8	8		8		8	80
Materials Coordination													
Documentation													
Scheduling													
<b>TOTALS</b>	20	76	60	20	20	92	52	20	8	32	20	24	444

Contract Number: I-20-4717

Michael Baker Inc./PMCS LLC/ Gulaid Consulting Engineers  
 Joint Venture / Team: PC

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2022												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Management/Administration	10	10	10	12	12	12	12	12	12	12	12	12	138
Construction Management	160	320	320	760	680	820	980	820	980	820	740	420	7820
Design Support	4	4	4	4	4	4	8	4	8	4	4	4	56
Materials Coordination		30	120	200	160	160	200	160	200	160	160	100	1650
Documentation		60	160	200	160	160	200	160	200	160	160	100	1720
Scheduling	4	8	40	8	8	8	8	8	8	4	4	4	112
Administrative Assistant				20	20	20	20	20	20	20	20	21	181
<b>TOTALS</b>	178	432	654	1204	1044	1184	1428	1184	1428	1180	1100	661	11677

Contract Number: I-20-4717

Michael Baker Inc./PMCS LLC/ Gulaid Consulting Engineers  
 Joint Venture / Team: PC

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2023												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Management/Administration	4	8	12	12	12	16	12	8	16	12	12	8	132
Construction Management	360	520	800	845	820	1165	1020	1020	1200	1010	642	464	9866
Design Support	4	4	4	4	4	8	4	4	8	4	4	4	56
Materials Coordination	100	140	120	160	160	200	160	160	200	160	160	110	1830
Documentation	80	160	160	200	160	200	160	160	200	160	160	80	1880
Scheduling	4	4	4	4	4	4	4	4	4	4	4	4	48
Administrative Assistant	20	20	20	20	20	20	20	20	20	20	20	20	240
<b>TOTALS</b>	572	856	1120	1245	1180	1613	1380	1376	1648	1370	1002	690	14052

Contract Number: I-20-4717

Michael Baker Inc./PMCS LLC/ Gulaid Consulting Engineers  
 Joint Venture / Team: PC

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2024												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Management/Administration	6	4	2	2	2	2	2	2	2	2	1	1	28
Construction Management	288	480	600	480	320	80	80	100	48	36			2512
Design Support									20				20
Materials Coordination	64	160	200	160	90								674
Documentation	32	128	200	105									465
Scheduling													
<b>TOTALS</b>	390	772	1002	747	412	82	82	102	70	38	1	1	3699



Contract No.: I-20-4717

Lead Partner: Michael Baker International Inc.

**EXHIBIT B: FEE CALCULATIONS**

**A. DIRECT LABOR** (without overtime)

<u>18120.00</u> (Total Work Hours from Exhibit A)	<u>\$ 64.67</u> (Average Hourly Rate )	TOTAL DIRECT SALARY \$ <u>1,171,820.40</u>
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Multiplier to be used on this project:	<u>2.80</u>
Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)	

<b>DIRECT REGULAR SALARY TIMES MULTIPLIER</b>	\$ <u>3,281,097.12</u>
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**B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT**

(Total for Joint Venture/Team listed above.)

TOTAL DIRECT COSTS	\$ <u>133,968.57</u>
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**C. SERVICES BY OTHERS**

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) See JV Summary

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) See JV Summary

TOTAL SERVICES BY OTHERS	<u>See JV Summary</u>
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**D. ADDITIONAL SERVICES** (Prime Consultant)

See JV Summary  
(Requires prior authorization before use)

**ADDITIONAL SERVICES** (Subconsultants)

See JV Summary  
(Requires prior authorization before use)

TOTAL ADDITIONAL SERVICES	<u>See JV Summary</u>
(Requires prior authorization before use)	

**E. MAXIMUM ALLOWABLE FEE** (Upper Limit of Compensation)

<b>\$ 3,415,065.69</b>
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Contract No.: I-20-4717

2nd Partner: Program Management & Control Services, LLC

**EXHIBIT B: FEE CALCULATIONS**

**A. DIRECT LABOR** (without overtime)

<u>7053.00</u> (Total Work Hours from Exhibit A)	<u>\$ 57.75</u> (Average Hourly Rate )	TOTAL DIRECT SALARY \$	<u>407,278.44</u>
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Multiplier to be used on this project:	<u>2.80</u>
Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)	

<b>DIRECT REGULAR SALARY TIMES MULTIPLIER</b>	\$ <u>1,140,379.63</u>
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**B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT**

(Total for Joint Venture/Team listed above.)

TOTAL DIRECT COSTS \$	<u>56,520.54</u>
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**C. SERVICES BY OTHERS**

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) See JV Summary

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) See JV Summary

TOTAL SERVICES BY OTHERS	<u>See JV Summary</u>
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**D. ADDITIONAL SERVICES** (Prime Consultant)

See JV Summary  
(Requires prior authorization before use)

**ADDITIONAL SERVICES** (Subconsultants)

See JV Summary  
(Requires prior authorization before use)

TOTAL ADDITIONAL SERVICES	<u>See JV Summary</u>
(Requires prior authorization before use)	

<b>E. MAXIMUM ALLOWABLE FEE</b> (Upper Limit of Compensation)	<u>\$ 1,196,900.17</u>
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Contract No.: I-20-4717

3rd Partner: Gulaid Consulting Engineers, PC

**EXHIBIT B: FEE CALCULATIONS**

**A. DIRECT LABOR** (without overtime)

<u>4771.00</u> (Total Work Hours from Exhibit A)	<u>\$ 57.18</u> (Average Hourly Rate )	TOTAL DIRECT SALARY \$ <u>272,818.87</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)	

<b>DIRECT REGULAR SALARY TIMES MULTIPLIER</b>	\$ <u>763,892.84</u>
---	----------------------

**B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT**

(Total for Joint Venture/Team listed above.)

TOTAL DIRECT COSTS \$	<u>34,040.61</u>
-----------------------	------------------

**C. SERVICES BY OTHERS**

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) See JV Summary

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) See JV Summary

TOTAL SERVICES BY OTHERS	<u>See JV Summary</u>
--------------------------	-----------------------

**D. ADDITIONAL SERVICES** (Prime Consultant)

See JV Summary  
(Requires prior authorization before use)

**ADDITIONAL SERVICES** (Subconsultants)

See JV Summary  
(Requires prior authorization before use)

TOTAL ADDITIONAL SERVICES	<u>See JV Summary</u>
(Requires prior authorization before use)	

<b>E. MAXIMUM ALLOWABLE FEE</b> (Upper Limit of Compensation)	<u>\$ 797,933.45</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.



# 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.

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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	
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Vehicle Rental (including tolls)	Actual cost up to \$55/day
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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.



# 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.

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Parking	Actual Cost
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Aerial photography, mapping and drone usage	Actual Cost
Utility exploratory trenching	Actual Cost

## **ALLOWABLE DIRECT COSTS**

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<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.

# **EXHIBIT F**

## **Scope of Work**

Elgin O'Hare Western Access, I-294 to I-90 – Devon  
Avenue to Pratt Boulevard, Construction  
Management Services

**Contract I-20-4717**

Illinois State Toll Highway Authority

## I. PROJECT DESCRIPTION

This project is to perform Phase III engineering services for the construction inspection and supervision for the proposed mainline lanes for the Elgin O'Hare Western Access (I-490) from Devon Avenue at the south to Pratt Boulevard at the north end. The Tollway may adjust the project limits and scope to more accurately reflect field conditions. Contract I-20-4717 will be the Construction Management (CM) contract for Construction Contract I-20-4720. Contract I-20-4720 will consist of mainline pavement as well as bridges over the UPRR mainline and yard tracks, UPRR spur line and future Ramp V1.

The Consultant will perform on-site inspection, review layout of contract including design changes, prepare records, maintain documentation, and submit pay estimates and change orders and any other duties requiring the services of an engineer to complete projects on a timely basis and in accordance with Tollway specifications. The Consultant must complete and submit final measurements, calculations and final contract documents to the Illinois Tollway no later than six (6) weeks after completion of Punch List for the project. The Consultant must have MicroStation capabilities. All final documents shall be submitted in hard copy and electronic format and follow the CADD Standards Manual. All CADD file documents shall be required to contain all record drawing modifications.

A 3-Dimensional Model will be prepared by the Design Section Engineer under separate contract. In conjunction with the submittal of record drawings for Contract I-20-4720 the Consultant will be required to update and submit the 3-Dimensional model to reflect the final as-built conditions as part of the scope of work for Contract I-20-4717. The Consultant shall meet with the Tollway's General Engineering Consultant at the start of work to discuss data collection methods and deliverables.

## II. CONSTRUCTION MANAGEMENT (CM) SERVICES

### A. EXECUTION OF ENGINEERING SERVICES

The CM shall furnish services in accordance with the articles contained in the Tollway's CM Manual dated March 2020, and all applicable Tollway Criteria, Manuals, and Bulletins.

In addition to the requirements listed in the CM Manual, the CM should monitor the Contractor's adherence to the D/M/WBE and VOS/SDVOSBE plans, request any changes to either plan in writing from the Contractor, review any Contractor requested changes to either plan, provide a recommendation to the Tollway, monitor the status of D/M/WBE and VOS/SDVOSBE plan documentation and coordinate the approval of such with the Tollway.

## B. QUALITY ASSURANCE SERVICES

Construction management services are required to provide materials testing and quality assurance (QA) for the following Elgin O'Hare Western Access (EOWA) contracts: I-20-4720.

QA will be in accordance with the Tollway Construction Manager's Manual, Illinois State Toll Highway Authority (ISTHA) Supplemental Specifications, applicable contract special provisions, Illinois Department of Transportation (IDOT) Standard Specifications and all QC/QA specifications.

CM will be responsible for QA plant and jobsite testing of asphalt mixtures, concrete mixtures (except concrete mixtures at a precast facility), recycled concrete aggregates, and recycled asphalt aggregates. The CM is also responsible for off-site and job-site testing of embankment materials.

## C. OTHER CONTRACT WORK

The Construction Manager and its subconsultants are precluded from managing and directly supervising work that they are performing under other Tollway contracts. The following shall apply:

The CM and its subconsultants can perform work on other Tollway projects provided that:

The Consultant does not serve as the Tollway's project manager overseeing work done by that consultant firm on another Tollway contract – specifically if the consultant reviews progress reports and invoices of a contract that has that consultant as part of the team.

The Consultant does not review their own firm's work if that consultant firm is working on another Tollway contract.

Any other potential issue that a professional firm, professional individual or the Tollway reasonably determines is inappropriate shall not be allowed to occur.

## III. REQUIRED SUBMITTALS TO THE TOLLWAY

Submittal requirements shall be in accordance with the CM Manual.

#### IV. ITEMS TO BE FURNISHED TO THE CONSTRUCTION MANAGER

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

1. It shall be the responsibility of the CM to select the applicable reduced record drawings from the Tollway's GIS site.
2. Digital Ortho-Imagery, contours, horizontal and vertical survey control and center line of the project limits.
3. Copies of the Tollway Supplemental Specifications, Standard Drawings, and Tollway Design Criteria can be obtained from the Tollway's website.
4. Copy of contract documents for contract referenced in Section I, above.

**PROJECT SCHEDULE**

**Contract I-20-4717  
Elgin O'Hare Western Access  
I-294 to I-90 – Devon Avenue to Pratt Boulevard  
Construction Management Services**

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<b>EVENT</b>	<b>SCHEDULE</b>
1. Scoping Meeting	7/17/2020
2. Scope Submittal	7/22/2020
3. Scope Approval	TBD
4. Notice to Proceed	TBD
5. Preconstruction Meeting I-20-4720	TBD
6. Construction Start Date I-20-4720	TBD

## *Attachment A*

### **Web-based Project Management System**

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

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

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

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

- 1.0** Consultant shall utilize ISTHA web based project management system to track and manage projects. System shall be an official record of all project communication. Consultant shall post copies of all project related documents on the System.
- 2.0** Within 14 calendar days of Notice to Proceed, Consultant shall designate a website manager (coordinator) who is to be the point of contact with ISTHA website implementation and support staff.

**3.0** Consultant is required but not limited to submit the following using the System:

- 3.1 Submittal schedule, submittals shall be processed using the System to provide a record of activity.
- 3.2 Progress reports.
- 3.3 Inspection reports.
- 3.4 Requests for information, project clarifications, general communication and project related issues.
- 3.5 Meeting agendas, no later than 3 days before meeting.
- 3.6 Minutes of meetings, no later than 3 days after each progress meeting date, distribute copies of minutes via the System to each party present and to other parties who should have been present. Include a brief summary in narrative form of progress since the previous meeting and report.

**4.0** Document submission requirements. Project documents transmitted via the System must comply with the following electronic formats:

- 4.1 Documents that are marked up or unavailable in electronic format (drawings, sketches, correspondence, etc. generated by hand drafting methods) shall be scanned to PDF (.pdf) , black and white with maximum resolution of 200dpi using CCITT Group 4 (2d Fax) compression.
- 4.2 Documents that have been generated using Adobe Acrobat PDF printer drivers (not scanned) shall be submitted to the System.
- 4.3 Electronic photographs shall be submitted in JPEG (.JPG) file format, sized at a minimum resolution of 1024x768 pixels.
- 4.4 Grayscale or color photo images that are scanned shall be saved in JPEG (.JPG) file format with medium to low quality compression at a maximum resolution of 200 dpi.
- 4.5 Product data that is available for download from the Manufacturer's website that has been generated using Adobe Acrobat .PDF printer drivers (not scanned) may also be submitted via the System.

<b>System Requirements</b>	
Operating System	Windows XP
Internet Browser	Internet Explorer version 6.0 or greater
Processor Speed	2.0 GHz or greater
System Memory (RAM)	512 Megabytes or greater

Hard Drive Space	1500 Megabytes (1.5Gb)
Display Resolution	1024x768 or greater
Connection Type	Broadband Internet Connection (T1) – If a T1 is not an available option, each System participant must have a dedicated (not shared) DSL or equivalent Internet connection.
Other hardware	CD-ROM or DVD drive
<b>Recommended Professional Document Scanners<sup>6</sup></b>	
Medium Format Scanner <sup>1</sup>	Canon DR-5020 Document Scanner or equivalent
Medium Format Scanner <sup>1</sup>	Canon DR-5080C Document Scanner or equivalent
Medium Format Scanner <sup>1</sup>	Fujitsu M 4097D IPC Document Scanner or equivalent
Medium Format Scanner <sup>1</sup>	Fujitsu M 4097D VRS Document Scanner or equivalent
Medium Format Scanner <sup>1</sup>	Epson GT-30000 Document Scanner or equivalent
Large Format Scanner <sup>1</sup>	Océ TDS610 36" Monochrome Scanner or equivalent
Large Format Scanner <sup>1</sup>	Océ TDS810 36" Monochrome Scanner or equivalent
Large Format Scanner <sup>1</sup>	Vidar Select P36 Color Scanner or equivalent
Large Format Scanner <sup>1</sup>	Vidar Select MP36 MonochromeScanner or equivalent
<b>Required Additional Software</b>	
Portable Document Format(.PDF) file reader	Adobe Acrobat Reader <sup>2</sup>
Portable Document Format(.PDF) file generator	Adobe Acrobat <sup>3</sup>
ZIP File compression utility	WinZip <sup>4</sup> or equal

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

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

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

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

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

**EXHIBIT H - SERVICES BY OTHERS**

Exhibits A-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-G for second tier subconsultants.

**DBE/MBE/WBE SUBCONSULTANTS**

<p>1 <u>APS Consulting, Inc.</u></p> <p>Direct Labor <u>\$ 531,634.32</u></p> <p>Direct Costs <u>\$ 26,919.09</u></p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) <u>\$ 558,553.41</u></p>	<p>7 _____</p> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
<p>2 <u>Atlas Engineering Group, Ltd.</u></p> <p>Direct Labor <u>\$ 377,986.00</u></p> <p>Direct Costs <u>\$ 20,980.72</u></p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) <u>\$ 398,966.72</u></p>	<p>8 _____</p> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
<p>3 <u>GSG Consultants, Inc.</u></p> <p>Direct Labor <u>\$ 526,201.23</u></p> <p>Direct Costs <u>\$ 32,352.18</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ 558,553.41</u></p>	<p>9 _____</p> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
<p>4 <u>Material Solutions Laboratory Corporation</u></p> <p>Direct Labor <u>\$ 303,223.42</u></p> <p>Direct Costs <u>\$ 15,949.96</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ 319,173.38</u></p>	<p>10 _____</p> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
<p>5 <u>OSEH Inc.</u></p> <p>Direct Labor <u>\$ 381,956.40</u></p> <p>Direct Costs <u>\$ 17,010.32</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ 398,966.72</u></p>	<p>11 _____</p> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
<p>6 _____</p> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>	<p>12 _____</p> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>

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

**TOTAL DBE/MBE/WBE Subconsultants: \$ 2,234,213.64**

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

**TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 2,234,213.64**

**DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 28.01%**

**DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 28.01%**



# Contract Information Sheet

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

Consultant Name: Michael Baker International Inc.

Contract Number: *I-20-4717*

Proposal Date: 7/29/2020

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 Number: I-20-4717

Consultant: Michael Baker International Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

													Grand Total Exhibit A Hours	18120			
MONTHS of YEAR 2020													TOTAL HOURS				
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
Project Management/Administration														4	4		
Construction Management														10	16	16	42
Design Support																	
Materials Coordination																	
<b>TOTALS</b>														14	16	16	46

Contract Number: I-20-4717

Consultant: Michael Baker International Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2021												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Management/Administration													
Construction Management	8	44	48	8	8	80	40	8	4	16	16	8	288
Design Support	8	8	8	8	8	8	8	8		8		8	80
Materials Coordination													
<b>TOTALS</b>	16	52	56	16	16	88	48	16	4	24	16	16	368

Contract Number: I-20-4717

Consultant: Michael Baker International Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2022												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Management/Administration	2	2	2	2	2	2	2	2	2	2	2	2	24
Construction Management	160	320	320	600	480	480	600	480	600	480	420	260	5200
Design Support	4	4	4	4	4	4	8	4	8	4	4	4	56
Materials Coordination		30	120	200	160	160	200	160	200	160	160	100	1650
<b>TOTALS</b>	166	356	446	806	646	646	810	646	810	646	586	366	6930

Contract Number: I-20-4717

Consultant: Michael Baker International Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2023												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Management/Administration	2	2	2	2	2	2	2	2	2	2	2	2	24
Construction Management	200	300	480	485	500	625	520	520	660	510	482	356	5638
Design Support	4	4	4	4	4	8	4	4	8	4	4	4	56
Materials Coordination	100	140	120	160	160	200	160	160	200	160	160	110	1830
<b>TOTALS</b>	306	446	606	651	666	835	686	686	870	676	648	472	7548

Contract Number: I-20-4717

Consultant: Michael Baker International Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2024												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Management/Administration	2	2	2	2	2	2	2	2	2	2	1	1	22
Construction Management	288	480	600	480	320	80	80	100	48	36			2512
Design Support									20				20
Materials Coordination	64	160	200	160	90								674
<b>TOTALS</b>	354	642	802	642	412	82	82	102	70	38	1	1	3228





# 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-20-4717

Consultant: Michael Baker International Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** Joseph R. Catalano

**Project Manager:** \_\_\_\_\_

**Project Engineer:** \_\_\_\_\_

**Resident Engineer:** Kurt Horton

**Documentation Engineer:** \_\_\_\_\_

**Project Civil Engineer:** \_\_\_\_\_

**Project Structural Engineer:** Joseph Kauzlarich

**Project Drainage Engineer:** \_\_\_\_\_

**Senior Engineer:** \_\_\_\_\_

**Others:** Name: Lindsay Kaufmann, Brian Castro

Classification: Roadway Design

Name: Robert Brzezon

Classification: Roadway Design

Name: George Houston

Classification: Materials Coordinator

Name: Mitchel Cook, Parker Thomson

Classification: Structural Design

**Michael Baker**

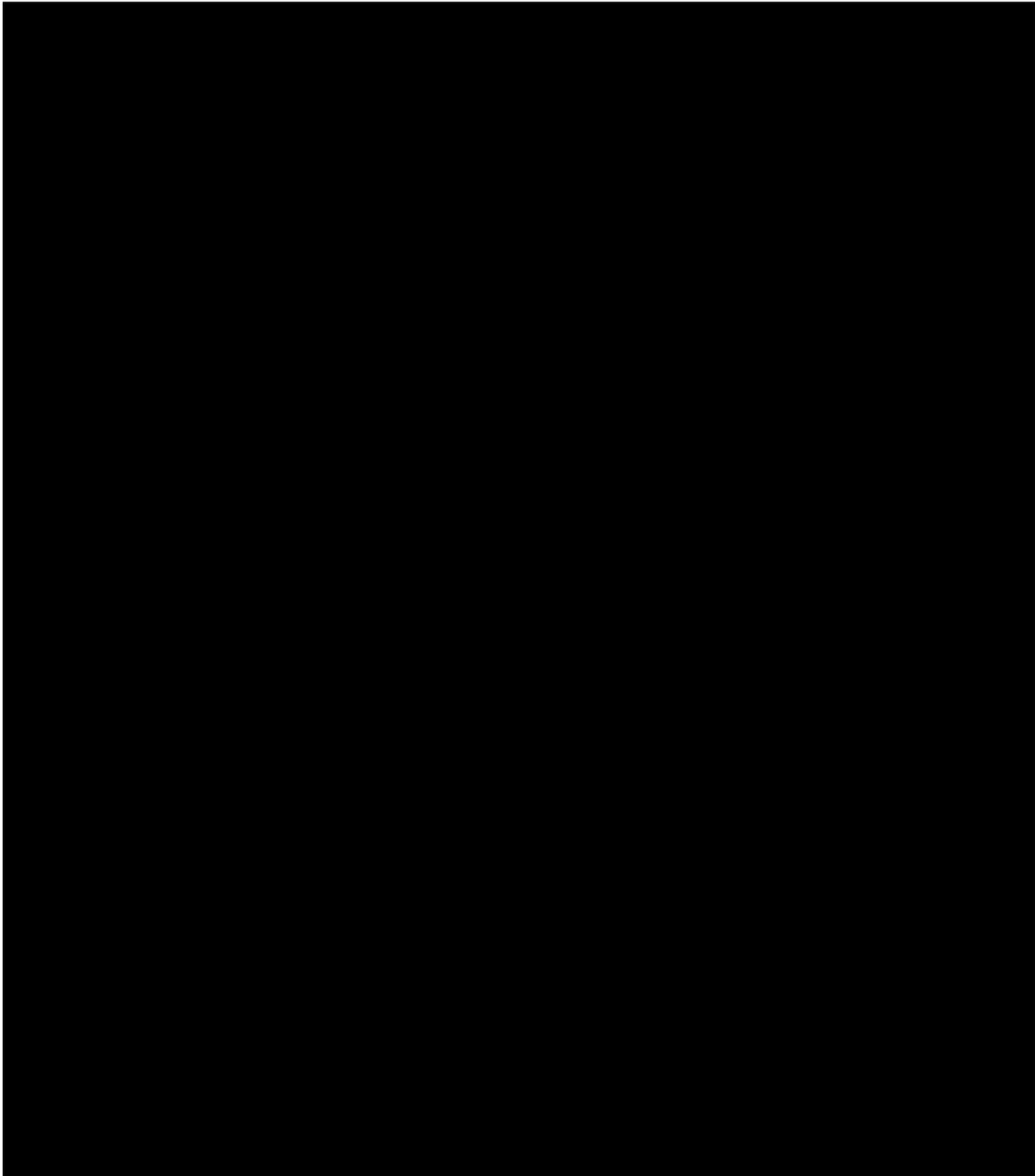
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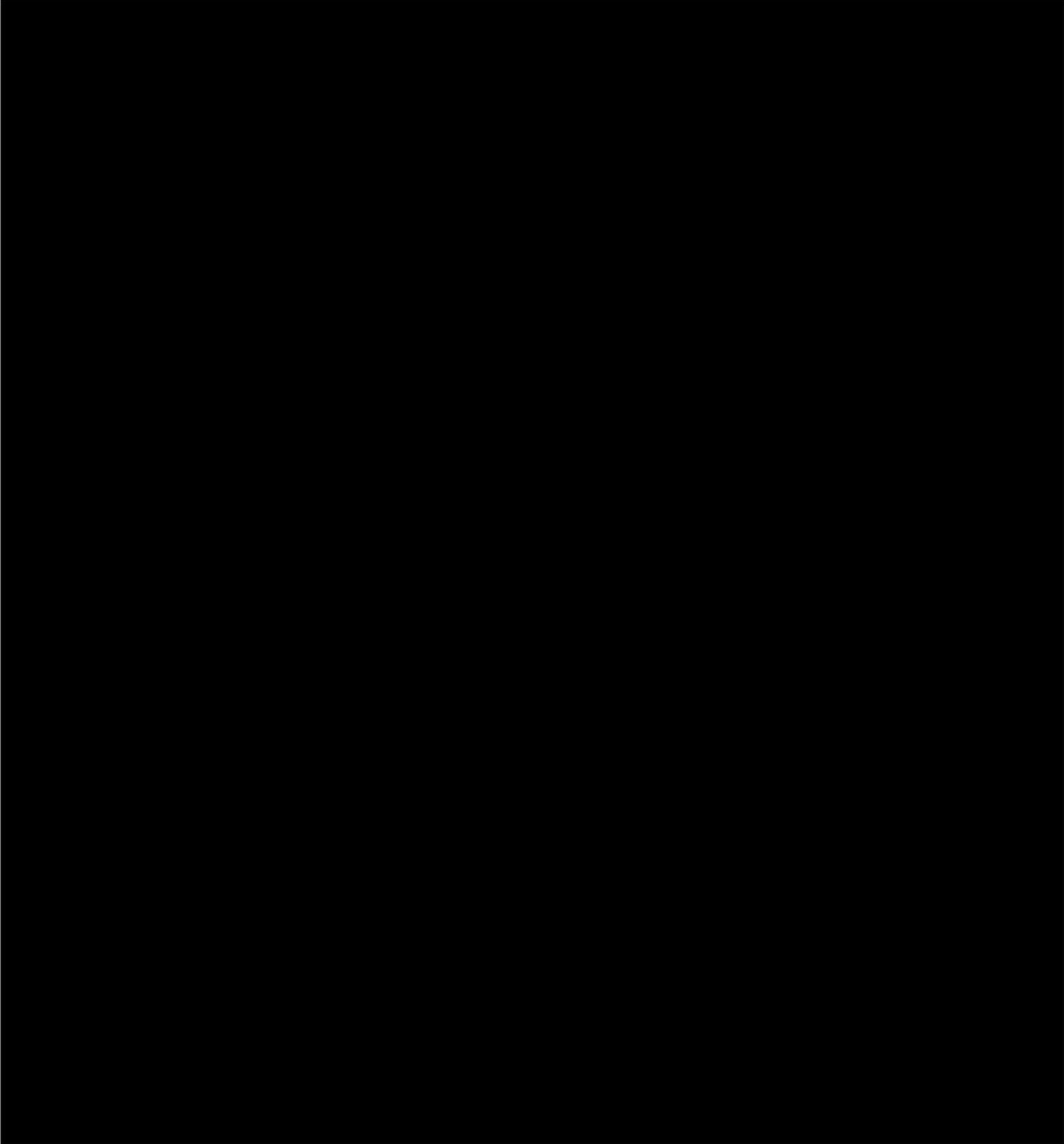
*We Make a Difference*

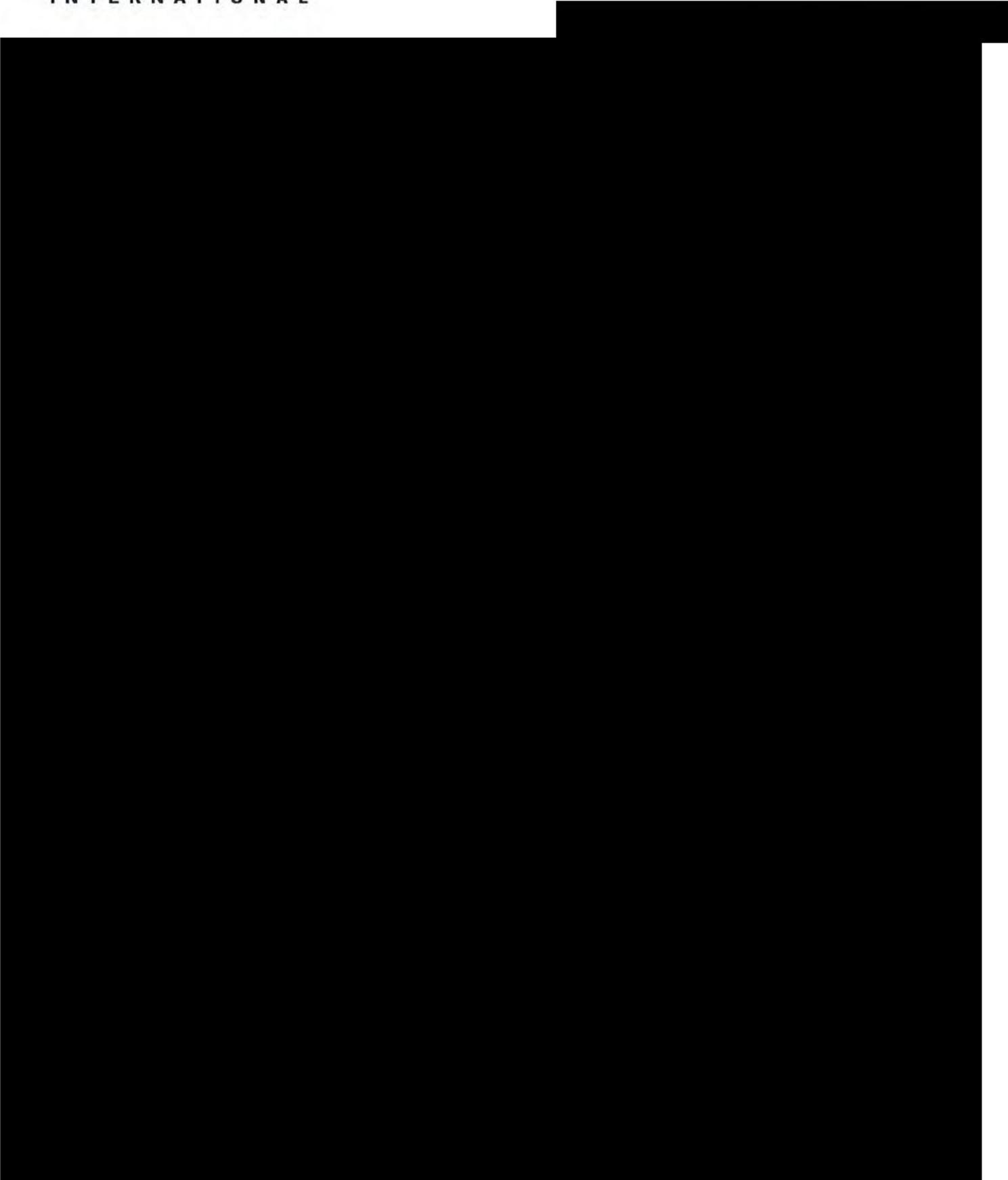
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**Joseph R. Catalano, P.E.**

*Vice President, Office Executive*



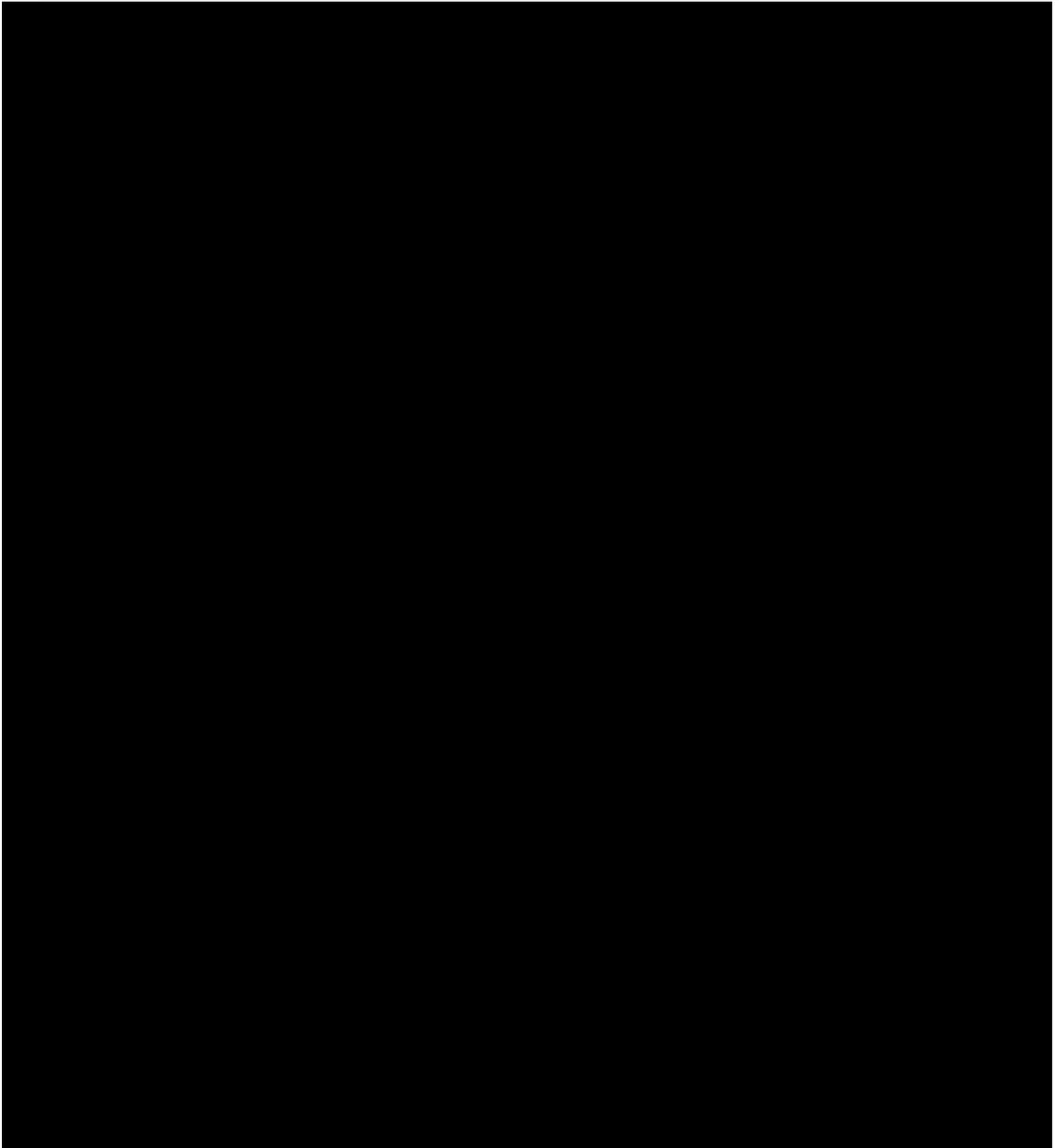


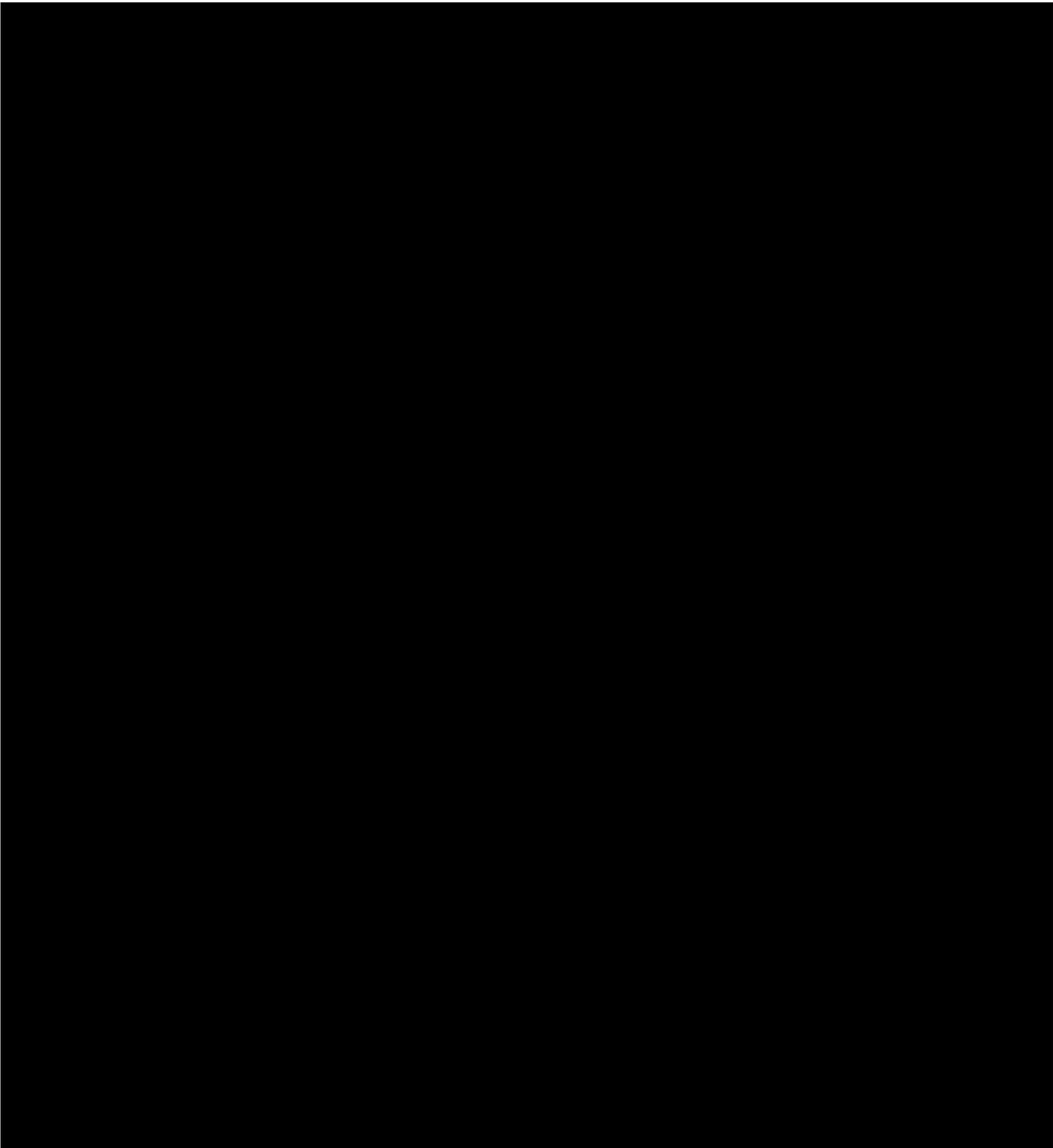


**Michael Baker**

**I N T E R N A T I O N A L**

*We Make a Difference*

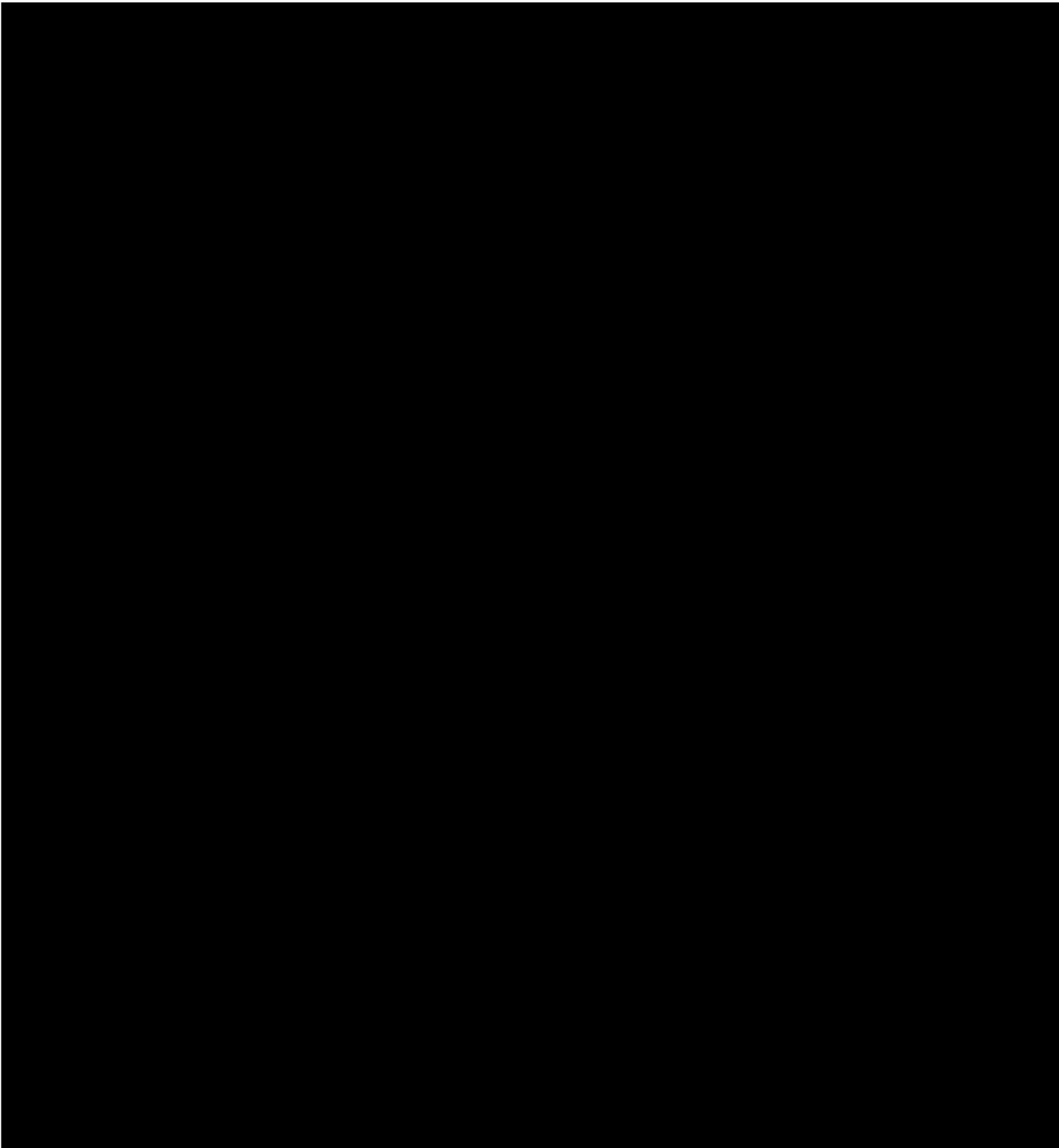




**Michael Baker**

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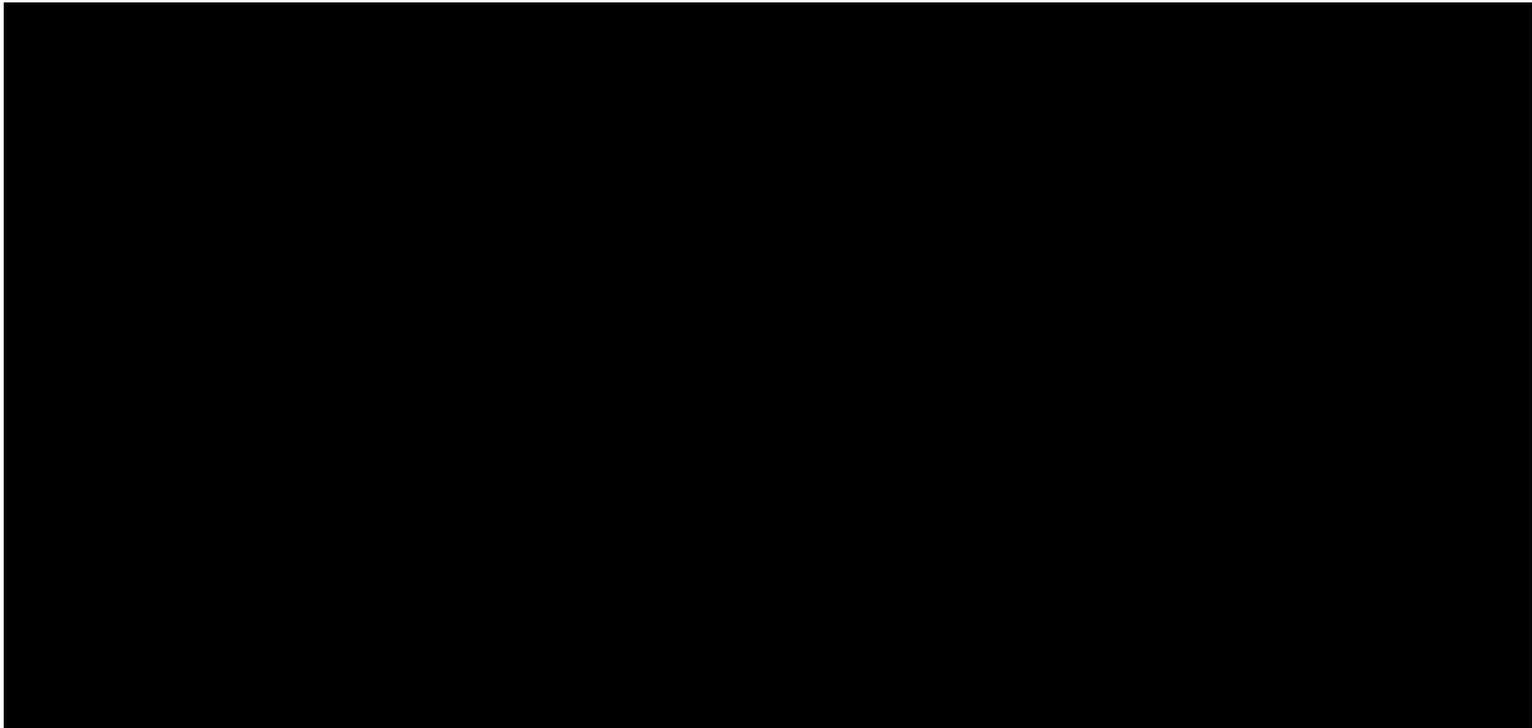
*We Make a Difference*



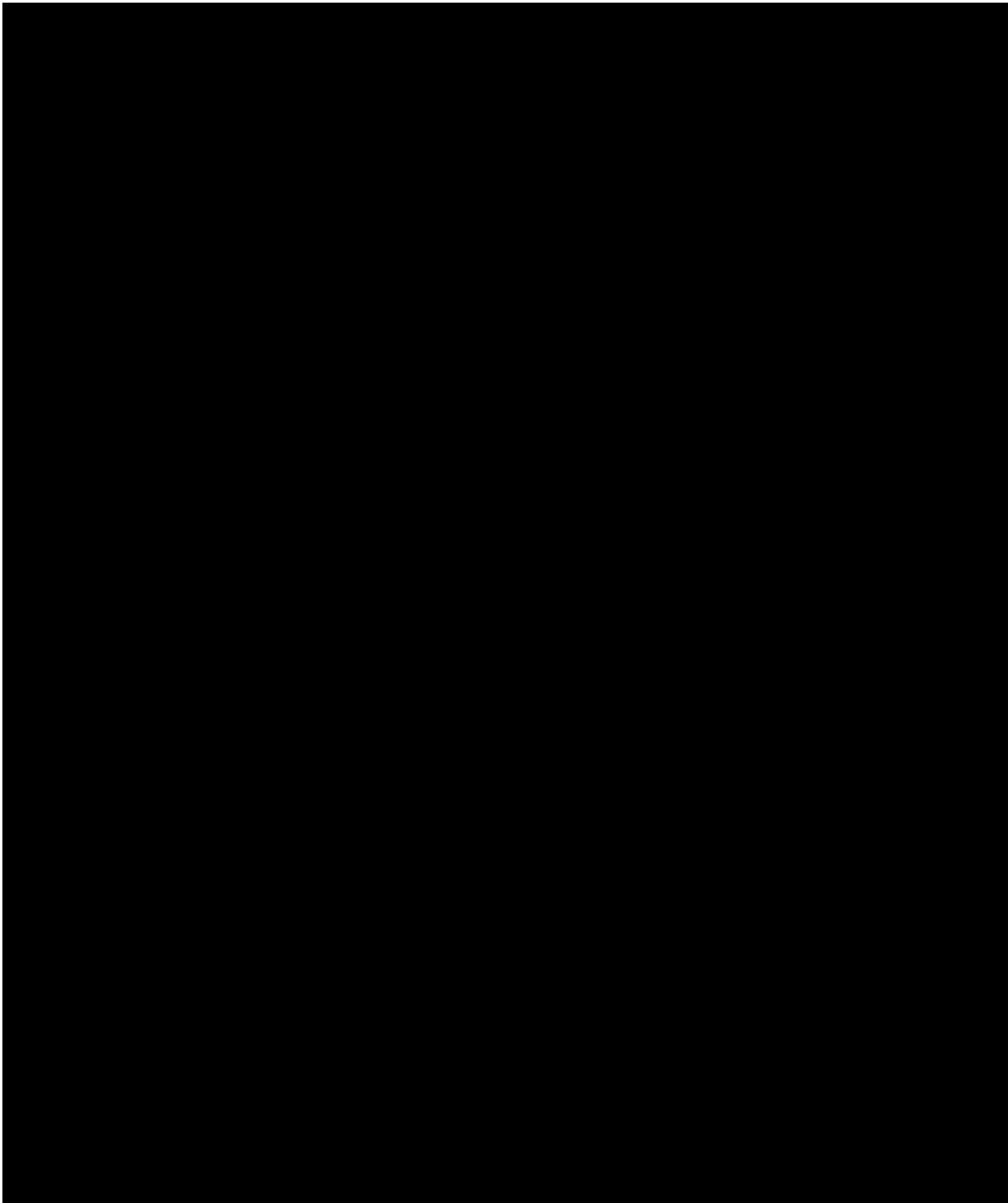
**Michael Baker**

**INTERNATIONAL**

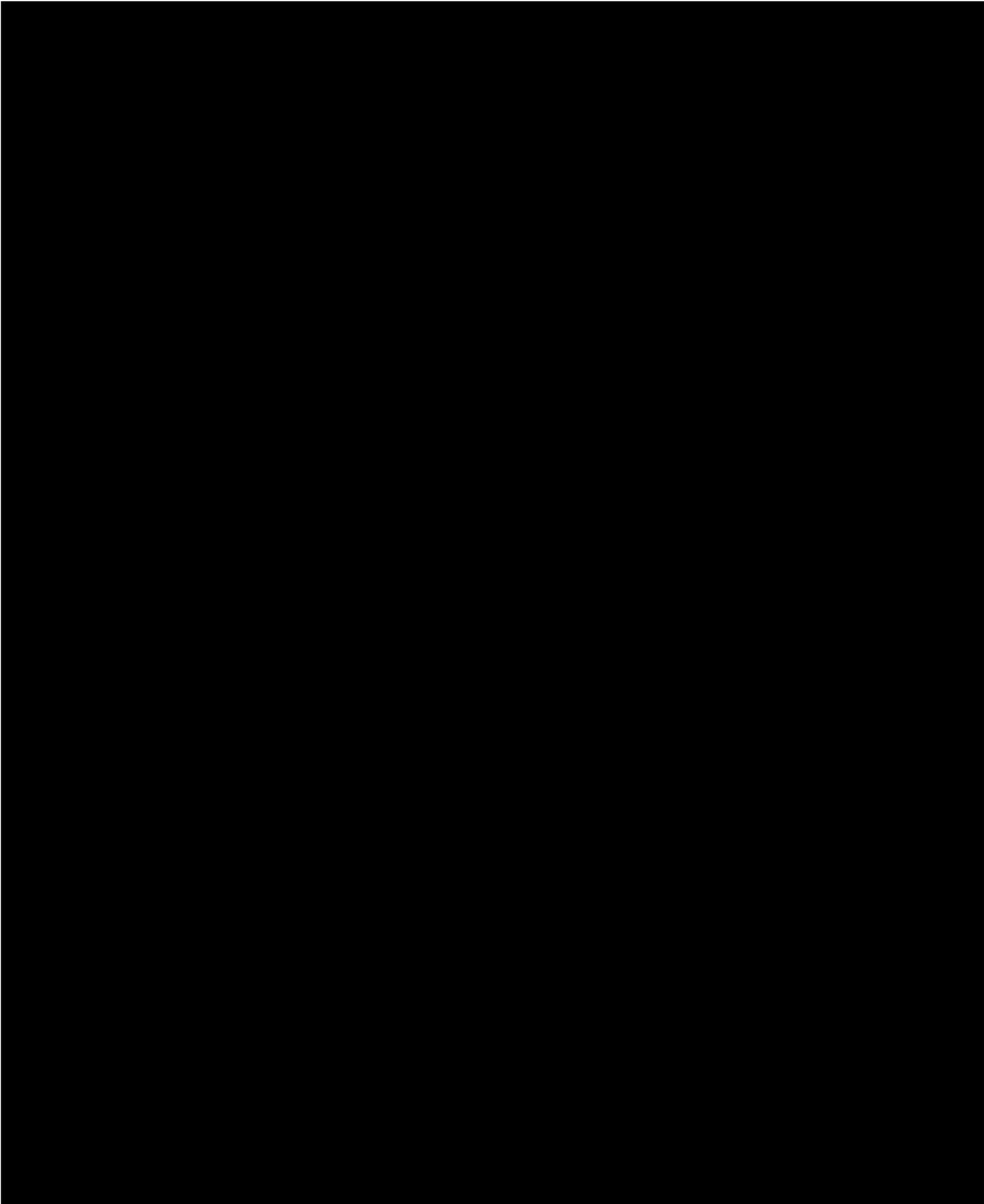
*We Make a Difference*



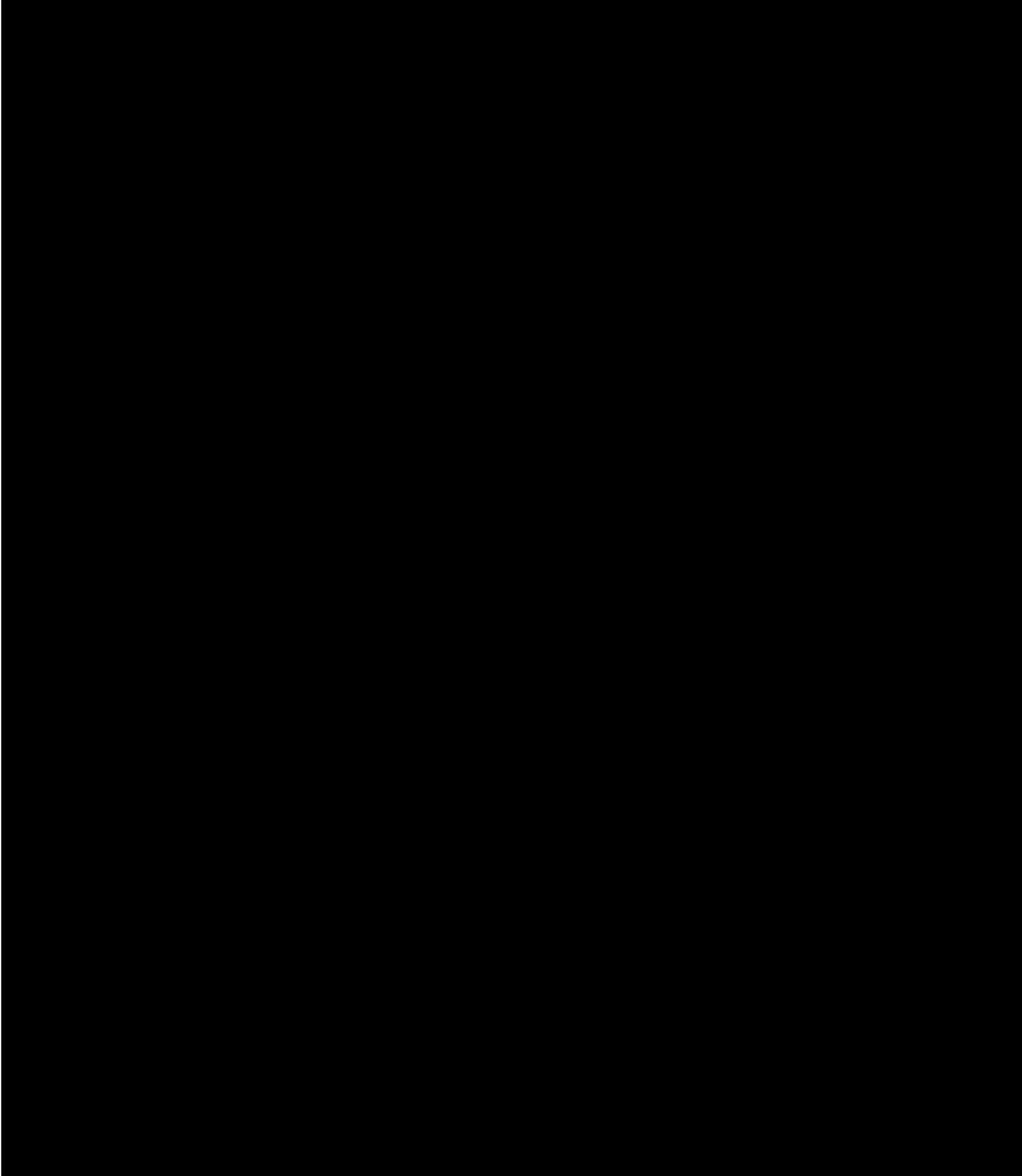
**KURT HORTON, PE**  
*Resident Engineer*  
*Firm: Michael Baker*



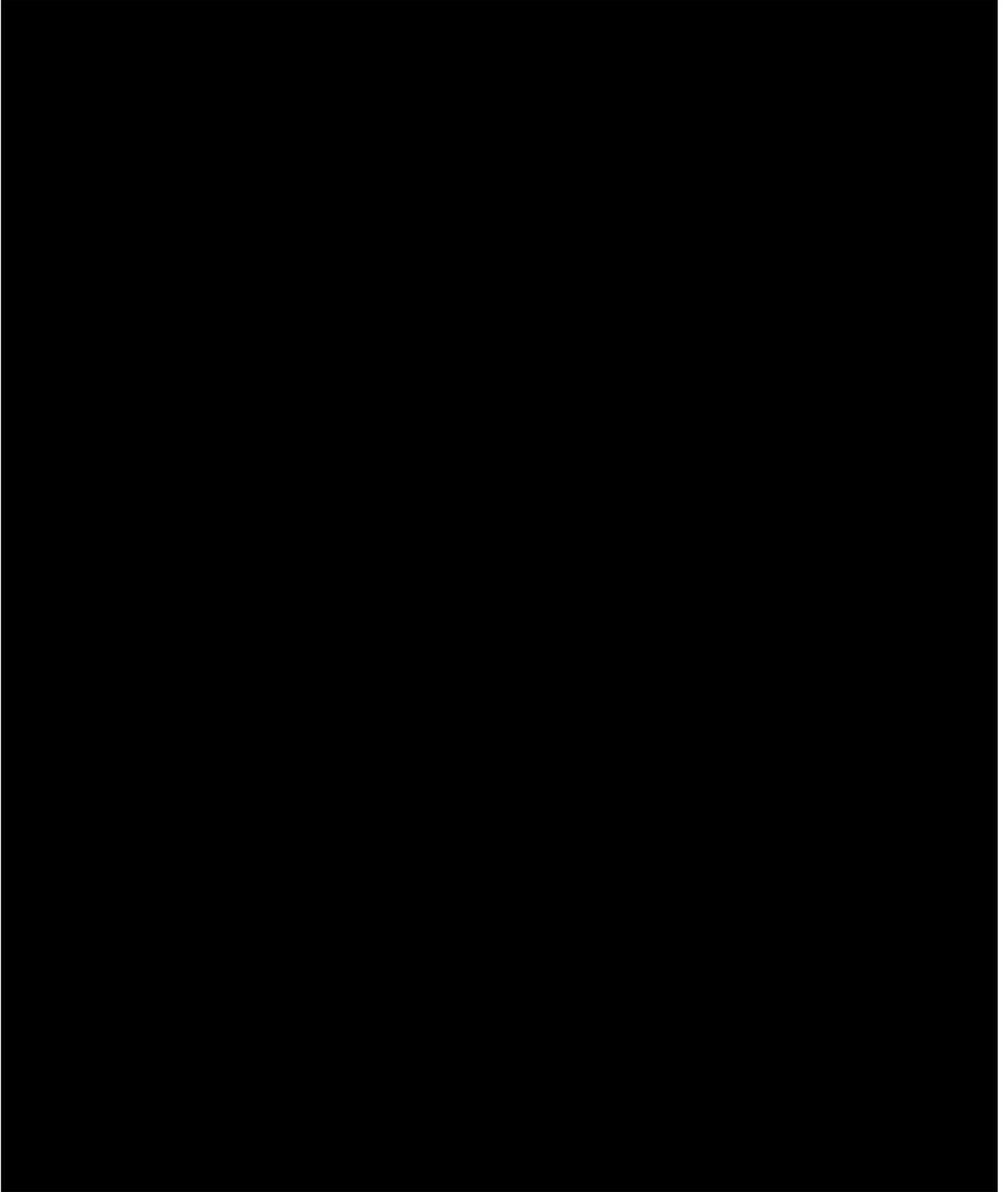
**JOSEPH  
KAUZLARICH, PE, SE**  
*Structural Design Lead*  
*Firm: Michael Baker*



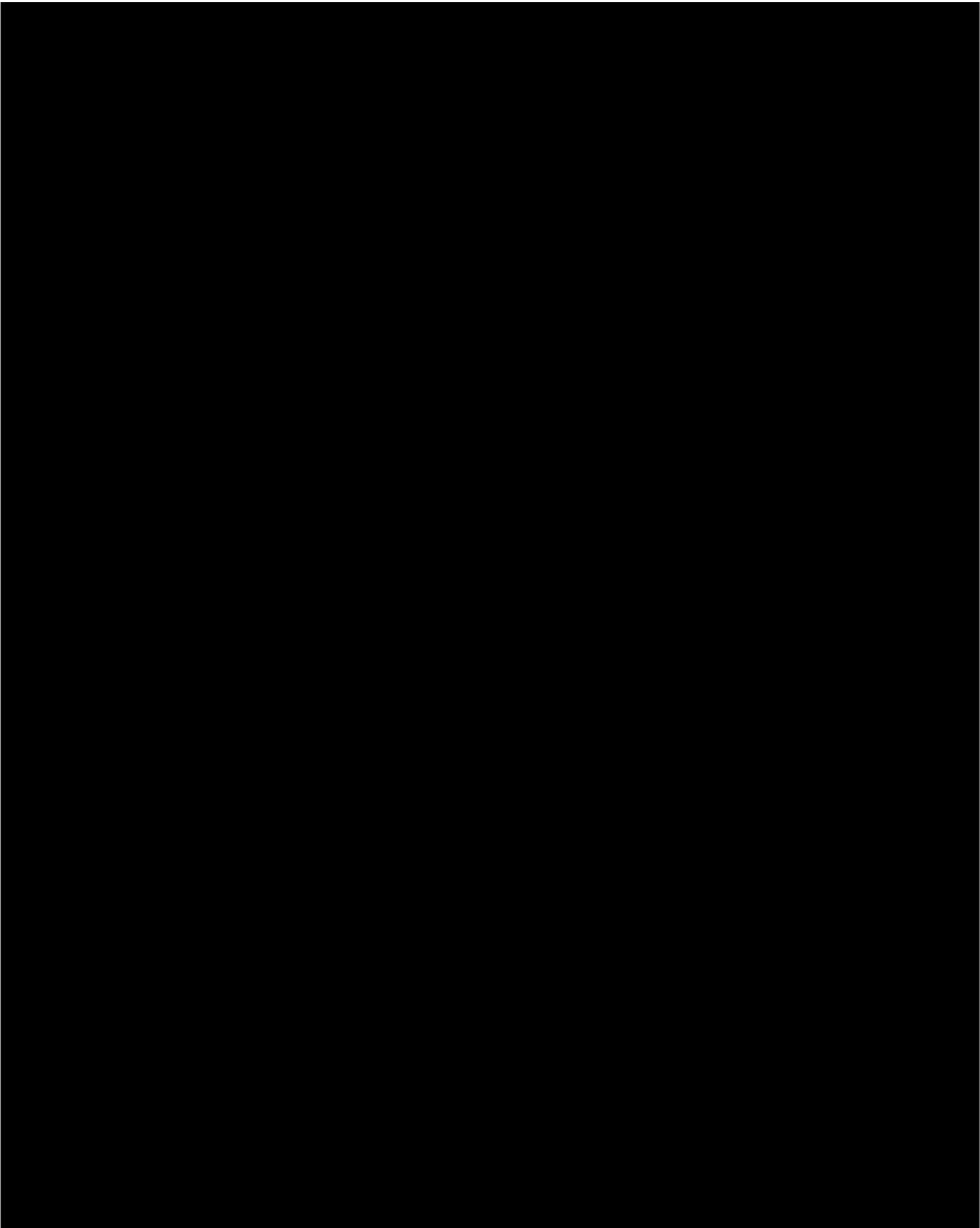
**LINDSAY KAUFMANN, PE**  
*Roadway Design Lead*  
*Firm: Michael Baker*



**BRIAN CASTRO, PE**  
*Roadway Design*  
*Firm: Michael Baker*



**ROBERT BRZEZON, PE**  
*Roadway Design*  
*Firm: Michael Baker*

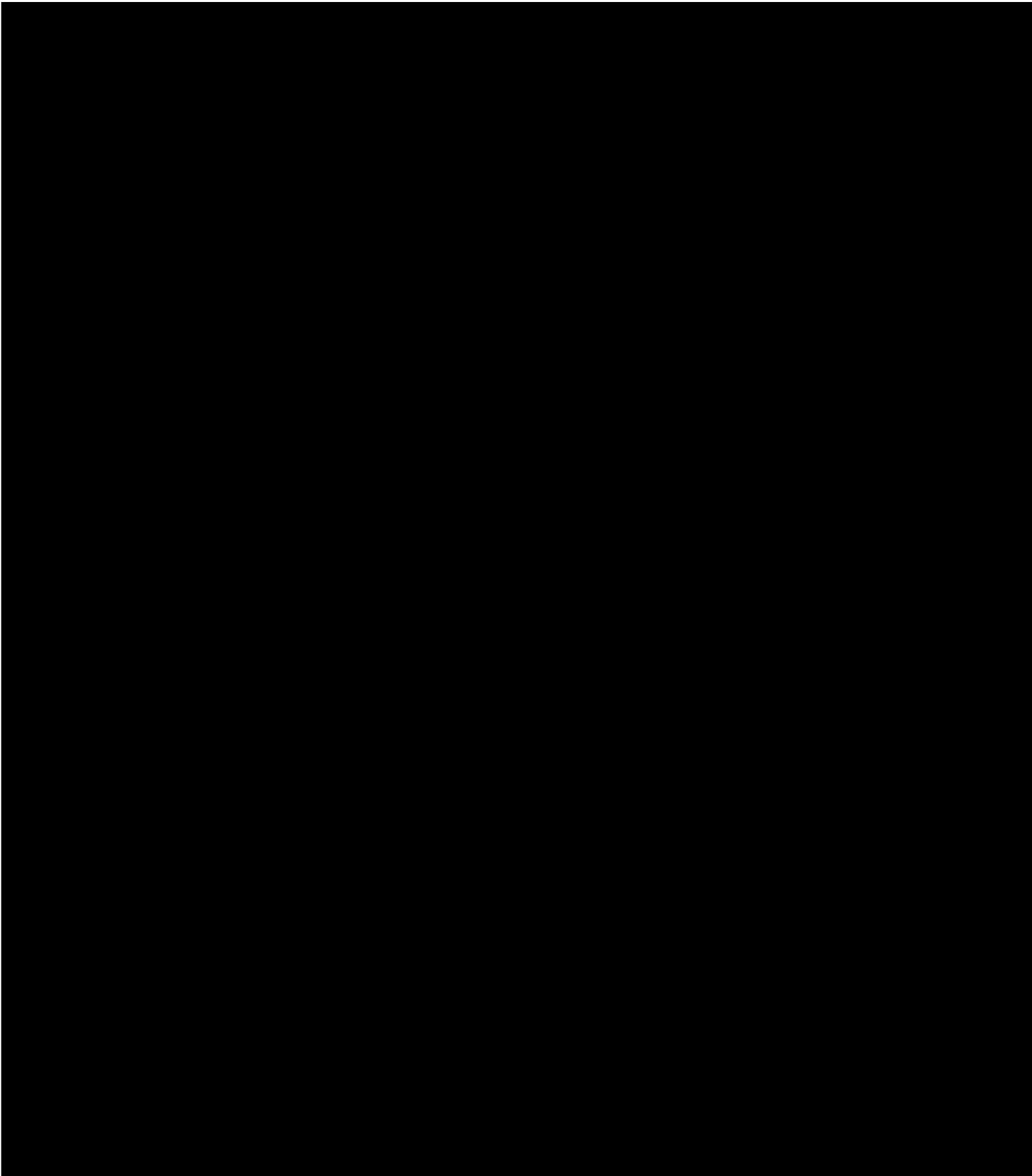


**GEORGE HOUSTON, PE**

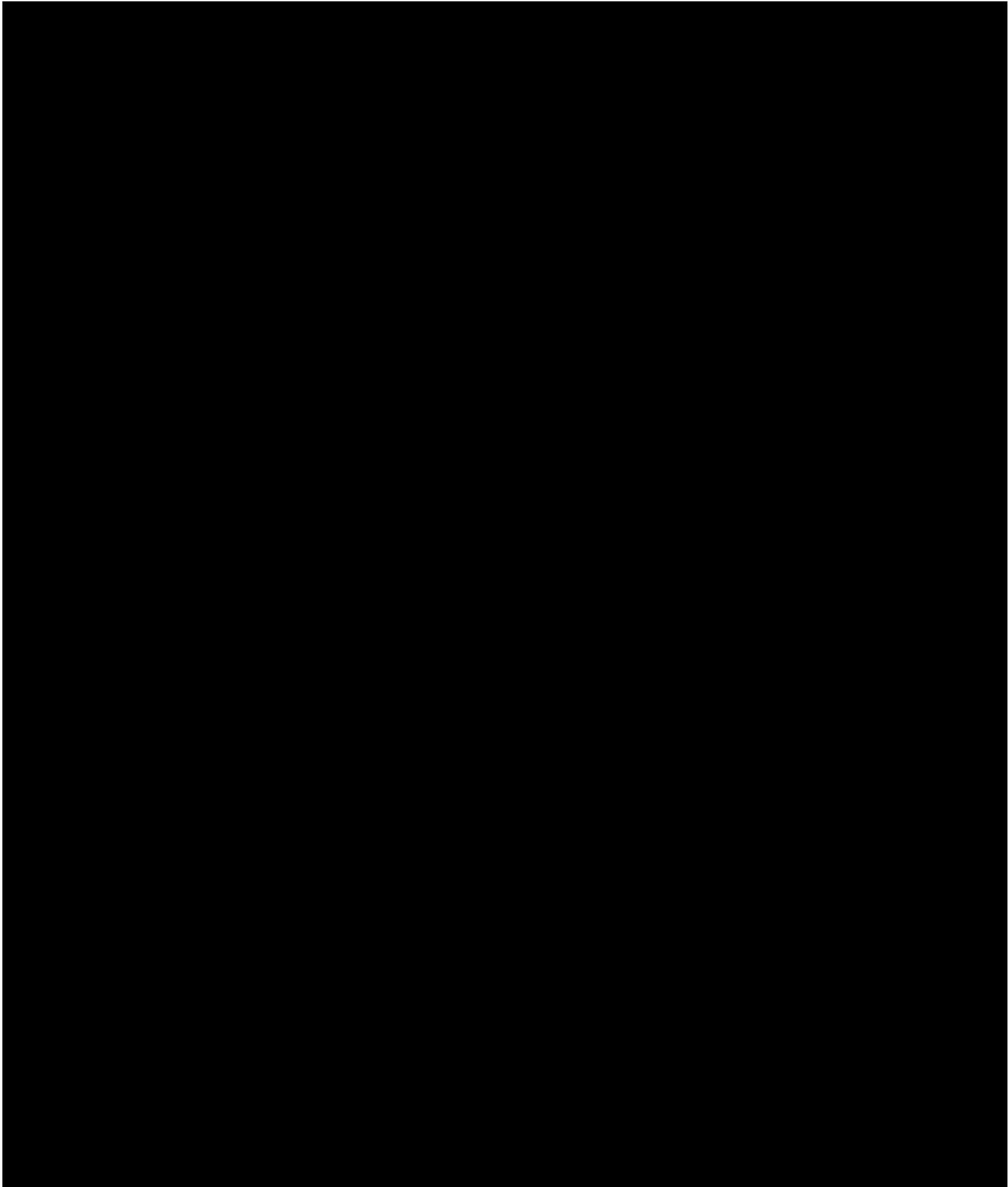
*Materials Coordinator*

*Firm: Michael Baker*

**MITCHEL COOK, PE, SE**  
*Structural Design*  
*Firm: Michael Baker*



**PARKER THOMSON, PE, SE**  
*Structural Design*  
*Firm: Michael Baker*



**EXHIBIT F**

**Contract No. I-20-4717**

**Michael Baker International Inc.**

**SCOPE OF SERVICES**

# **EXHIBIT F**

## **Scope of Work**

Elgin O'Hare Western Access, I-294 to I-90 – Devon  
Avenue to Pratt Boulevard, Construction  
Management Services

**Contract I-20-4717**

Illinois State Toll Highway Authority

## I. PROJECT DESCRIPTION

This project is to perform Phase III engineering services for the construction inspection and supervision for the proposed mainline lanes for the Elgin O'Hare Western Access (I-490) from Devon Avenue at the south to Pratt Boulevard at the north end. The Tollway may adjust the project limits and scope to more accurately reflect field conditions. Contract I-20-4717 will be the Construction Management (CM) contract for Construction Contract I-20-4720. Contract I-20-4720 will consist of mainline pavement as well as bridges over the UPRR mainline and yard tracks, UPRR spur line and future Ramp V1.

The Consultant will perform on-site inspection, review layout of contract including design changes, prepare records, maintain documentation, and submit pay estimates and change orders and any other duties requiring the services of an engineer to complete projects on a timely basis and in accordance with Tollway specifications. The Consultant must complete and submit final measurements, calculations and final contract documents to the Illinois Tollway no later than six (6) weeks after completion of Punch List for the project. The Consultant must have MicroStation capabilities. All final documents shall be submitted in hard copy and electronic format and follow the CADD Standards Manual. All CADD file documents shall be required to contain all record drawing modifications.

A 3-Dimensional Model will be prepared by the Design Section Engineer under separate contract. In conjunction with the submittal of record drawings for Contract I-20-4720 the Consultant will be required to update and submit the 3-Dimensional model to reflect the final as-built conditions as part of the scope of work for Contract I-20-4717. The Consultant shall meet with the Tollway's General Engineering Consultant at the start of work to discuss data collection methods and deliverables.

## II. CONSTRUCTION MANAGEMENT (CM) SERVICES

### A. EXECUTION OF ENGINEERING SERVICES

The CM shall furnish services in accordance with the articles contained in the Tollway's CM Manual dated March 2020, and all applicable Tollway Criteria, Manuals, and Bulletins.

In addition to the requirements listed in the CM Manual, the CM should monitor the Contractor's adherence to the D/M/WBE and VOS/SDVOSBE plans, request any changes to either plan in writing from the Contractor, review any Contractor requested changes to either plan, provide a recommendation to the Tollway, monitor the status of D/M/WBE and VOS/SDVOSBE plan documentation and coordinate the approval of such with the Tollway.

## B. QUALITY ASSURANCE SERVICES

Construction management services are required to provide materials testing and quality assurance (QA) for the following Elgin O'Hare Western Access (EOWA) contracts: I-20-4720.

QA will be in accordance with the Tollway Construction Manager's Manual, Illinois State Toll Highway Authority (ISTHA) Supplemental Specifications, applicable contract special provisions, Illinois Department of Transportation (IDOT) Standard Specifications and all QC/QA specifications.

CM will be responsible for QA plant and jobsite testing of asphalt mixtures, concrete mixtures (except concrete mixtures at a precast facility), recycled concrete aggregates, and recycled asphalt aggregates. The CM is also responsible for off-site and job-site testing of embankment materials.

## C. OTHER CONTRACT WORK

The Construction Manager and its subconsultants are precluded from managing and directly supervising work that they are performing under other Tollway contracts. The following shall apply:

The CM and its subconsultants can perform work on other Tollway projects provided that:

The Consultant does not serve as the Tollway's project manager overseeing work done by that consultant firm on another Tollway contract – specifically if the consultant reviews progress reports and invoices of a contract that has that consultant as part of the team.

The Consultant does not review their own firm's work if that consultant firm is working on another Tollway contract.

Any other potential issue that a professional firm, professional individual or the Tollway reasonably determines is inappropriate shall not be allowed to occur.

## III. REQUIRED SUBMITTALS TO THE TOLLWAY

Submittal requirements shall be in accordance with the CM Manual.

#### IV. ITEMS TO BE FURNISHED TO THE CONSTRUCTION MANAGER

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

1. It shall be the responsibility of the CM to select the applicable reduced record drawings from the Tollway's GIS site.
2. Digital Ortho-Imagery, contours, horizontal and vertical survey control and center line of the project limits.
3. Copies of the Tollway Supplemental Specifications, Standard Drawings, and Tollway Design Criteria can be obtained from the Tollway's website.
4. Copy of contract documents for contract referenced in Section I, above.

**PROJECT SCHEDULE**

**Contract I-20-4717  
Elgin O'Hare Western Access  
I-294 to I-90 – Devon Avenue to Pratt Boulevard  
Construction Management Services**

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<b>EVENT</b>	<b>SCHEDULE</b>
1. Scoping Meeting	7/17/2020
2. Scope Submittal	7/22/2020
3. Scope Approval	TBD
4. Notice to Proceed	TBD
5. Preconstruction Meeting I-20-4720	TBD
6. Construction Start Date I-20-4720	TBD

## *Attachment A*

### **Web-based Project Management System**

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

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

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

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

- 1.0** Consultant shall utilize ISTHA web based project management system to track and manage projects. System shall be an official record of all project communication. Consultant shall post copies of all project related documents on the System.
- 2.0** Within 14 calendar days of Notice to Proceed, Consultant shall designate a website manager (coordinator) who is to be the point of contact with ISTHA website implementation and support staff.

**3.0** Consultant is required but not limited to submit the following using the System:

- 3.1 Submittal schedule, submittals shall be processed using the System to provide a record of activity.
- 3.2 Progress reports.
- 3.3 Inspection reports.
- 3.4 Requests for information, project clarifications, general communication and project related issues.
- 3.5 Meeting agendas, no later than 3 days before meeting.
- 3.6 Minutes of meetings, no later than 3 days after each progress meeting date, distribute copies of minutes via the System to each party present and to other parties who should have been present. Include a brief summary in narrative form of progress since the previous meeting and report.

**4.0** Document submission requirements. Project documents transmitted via the System must comply with the following electronic formats:

- 4.1 Documents that are marked up or unavailable in electronic format (drawings, sketches, correspondence, etc. generated by hand drafting methods) shall be scanned to PDF (.pdf) , black and white with maximum resolution of 200dpi using CCITT Group 4 (2d Fax) compression.
- 4.2 Documents that have been generated using Adobe Acrobat PDF printer drivers (not scanned) shall be submitted to the System.
- 4.3 Electronic photographs shall be submitted in JPEG (.JPG) file format, sized at a minimum resolution of 1024x768 pixels.
- 4.4 Grayscale or color photo images that are scanned shall be saved in JPEG (.JPG) file format with medium to low quality compression at a maximum resolution of 200 dpi.
- 4.5 Product data that is available for download from the Manufacturer's website that has been generated using Adobe Acrobat .PDF printer drivers (not scanned) may also be submitted via the System.

<b>System Requirements</b>	
Operating System	Windows XP
Internet Browser	Internet Explorer version 6.0 or greater
Processor Speed	2.0 GHz or greater
System Memory (RAM)	512 Megabytes or greater

Hard Drive Space	1500 Megabytes (1.5Gb)
Display Resolution	1024x768 or greater
Connection Type	Broadband Internet Connection (T1) – If a T1 is not an available option, each System participant must have a dedicated (not shared) DSL or equivalent Internet connection.
Other hardware	CD-ROM or DVD drive
<b>Recommended Professional Document Scanners<sup>6</sup></b>	
Medium Format Scanner <sup>1</sup>	Canon DR-5020 Document Scanner or equivalent
Medium Format Scanner <sup>1</sup>	Canon DR-5080C Document Scanner or equivalent
Medium Format Scanner <sup>1</sup>	Fujitsu M 4097D IPC Document Scanner or equivalent
Medium Format Scanner <sup>1</sup>	Fujitsu M 4097D VRS Document Scanner or equivalent
Medium Format Scanner <sup>1</sup>	Epson GT-30000 Document Scanner or equivalent
Large Format Scanner <sup>1</sup>	Océ TDS610 36" Monochrome Scanner or equivalent
Large Format Scanner <sup>1</sup>	Océ TDS810 36" Monochrome Scanner or equivalent
Large Format Scanner <sup>1</sup>	Vidar Select P36 Color Scanner or equivalent
Large Format Scanner <sup>1</sup>	Vidar Select MP36 MonochromeScanner or equivalent
<b>Required Additional Software</b>	
Portable Document Format(.PDF) file reader	Adobe Acrobat Reader <sup>2</sup>
Portable Document Format(.PDF) file generator	Adobe Acrobat <sup>3</sup>
ZIP File compression utility	WinZip <sup>4</sup> or equal

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

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

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

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

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

**EXHIBIT G**

**Contract No. I-20-4717**

**Michael Baker International Inc.**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
I-13-4613	EOWA Uppon Request Constrution	\$5,000,000.00	\$123,000.00	12/31/2020
I-18-4356	Design	\$5,000.00	\$1,794.00	12/31/2023
RR-18-9210	Design	\$400,000.00	\$0.00	12/31/2023
I-17-4302	Design	\$3,495,997.00	\$71,623.00	12/31/2020
I-17-4299	Design	\$419,451.00	\$59,479.00	12/31/2020

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

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)		\$ -





# Contract Information Sheet

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

Consultant Name: Program Management & Control  
Services, LLC (PMCS)

Contract Number: I-20-4717

Proposal Date: 7/29/2020

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 Number: I-20-4717

Consultant: Program Management & Control Services, LLC (PMCS)

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2021												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Management	4	24	4	4	4	4	4	4	4	8	4	8	76
Documentation													
Inspection													
<b>TOTALS</b>	4	24	4	4	4	4	4	4	4	8	4	8	76

Contract Number: I-20-4717

Consultant: Program Management & Control Services, LLC (PMCS)

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2022												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Management	8	8	8	8	8	8	8	8	8	8	8	8	96
Documentation		60	160	200	160	160	200	160	200	160	160	100	1720
Inspection					40	160	200	160	200	160	160		1080
Scheduling	4	8	40	8	8	8	8	8	8	4	4	4	112
<b>TOTALS</b>	12	76	208	216	216	336	416	336	416	332	332	112	3008

Contract Number: I-20-4717

Consultant: Program Management & Control Services, LLC (PMCS)

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2023												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Management		4	8	8	8	12	8	4	12	8	8	4	84
Documentation	80	160	160	200	160	200	160	160	200	160	160	80	1880
Inspection		60	160	200	160	200	160	160	200	160			1460
Scheduling	4	4	4	4	4	4	4	4	4	4	4	4	48
<b>TOTALS</b>	84	228	332	412	332	416	332	328	416	332	172	88	3472

Contract Number: I-20-4717

Consultant: Program Management & Control Services, LLC (PMCS)

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2024												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Management	4	2											6
Documentation	32	128	200	25	10	10	10	10	10	10	10	10	465
Inspection													
Scheduling													
<b>TOTALS</b>	36	130	200	25	10	10	10	10	10	10	10	10	471





# 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.

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** \_\_\_\_\_

**Project Manager:** Thomas Nutter

**Project Engineer:** \_\_\_\_\_

**Resident Engineer:** \_\_\_\_\_

**Documentation Engineer:** Dan Yerly

**Project Civil Engineer:** \_\_\_\_\_

**Project Structural Engineer:** \_\_\_\_\_

**Project Drainage Engineer:** \_\_\_\_\_

**Senior Engineer:** \_\_\_\_\_

**Others:** Name: \_\_\_\_\_

Classification: \_\_\_\_\_

Name: \_\_\_\_\_

Classification: \_\_\_\_\_

Name: \_\_\_\_\_

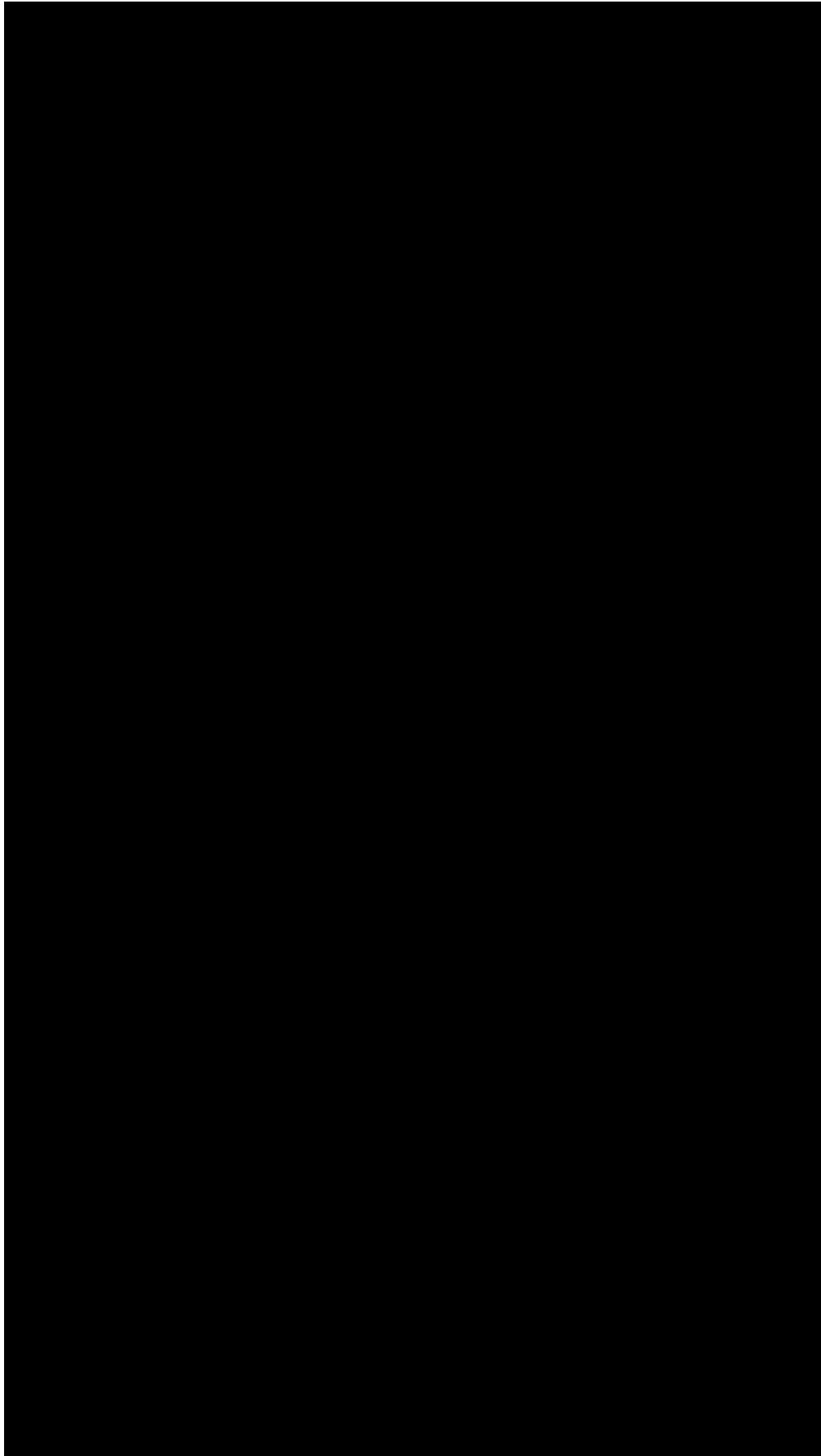
Classification: \_\_\_\_\_

Name: \_\_\_\_\_

Classification: \_\_\_\_\_



**THOMAS NUTTER, PE**  
*Project Manager*  
*Firm: Program Management & Control Services, LLC*





**DAN YERLY, PE**  
*Document Technician*

*Firm: Program Management & Control  
Services, LLC*

EXHIBIT  
A

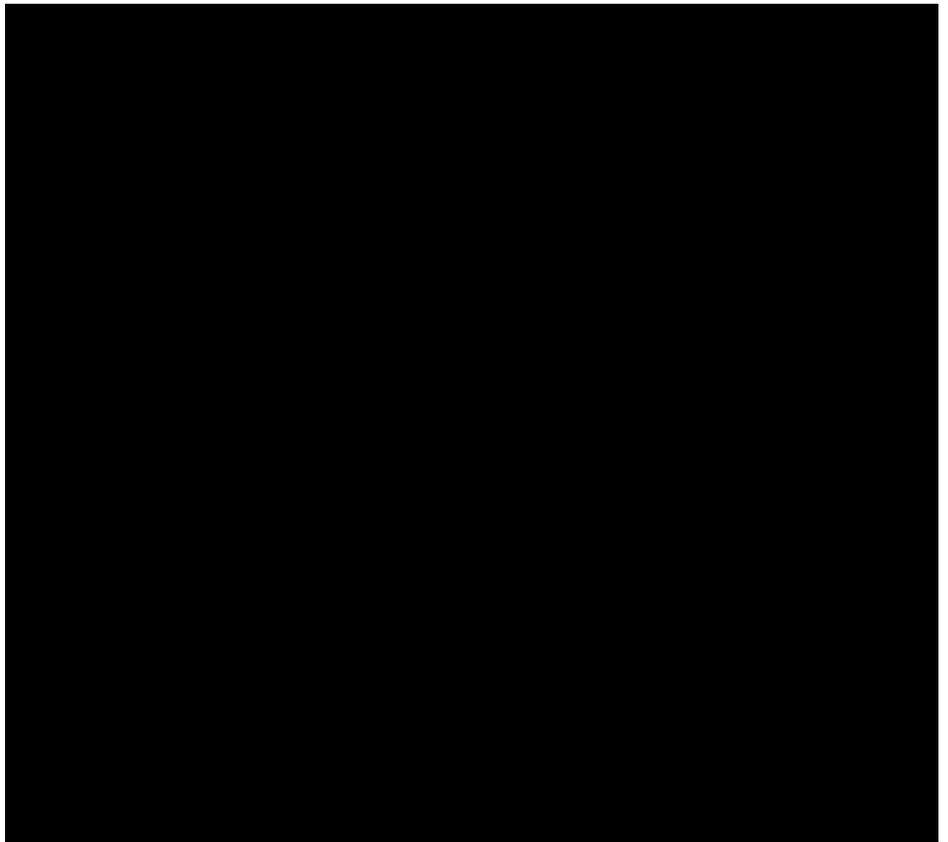


Exhibit F  
Contract No. I-20-4717  
Program Management & Control Services, LLC (PMCS)  
Scope of Services

Provide Project Management, Scheduling, Documentation Engineering, Inspection Services and/or Construction Engineering Services as part of professional services Contract I-20-4717, Elgin O'Hare Western Access, I-294 to I-90 - Devon Avenue to Pratt Boulevard. The general scope of this project is construction management of the Illinois Tollway Construction Contract I-20-4720, a portion of the I-490 Roadway south of the I-90 / I-490 Interchange.

PMCS scope includes providing a full-time documentation engineer, part-time lead inspector, part-time scheduler, and part time project manager.

**EXHIBIT G**

**Contract No. I-20-4717**

**Program Management & Control Services, LLC (PMCS)**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
RR-16-4265	Tollway CTS DCM - Project Controls	\$4,004,300.00	\$659,793.00	12/31/2020
PTB 181-21	IDOT HSR PMO - Scheduling	\$59,266.05	\$42,200.00	9/31/2020
I-17-4326	Tollway CTS CCM - Scheduling	\$785,000.00	\$751,722.00	12/31/2026
I-17-4093	Tollway PMO - Project Controls	\$3,804,000.00	\$1,648,912.00	12/31/2027
RR-15-9975	Tollway GEC - Project Controls	\$2,349,313.00	\$554,677.00	12/31/2021
I-18-4701	Tollway EOWA CCM - Project Controls	\$1,780,000.00	\$1,770,299.00	12/31/2027
I-18-4414	Tollway CUR - Scheduling	\$50,000.00	\$47,071.00	6/31/2020
I-18-4411	Tollway MLB - Office Engineering	\$962,800.87	\$709,246.00	2/28/2024
Req 4586	CTA RPM PMO - Project Controls	\$2,784,321.33	\$2,614,062.00	12/31/2025
Req 6216	CTA RLE FEIS & PE	\$245,557.00	\$165,554.00	12/31/2022
I-19-4710	Tollway EOWA CM - Project Controls	\$239,938.40	\$239,938.40	12/31/2023

**EXHIBIT H - SERVICES BY OTHERS**

Exhibits A-B, D-G must be submitted for each subconsultant listed below. If a subconsultant requires "Services by Others" 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)	<u>\$ -</u>

7

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

2

<hr/>	
Direct Labor	<hr/>
Direct Costs	<hr/>
Services by Others	<hr/>
Additional Services **	<hr/>
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)	

3

<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)	

4

<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)	

5

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

11

<hr/>	
Direct Labor	<hr/>
Direct Costs	<u>\$ -</u>
Services by Others	<u>\$ -</u>
Additional Services **	<u>\$ -</u>
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)**

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

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

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

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

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

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

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

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

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

<b>10</b>	_____	
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: Gulaid Consulting Engineers, P.C.

Contract Number: I-20-4717

Proposal Date: 7/29/2020

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 Number: I-20-4717

Consultant: Gulaid Consulting Engineers, P.C.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

													Grand Total Exhibit A Hours	4771
													TOTAL HOURS	
MONTHS of YEAR 2020														
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
										2				2
<b>TOTALS</b>										2				2



Contract Number: I-20-4717

Consultant: Gulaid Consulting Engineers, P.C.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2022												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Manager				2	2	2	2	2	2	2	2	2	16
Assistant RE				160	160	180	180	180	180	180	160	160	1540
Sr. Construction Rep.													
Administrative Assistant				20	20	20	20	20	20	20	20	21	181
<b>TOTALS</b>				182	182	202	202	202	202	202	182	181	1737

Contract Number: I-20-4717

Consultant: Gulaid Consulting Engineers, P.C.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2023												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Manager	1	1	2	2	2	2	2	2	2	2	2	2	22
Assistant RE	160	160	160	160	160	180	180	180	180	180	160	108	1968
Sr. Construction Rep.						160	160	160	160	160			800
Administrative Assis.	20	20	20	20	20	20	20	20	20	20	20	20	240
<b>TOTALS</b>	181	181	182	182	182	362	362	362	362	362	182	130	3030

Contract Number: I-20-4717

Consultant: Gulaid Consulting Engineers, P.C.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2024												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Project Manager													2	2
Assistant RE														
Sr. Construction Rep.														
Administrative Assis.														
<b>TOTALS</b>													2	2





# 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.

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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-20-4717

Consultant: Gulaid Consulting Engineers, P.C.

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** \_\_\_\_\_

**Project Manager:** \_\_\_\_\_

**Project Engineer:** \_\_\_\_\_

**Resident Engineer:** \_\_\_\_\_

**Documentation Engineer:** \_\_\_\_\_

**Project Civil Engineer:** \_\_\_\_\_

**Project Structural Engineer:** \_\_\_\_\_

**Project Drainage Engineer:** \_\_\_\_\_

**Senior Engineer:** \_\_\_\_\_

**Others:** Name: \_\_\_\_\_

Classification: \_\_\_\_\_

Name: \_\_\_\_\_

Classification: \_\_\_\_\_

Name: \_\_\_\_\_

Classification: \_\_\_\_\_

Name: \_\_\_\_\_

Classification: \_\_\_\_\_

**EXHIBIT F**

**Contract No. I-20-4717**

**Gulaid Consulting Engineers, P.C.**

**SCOPE OF SERVICES**

Construction Inspection

**EXHIBIT G**

**Contract No. I-20-4717**

**Gulaid Consulting Engineers, P.C.**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
I-18-4412	CM Work, I-294 BNSF Bridge Recon.	\$318,000.00	\$27,500.00	8/31/2020
RR-18-4435	CM Work, I-90 Road & bridge Rehab. (MP 2.6 to MP 18.3)	\$125,262.00	\$65,000.00	10/31/2020
C-91-309-12	Const. Inspection, Intersection Recon. IL-47, Elburn	\$153,133.00	\$130,000.00	12/31/2020
C-91-210-14	Const. Inspection/ I-90/94 Main line Recon. NB Rosevelt to Lake	\$269,837.00	\$269,837.00	12/31/2021
V-91-13-20	Construction Inspection/ IDOT Various Various	Unknown	NA	10/31/2021



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)**

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

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

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

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

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

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

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

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

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

<b>10</b>	_____		
	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: APS Consulting, Inc.

Contract Number: I-20-4717

Proposal Date: 7/29/2020

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 Number: I-20-4717

Consultant: APS Consulting, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

**Grand Total Exhibit A Hours** 3780

TASK	MONTHS of YEAR 2022												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
CM Support Services				240	400	320	400	320	320	300	160		2460
<b>TOTALS</b>				240	400	320	400	320	320	300	160		2460

Contract Number: I-20-4717

Consultant: APS Consulting, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2023												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
CM Support Services				120	160	200	160	160	200	160	160		1320
<b>TOTALS</b>				120	160	200	160	160	200	160	160		1320





# 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-20-4717

Consultant: APS Consulting, Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** \_\_\_\_\_

**Project Manager:** \_\_\_\_\_

**Project Engineer:** \_\_\_\_\_

**Resident Engineer:** \_\_\_\_\_

**Documentation Engineer:** \_\_\_\_\_

**Project Civil Engineer:** \_\_\_\_\_

**Project Structural Engineer:** \_\_\_\_\_

**Project Drainage Engineer:** \_\_\_\_\_

**Senior Engineer:** \_\_\_\_\_

**Others:**      Name: \_\_\_\_\_

                    Classification: \_\_\_\_\_

                    Name: \_\_\_\_\_

                    Classification: \_\_\_\_\_

                    Name: \_\_\_\_\_

                    Classification: \_\_\_\_\_

                    Name: \_\_\_\_\_

                    Classification: \_\_\_\_\_

**EXHIBIT F**

**Contract No. I-20-4717**

**APS Consulting, Inc.**

**SCOPE OF SERVICES**

Perform Phase III engineering support services for I-20-4717, for the construction inspection, and supervision for the construction of new mainline lanes for the Elgin O'Hare Western Access between Devon Avenue and Pratt

**EXHIBIT G**

**Contract No. I-20-4717**

**APS Consulting, Inc.**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
RR-16-4275	CM Support	\$500,000.00	\$110,000.00	11/30/2020
I-17-4680	CM Support	\$522,000.00	\$140,000.00	10/31/2020

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

<p>1</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC)                   \$       -</p>	<p>7</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs                                       \$       -</p> <p>Services by Others                               \$       -</p> <p>Additional Services **                         \$       -</p> <p>Total this Subconsultant (ULC)               \$       -</p>
<p>2</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC)               \$       -</p>	<p>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>3</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs                                       \$       -</p> <p>Services by Others                               \$       -</p> <p>Additional Services **                         \$       -</p> <p>Total this Subconsultant (ULC)               \$       -</p>	<p>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>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>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>
<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>11</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs                                       \$       -</p> <p>Services by Others                               \$       -</p> <p>Additional Services **                         \$       -</p> <p>Total this Subconsultant (ULC)               \$       -</p>
<p>6</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs                                       \$       -</p> <p>Services by Others                               \$       -</p> <p>Additional Services **                         \$       -</p> <p>Total this Subconsultant (ULC)               \$       -</p>	<p>12</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 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)**

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

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

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

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

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

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

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

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

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

<b>10</b>			
	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: Atlas Engineering Group, Ltd.

Contract Number: I-20-4717

Proposal Date: 7/29/2020

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 Number:   I-20-4717  

Consultant:                   Atlas Engineering Group, Ltd.                  

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2022												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Administration	0	0	4	4	4	4	4	4	4	4	4	4	4	40
Surveying	0	0	100	100	100	100	100	100	100	80	80	80	80	940
Construction Inspection	0	0	0	0	0	0	160	160	160	160	40	0	0	680
<b>TOTALS</b>			104	104	104	104	264	264	264	244	124	84		1660

Contract Number:   I-20-4717  

Consultant:                   Atlas Engineering Group, Ltd.                  

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2023												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Administration	0	0	4	4	4	4	4	4	4	4	4	0	36
Surveying	0	0	100	100	100	100	100	100	80	80	80	0	840
Construction Inspection	0	0	0	0	0	0	0	0	0	0	0	0	
<b>TOTALS</b>			104	104	104	104	104	104	84	84	84		876

Contract Number: I-20-4717

Consultant: Atlas Engineering Group, Ltd.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2024												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Administration	4	4	4	4	4								20
Surveying	20	20	20	20	20								100
Construction Inspection	0	0	0	0	0								
<b>TOTALS</b>	24	24	24	24	24								120





# 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
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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-20-4717

Consultant: Atlas Engineering Group, Ltd.

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** \_\_\_\_\_

**Project Manager:** \_\_\_\_\_

**Project Engineer:** \_\_\_\_\_

**Resident Engineer:** \_\_\_\_\_

**Documentation Engineer:** \_\_\_\_\_

**Project Civil Engineer:** \_\_\_\_\_

**Project Structural Engineer:** \_\_\_\_\_

**Project Drainage Engineer:** \_\_\_\_\_

**Senior Engineer:** \_\_\_\_\_

**Others:** Name: \_\_\_\_\_

Classification: \_\_\_\_\_

Name: \_\_\_\_\_

Classification: \_\_\_\_\_

Name: \_\_\_\_\_

Classification: \_\_\_\_\_

Name: \_\_\_\_\_

Classification: \_\_\_\_\_

**EXHIBIT F**

**Contract No. I-20-4717**

**Atlas Engineering Group, Ltd.**

**SCOPE OF SERVICES**

The Consultant will perform surveying, on-site inspection, review layout of contract including design changes, prepare records, maintain documentation, and submit pay estimates and change orders and any other duties requiring the services of an engineer to complete projects on a timely basis and in accordance with Tollway specifications.

**EXHIBIT G**

**Contract No. I-20-4717**

**Atlas Engineering Group, Ltd.**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
PSB19-3/9	Design Upon Request - Systemwide Non	\$2,800,000.00	\$2,800,000.00	4/30/2023
PTB193-45	Field Collection of Traffic Data	\$1,430,000.00	\$1,430,000.00	12/31/2021
PTB194-066	HPR-66-021-20, Transportation Systems Management and Operations (TSMO) Program Plan	\$94,000.00	\$94,000.00	5/31/2020
PSB19-3/8	Roadway Reconstruction and Widening, St. Charles Road to North Avenue	\$930,000.00	\$930,000.00	3/31/2024
PTB189-17	D-91-369-18, Interchange improvement of US 52 at I-55	\$368,410.00	\$368,410.00	11/30/2021
PSB18-3/2	Tri-State Tollway (I-294), Bridge Reconstruction, Burlington Northern Santa Fe (BNSF) Railroad Bridge (M.P. 26.6)	\$477,000.00	\$135,000.00	7/31/2021



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)**

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

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

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

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

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

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

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

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

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

<b>10</b>	<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: GSG Consultants, Inc.

Contract Number: I-20-4717

Proposal Date: 7/29/2020

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 Number: I-20-4717

Consultant: GSG Consultants, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

													Grand Total Exhibit A Hours	3520
MONTHS of YEAR 2022													TOTAL HOURS	
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Construction Inspection					160	176	176	176	176	176	120		1160	
<b>TOTALS</b>					160	176	176	176	176	176	120		1160	

Use as many pages of Exhibit A as required to show the entire schedule for this project.

Update the first year of the proposal to the left, if necessary. The current calendar year is listed by default. All subsequent years will update automatically.

Instructions for how to complete the proposal exhibits can be found on the Tollway's website under consultant forms.

Additional pages of Exhibit A are below.



Contract No.: I-20-4717

Consultant: GSG Consultants, Inc.

**EXHIBIT B: FEE CALCULATIONS**

**A. DIRECT LABOR** (without overtime)

<u>3,520.00</u> (Total Work Hours from Exhibit A)	<u>\$ 53.39</u> (Average Hourly Rate )	TOTAL DIRECT SALARY \$ <u>187,929.01</u>
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Multiplier to be used on this project: 2.80  
Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)

**DIRECT REGULAR SALARY TIMES MULTIPLIER** \$ 526,201.23

**B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT**

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 32,352.18

**C. SERVICES BY OTHERS**

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

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

TOTAL SERVICES BY OTHERS \$ -

**D. ADDITIONAL SERVICES** (Prime Consultant)

\$ -  
(Requires prior authorization before use)

**ADDITIONAL SERVICES** (Subconsultants)

\$ -  
(Requires prior authorization before use)

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

**E. MAXIMUM ALLOWABLE FEE** (Upper Limit of Compensation)

\$ 558,553.41



# 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-20-4717

Consultant: GSG Consultants, Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** \_\_\_\_\_

**Project Manager:** \_\_\_\_\_

**Project Engineer:** \_\_\_\_\_

**Resident Engineer:** \_\_\_\_\_

**Documentation Engineer:** \_\_\_\_\_

**Project Civil Engineer:** \_\_\_\_\_

**Project Structural Engineer:** \_\_\_\_\_

**Project Drainage Engineer:** \_\_\_\_\_

**Senior Engineer:** \_\_\_\_\_

**Others:** Name: \_\_\_\_\_

Classification: \_\_\_\_\_

Name: \_\_\_\_\_

Classification: \_\_\_\_\_

Name: \_\_\_\_\_

Classification: \_\_\_\_\_

Name: \_\_\_\_\_

Classification: \_\_\_\_\_

**EXHIBIT F**

**Contract No. I-20-4717**

**GSG Consultants, Inc.**

**SCOPE OF SERVICES**

Provide construction inspection and reporting for Phase III engineering services

**EXHIBIT G**

**Contract No. I-20-4717**

**GSG Consultants, Inc.**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
4300	Geotechnical - I294	\$2,850,000.00	\$100,000.00	12/31/2020
4656	Geotechnical - EOWA	\$1,225,000.00	\$150,000.00	12/31/2020
4659	Assessment and CM	\$2,275,000.00	\$125,000.00	12/31/2020
4677	Geotechnical - EOWA	\$556,000.00	\$25,000.00	6/30/2020
4257	Environmental - Various	\$750,000.00	\$645,000.00	12/31/2020
9775	GEC	\$10,724,576.00	\$4,300,000.00	12/31/2021
4301	Geotechnical - I294	\$762,000.00	\$75,000.00	12/31/2020
4298	Geotechnical - I294	\$1,380,000.00	\$80,000.00	12/31/2020

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

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	<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)**

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

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

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

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

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

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

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

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

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

<b>10</b>	<hr/>		
Direct Labor	<hr/>	\$	-
Direct Costs	<hr/>	\$	-
Services by Others	<hr/>	\$	-
Additional Services **	<hr/>	\$	-
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: Material Solutions Laboratory Corporation

Contract Number: I-20-4717

Proposal Date: 7/29/2020

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 Number: I-20-4717

Consultant: Material Solutions Laboratory Corporation

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

**Grand Total Exhibit A Hours** 2342

TASK	MONTHS of YEAR 2022												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Materials QA Lead			40	80	80	50	70	40	50	40	40		490
Materials QA Technician			48	100	80	68	80	64	80	64	34		618
<b>TOTALS</b>			88	180	160	118	150	104	130	104	74		1108







# 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)
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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-20-4717

Consultant: Material Solutions Laboratory Corporation

**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: Syed Ali

Classification: Material QA

Name: Hyder Khan Faisal

Classification: Material QA

Name: Hasmukh Patel,

Classification: Material QA Technician

Name: \_\_\_\_\_

Classification: \_\_\_\_\_

**MSL**

**Material Solutions Laboratory**

**SYED S. ALI**

*Materials QA Technician*

**MSL**

**Material Solutions Laboratory**

**HYDER KHAN**

**FAISAL**

*Materials QA Technician*



EXHIBIT  
A

**HASMUKH PATEL**

*Lead Materials QA Technician  
Firm: Material Solutions Laboratory Corp.*

Exhibit F  
Contract No. I-20-4717  
Materials Solutions Laboratory Corporation  
Scope of Services

Sub-consultant support of Construction Manager Services following selection from PSB 20-1, Item 01 shall be provided, as required, for all items of work included in the Contract Requirements for the above Construction Contract and will conform with the Illinois State Toll Highway Authority's Construction Manager's Manual, dated March 2020, and with the Illinois State Toll Highway Authority's (hereinafter referred to as "TOLLWAY") current practices. These services shall include the responsibility for administration of the referenced Construction Contract in accordance with the applicable Construction Manager's Manual; responsible for all on-site and off-site material testing; document all activities pertaining to the execution of the work; prepare all reports and other required documents; submit all project records, documents and the project close-out records properly indexed and cross-referenced in a manner which can be easily reviewed by the TOLLWAY at the same time the final pay estimate is submitted; and carry out the policies of the TOLLWAY.

**EXHIBIT G**

**Contract No. I-20-4717**

**Material Solutions Laboratory Corporation**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
PSB 18-1, 6	QA Materials Testing, I-94/I-294 Bridge	\$723,634.00	\$154,308.00	11/1/2021
PSB 18-1, 14	QA Material Testing, Systemwide Construction Management Services Upon Request	\$75,000.00	\$18,051.78	9/1/2020
PSB 18-3, 6	QA Materials Testing, Construction Management Upon Request	\$133,669.00	\$13,327.00	11/1/2020
PSB 19-1, 4	QA Materials Testing, Tri-State Tollway, Construction Management Upon Request	\$241,131.00	\$241,131.00	12/31/2021
PSB 19-3, 6	QA Material Testing, Tri-State Tollway, Roadway Reconstruction and Widening, 95th Street (M.P. 17) to LaGrange Road (M.P. 21); Construction Management Services	\$1,200,000.00	\$1,200,000.00	11/1/2023
PTB 183-01	QA Materials Testing, Construction Inspection for Wood Street N. of Little Calumet River to S. of US 6 (159th St)	\$302,817.00	\$302,817.00	12/1/2021
PTB 184-04	QA Materials Testing, Construction Inspection of the Improvement of I-80, from IL 53 (Chicago St) to Rowell Ave (Group A Structures), Eastbound	\$335,546.00	\$335,546.00	12/1/2021
PTB 188-08	QA Materials Testing, Construction Inspection of the Improvement of I-80, from IL 53 (Chicago St) to Rowell Ave (Group A Structures), Eastbound	\$329,495.00	\$110,351.00	12/1/2020
PTB 189-13	QA Materials Testing, Construction Inspection for I-90/94 at I-290/Congress Pkwy (Jane Byrne Interchange) - Eastbound Ramps to I-90/94 Northbound	\$274,989.00	\$197,417.00	12/1/2021
PTB 189-14	QA Materials Testing, I-90/94 at I-290/Congress Parkway (Jane Byrne Interchange)-Miscellaneous Interchange Ramps at Various Locations to I-90/94 Northbound	\$821,140.00	\$441,327.00	12/1/2021
PTB 190-25	QA Materials Testing, Various Construction Inspection Projects	\$74,603.00	\$10,806.00	12/1/2020

PTB 191-01	QA Materials Testing, Willow Road over LeHigh Avenue	\$153,777.00	\$108,208.00	12/1/2020
PTB 192-04	QA Materials Testing, Various Phase III Quality Assurance for Aggregate/HMA/PCC and Other Material Inspection Projects, Various Routes, Various Counties, Region One/District One	\$900,000.00	\$448,454.00	12/31/2020
PTB 193-11	QA Materials Testing, I-290 Eisenhower Expressway at Des Plaines River, Phase III Engineering Services, Cook County	\$477,182.00	\$413,710.00	11/1/2021
PTB 194-17	QA Materials Testing, I-90 at I-290/Congress Parkway (Jane Byrne Interchange)—I-90/94 (SB): Roosevelt Road to Lake/Madison Street, Phase III Construction Inspection Services	\$376,604.00	\$376,604.00	12/31/2022
PTB 194-24	QA Materials Testing, Materials Laboratory Assistant (MLA) for Various Materials Inspections (PCC, HMA, Aggregate & Soils)	\$500,000.00	\$472,831.00	12/31/2025



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)**

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

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

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

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

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

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

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

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

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

<b>10</b>	_____		
	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: Orion Engineers, LLC

Contract Number: I-20-4717

Proposal Date: 7/29/2020

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 Number: I-20-4717

Consultant: Orion Engineers, LLC

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

												Grand Total Exhibit A Hours	2600
MONTHS of YEAR 2022												TOTAL HOURS	
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
				120	160	160	200	160	200	160	160		1320
<b>TOTALS</b>				120	160	160	200	160	200	160	160		1320







# 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-20-4717

Consultant: Orion Engineers, LLC

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** \_\_\_\_\_

**Project Manager:** \_\_\_\_\_

**Project Engineer:** \_\_\_\_\_

**Resident Engineer:** \_\_\_\_\_

**Documentation Engineer:** \_\_\_\_\_

**Project Civil Engineer:** \_\_\_\_\_

**Project Structural Engineer:** \_\_\_\_\_

**Project Drainage Engineer:** \_\_\_\_\_

**Senior Engineer:** \_\_\_\_\_

**Others:** Name: \_\_\_\_\_

Classification: \_\_\_\_\_

Name: \_\_\_\_\_

Classification: \_\_\_\_\_

Name: \_\_\_\_\_

Classification: \_\_\_\_\_

Name: \_\_\_\_\_

Classification: \_\_\_\_\_

**EXHIBIT F**

**Contract No. I-20-4717**

**Orion Engineers, LLC**

**SCOPE OF SERVICES**

Construction Inspection Services in support of the Construction Management Services for Elgin O'Hare Western Access, I-294 to I-90 - Devon Ave to Pratt Blvd. These services shall conform to the Illinois State Toll Highway Authority's (Tollway) Construction Manager's Manual in effect as of this date and current Practices.

**EXHIBIT G**

**Contract No. I-20-4717**

**Orion Engineers, LLC**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
RR-15-9976R	Traffic Engineer	\$304,350.00	\$98,876.17	12/31/2020
RR-15-9975R	Consulting Engineer	\$953,245.60	\$368,491.25	12/31/2021
RR-16-4278	Systemwide CUR	\$100,000.00	\$20,070.12	12/31/2020
I-17-4296	Tri-State Reconstruction, Design	\$437,462.05	\$36,060.89	12/31/2020
I-17-4298	Tri-State Reconstruction, Design	\$313,538.80	\$40,315.44	12/31/2020
I-17-4304	Tri-State Tollway, DUR	\$150,213.20	\$394.36	8/31/2020
I-17-4311	Tri-State Geotechnical Upon Request	\$500,000.00	\$207,916.75	12/31/2021
RR-18-4383	Tri-State Tollway, Phase I Upon Request	\$250,000.00	\$227,877.87	12/31/2020
RR-18-9016	Systemwide CUR, Non-Roadway	\$125,000.00	\$101,924.56	12/31/2020
I-18-4411	Mile Long Bridge CM	\$602,963.22	\$602,963.22	5/1/2023
I-18-4415	Utility Location Upon Request	\$30,000.00	\$30,000.00	2/1/2022
I-18-4420	I-294 and I-57 CM	\$550,617.00	\$529,929.82	8/1/2023
I-18-4700	EOWA Design Corridor Manager (DCM)	\$590,000.00	\$510,597.53	12/31/2022
RR-18-4382	Stearns School Rd Bridge CM	\$98,022.00	\$98,022.00	11/30/2021
I-17-4681R	EOWA I-490 at IL 19 Interchange CM	\$910,000.00	\$813,605.79	6/30/2022
I-19-4463	Tri-State Tollway, CUR	\$375,000.00	\$345,459.90	12/31/2022
I-17-4297	Tri-State Reconstruction, Design	\$129,415.12	\$4,858.69	7/31/2020
I-19-4709	EOWA I-490 at I-90 Interchange CM	\$415,966.40	\$415,966.40	8/31/2022
I-19-4711	EOWA I-490, I-294 to Franklin Ave CM	\$75,000.00	\$75,000.00	9/30/2020
I-19-4478	Tri-State Recon St. Charles to North CM	\$775,000.00	\$775,000.00	12/31/2024
RR-19-4480	Geotechnical Upon Request	\$150,000.00	\$150,000.00	4/30/2024
MO-19-1280	Systemwide Culvert Cross-Sections	\$10,476.39	\$10,476.39	TBD
I-20-4718	EOWA, DUR	\$300,000.00	\$300,000.00	TBD
I-20-4531	Tri-State Tollway, CUR (ITS Services)	TBD	TBD	TBD
RR-20-4524	Systemwide, DUR	\$125,000.00	\$125,000.00	TBD



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):**



# Contract Information Sheet

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

Consultant Name: OSEH Inc.

Contract Number: I-20-4717

Proposal Date: 7/29/2020

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 Number: I-20-4717

Consultant: OSEH Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

**Grand Total Exhibit A Hours** 2300

TASK	MONTHS of YEAR 2022												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Construction Inspector					120	160	200	160	200	160	30		1030
<b>TOTALS</b>					120	160	200	160	200	160	30		1030







# 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
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Telephone Usage	Actual Cost (Traffic System Monitoring Only)
Web Site	Actual Cost
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Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
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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-20-4717

Consultant: OSEH Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** \_\_\_\_\_

**Project Manager:** \_\_\_\_\_

**Project Engineer:** \_\_\_\_\_

**Resident Engineer:** \_\_\_\_\_

**Documentation Engineer:** \_\_\_\_\_

**Project Civil Engineer:** \_\_\_\_\_

**Project Structural Engineer:** \_\_\_\_\_

**Project Drainage Engineer:** \_\_\_\_\_

**Senior Engineer:** \_\_\_\_\_

**Others:** Name: \_\_\_\_\_

Classification: \_\_\_\_\_

Name: \_\_\_\_\_

Classification: \_\_\_\_\_

Name: \_\_\_\_\_

Classification: \_\_\_\_\_

Name: \_\_\_\_\_

Classification: \_\_\_\_\_

**EXHIBIT F**

**Contract No. I-20-4717**

**OSEH Inc.**

**SCOPE OF SERVICES**

Phase III engineering services are required for the construction inspection, and supervision for the construction of new mainline lanes for the Elgin O'Hare Western Access between Devon Avenue and Pratt Boulevard in Cook County, Illinois.

The Consultant will perform on-site inspection, review layout of contract including design changes, prepare records, maintain documentation, and submit pay estimates and change orders and any other duties requiring the services of an engineer to complete projects on a timely basis and in accordance with Tollway specifications. The Consultant must complete and submit final measurements, calculations and final contract documents to the Tollway no later than six (6) weeks after completion of Punch List for the project. The Consultant must have MicroStation capabilities. All final documents shall be submitted in hard copy and electronic format and follow the CADD Standards Manual. All CADD file documents shall be required to contain all record drawing modifications.

**Subconsultant Services:**

The Subconsultant will support the Consultant by performing on-site inspection, prepare records, maintain documentation and any other duties as directed by the Consultant on a timely basis and in accordance with Tollway specifications. The Subconsultant services shall be in accordance with the articles contained in the Authority's CM Manual, latest edition, and all applicable Tollway Criteria, Manuals and Bulletins.

**EXHIBIT G**

**Contract No. I-20-4717**

**OSEH Inc.**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
RR-18-4383	Maintenance of Traffic Studies	\$150,000.00	\$143,341.00	6/30/2023
I-18-4361	EOWA Extension - Signing/Striping Plan	\$110,281.00	\$98,196.00	5/31/2021
I-18-4434	Construction Inspection Upon Request - Reagan Memorial Tollway (I-88)	\$250,000.00	\$87,538.00	12/31/2020
I-18-4380	Construction Inspection - Centra Tri State (I-294)	\$198,605.44	\$198,605.44	12/31/2022
I-19-4469	US 20 Bridge over Jane Addams Memorial Tollway	\$180,000.00	\$180,000.00	8/30/2021
P-20-002-20	Program Manager Chicago to Rockford	\$150,000.00	\$150,000.00	Ongoing
P-91-001-20	Various Phase I Studies	\$120,000.00	\$107,918.00	6/1/2022
D-91-312-20	Barrington Road Phase II Engineering	TBD	TBD	TBD
70604	Lead Tunnel/Lead Civil	\$68,992.00	\$45,683.00	10/1/2020
9FC1023262	CTA Red Line Extension	\$279,077.00	\$279,077.00	6/30/2022
1855-17459	E Plainfield Road Phase I Design	\$18,669.00	\$18,669.00	10/30/2021
P-91-028-20	IL 120 Phase I Design	TBD	TBD	TBD
P-92-058-18	IL 78 over Rock River	\$19,262.00	\$19,262.00	2/28/2022
980292	On-Call Aviation Planning Consulting	TBD	TBD	TBD
D-91-443-20	Various Phase II Preservation Projects	\$200,000.00	\$200,000.00	8/31/2024
I-19-4708	Elgin O'Hare Western Access, I-294	\$665,000.00	\$665,000.00	11/30/2023
V-91-015-20	Various Phase III Inspection Projects	TBD	TBD	TBD

**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)**

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

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

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

<b>TOTAL Non-DBE/MBE/WBE Subconsultants:</b>	<b>\$</b>	<hr/> -
<b>TOTAL Additional Services Non-DBE/MBE/WBE Subconsultants:</b>	<b>\$</b>	<hr/> -
<b>TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants:</b>	<b>\$</b>	<hr/> -

# Contract Information Sheet

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

Consultant Name: RS&H, Inc.

Contract Number: I-20-4717

Proposal Date: 7/29/2020

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

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# ALLOWABLE DIRECT COSTS

09.12.2018

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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
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Overtime	Premium portion
Shift Differential	Actual cost (based on firm's policy)
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Copies of Deliverables	Actual Cost
Specific Insurance – required for project	Actual Cost
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Monuments – Permanent	Actual Cost
Advertisements	Actual Cost
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Telephone Usage	Actual Cost (Traffic System Monitoring Only)
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## **ALLOWABLE DIRECT COSTS**

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- 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) –  
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### 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-20-4717

Consultant: RS&H, Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** \_\_\_\_\_

**Project Manager:** \_\_\_\_\_

**Project Engineer:** \_\_\_\_\_

**Resident Engineer:** \_\_\_\_\_

**Documentation Engineer:** \_\_\_\_\_

**Project Civil Engineer:** \_\_\_\_\_

**Project Structural Engineer:** \_\_\_\_\_

**Project Drainage Engineer:** \_\_\_\_\_

**Senior Engineer:** \_\_\_\_\_

**Others:** Name: \_\_\_\_\_

Classification: \_\_\_\_\_

Name: \_\_\_\_\_

Classification: \_\_\_\_\_

Name: \_\_\_\_\_

Classification: \_\_\_\_\_

Name: \_\_\_\_\_

Classification: \_\_\_\_\_

**EXHIBIT F**

**Contract No. I-20-4717**

**RS&H, Inc.**

**SCOPE OF SERVICES**

Construction Phase services as needed to the upper limit of compensation. Any services provided above the upper limit of compensation will require a supplemental agreement. This scope items includes DSE construction

**EXHIBIT G**

**Contract No. I-20-4717**

**RS&H, Inc.**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
490 I-17-467	Road/Bridge Construction	\$5,294,593.42	\$706,000.00	6/1/2021
20 D-92-103	Phase II PS&H Road and Bridge Construction	\$791,274.00	\$85,000.00	11/1/2020
20 D-92-073	Phase II PS&H Road and Bridge Construction	\$698,376.00	\$46,581.00	6/1/2021
53 P-91-014	IL 53 Phase 1 Study	\$933,390.00	\$364,518.00	11/1/2021
1 St D-91-215	47th Street Phase II - Road Reconstruction	\$169,377.00	\$125,135.00	1/1/2021
ar 19-00154-	Phase I study, Laraway to Francis	\$1,779,226.00	\$1,354,000.00	6/1/2022
orth 13-00055	Wadsworth and Lewis Phase II PS&E Study	\$349,475.00	\$34,000.00	6/1/2021
Rand Road	Rand Road Phase II - Roadway and Bridge Reconstruction	\$1,294,846.00	\$164,500.00	6/1/2021



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

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

\*\* 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)**

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

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

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

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

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

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

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

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

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

<b>10</b>	_____		
	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: \$ \_\_\_\_\_ -**