11/29/18

6.4/9

RESOLUTION NO. 21694

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Intelligent Transportation Systems (ITS) Services Upon Request, Systemwide on Contract No. RR-18-9210.

SRF Consulting Group, Inc./Singh & Associates, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed $4,000,000.00. The proposal is for construction related professional services and the services were procured pursuant to 30 ILCS 500/30-15(c) of the Illinois Procurement Code.

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with SRF Consulting Group, Inc./Singh & Associates, Inc., to obtain Intelligent Transportation Systems (ITS) Services Upon Request, for Contract No. RR-18-9210 with an upper limit of compensation not to exceed $4,000,000.00, subject to review and approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: [redacted]

Chairman

1.4.9 Item 9. RR-18-9210, Intelligent Transportation Systems (ITS) Services Upon Request

This project has a 26.0% D/M/WBE participation goal and 3.0% VOS/SDVOSBE participation goal.

Phase I/II and III engineering services are required for preparation of Design Studies; preparation of plans, specifications and cost estimates and other technical services; and the construction inspection, supervision and potential equipment testing at selected locations on the Tollway System for various projects. Other work tasks may include, but not limited to, constructability reviews of contract plans, material and equipment approval, and review quality control field data as directed by the Tollway. This could include attending factory acceptance testing for equipment.

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

1. Traffic Operation Analysis and video wall upgrade of the Traffic Operation Center.
2. Special Studies: ATM operations, CCTV coverage and 3-D analysis, connected vehicles, autonomous vehicles, connect vehicle to infrastructure (CVi), policies and feasibilities studies.
3. Design- DMS upgrades, CCTV gap analysis and Way-in-Motion upgrades, other ITS devices.
4. Design Review.
5. Field Verification- construction support for ongoing ITS Unit projects
6. Review ITS needs due to new and/or improvement projects.
7. ITS planning, design, and construction (including communication and power networks).
8. On call and as- needed work related to the Tollway ITS system.

The upper limit of compensation will be set at $4,000,000 to be authorized for use as individual projects are needed. The prime firm will be required to perform a minimum of 35% of the work. This contract is subject to available funding.

Quality Assurance (QA) oversight and Contractor's Quality Control (QC) by the same Consultant or one of their subconsultants on the same project or on material coming in from the same vendor are prohibited. At the negotiation meeting, the prime Consultant and the subconsultant(s) will disclose all previous involvement in the Tollway as well as current relationships with contractors.

The Consultant will perform on-site inspection, review layout of contract including design changes, prepare records, maintain documentation, submit pay estimates and change orders and any other duties requiring the services of an engineer to complete this project on a timely basis and in accordance with Tollway specifications. The Consultant may be required to review and make comments on Pre-Final Design Plans submitted to the Tollway for constructability. The individuals who would be assigned this responsibility should be specified. 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.

Firm must be prequalified by IDOT in the following categories:

Special Studies (Traffic Signals)
Structures (Highway: Simple)
Special Transportation Studies (Mass Transit)
Special Studies (Safety)
Special Services (Mechanical Engineering)
Highways (Freeways)
Special Services (Construction Inspection)

In addition, the prime firm, or their subconsultant, must demonstrate a minimum of five (5) years' experience in Intelligent Transportation Systems (ITS) as related to transportation projects.

The Tollway <u>prefers</u> that the prime firm, or their subconsultant, provide a project team with the following positions:

-
- The person who is a Certified Electronics Technician with a minimum of 2 years hands-on experience with telecommunications or traffic based equipment.
- The person who is a Certified Professional Traffic Operations Engineer (P.T.O.E) with seven (7) years of experience.
- The person who is a Communications Design Engineer, who has minimum 4 years training and experience in fiber optic (single mode (SM) and multi-mode (MM)) data communications, local and wide area network design, fundamentals of digital communication packet switching and routing, wireless communication technologies (radio, cellular, wifi, blue tooth, etc.) and has experience specifying communication equipment and writing communication system testing procedures.

The Tollway will allow a prime firm to meet the prequalifications for Structures (Highway: Simple), Special Transportation Studies (Mass Transit), Special Studies (Safety), Special Services (Mechanical Engineering), and Special Services (Construction Inspection) through a subconsultant.

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

- The person who will assume duties as Project Manager for all aspects of the work documents (must be an Illinois Licensed Professional Engineer).
- The person who will perform the duties of the Project Engineer, that individual in charge who is directly involved in the development of the contract documents (must be an Illinois Licensed Professional Engineer).
- The person who will be responsible for roadway design related issues (must be an Illinois Licensed Professional Engineer).
- The person who will be responsible for mechanical design related issues (must be an Illinois Licensed Professional Engineer).
- The Resident Engineer.
- The Equipment Coordinator / Inspector.
- 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 Project Controls Engineer.

Note: The Resident Engineer does not need to be an Illinois Licensed Professional Engineer if they report to a Project Manager who is an Illinois Licensed Professional Engineer.
Schedule: This project is scheduled to start in 2019.

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

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

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

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

Contract Amount: 4,000,000.00

Start Date: 01/01/2019

Substantial Completion Date: 12/31/2021

Expiration Date: 12/31/2026

Thank you.

Terri
Terri Smith
Document Control Manager
Illinois Tollway
2700 Ogden Avenue
Downers Grove, IL 60515
630-241-6800 ext. 3311

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Illinois Tollway

December 31, 2018

Mr. Erik Minge, PE
Principal
SRF Consulting
1 Carlson Parkway North, Suite 150
Minneapolis, MN 55447-4453

RE: Contract RR-18-9210
Intelligent Transportation Systems (ITS) Services Upon Request
On-call and as-needed Intelligent Transportation System services
Key Personnel Change

Dear Mr. Minge:

The Illinois Tollway has reviewed and approves your request to change the following Key Personnel Position: Project Manager. As requested in your December 7, 2018 correspondence, Mr. Erik Minge will replace Mr. Brian Scott who is currently on medical leave. This change will not impact your upper limit of compensation.

Thank you for complying with Tollway Requirements in regards to this request, and please be mindful to provide similar requests when there is need to change a Tollway designated Key Personnel position. If you have any questions or need additional clarification, please contact Anthony Aladham, project manager at 630/241-6800, ext. 4234.

Sincerely,

[redacted]

Paul D. Kovacs, P.E.
Chief Engineering Officer

PDK/lh

cc: Greg Stukel, Anthony Aladham, Janice Strong, Kristen Hamilton, Accounts Payable

File: 02-9210-01-07
LT_Tollway_PDK_9210-KeyPersonnelChangeApproval_12312018

SRF

SRF No. 12017.PP

December 7, 2018

Mr. Paul Kovacs, PE
Chief Engineer
Illinois Tollway
2700 Ogden Avenue
Downers Grove, IL 60515

Subject: Change in Project Manager – ITS Services Upon Request (RR-18-9210)
Attention: Anthony Aladham, PE, Project Manager

Dear Mr. Kovacs:

We are contacting you regarding the SRF/SINGH team member assigned as Project Manager for RR-18-9210, Intelligent Transportation Systems (ITS) Services Upon Request. The individual identified in the proposal, Brian Scott, is currently on medical leave. We propose replacing Brian with Erik Minge. Enclosed is Erik's resume and an updated organization chart that indicates this change.

Please let us know if you have any questions.

Sincerely,

SRF CONSULTING GROUP, INC.

[redacted]

Erik Minge, PE
Principal

EM/ko

Attachment – Erik Minge Resume, Revised Organization Chart

cc: Mike Wicks, DPM

S:\Marketing\Proposals\2018 Proposals\12017_Illinois Tollway ITS On Call\Contract Prep\SRF\Change in Project Manager.docx

Erik Minge, PE
Principal – Intelligent Transportation Systems

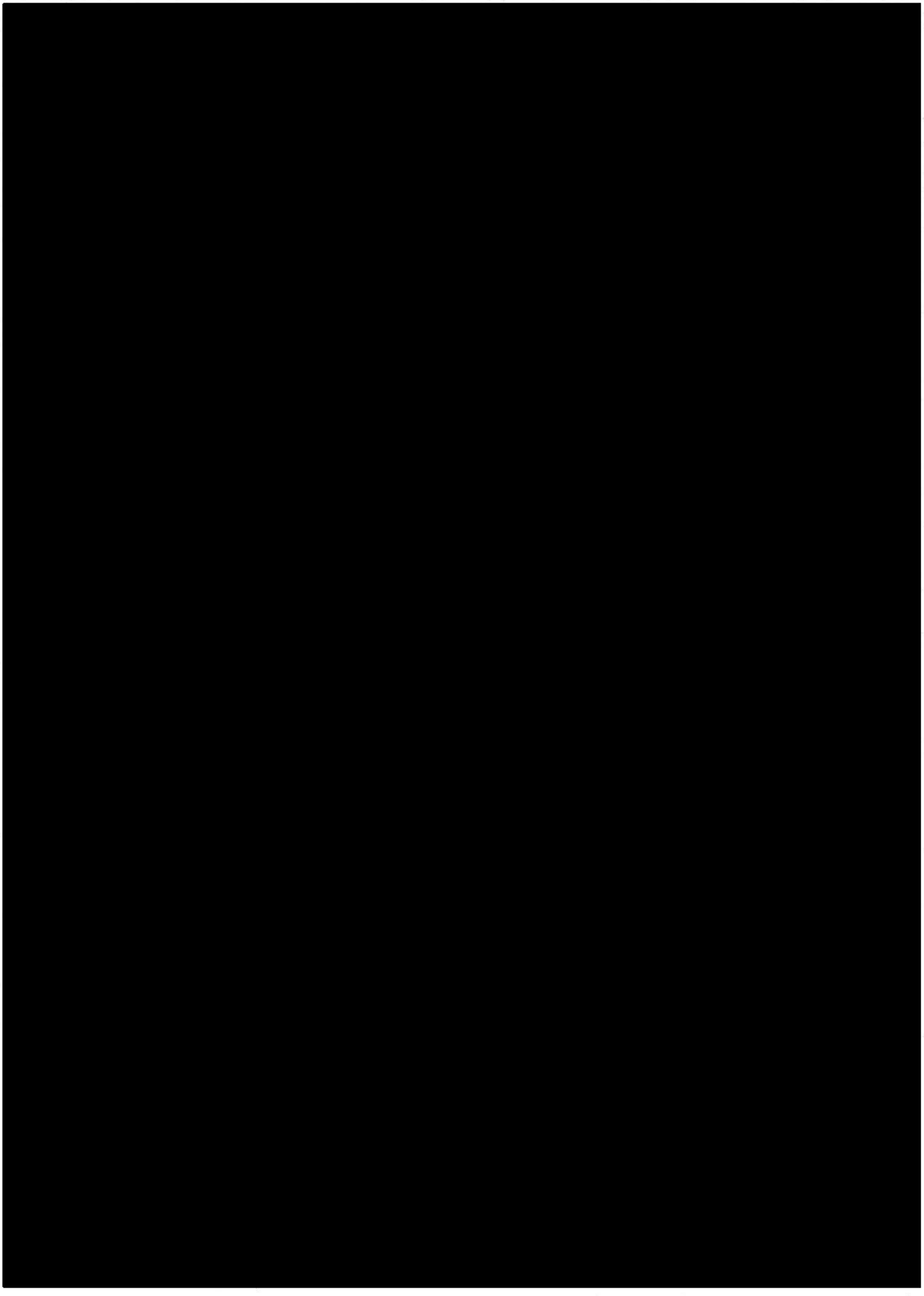
[redacted]

SRF

Erik Minge, PE
Principal – Intelligent Transportation Systems

[redacted]

SRF



Illinois Tollway

January 14, 2019

Ms. Harvind Kaur Singh
Executive Vice President
Singh & Associates, Inc.
230 W. Monroe, Suite 1400
Chicago, Illinois 60606

Re: Contract RR-18-9210
Intelligent Transportation Systems (ITS) Services Upon Request
On-call and as-needed Intelligent Transportation System Services
Key Personnel Update

Dear Ms. Singh:

The Tollway has reviewed your attached letter dated January 7, 2019 requesting the following staff changes that are proposed below:

- Senior Mechanical Engineer – Ms. Marian (Maggie) Moninski, P.E. replaces Mr. Nicholas Malik

It is noted that the request for key personnel changes will have no impact on the Upper Limit of Compensation, and is hereby approved.

Thank you for complying with Tollway Requirements in regards to this request, and please be mindful to provide similar requests when there is need to change a Tollway designated Key Personnel position.

Sincerely,

[redacted]

Paul D. Kovacs, P.E.
Chief Engineering Officer

PDK/kn

cc: Pete Foernssler, Anthony Aladham, Janice Strong, Kristen Hamilton, Accounts Payable

File: 02-9210-01-07
LT_Tollway_PDK_9210-KeyPersonnelChanges_01142019

SINGH

SINGH + ASSOCIATES, INC.
CONSULTING ENGINEERS

January 7, 2019

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

Subject: **SINGH Staff Additions Contract RR-18-9210**

Dear Mr. Kovacs:

This letter is to request approval of staff addition to our Contract RR-18-9210. Attached is the resume for Ms. Maggie Moninksi, PE our Senior Mechanical Engineer. Ms. Moninski, PE will take the place of Mr. Malik on our teams organization chart. She is equally qualified and can provide the same level of technical experience.

If you have any further questions regarding the new personnel please call me any time at 312.629.0240 or on my cell phone 847.770.1829.

Sincerely,
SINGH & ASSOCIATES, INC.

[redacted]

Harvind Kaur Singh
Executive Vice President

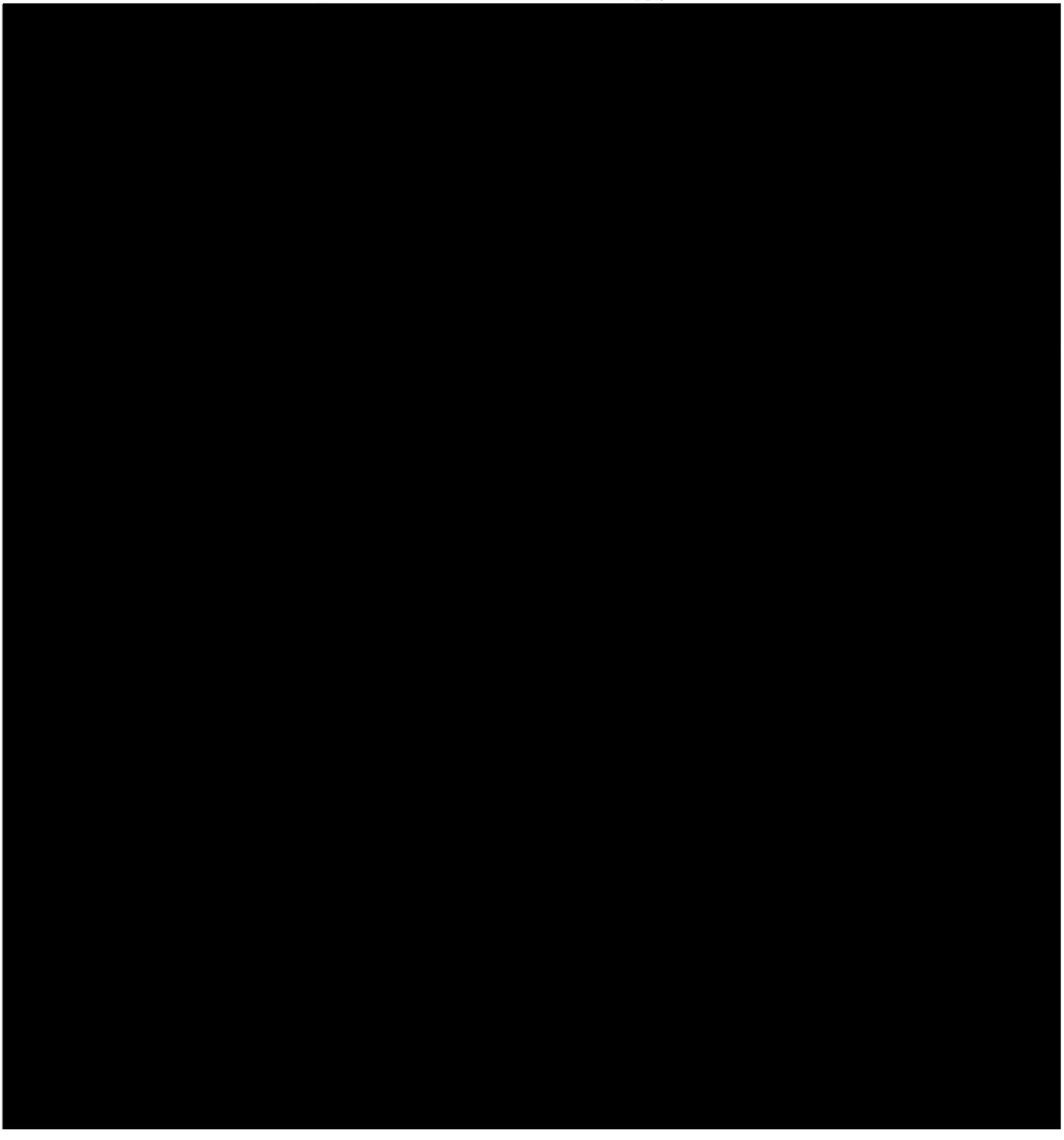
Cc: SRF, Anthony Aladham, File

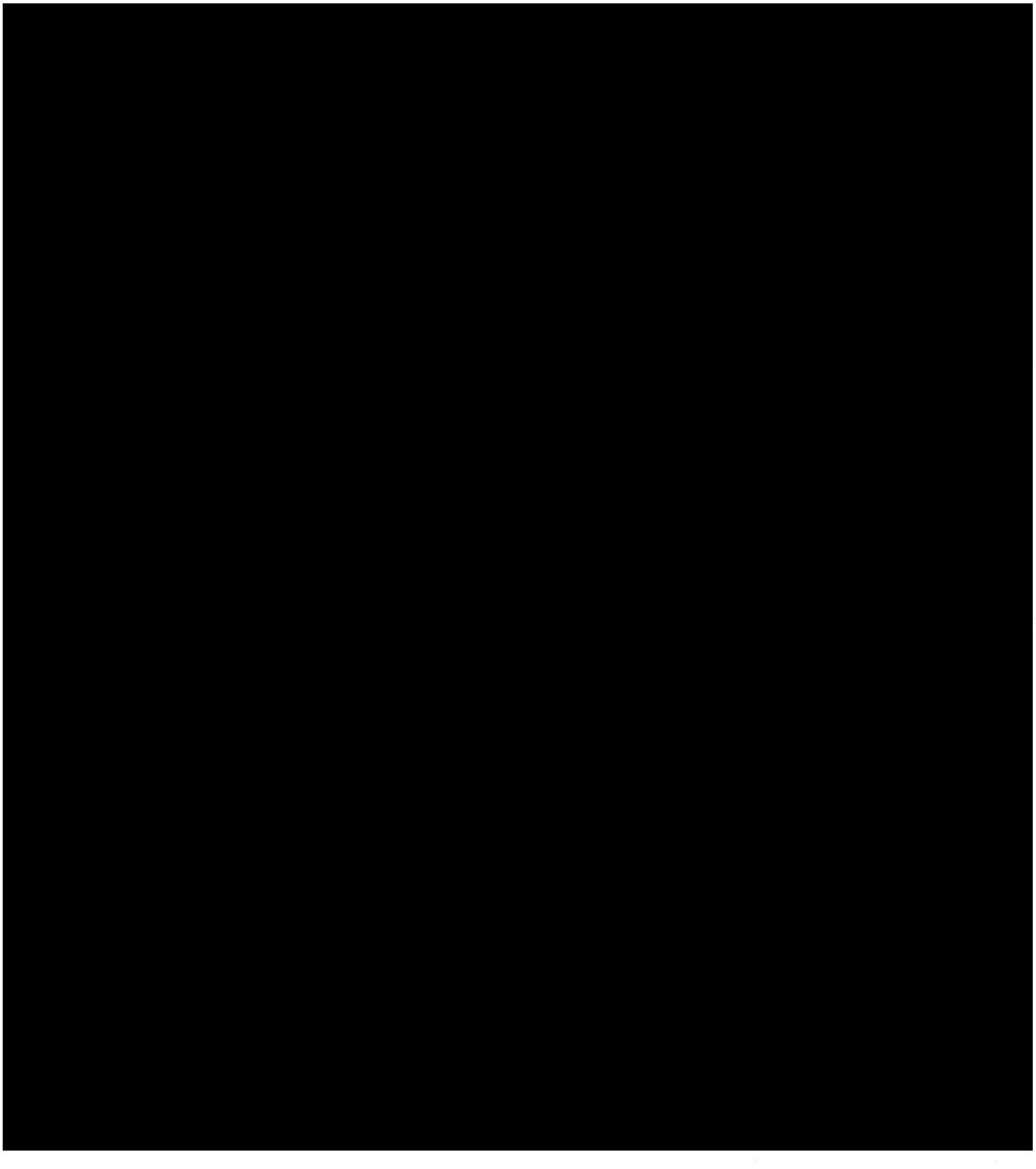
230 W. Monroe, Suite 1400
Chicago, Illinois 60606
t: 312.629.0240 f: 312.629.8449
www.singhinc.com

S:NGH

MARIAN (MAGGIE) MONINSKI, PE, LEED AP BD+C

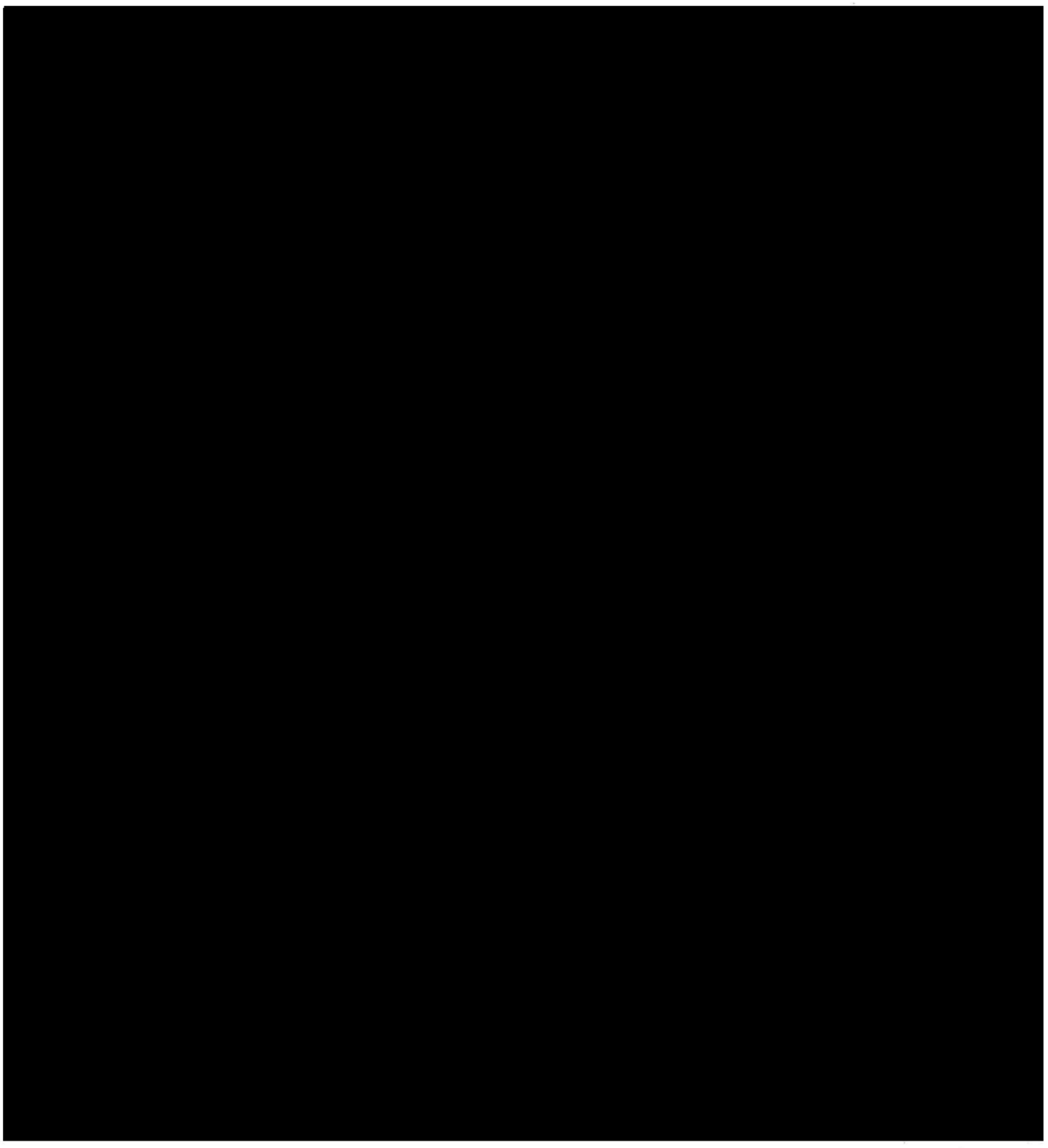
SENIOR MECHANICAL ENGINEER





SINGH

MAGGIE MONINSKI, PE, LEED AP BD+C



(Lead) Prime Consultant Firm Name RR-18-9210	Sub - Firm Legal Name	FEIN Number	% of Work to be Completed by Sub Consultant	Project Manager Name	Contact eMail	Role of Sub Consultant	Male or Female	Multiple Owners	ESOP	Ethnicity	DBE?	DBE (Disadvantaged Business Enterprise) Program	Veteran Status	P4G	P4G Partner	Item # 18-3
Process Document: SOIR2 #00145 - SOI_SRFSIN_TM_PSB18-3-SRFConsultingGroup-Item9_08292018																
SRFGRP	GSG Consultants, Inc.	[redacted]	2.00	Ala Sassila, PhD, P.E.	asassila@gsg-consultants.com	Geotechnical Engineering	Male	Yes	No	Hispanic	DBE	IL UCP - Chicago Transit Authority (CTA)	N/A	No	No	Item 9: RR-18-9210, Intelligent Transportation Systems (ITS) Services Upon Request
SRFGRP	Juneau Associates, Inc. P.C.		3.00	John Naughton	jnaughton@jaipc.com	Construction Inspection	Male	Yes	No	Caucasian	N/A	N/A	VOSB	No	No	Item 9: RR-18-9210, Intelligent Transportation Systems (ITS) Services Upon Request
SRFGRP	ITS Engineering, Ltd.		5.00	Darryl Dawson	ddawson@itsengineering-ltd.com	ITS Technology/CAV Support	Male	No	No	African American	DBE	IL UCP - Chicago Transit Authority (CTA)	N/A	No	No	Item 9: RR-18-9210, Intelligent Transportation Systems (ITS) Services Upon Request
SRFGRP	Michael Baker International, Inc.		10.00	Matthew Smith	matthew.smith@mbakerintl.com	CAV Expertise	Male	No	No	Caucasian	N/A	N/A	N/A	No	No	Item 9: RR-18-9210, Intelligent Transportation Systems (ITS) Services Upon Request
SRFGRP	EJM Engineering, Inc. DBA TranSmart/EJM Corporation		15.00	Austin Provost	aprovost@transmartinc.com	Certified Electronic Technician, Mass Transit, CAV Expertise, Structures	Female	No	No	Asian Pacific	DBE	IL UCP - City of Chicago	N/A	No	No	Item 9: RR-18-9210, Intelligent Transportation Systems (ITS) Services Upon Request
SRFGRP	SRFSIN_TM (Singh & Associates, Inc.)		20.00	Harvind K. Singh	hkaur@singhinc.com	Roadway Design, Mechanical Design, Resident Engineer	Male	No	No	Asian Indian	DBE	IL UCP - Illinois Department of Transportation (IDOT)	N/A	Yes	SRF	Item 9: RR-18-9210, Intelligent Transportation Systems (ITS) Services Upon Request

Contract: RR-18-9210

Prime: SRF Consulting Group, Inc./Singh & Associates, Inc.

Key Personnel

Please note classifications checked are the only ones needed per the PSB solicitation requirements.

Exhibit A – Proposed Staff

PSB 18-3

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

Project Manager (Items 1 thru 6, 9 thru 11)			
Name:	Brian Scott, PE		
Firm:	SRF Consulting Group, Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062.066505		
Year Registered:	2014	State:	IL
Office Address:	1 Carlson Parkway, Ste. 150		
City:	Minneapolis	State:	MN

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

Project Engineer (Items 3, 9, 10)			
Name:	Jacob Folkeringa, PE		
Firm:	SRF Consulting Group, Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062-070341		
Year Registered:	2018	State:	IL
Office Address:	1 Carlson Parkway, Suite 150		
City:	Minneapolis	State:	MN

Structural Design (Items 1, 2, 10, 11)			
Name:			
Firm:			
Category:	IL Licensed Structural Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Roadway Design Special Studies (Safety); Highways (Freeways)			
Name:	Lora Supencheck, PE		
Firm:	Singh & Associates, Inc		
Category:	IL Licensed Professional Engineer		
License #:	062-061307		
Year Registered:	2008	State:	IL
Office Address:	230 W. Monroe St., Ste. 1400		
City:	Chicago	State:	IL

Resident Engineer (Items 1, 2)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Materials Coordinator (Items 1 thru 6, 11)			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Document Technician (Items 1 thru 6, 9, 11)			
Name:	William Stahl		
Firm:	Juneau Associates, Inc., P.C.		
Category:	Documentation Certificate #16-11623		
License #:			
Year Registered:		State:	
Office Address:	555 W. Central Rd, Suite 101		
City:	Hoffman Estates	State:	IL

Exhibit A – Proposed Staff
PSB 18-3, continued

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

Materials QA Technician (Items 1 thru 6, 11)			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Resident Engineer (Items 4, 5, 6, 9, 11) Special Studies (Construction Inspection)			
Name:	Omar M. Alsharbini, PE		
Firm:	Singh & Associates, Inc		
Category:	IL Licensed Professional Engineer & Documentation Certification Number- IDOT class S-14		
License #:	062-060778 & 15-0582		
Year Registered:	2008	State:	IL
Office Address:	230 W. Monroe St., Ste. 1400		
City:	Chicago	State:	IL

Electrical Design (Item 3)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Mechanical Design (Items 3, 9) Special Studies (Mechanical Engineering)			
Name:	Nicholas Malik, PE		
Firm:	Singh & Associates, Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062-042034		
Year Registered:	1984	State:	IL
Office Address:	230 W. Monroe St., Ste. 1400		
City:	Chicago	State:	IL

Project Controls Engineer (Item 9)			
Name:	Curtis Sohn, PSP, PMP		
Firm:	SRF Consulting Group, Inc.		
Category:			
License #:			
Year Registered:		State:	
Office Address:	1 Carlson Parkway, Suite 150		

Equipment Coordinator/Inspector (Item 9)			
Name:	Syed Muneer		
Firm:	Juneau Associates, Inc., P.C.		
Category:			
License #:			
Year Registered:		State:	
Office Address:	555 W. Central Rd, Suite 101		

Deputy Project Manager			
Name:	Erik Minge, PE		
Firm:	SRF Consulting Group, Inc.		
Category:	IL Licensed Professional Engineer		
License #:	IL Endorsement Pending		
Year Registered:		State:	
Office Address:	1 Carlson Parkway, Suite 150		
City:	Minneapolis	State:	MN

ITS Technology/CAV Support			
Name:	Darryl Dawson, PE		
Firm:	ITS Engineering Ltd.		
Category:			
License #:			
Year Registered:		State:	
Office Address:	10 West 35th Street		
City:	Chicago	State:	IL

Resident Engineer (Support)			
Name:	John Naughton, PE		
Firm:	Juneau Associates, Inc., P.C.		
Category:	IL Licensed Professional Engineer		
License #:	062-049204		
Year Registered:	1994	State:	IL
Office Address:	555 W. Central Rd, Suite 101		
City:	Hoffman Estates	State:	IL

Roadway Design (Support)			
Name:	Chris Braband, PE		
Firm:	SRF Consulting Group, Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062-067114		
Year Registered:		State:	IL
Office Address:	1 Carlson Parkway, Suite 150		
City:	Minneapolis	State:	MN

Exhibit A – Proposed Staff
PSB 18-3, continued

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

Communications Design Engineer			
Name:	Mark Gallagher, AICP		
Firm:	SRF Consulting Group, Inc.		
Category:			
License #:			
Year Registered:		State:	
Office Address:	1 Carlson Parkway, Suite 150		
City:	Minneapolis	State:	MN

Survey			
Name:	J. Mark Carpenter		
Firm:	Juneau Associates, Inc., P.C.		
Category:	Professional Land Surveyor		
License #:	035-002883		
Year Registered:	1988	State:	IL
Office Address:	2100 State Street		
City:	Granite City	State:	IL

Connected/Autonomous Vehicle Expert			
Name:	Matt Smith, PE		
Firm:	Michael Baker		
Category:	Licensed Professional Engineer		
License #:	6201045676		
Year Registered:	1999	State:	MI
Office Address:	200 W. Adams St, Ste 2800		
City:	Chicago	State:	IL

Connected/Autonomous Vehicle Expert			
Name:	Scott Lee, PE		
Firm:	TranSmart/EJM		
Category:	IL Licensed Professional Engineer		
License #:	062-052103		
Year Registered:	1998	State:	IL
Office Address:	411 S. Wells Street, Ste 1000		
City:	Chicago	State:	IL

Special Studies (Mass Transit)			
Name:	Jim Gersema, PE		
Firm:	SRF Consulting Group, Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062.067245		
Year Registered:	2015	State:	IL
Office Address:	1 Carlson Parkway, Suite 150		
City:	Minneapolis	State:	MN

Special Studies (Mass Transit) Support			
Name:	Duana Love		
Firm:	TranSmart/EJM		
Category:	IL Licensed Professional Engineer		
License #:	062-051760		
1997	1997	State:	IL
Office Address:	411 S. Wells Street, Ste 1000		
Chicago	Chicago	State:	MN

Structures (Highway: Simple)			
Name:	Robert Peters, P.E. S.E.		
Firm:	TranSmart/EJM		
Category:	IL Licensed Structural Engineer		
License #:	081-004697		
Year Registered:	1988	State:	IL
Office Address:	411 S. Wells Street, Ste 1000		
City:	Chicago	State:	IL

Certified PTOE and Traffic Operations Special Studies (Traffic Signals)			
Name:	Jeff Knudson		
Firm:	SRF Consulting Group, Inc.		
Category:	IL Licensed Engineer & PTOE		
License #:	062-060483		
Year Registered:	2008	State:	IL
Office Address:	901 Deming Way, Suite 101		
City:	Madison	State:	WI

Certified Electrical Technician/Systems Engineer			
Name:	Joseph A. Malcolm, CCNA		
Firm:	TranSmart/EJM		
Category:			
License #:			
Year Registered:		State:	
Office Address:	411 S. Wells Street, Ste 1000		
City:	Chicago	State:	IL

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

Exhibit A – Proposed Staff
PSB 18-3, continued

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

Mentor/Protégé (Protégé)			
Name:	Eddie Choi		
Firm:	Singh & Associates		
Category:	IL Licensed Professional Engineer		
License #:	062-069424		
Year Registered:	2017	State:	IL
Office Address:	230 W. Monroe St., Ste. 1400		
City:	Chicago	State:	IL

Mentor/Protégé (Protégé)			
Name:	Stephen Gruberman		
Firm:	Singh & Associates		
Category:	Engineer Intern		
License #:	031-032130		
Year Registered:	2005	State:	
Office Address:	230 W. Monroe St., Ste. 1400		
City:	Chicago	State:	IL

Mentor/Protégé (Mentor) and CAV Expert			
Name:	Michael Janson		
Firm:	SRF Consulting Group, Inc.		
Category:			
License #:			
Year Registered:			
Office Address:	1 Carlson Parkway, Suite 150		
City:	Minneapolis	State:	MN

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

Exhibit A continued
Attach resumes for Key Project Personnel.

Management		Professionals		Technical Staff	
Total	6	Engineers	30	Technicians	5
		Land Surveyors	3	Draftsmen	5
		Architects	2	Survey Crew	8
		Others	5	Clerical	6
		Total	40	Other	0
				Total	24
				Total Projected Staff	70

Exhibit A – Proposed Staff **PSB# 18-3 Item# 9**

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

If **Yes**, provide completion date and/or number of months.
We will meet whatever completion date is requested for each work order.

If **No**, explain:

Vendor Information

RR-12-9210

CLOSE WINDOW

Print

Business & Contact Information

Business Name	**Juneau Associates, Inc., P.C.**
Owner	**Mr. CHARLES JUNEAU**
Address > Map This Address	**2100 State Street** **P.O. Box 1325** **Granite City, IL 62040**
Phone	**618-877-1400**
Fax	**618-452-5541**
Email	pbridges@jaipc.com
Website	http://www.jaipc.com
Ethnicity	**Caucasian**
Gender	**Male**
County	**Madison (IL)**

Certification Information

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

Commodity Codes

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

Additional Information

Region	**Southern Illinois**
Reciprocal Certification Agency	**CVE**

EXHIBIT F - Letter of Intent

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

Project Name: ITS Services Upon Request

Project/Solicitation Number: PSB 18-3, Item 9, RR-18-9210

Name of Prime Vendor: SRF Consulting Group, Inc.

VOSB Compliance Contact: Paul Martens, PE

Address: 1 Carlson Parkway North, Suite 150

City: Minneapolis State: Minnesota Zip Code: 55447

Telephone: 763.475.0010 Fax: 866.440.6364 Email: pmartens@srfconsulting.com

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

Address: 2100 State Street, P.O. Box 1325

VOSB Compliance Contact: Brian F. Kulick, P.E., P.L.S.

City: Granite City State: IL Zip Code: 62040

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

Type of agreement: ■ Services

Anticipated start date of the Certified VOSB Vendor: To be determined by work orders.

Proposed 3.00 % of Contract to be performed by the VOSB Vendor.

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

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

Document technician, equipment coordinator/inspection, construction inspection and surveying work (if required). Detailed information on the type of work will be determined when work orders are issued by the Tollway.

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

Vendor (Company Name and D/B/A): [redacted]

Signature

Print Name: Paul Martens

Title: Chief Financial Officer

Date: 8/21/2018

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

Signature

Print Name: Brian F. Kulick, P.E., P.L.S.

Title: Vice President

Date: 8/21/2018

RR-18-9210

Vendor Information

CLOSE WINDOW

Print

Business & Contact Information

Business Name	**SINGH & ASSOCIATES, INC.**
Owner	**Mr Sadhu Rikhiraj**
Address > Map This Address	**230 W MONROE ST STE 1400** **CHICAGO, IL 60606-4802**
Phone	**312-629-0240**
Fax	**312-629-8449**
Email	singh@singhinc.com

Certification Information

Certifying Agency	**Cook County**
Certification Type	**MBE - Minority Business Enterprise**
Certification Date	**1/23/2018**
Renewal Date	**1/23/2019**
Expiration Date	**1/23/2020**
Certified Business Description	**Licensed Professional Services: Design & Construction Engineering Services**

Commodity Codes

Code	Description
NAICS 541330	Construction engineering services
NAICS 541330	Engineering design services
NAICS 541330	Engineering services

Additional Information

RR-18-9210

Unified Certification Program - Search

Contractor Details

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

Print

EJM Engineering, Inc.
Jing (Connie) Li
411 S. Wells St., STE 1000
Chicago, IL 60607-3927

Email: cli@ejmengineering.com
Phone: 312-922-1700
Fax: 312-922-3311

County: Cook

Categories: Professional

NAICS	Speciality
541330 - Engineering services	NAICS 541330 Engineering Services NAICS 541614 Transportation Management Consulting Services
541614 - Transportation management consulting services	

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RR-18-9210

Unified Certification Program - Search

Contractor Details

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

Print

GSG Consultants, Inc.
Guillermo Garcia
855 W. Adams, Suite 200
Chicago, IL 60607-0000

County: Cook

Email: ggarcia@gsg-consultants.com

Phone: 312-733-6262

Fax: 312-733-5612

Categories: Construction, Professional

NAICS	Speciality
238910-Site Preparation Contractors 541330-Engineering services 541620-Environmental consulting services 541690-Other Scientific and Technical Consulting Services	541620-Environmental Consulting 541330-Engineering Services 541690-Other Scientific and Technical Consulting Services 238910-Site Preparation Contractors

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GSG Consultants

RR-18-9210

NAICS	Speciality
236220 - Construction management, commercial and institutional building	236220 Construction management, commercial and institutional building
237130 - Construction management, power and communication transmission line	237130 Construction management, power and communication transmission line 237310 Construction management, highway, road, street and bridge 237990 Construction management, mass transit 541330 Civil engineering services 541330 Engineering design services 541330 Engineering services 541370 Surveying and mapping services (except geophysical) 541611 Administrative Management and General Management Consulting Services
237310 - Construction management, highway, road, street and bridge	
237990 - Construction management, mass transit	
541330 - Civil engineering services	
541330 - Engineering design services	
541330 - Engineering services	
541370 - Surveying and mapping services (except geophysical)	
541611 - Administrative Management and General Management Consulting Services	

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RR-18-9210

Unified Certification Program - Search

Contractor Details

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

Print

ITS Engineering, Ltd.
Darryl Dawson
6 The Court of North
Corner
Northbrook, IL 60062-
0000

County: Cook

Email: ddawson@itsengineering-ltd.com

Phone: 312-731-9030

Fax:

Categories: Professional

NAICS	Speciality
541330-Engineering services	541330: Electrical engineering services
541614-Process, Physical Distribution, and Logistics Consulting Services	Engineering consulting services
	Engineering design services
	Traffic engineering consulting services
	541614: Efficiency management consulting services
	Operations research consulting services
	Transportation management consulting services

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EXHIBIT E - DBE

PARTNERING FOR GROWTH PROGRAM

FOR

DISADVANTAGED BUSINESS ENTERPRISES (DBEs)

PSB: 18-3 **ITEM:** 9

MEMORANDUM OF UNDERSTANDING

BETWEEN:

THE MENTOR:	FIRM NAME ADDRESS	A N D	THE PROTÉGÉ:	FIRM NAME ADDRESS
SRF Consulting Group	1 Carlson Parkway North, Ste. 150, Minneapolis, MN 55447		Singh & Associates	230 W. Monroe, Ste.1400, Chicago, IL 60606

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) ___%

        Scope:

        _____

      - Work not applicable to prequalification category(ies) 10 %

        Scope:
        CAV Studies & Technology; CVi Studies & Technology, ATM Operations, Advanced ITS Studies, Design & Technology

        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 10.00 %

     Note: Protégé participation in this area is optional

3. **Total participation by the Protégé (Sum of 1. and 2.)** 20.00 %

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

The future of transportation and infrastructure will inevitably include advanced Intelligent Transportation Systems (ITS) technologies. The study, policy development, planning, design and implementation of ITS will be crucial skills for firms involved in the transportation and infrastructure markets.While SINGH has experience in the design of ITS infrastructure and devices with the Tollway, the firm is seeking to expand their technical capabilities within the field of Intelligent Transportation Systems Studies & Design. SINGH's engineers have a solid base of knowledge upon which to build a greater understanding of emerging ITS technologies including Active Traffic Management (ATM), Connected Automated Vehicles (CAV), and Connected Vehicle to Infrastructure (CVi), systems studies, planning, design and implementation.

As a DBE firm, SINGH will need to gain practical ITS experience to increase firm capacity in order to become a self-sufficient, competitive, and profitable consultant in the Intelligent Transportation Systems services sector.

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

SRF has the knowledge and skills to mentor SINGH on advanced Intelligent Transportation Systems studies, planning, design, and implementation. SRF is prepared to provide SINGH the scope of work and guidance required to obtain practical experience in the field of ATM, CAV, and CVi as the opportunities allow under the ITS Services Upon Request task orders.

SINGH's identified engineers (Eddie Choi, PE and Stephen Gruberman, EI) will be mentored by SRF's CAV Lead, Michael Janson:

Michael will involve the designated SINGH staff in project activities that support knowledge transfer, including monthly ITS project status meetings (in-person and/or virtual); bi-monthly Transportation Technology Trends webinars; and quarterly training sessions w/SRF experts on emerging technologies and/or case studies. In addition, SRF will guide SINGH staff as they complete project tasks in these ITS areas.

III. MENTOR EXPERIENCE WITH THE PROGRAM

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

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

Areas of Assistance:

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

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

Date	Contract #	Description of Scope
6/28/18	RR-18-9008	Systemwide, Design Upon Request, Non-Roadway
5/28/15	RR-14-5403	Systemwide, Design Upon Request
9/10/12	I-12-4041	EOWA Lively/Supreme (Teaming: Patrick/Civiltech/SINGH)

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

Contract #	Protégé Award $	Mentored by	Area of Assistance
RR-14-4224	$367,000	Jacobs	Toll Road Innovation partners "University-based approach" for technical and business fuctions

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

Contract #	Protégé Award $	Mentored by	Area of Assistance

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

PTB No/Item	Protégé Award $	Mentored by	Area of Assistance

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.

[redacted]

SIGNATURE (Mentor Representative)

August 27, 2018

(Date)

[redacted]

SIGNATURE (Protege Representative)

August 27, 2018

(Date)

RR-18-9210

OFFICE OF THE ILLINOIS SECRETARY OF STATE

JESSE WHITE
SECRETARY OF STATE

CORPORATION FILE DETAIL REPORT

File Number	64986546		
Entity Name	SRF CONSULTING GROUP, INC.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	FOREIGN BCA
Qualification Date (Foreign)	06/12/2006	State	MINNESOTA
Agent Name	C T CORPORATION SYSTEM	Agent Change Date	06/12/2006
Agent Street Address	208 SO LASALLE ST, SUITE 814	President Name & Address	DAVE MONTEBELLO 1 CARLSON PKWY #150 PLYMOUTH MN 55447
Agent City	CHICAGO	Secretary Name & Address	MARIE K COTE 1 CARLSON PKWY #150 PLYMOUTH MN 55447
Agent Zip	60604	Duration Date	PERPETUAL
Annual Report Filing Date	05/08/2018	For Year	2018

Return to the Search Screen

Purchase Certificate of Good Standing

(One Certificate per Transaction)

BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE

RR-18-9210

OFFICE OF THE ILLINOIS SECRETARY OF STATE

JESSE WHITE
SECRETARY OF STATE

CORPORATION FILE DETAIL REPORT

File Number	54806876		
Entity Name	SINGH & ASSOCIATES INC.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	09/21/1987	State	ILLINOIS
Agent Name	SADHU SINGH RIKHIRAJ	Agent Change Date	05/08/2014
Agent Street Address	2214 FARNSWORTH LN	President Name & Address	SADHU SINGH RIKHIRAJ 2214 FARNSWORTH LN NORTHBROOK IL 60062
Agent City	NORTHBROOK	Secretary Name & Address	SADHU SINGH RIKHIRAJ 2214 FARNSWORTH LN NORTHBROOK IL 60062
Agent Zip	60062	Duration Date	PERPETUAL
Annual Report Filing Date	08/08/2018	For Year	2018

Return to the Search Screen

Purchase Certificate of Good Standing

(One Certificate per Transaction)

OTHER SERVICES

File Annual Report

Adopting Assumed Name

Articles of Amendment Effecting A Name Change

Change of Registered Agent and/or Registered Office Address

BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE

 RR-189210 SRF

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 13:26 11/27/18

ACTION: S

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

DISCLAIMER:
AS OF 11/27/18 AT 13:32 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

 RR-18-9210 SINGH

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 13:26 **11/27/18**

ACTION: S

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

DISCLAIMER:
AS OF 11/27/18 AT 13:32 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ***[redacted] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

 RR-18-9210 EJM/Transmart

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 13:26 **11/27/18**

ACTION: S

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

DISCLAIMER:
AS OF 11/27/18 AT 13:32 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ***[redacted]PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/ 10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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 RR-18-9210 GSG

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 13:26 11/27/18

ACTION: S

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

DISCLAIMER:
AS OF 11/27/18 AT 13:33 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

 RR-18-920 ITS Eng

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 13:26 **11/27/18**

ACTION: S

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

DISCLAIMER:
AS OF 11/27/18 AT 13:33 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.

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ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

 RR-18-920 Jwilson

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 13:26 **11/27/18**

ACTION: S

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

DISCLAIMER:
AS OF 11/27/18 AT 13:33 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.

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ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

 RR-18-920 Michael Baker

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 13:26 **11/27/18**

ACTION: S

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

DISCLAIMER:
AS OF 11/27/18 AT 13:32 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ***[redacted] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

TEAMING AGREEMENT

THIS AGREEMENT is made as of November 13, 2018, 2018 between **SRF CONSULTING GROUP, INC.** ("SRF" or "Managing Firm") and **SINGH & ASSOCIATES, INC.** ("SINGH or "Partner Firm"), (each individually, a "Party"; and collectively, the "Parties" or "Teaming Arrangement") for the following reasons:

(1) The Parties prepared and submitted a Statement of Interest ("SOI") to the Illinois State Toll Highway Authority ("Illinois Tollway", or "Tollway") for PSB 18-3 Item No. 9, Project No. RR-18-9210, dated August 29, 2018, to provide professional design services for Systemwide Intelligent Transportation Systems (ITS) Services Upon Request ("Project"). The anticipated services under this contract shall consist of Phase II and Phase III engineering and technical support services (defined in Exhibit F of the contract) for directed work tasks as authorized by the Illinois Tollway.

(2) The Illinois Tollway has accepted the SOI and now desires that the Parties perform or provide such services in accordance with the SOI; and

(3) The Parties enter into this Teaming Arrangement for the limited purpose set forth herein; and

(4) The Parties intend by this Agreement to specify their rights and obligations with respect to one another, the manner in which profits and losses shall be shared and all other matters pertaining to the affairs of the Teaming.

(5) This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, amongst the parties and relating to the subject matter of this Agreement.

In consideration of the promises contained in this Agreement, the Parties agree as follows:

ARTICLE 1 - PURPOSE

1.1 The Parties hereby associate themselves as a Teaming Arrangement for the sole and limited purpose of (a) jointly negotiating and signing a Contract for Project RR-18-9210 with the Illinois Tollway ("Contract") based on the SOI, (b) performing such Contract and (c) defining the rights and obligations among the Parties in connection with the performance of the Contract.

1.2 The Teaming Arrangement shall operate under the name "SRF/SINGH Team" or "SRFSIN_TM" as defined in the SOI. The principal office shall be located in Minneapolis, MN, or such other location as the Parties may later elect.

1.3 This Agreement shall not limit any Party hereto from engaging in other business for its own account. Each Party agrees, however, to provide sufficient attention and personnel to its obligations hereunder so that such obligations shall be properly and promptly performed.

ARTICLE 2 - PARTY RELATIONSHIPS

2.1 Nothing contained in this Agreement shall be construed as creating any representative, agency, employment relationship, or fiduciary relationship of any nature amongst the Parties.

2.2 No Party hereto shall have the authority or right, nor shall any Party hereto hold itself out as having the authority or right, to borrow money or incur obligations of any kind whatsoever, express or implied, on behalf of or in the name of the Teaming Arrangement or any other Party hereto without the express prior written consent of the Teaming Arrangement or such other Parties, respectively.

2.3 No Party hereto shall have the authority or right, nor shall any Party hereto hold itself out as having the authority or right, to accept service of any legal process addressed to or intended for any other Party hereto.

2.4 No Party hereto shall have the right to unilaterally withdraw from the Teaming Arrangement without cause unless mutually agreed upon amongst the Parties.

ARTICLE 3 - MANAGEMENT COMMITTEE

3.1 The Teaming Arrangement shall be managed by a Management Committee composed of one Representative of each Party as follows:

SRF: Todd Polum

SINGH: Harvind K. Singh

The Parties designate the following individuals as Alternate Representatives to act on behalf of their respective primary Representative in the event the Representative for that Party is unable to participate in Management Committee meetings or other actions required by this Agreement:

SRF: Erik Minge

SINGH: S. Singh Rikhiraj

3.2 The Management Committee shall decide all matters affecting the relationship between the Teaming Arrangement and the Illinois Tollway or third parties and shall attempt to resolve any disputes between or among the Parties with respect to this Agreement and the Contract.

3.3 The Chairman of the Management Committee shall be Todd Polum of SRF ("the Chairman"). The Chairman shall act as spokesman for the Teaming Arrangement and have such duties as set forth in this Agreement and as may be delegated by the Management Committee. The Management Committee may, for any reason, change the Chairman upon unanimous consent of the Parties.

3.4 The Management Committee shall from time to time (not less than monthly for the first year of performance of the Contract and not less than quarterly thereafter) meet to discuss and agree upon the methods and manner of performance of the Contract and this Agreement, the management powers and duties to be delegated to the Chairman, resolution of any claims by or against the Teaming Arrangement, and all other matters requiring Management Committee consent or approval. The Chairman shall provide reports at each meeting of the Management Committee such that the Management Committee can monitor all subcontracts and maintain and monitor an ongoing "balance sheet" of subcontracts and/or services completed. The Chairman may call emergency meetings upon at least forty-eight (48) hours advance telephone notice. The Chairman shall call an emergency meeting of the Management Committee at the written request of any one of the Parties. Regular or emergency meetings of the Management Committee may be held telephonically or in person. The Management Committee may act by unanimous written consent without meeting. All decisions of the Management Committee shall be by unanimous

vote. The Chairman shall cause minutes to be taken of all meetings and promptly distribute such minutes to the Management Committee. Unless comments or corrections to the minutes are received by the Chairman within 10 days after distribution, they shall be deemed correct.

3.5 Award of subcontracts, and any changes or modifications thereto, shall require the written consent of the Management Committee except to the extent such power is delegated to others by the Management Committee.

3.6 The following may not be undertaken except by prior written consent of the Management Committee: (a) change orders under the Contract, (b) cash management, (c) procuring insurance required under the Contract, and (d) any other act which may reasonably result in any Party incurring increased risk of loss or damage.

ARTICLE 4 - STAFFING

4.1 The Parties shall furnish from their respective organizations, all of the personnel, skill, experience and knowledge which is required for the efficient and expeditious management of the Teaming Arrangement. Personnel of each Party assigned to the Project shall remain employees of their respective employers. Other personnel may be assigned to the Project at the request of the Management Committee as required for the performance of the Teaming Arrangement's obligations under the Contract.

4.2 If an employee of any Party should become unacceptable to the Illinois Tollway, or to either of the other Parties, the Management Committee shall convene to attempt to reconcile the situation. If reconciliation is not possible, the employing Party shall cause the employee's removal from association with the Project.

4.3 The key staff for the Project shall include a Project Manager, a Deputy Project Manager, a Project Engineer, and Lead Roadway Engineer. The Project Manager for the Project shall be Brian Scott, PE of SRF; the Deputy Project Manager for the Project shall be Erik Minge, PE of SRF; the Project Engineer for the Project shall be Jacob Folkeringa, PE of SRF, and the Lead Roadway Engineer shall be Lora Supencheck, PE of SINGH (from Org Chart). In addition to other duties which may be delegated by the Management Committee, the respective key staff shall be (a) responsible for the daily direction, coordination, supervision and management of the services for their assignments as noted herein to be performed under the Contract, (b) the Teaming Arrangement's primary contact with the Illinois Tollway and any others performing services related to the Project with respect to those services allocated to each of them under their assignment, and (c) responsible for reporting to the Management Committee matters related to the status of the Project and the services for their applicable assignment performed under the Contract.

ARTICLE 5 – TEAMING ARRANGEMENT INTERESTS

5.1 The respective target allocation of services under the Contract shall be as follows:

Illinois Tollway Contract % allocation of Services*		**Interest % of Teaming Arrangement**		
SRF:	45%	SRF:	70%	(Lead | Managing Firm)
SINGH:	20%	SINGH:	30%	(Partner Firm)

* The remaining 35% of the services will be allocated to subconsultants and administratively contracted under the managing firm of the Teaming Arrangement.

5.2 The Task Orders under Contract will be assigned by the Illinois Tollway. The Parties shall review the Task Order assignments scope of work and will adjust responsibilities as necessary with the goal of maintaining the above Contract allocation of services and complying with the terms of other separate agreements entered into between the Parties regarding this Project, including the Partnering for Growth Agreement and Subconsultant Agreements.

ARTICLE 6 - CONTRACT NEGOTIATIONS

6.1 The Contract between the Teaming Arrangement and the Illinois Tollway shall be signed by the Management Committee.

6.2 The Parties shall jointly negotiate the Contract with the Illinois Tollway and each Party shall have a representative present at all pre-Contract meetings and discussions with the Illinois Tollway. No Party shall be authorized to make commitments for the other Parties without the prior written approval of such other Parties.

6.3 Each Party shall have the right to refuse to accept Contract terms and conditions different from those contained in the SOI and which said Party, in good faith, determines will expose it to unacceptable risks and liabilities. In such event no Party will seek redress from the other for any damages or losses that may result.

6.4 No Party hereto shall pay, promise, offer or authorize payment of anything of value in any form to any person or organization, either directly or indirectly, through an agent, representative, subcontractor or other third party, to obtain or retain business under this Agreement.

ARTICLE 7 - LIABILITY

7.1 Each Party will indemnify and hold the other Parties and the Teaming Arrangement harmless against any loss or liability to the extent caused by that Party's negligence, willful misconduct, breach of this Agreement, or breach of the Contract. Payment by such Party of such loss or liability shall be paid directly to the Party or Parties bearing such loss or liability.

ARTICLE 8 - CLAIMS BETWEEN THE PARTIES

8.1 In the event of a dispute between or among the Parties arising out of this Agreement, the Contract, or the services subcontracted to a Party, it shall be resolved as provided in Article 16.

8.2 Notwithstanding anything to the contrary elsewhere in this Agreement, no Party shall be liable to the other Parties for any indirect, incidental, special or consequential damages, including but not limited to, loss of revenue, cost of capital, or loss of business reputation or opportunity, whether such liability arises out of contract, tort, strict liability or otherwise.

ARTICLE 9 - INSURANCE

9.1 Each Party will comply with the insurance requirements set forth in the Contract, it being the intent that the Illinois Tollway's requirements be met by each Party's own current practice policies and that no insurance will be purchased or maintained by, or in the name of, the Teaming Arrangement.

9.2 The Parties' practice policies shall not contain any exclusions relative to providing professional services as a Teaming Arrangement member. Each Party shall include the other Parties as an additional insured on its general liability and automobile liability policies.

9.3 Each Party shall furnish to the other certificates of insurance as evidence of the preceding, including a provision that such insurance shall not be canceled without at least thirty (30) days advance written notice to the other Parties.

9.4 Subconsultants contracted through the managing firm shall be required to provide and maintain insurance specified by the managing firm in consideration of the Subconsultant's scope of work and the Illinois Tollway's requirements, if any. Subconsultants shall include the managing firm and partnering firm, individually, as additional insureds on their general liability and automobile liability policies.

ARTICLE 10 - SERVICES

10.1 Services required by the Contract will be subcontracted by the Teaming Arrangement to the Parties hereto and, to a limited extent, to third parties for each Party's respective share of the services; provided, however, it is agreed that 35% of the services identified as being provided by third party subconsultants, shall be contracted to such third party subconsultants directly by the managing firm but not considered in SRF's proportionate interest in the Teaming Arrangement. Each Party shall be solely responsible to the Teaming Arrangement for the performance of its subcontracted services in accordance with the terms of its respective subcontract.

10.2 The general scope and nature of the services to be provided by each Party are to be mutually agreed upon and amended hereto in writing after execution of the Contract with the Illinois Tollway. Specific services to be provided by each Party shall be more fully described in each Party's Task Order Amendment ("amendment subcontract"). It is anticipated, however, and to the extent practicable, that the distribution of services is such that the revenue received for such services shall be in proportion to each Party's interest in the Illinois Tollway contract % allocation of services as set forth in Article 5. However, each Party expressly agrees that such revenues received may vary by 1% of its proportionate percent of the Illinois Tollway Contract Allocation of Services without penalty or recourse upon the other Parties unless mutually agreed upon. The Management Committee shall be responsible for directing such actions as necessary to maintain the overall balance to the extent reasonably possible. Any changes in the distribution of the services, or additional services not contemplated herein shall be subject to approval of the Management Committee.

10.3 If additional services are assigned and authorized by the Illinois Tollway pursuant to the Contract, the Project Manager of the Project shall propose the Party or Parties to perform such services and the compensation therefore (maintaining the original allocation of work for the Parties unless mutually agreed upon), and the Management Committee shall review, approve or modify the scope applicably by written amendment hereto.

10.4 Profit earned or loss sustained by a Party as a result of its entering into such subcontract, or its performance of the subcontract services thereunder, shall be for the sole account of that Party. If Contract obligations cannot be met by a Party hereto, the Management Committee shall assign the Contract task to another member of the Teaming Arrangement prior to assigning the task to a third party subconsultant.

ARTICLE 11 - COMPENSATION AND OPERATING COSTS

11.1 Compensation for the services shall be determined upon Task Order assignment and shall be set forth in an amendment hereto in writing executed by all Parties hereto. Compensation for the services shall be paid based on the invoices submitted by each respective Party on standard invoicing forms applicable to the particular task or tasks performed by such Party. The compensation limits for each Party shall be based on the budgets established using the Illinois Tollway's approved Cost Estimate of Consultant Services (CECS) as furnished by each Party for each Task Order. The total compensation limits for the Project shall be the sum of the approved CECS for each Party and third party subconsultants. Each amendment subcontract will specifically provide for labor rates, direct expenses and other compensation provisions that form the cost basis that each Party shall be entitled to bill and receive from the Teaming Arrangement. Each Party shall periodically, as prescribed in its amendment subcontract, invoice the Managing Firm for its services and allowable costs. Allowable costs may include, without limitation, direct labor times the 2.8 direct labor multiple and expenses incurred in the performance of the Contract. Compensation shall be payable to the Parties by the Managing Firm upon receipt of payments from the Illinois Tollway. The Managing Firm shall pay Partner Firm the sums due therefrom to the extent paid by the Illinois Tollway, less any amounts disputed or held as retainage by the Illinois Tollway. Retainage withheld by the Illinois Tollway shall be withheld from the Parties in the same percentage ratio as withheld by the Illinois Tollway. Subject to the foregoing, invoices shall be paid within ten (10) days of receipt of payment from the Illinois Tollway, or as may otherwise be directed and agreed upon by the Management Committee. Any changes in the compensation or any payments not contemplated herein shall be subject to the approval of the Management Committee.

ARTICLE 12 - DISTRIBUTIONS

12.1 Gross receipts of the Teaming Arrangement shall first be applied to make payments directly to third party subcontractors and creditors. Gross receipts not required for reasonable reserves as defined by the Management Committee will then be applied in the following order: (a) to make payments directly to the Parties as subcontractors and creditors of the Teaming Arrangement and (b) subject to the consent of the Management Committee, to distribute to the Parties in accordance with their Teaming Agreement interests as set forth in Article 5.

ARTICLE 13 - PROPERTY

13.1 It is anticipated that no property will be purchased in the name of, or owned by, the Teaming Arrangement. Any property required for the performance of the Contract and made available by a Party for the Teaming Arrangement's use shall remain the property of such contributing Party. These contributions shall not be treated as contributions to the Teaming Arrangement. Such property shall be returned to the contributing Party upon completion of the Contract, or sooner if no longer required by the Teaming Arrangement.

13.2 All documents, including, but not limited to, reports, drawings, and specifications, furnished or prepared by a Party in the performance of the Contract are instruments of service in respect to the Project. To the extent permitted by the Contract, the contributing Party shall retain its ownership and property interest in such documents whether or not the Project is completed. The Teaming Arrangement and the other Parties hereto may make and retain copies of such documents for information and reference in connection with performance of the Contract. The other Parties shall not reuse or reproduce such documents for their own benefit or in connection

with services outside the scope of this Agreement or the Contract without the express written consent of the contributing Party.

13.3 To the extent permitted by the Contract, inventions conceived in the course of performance of this Agreement shall remain the property of the originating party. Except to the extent of a derivative work of existing intellectual property owned by a party hereto, inventions conceived jointly by all or any parties hereto shall belong jointly to the applicable parties with their specific rights and obligations to be negotiated in good faith. Except as specifically provided in Article 13.4, nothing hereunder shall be deemed to grant a license of one party's invention or intellectual property to the other.

13.4 To the extent necessary to render such party's services under this Agreement or a Contract, each party shall grant to or secure on behalf of the other parties a non-exclusive, worldwide, royalty-free license to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of or, reproduce, create derivative works from, distribute, perform, display, and otherwise use drawings, documents and other materials supplied by the other parties. The receiving party or parties shall not be responsible for verifying or ensuring the accuracy of any information or content supplied by the providing party nor ensuring that such information or content does not violate or infringe any law or other third party rights. The providing party shall indemnify the receiving party or parties for any infringement claims resulting from receiving party's use of such drawings, documents and other materials as supplied.

ARTICLE 14 - BOOKS AND RECORDS

14.1 Each Party will maintain its records related to the Teaming Arrangement and the Project in accordance with generally accepted accounting principles. If the Illinois Tollway has record retention rules in addition to such generally accepted accounting principles, each Party shall also comply with such Illinois Tollway specific rules.

14.2 The Managing Firm shall provide access to copies of billing and any project progress reports relating to the Contract as requested by each Party.

ARTICLE 15 - TAXES

15.1 Each Party shall have full and sole responsibility for the payment of any taxes, duties, fees or assessments of any nature whatsoever levied in connection with its services and any subcontracts entered into by it on its behalf including, but not limited to, any personal income taxes levied or imposed on any of its employees or personnel or any of its subcontractor's employees or personnel.

ARTICLE 16 - DISPUTES

16.1 In the event of a dispute between the Parties arising out of or related to this Agreement or the Contract, the aggrieved Party shall notify the other Party of the dispute within fourteen (14) days after such dispute arises for resolution by the Management Committee. If the Management Committee cannot thereafter resolve the dispute, each Party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

16.2 Should such negotiation or mediation fail to resolve the dispute, it shall be resolved in a court of competent jurisdiction. Each Party shall pay its own legal fees.

16.3 In the event the Chairman determines that a dispute must be immediately resolved, the decision of the Chairman shall control pending resolution in accordance with this Article. During the pendency of any dispute, the Parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 17 - TERM OF AGREEMENT

17.1 This Agreement shall be effective as of the date first set forth above upon the execution by the Parties, and shall terminate upon the occurrence of any of the events listed below:

(a) The Contract with the Illinois Tollway has been fully performed in accordance with its terms and conditions, full and complete payment has been made thereon and all rights and liabilities with respect to the Illinois Tollway or third parties have terminated or expired and there are no liabilities to be adjusted between the Parties; or

(b) The Contract has been terminated by the Illinois Tollway or by mutual agreement and there are no liabilities remaining to be adjusted among the Parties; or

(c) The Parties agree in writing to terminate this Agreement; or

(d) The Parties are unable to agree upon a mutually acceptable Contract with the Illinois Tollway.

17.2 Termination of this Agreement shall not terminate rights and obligations of the Parties which arose prior to such termination, but nothing in this Article or elsewhere in this Agreement shall confer, create, or expand any rights in the Illinois Tollway or in any other third parties.

ARTICLE 18 - TERMINATION: BANKRUPTCY, ETC.

18.1 The Parties hereto may, at their discretion and upon fifteen (15) days prior written notice, terminate the participation of a Party in the activities of the Teaming Arrangement contemplated by this Agreement as of the date of such notice if such Party (the "Affected Party") (a) is affected by bankruptcy, insolvency or reorganization proceedings, or other proceedings analogous in nature or effect instituted by or against it, (b) is dissolved or liquidated, whether voluntarily or involuntarily, (c) it makes an assignment for the benefit of creditors, or if (d) a receiver or trustee is appointed for all or a substantial part of its assets, or (e), and with respect to the foregoing, they are not cured within thirty (30) days.

18.2 Such termination shall, as of the date of such termination, terminate the rights of the Affected Party to any profits generated by the Teaming Arrangement. Costs of completing the Affected Party's amendment subcontract and other obligations under this Agreement shall be borne by the remaining Party. The Affected Party shall be fully responsible for, and shall remain liable to the remaining Party for all such costs.

ARTICLE 19 - TERMINATION: MATERIAL BREACH

19.1 In the event a Party ("Defaulting Party") is in material breach or default under this Agreement or the Contract and such material breach or default is not cured within thirty (30) days after written notice thereof from the other Party, or reasonable action to cure has not been diligently initiated and pursued in the event that a cure cannot be effected within sixty (60) days, the other Party ("Receiving Party") shall have the right to terminate the participation of the Defaulting Party and take over and complete the Defaulting Party's amendment subcontract(s)

and other responsibilities under this Agreement. In such event, the other Party shall have the right to receive any and all payments which would otherwise be due the Defaulting Party and apply the proceeds thereof (a) to cover any expenses incurred in taking over and completing (by subcontracting or otherwise) the Defaulting Party's amendment subcontract(s) and other responsibilities and (b) to establish a contingency fund to cover any outstanding obligations of the Defaulting Party.

19.2 In the event of a material breach or default as described above, the Defaulting Party shall indemnify and hold the Receiving Party harmless from any and all liability, including but not limited to fines or penalties of whatever nature and excess costs and expenses associated with completing the Defaulting Party's amendment subcontract(s) and responsibilities incurred by the Receiving Party as a result of such breach or default.

ARTICLE 20 - LIQUIDATION

20.1 When the Contract shall have been fully completed and the services thereunder fully accepted, the Teaming Arrangement shall be liquidated.

ARTICLE 21 - NOTICES

21.1 Every notice required or contemplated by this Agreement shall be delivered either by (a) personal delivery, (b) postage prepaid registered or certified mail, return receipt requested, (c) telephone facsimile (for which transmission acknowledgment has been received), or (d) nationally recognized air courier service, addressed to the Party for whom intended at the following address:

To SRF: Todd Polum, Vice President
One Carlson Parkway North, Suite 150
Minneapolis, MN 55447-4443
Ph. 763-475-0010

To SINGH: Harvind K. Singh, Executive Vice President
230 West Monroe Street, Suite 1400
Chicago, IL 60606
Ph. 312-629-0240

or at such other address as the intended recipient previously shall have designated by written notice to each Party.

21.2 Unless otherwise provided in this Agreement, notice by registered or certified mail shall be effective on the date it is officially recorded as delivered, or refused, by return receipt or equivalent, or next business day if sent by air courier; all notices and other communications delivered in person or sent by telephone facsimile shall be deemed to have been delivered to and received by the addressee on the date of personal delivery or on the next business date after sent, respectively.

21.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of each Party.

ARTICLE 22 - CONFIDENTIALITY

22.1 The Parties agree that the terms of this Agreement shall, to the extent possible, remain privileged and confidential information. Each Party will use reasonable good faith efforts to ensure that those people to whom this Agreement is given agree to retain as confidential its terms and conditions. No Party shall use any information supplied to it by any other Party for any purpose other than as intended. Each Party shall have the right to designate, in writing, information which it delivers to any other Party as Confidential, which information may not be disclosed to any other person or entity without the express prior written consent of the Party delivering such information.

ARTICLE 23 - PARTY REPRESENTATIONS

23.1 Each Party hereto represents to the other that it has the full power and authority to enter into this Agreement and to perform all the obligations set forth herein and under the Contract or any amendment subcontract(s) thereto with respect to said Party, that this Agreement has been duly authorized by all necessary corporate action, and that each Party is duly organized, validly existing and in good standing in its State of incorporation, and is qualified to do business, and in good standing, in Illinois, the State in which the Project is located.

23.2 Each Party warrants and represents that it has, or will obtain, and will keep in full force and effect, all necessary permits and licenses necessary for the Party's functions under this Agreement, the Contract, and any amendment subcontract(s) thereto. Neither the entering into nor the performance of any obligation hereunder by any of the Parties shall constitute a violation of any applicable rule, regulation, law, statute, decree or ordinance in effect governing said Party, or any Articles of Incorporation or Bylaws of said Party, nor is it a violation of any agreement, contract or other instrument to which said Party is a party.

23.3 Each Party further represents and warrants that there are no pending or threatened actions or proceedings before any court or administrative agency which may materially affect such Party's business assets or condition, or which would materially impair its ability to perform its obligations hereunder and under the Contract or any subcontract thereto.

ARTICLE 24 - GENERAL PROVISIONS

24.1 BINDING EFFECT. This Agreement shall inure to the benefit of and shall be binding upon the respective successors or assigns of the Parties.

24.2 GOVERNING LAW. This Agreement shall be governed by the laws of the State of Illinois and may be executed in any number of counterparts, each of which shall be deemed an original and together shall constitute a single instrument.

24.3 SEVERABILITY. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

24.4 INTEGRATION. This Agreement, including any exhibits and amendments thereto incorporated by this reference, represents the entire and integrated agreement between the

Parties. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

24.5 AMENDMENTS This Agreement may be amended only by a written instrument signed by all Parties.

24.6 NON-ASSIGNMENT. This Agreement shall not be assigned by any Party hereto to any third party(s) without the prior written consent of the other Parties. Unless otherwise stated in the written consent, no assignment will release or discharge the assignor from any obligation under this Agreement

24.7 WAIVERS. A waiver by any Party of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving Party's rights with respect to any other or further breach.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first mentioned above.

SRF Consulting Group, Inc.

Signature: [redacted]

Name: Todd Polum

Title: Vice President

Date: 11-13-18

Singh & Associates, Inc.

Signature: [redacted]

Name: Harvind K. Singh

Title: Executive Vice President

Date: 11/13/18

DESIGN SECTION ENGINEER – DESIGN UPON REQUEST
AGREEMENT INCLUDING TEAMING

The Board of Directors, on the **29th** day of **November**, **2018**, authorized this AGREEMENT to be entered into by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter sometimes referred to as "TOLLWAY", and the Team comprised of **SRF CONSULTING GROUP, INC. / SINGH & ASSOCIATES,** authorized and existing within the laws of the State of Illinois, hereinafter referred to as "DESIGN SECTION ENGINEER".

W I T N E S S E T H:

WHEREAS, the DESIGN SECTION ENGINEER has submitted a proposal dated **November 12, 2018,** to provide design section engineering services for Contract No. **RR-18-9210** for **Intelligent Transportation Systems (ITS) Services Upon Request. On-call and As-needed Intelligent Transportation System Services**; and

WHEREAS, DESIGN SECTION ENGINEER represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from **PSB 18-3, Item 9,** staffed with professional licensed engineers, experienced and able to perform the engineering design services required for said contract, and it is in the best interest of the TOLLWAY to accept said proposal.

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

ARTICLE I

General Provisions

A. The DESIGN SECTION ENGINEER shall perform all design section engineering services for Contract No. **RR-18-9210** for **Intelligent Transportation Systems (ITS) Services Upon Request. On-call and As-needed Intelligent Transportation System Services** in accordance with the requirements and terms of this Agreement, the above-numbered Professional Services Bulletin, and the proposal from the DESIGN SECTION ENGINEER of **November 12, 2018**, attached hereto and made a part hereof as Exhibit "1". With respect to any inconsistency or conflict between the terms of this Agreement and the proposal (Exhibit "1"), the following order of precedence shall govern: 1. This Agreement 2. The Proposal 3. The Professional Services Bulletin.

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

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

D. The DESIGN SECTION ENGINEER 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 DESIGN SECTION ENGINEER shall perform the services herein during the period commencing on the latter of either **execution of the Agreement or November 30, 2018** and ending **December 31, 2026**, in accordance with the schedule included in the attached proposal.

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

ARTICLE III

Compensation

The DESIGN SECTION ENGINEER shall perform all engineering design services as required herein, and the TOLLWAY shall pay the DESIGN SECTION ENGINEER as compensation therefor, the DESIGN SECTION ENGINEER'S actual payroll cost times a multiplier of **2.8000** and certain direct expenses (as each of these amounts are shown in Exhibit "1") with an upper limit of compensation of **Four Million Dollars and No Cents ($4,000,000.00).** If, in the opinion of the DESIGN SECTION ENGINEER, additional fees or expenses in excess of the upper limit of compensation agreed herein are required, the DESIGN SECTION ENGINEER shall promptly notify the Chief Engineering Officer of the TOLLWAY thereof and shall not incur or charge any such fees or expenses without prior written approval of the Chief Engineering Officer. The DESIGN SECTION ENGINEER shall ensure that its subcontractors (if applicable) submit bills and invoices in a manner consistent with the terms of this Agreement and shall include language in its subcontractor agreements whereby the subcontractors expressly agree to be bound by the terms of this Agreement, including but not limited to the Inspector General Provision at Article XIX.

ARTICLE IV

Scope of the Service – "Upon Request" Contracts

The DESIGN SECTION ENGINEER understands that this is an "assignment(s) upon request" contract wherein the DESIGN SECTION ENGINEER will be assigned various tasks over the duration of this Contract. Thus, the extent of services will not be determined until such time that a task has been assigned by the TOLLWAY. Upon assignment of a Task, the DESIGN SECTION ENGINEER shall meet with representatives of the TOLLWAY; prepare a scope of services to complete the task; and submit a Proposal for the services to be performed. The DESIGN SECTION ENGINEER shall perform the task for not more than the total proposed task fee as authorized by the TOLLWAY. In no event will the DESIGN SECTION ENGINEER be entitled to additional compensation due to its errors in estimating the time, costs or expertise required to complete the task assignments. Only upon a change in the scope of task services, as documented in writing by the DESIGN SECTION ENGINEER and subsequently approved in writing by the Chief Engineering Officer, will any additional fees be approved. The total compensation for the entirety of all task assignments shall not be in excess of **Four Million Dollars and No Cents ($4,000,000.00)** being the amount set as the Upper Limit of Compensation for this Contract.

ARTICLE V

Compliance with State and Other Laws

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

Governing Law; Exclusive Jurisdiction

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

Confidentiality

DESIGN SECTION ENGINEER, including its agents and subconsultants, to this AGREEMENT may have or gain access to confidential data or information owned or maintained by the TOLLWAY in the course of carrying out its responsibilities under this AGREEMENT. The DESIGN SECTION ENGINEER shall presume all information

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

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

ARTICLE VI

Responsibility for Injuries and Damages

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

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

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

a. Worker's Compensation Insurance as required by state statute, and Employer's Liability insurance covering all the DESIGN SECTION ENGINEER's employees acting within the course and scope of their employment.

b. Commercial General Liability Insurance written on Insurance Services Office (ISO) occurrence form CG 00 01 10/03 or equivalent, covering premises operations, independent contractors, blanket contractual liability, and personal injury with minimum limits of $1,000,000.00 (One Millions Dollars) each occurrence and $2,000,000.00 (Two Million Dollars) annual general aggregate.

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

c. Automobile Liability Insurance covering any auto, including owned, hired and non-owned autos, with a minimum limit of $1,000,000.00 (One million Dollars) each occurrence, combined single limit.

d. Excess / Umbrella Liability Insurance providing excess coverage over commercial general liability, automobile liability and employer's liability with a minimum limit of $2,000,000.00 (Two Million Dollars) per occurrence and in aggregate.

e. Engineering Professional Errors and Omissions Liability providing coverage for claims, damages, losses or expenses arising out of or resulting from the performance of Professional Services

contemplated in this contract. Limits of liability shall be a minimum of $2,000,000 (Two Million Dollars) per occurrence and in aggregate. DESIGN SECTION ENGINEER 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 DESIGN SECTION ENGINEER 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 DESIGN SECTION ENGINEER. The Illinois State Toll Highway Authority shall be named an "additional insured" for the commercial general liability and automobile liability coverage. These policies shall be primary for the additional insured and not contributing with any other insurance or similar protection available to the additional insured. Copies of the applicable "additional insured" endorsements will be provided to the TOLLWAY with the insurance documentation.

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

ARTICLE VIII

Ownership of Documents

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

ARTICLE IX

Financial Statement

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

ARTICLE X

Successors and Assigns

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

ARTICLE XI

Subcontractors

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

ARTICLE XII

Suspension

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

ARTICLE XIII

Termination

A. Termination Without Cause

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

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

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

a. Actual payroll cost for services properly performed prior to the effective date of termination, times a multiplier of **2.8000;**

b. Actual reimbursable direct expenses incurred prior to the effective date of termination;

c. Actual payroll cost times a multiplier of **2.8000** for any wind-up services after the effective date of termination as directed to be performed by the Chief Engineering Officer of the TOLLWAY;

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

B. Termination for Cause

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

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

   a. If DESIGN SECTION ENGINEER becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law established for the relief of debtors;

   b. If a receiver, trustee or liquidator of any of the property or income of DESIGN SECTION ENGINEER shall be appointed;

   c. If DESIGN SECTION ENGINEER shall fail to perform the scope of services, or any part thereof, with the diligence necessary to maintain its progress and compete the scope of services as prescribed by the time schedule and shall fail to take such steps as directed by the TOLLWAY to remedy delays within five (5) days after written notice thereof from TOLLWAY;

   d. If DESIGN SECTION ENGINEER shall violate any of the terms, provisions, conditions, covenants, or Certifications contained in this Agreement and shall fail to take such steps as directed by the TOLLWAY to remedy such default within five (5) days after written notice thereof from TOLLWAY.

3. Upon termination for cause, and within ten (10) days of such notice, the DESIGN SECTION ENGINEER shall prepare a detailed Progress Report in a form

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

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

a. Actual payroll cost for services properly performed prior to the effective date of termination, times a multiplier of **2.8000**;

b. Actual reimbursable direct expenses incurred prior to the effective date of termination;

C. Termination due to Lack of an Appropriation

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

ARTICLE XIV

Solicitations

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

ARTICLE XV

Record Retention and Audit

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

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

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

Any audit adjustment will be submitted on a final invoice for any underpayment or overpayment to the DESIGN SECTION ENGINEER or its subcontractors. The DESIGN SECTION ENGINEER shall promptly reimburse the TOLLWAY for any overpayment, or the TOLLWAY at its option may deduct any overpayment from any funds due the

DESIGN SECTION ENGINEER, whether those funds are due under this contract or other contracts to which the DESIGN SECTION ENGINEER is a party either directly with the TOLLWAY or as a subcontractor. In the event the DESIGN SECTION ENGINEER fails or refuses to reimburse the TOLLWAY for an overpayment, the DESIGN SECTION ENGINEER shall be responsible for all costs, including attorney fees, incurred by the TOLLWAY to collect such overpayment.

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

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

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

ARTICLE XVI

Notices

Notices to be given hereunder or documents to be delivered shall be deemed sufficient if delivered personally or mailed by certified mail to the DESIGN SECTION ENGINEER at **SRF Consulting Group, Inc., One Carlson Parkway North, Suite 150 Minneapolis, Minnesota 55447-4443,** or to the Chief Engineering Officer at 2700 Ogden Avenue, Downers Grove, Illinois 60515. Either party may change the place to which notices hereunder may be addressed by written notice to the other party at any time or times.

ARTICLE XVII

Quality Assurance and Quality Control (QA/QC) Plan

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

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

ARTICLE XVIII

Miscellaneous

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

ARTICLE XIX

Inspector General

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

ARTICLE XX

Engineer Selection Process

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

ARTICLE XXI

Report of a Change in Circumstances

The DESIGN SECTION ENGINEER agrees to report to the TOLLWAY as soon as practically possible, but no later than 21 days following any change in facts or circumstances that might impact the DESIGN SECTION ENGINEER's ability to satisfy its legal or contractual responsibilities and obligations under this contract. Required reports include, but are not limited to changes in the DESIGN SECTION ENGINEER's

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

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

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

ARTICLE XXII

EXPATRIATED ENTITIES

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for CONTRACT **RR-18-9210** the day and year first above written.

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By [redacted] 2/22/19
Chair/Executive Director-Signature Date
~~Robert Schillerstrom~~/Elizabeth Gorman

APPROVED:

[redacted] 2-13-19
Chief Financial Officer – Signature Date
Michael Colsch

APPROVED:

[redacted] 2-7-2019
Acting General Counsel – Signature Date
~~Elizabeth Oplawski~~
Robert T. Lane

SRF CONSULTING GROUP, INC. / SINGH & ASSOCIATES, INC.

[redacted] 11/20/18
President-Signature Date
SRF Consulting Group, Inc.

Dave Mantebello
Printed Name as Signed Above

[redacted] 11/21/18
President-Signature Date
Singh & Associates, Inc.

HARVIND K. SINGH
Printed Name as Signed Above

Approved as to Form and Constitutionality

[redacted] 2/5/19
Attorney General, State of Illinois – ~~Robert Lane~~ - Signature Date
Tiffany Schiff

DESIGN SECTION ENGINEER PROPOSAL

FOR CONTRACT NUMBER RR-18-9210

This proposal, dated November 12, 2018, is submitted by SRF Consulting Group, Inc./ SINGH & Associates, Inc. of Minneapolis, MN for Design Section Engineer's Service.

DESCRIPTION/LOCATION OF DESIGN SECTION

The location of the construction Contract RR-18-9210 for which we propose to provide Design Section Engineering Services is Intelligent Transportation Sytems (ITS) Services Upon Request, in Systemwide in Various County (Counties), Illinois.

SCOPE OF DESIGN SECTION ENGINEERING SERVICES

Design Engineering Services following selection from PSB 18-3 Item 9, more fully detailed in Exhibit F, attached hereto, will be executed in full compliance with the Illinois State Toll Highway Authority's *Design Section Engineer's Manual*, in effect at the date the contract is awarded, and as revised thereafter, and with the Illinois State Toll Highway Authority's (hereinafter referred to as "TOLLWAY") current practices. These services shall include preparation of contract plans, special provisions, construction schedule and review of bids; all field surveys, investigations, designs and analyses required to complete the work; checking of shop drawings and consultation during the construction period. Four copies of all design notes, quantity calculations and field books shall be submitted to the TOLLWAY with the final plans. These documents will be indexed and cross referenced in a manner which can be easily referenced by the Construction Manager.

RESPONSIBILITY

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

FEE PROPOSAL

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

ACTUAL PAYROLL COSTS TIMES A MULTIPLIER, PLUS REIMBURSEMENT

OF DIRECT EXPENSES, WITH AN UPPER LIMIT OF COMPENSATION.

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

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

"Actual Direct Labor" shall be reimbursed only for actual payroll costs paid to individuals employed directly by the DESIGN SECTION ENGINEER, independent contractors and contract employees shall be treated as "reimbursable direct costs" and not "actual direct salary." Subcontractors shall be treated as "Services by Others."

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

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

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

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

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

Reimbursable Direct Costs will be reimbursed upon presentation of appropriate documentation.

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

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

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

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

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

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

MAXIMUM ALLOWABLE FEE - The upper limit of compensation to the DESIGN SECTION ENGINEER, for all costs, shall be $ 4,000,000.00 (see *Exhibit B*), which limit may not be exceeded unless authorized by a Supplemental Contract and approved by the TOLLWAY's Board of Directors. This sum represents the maximum compensation limit for completion of all Engineering Services for all items of work included in the Scope of Design Section Engineering Services (Exhibit F). If potential additional services have been identified in the scope of work (Exhibit F), it is understood that these services may not be requested by the TOLLWAY. If these services are requested by the TOLLWAY to be performed by the DESIGN SECTION ENGINEER, Exhibits A-H (Cont) must be submitted by the DESIGN SECTION ENGINEER for the TOLLWAY's approval prior to commencement of the work.

REVISIONS TO THE SCOPE OF WORK - If at any time during the execution of the work

the DESIGN SECTION ENGINEER feels that he/she is being directed to perform services not included in the Scope Of Work, he/she will give immediate written notice to the Chief Engineering Officer of the TOLLWAY requesting a change in the Scope Of Work. This notification shall include the following:

A. Definition of the revision to the scope.
B. Documentation of the facts leading to or requiring the revision to the Scope of Work.
C. Scheduling impact.
D. Construction cost impact.
E. Design fee impact including:

    1. Labor
    2. Direct Cost
    3. Other

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

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

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

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

KEY PERSONNEL - Exhibit E is a list of the Key Personnel who will be assigned to this project, should this proposal be accepted, together with a brief resume for each. It is understood that the TOLLWAY reserves the right to review the performance of assigned personnel at any time and the DESIGN SECTION ENGINEER agrees to replace or re-assign personnel who are deemed by the TOLLWAY to not be suited to the task to which

they are assigned. The DESIGN SECTION ENGINEER further agrees to assign employees to this project in a manner which will minimize engineering design expenses to the TOLLWAY.

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

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

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

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

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

THIS PROPOSAL FOR DESIGN SECTION ENGINEERING SERVICES FOR

CONTRACT RR-18-9210

SUBMITTED BY:

FIRM NAME:	SRF Consulting Group, Inc./Singh & Associates, Inc.
ADDRESS:	One Carlson Parkway North, Suite 150
CITY, STATE &: ZIP CODE:	Minneapolis, MN 55447-4443
TELEPHONE:	763-475-0010
FACSIMILE:	866-440-6364
SIGNED BY:	[redacted]
PRINTED NAME:	Paul Martens
TITLE:	Chief Financial Officer

ILLINOIS TOLLWAY

STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: **RR-18-9210**

CONTRACTOR/CONSULTANT (NAME): **SRF Consulting Group, Inc.**

1. PAYMENT TERMS AND CONDITIONS:

1.1 Minority Contractor Initiative: Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of $1,000 or more is required to pay a fee of $15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.

1.2 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.

1.3 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (http://www.state.il.us/agency/idol/index.htm).

1.4 Federal Funding: This contract may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided in the award notice.

1.5 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through December 31 of any year must be submitted to the State no later than February 28 of the following year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

1.5.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency/University state tax exemption number and federal tax exemption information.

1.5.2 Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

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

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

4. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.

5. **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

6. **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.

7. **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

8. **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.

9. **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the Tollway and State of Illinois, their directors, agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any negligent act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.

10. **INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.

11. **SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

12. **COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

13. **BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.

14. **APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at http://www.ilga.gov/legislation/ilcs/ilcs.asp.

15. **ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.

16. **CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee, or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.

17. **NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

18. **MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

19. **PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.

20. **FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.

21. **SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

22. **WARRANTIES FOR SUPPLIES AND SERVICES:**

22.1 Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

22.2 Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

22.3 Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

23. **REPORTING, STATUS AND MONITORING SPECIFICATIONS:**

23.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.

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

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

25. SUPPLEMENTAL PROVISIONS

25.1 TOLLWAY SUPPLEMENTAL PROVISIONS

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

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

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

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

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

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

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

25.1.5.3 The Tollway is not currently an appropriated agency.

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

timeframe any arrests, indictments, convictions or other matters involving the Vendor, or any of its principals, that might occur while this contract is in effect. This reporting requirement does not apply to common offenses, including but not limited to minor traffic/vehicle offenses.

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

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

25.3 PAYMENT DATA REPORTING REQUIREMENT

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

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

25.4 VENDOR SUPPLEMENTAL PROVISIONS

☐ Vendor Supplemental Provisions:

STATE OF ILLINOIS

SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

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

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

_____N/A_____ hereby agrees to the exceptions provided by _____N/A_____and to the Additional Terms and Conditions provided by _____N/A_____.

Agreed: SRF Consulting Group, Inc.	Agreed:
By: Paul Martens	By:
Signed: [redacted]	Signed:
Position: Chief Financial Officer	Position:
Date: 8/24/2018	Date:

Illinois Tollway

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

Date: August 29, 2018 **Project Number:** RR-18-9210

Project Name: Intelligent Transportation Systems (ITS) Services Upon Request

CONTRACTOR/CONSULTANT DELINQUENT DEBT REVIEW

Sub-Contractor/Consultant Disclosure.
Will you be using any sub-consultants/contractors? ☒ Yes ☐ No

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

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

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

Contractor/Consultant: SRF Consulting Group, Inc.

Federal Employment Identification Number (FEIN): [redacted]

E-Mail: pmartens@srfconsulting.com

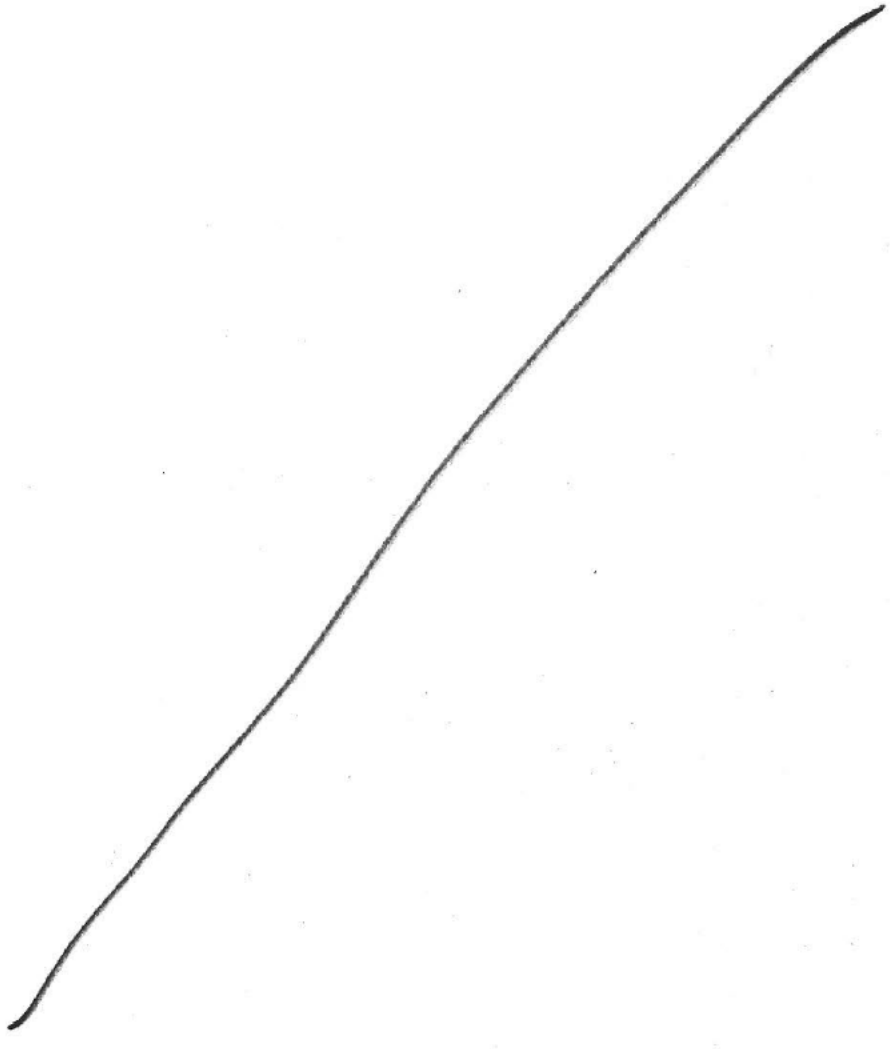
Include an attachment if more space is needed to provide the below information. The attachment must provide the requested information.

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

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)
SINGH and Associates	[redacted]	230 W Monroe St Suite 1400, Chicago, IL 60606	Engineering	20%
TranSmart		411 S. Wells Street, Suite 1000, Chicago, IL 60607	Engineering	15%
Michael Baker International		AT&T Center, 200 W Adams St #2800, Chicago, IL 60606	Engineering	10%
ITS Engineering, Limited		10 West 35th Street Suite 10F4-1, Chicago, IL 60616	Engineering	5%
Juneau		2100 State Street, Granite City, IL, 62040	Engineering	3%
GSG		2942 W. VanBuren, Chicago, IL 60612	Engineering	2%

Signature: [redacted] Date: August 29, 2018

Printed Name: Paul Martens



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: SRF Consulting Group, Inc.

Taxpayer Identification Number:

Social Security Number: N/A

or

Employer Identification Number [redacted]

Legal Status (check one):

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

Signature of Authorized Representative [redacted]

Date: November 13, 2018

STATE OF ILLINOIS
FORMS A

A vendor responding to a solicitation by the State of Illinois must return the information requested within this section with their bid or offer if they are not registered in the Illinois Procurement Gateway (IPG) and do not have an approved, unexpired IPG Registration Number. Failure to do so may render their bid or offer non-responsive and result in disqualification.

Please read this entire Forms A and provide the requested information as applicable and per the instructions. All forms and signature areas contained in this Forms A must be completed in full and submitted along with the bid in an Invitation for Bid; and completed in full and submitted along with the technical response and price proposal, which combined will constitute the Offer, in a Request for Proposal.

Vendor Name: SRF Consulting Group, Inc.	Phone: 763.475.0010
Street Address: 1 Carlson Parkway North	Email: marketing@srfconsulting.com
City, State Zip: Minneapolis, MN 55447	Vendor Contact: Erik Minge, PE

In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the State of Illinois does not discriminate in employment, contracts, or any other activity.

The State of Illinois encourages prospective vendors to consider hiring qualified veterans and Illinois residents discharged from any Illinois adult correctional center, in appropriate circumstances.

OUTLINE

FORMS A

Complete this section if you are <u>not</u> using an IPG (Illinois Procurement Gateway) Registration #

	Part
Business and Directory Information	1.
Illinois Department of Human Rights Public Contracts Number	2.
Authorized to Transact Business or Conduct Affairs in Illinois	3.
Standard Certifications	4.
State Board of Elections	5.
Disclosure of Business Operations in Iran	6.
Financial Disclosures and Conflicts of Interest	7.
Taxpayer Identification Number	8.

STATE OF ILLINOIS
BUSINESS AND DIRECTORY INFORMATION

1.1. Name of Business (official name and DBA)

SRF Consulting Group, Inc.

1.2. Business Headquarters (address, phone and fax)

1 Carlson Parkway North, Suite 150, Minneapolis, MN 55447

763.475.0010

866.440.6364

1.3. If a Division or Subsidiary of another organization provide the name and address of the parent

N/A

1.4. Billing Address

1 Carlson Parkway North, Suite 150

Minneapolis, MN 55447-4443

1.5. Name of Chief Executive Officer

David K. Montebello

1.6. Company Web Site Address

www.srfconsulting.com

1.7. Type of Organization (sole proprietor, corporation, etc.--should be same as on Taxpayer ID form below)

Corporation

1.8. Length of time in business

56 years

1.9. Annual Sales for Offeror's most recently completed fiscal year

52 million

1.10. Show number of full-time employees, on average, during the most recent fiscal year

320

1.11. Is your company at least 51% owned and controlled by individuals in one of the following categories? If "Yes," please check the category that applies:

1.11.1. Minority (30 ILCS 575/2(A)(1) & (3)) ☐ Yes

1.11.2. Women (30 ILCS 575/2(A)(2) & (4)) ☐ Yes

1.11.3. Person with Disability (30 ILCS 575/2(A)(2.05) & (2.1)) ☐ Yes

1.11.4. Disadvantaged (49 CFR 26) ☐ Yes

1.11.5. Veteran (30 ILCS 500/45-57) ☐ Yes

2.1. If Offeror employed fifteen or more full-time employees at the time of submission of their response to this solicitation or any time during the previous 365-day period leading up to submission, it must have a current IDHR Public Contract Number or have proof of having submitted a completed application for one **prior** to contract award or prior to bid opening for construction or construction-related services. 775 ILCS 5/2-101. If the Agency cannot confirm compliance, it will not be able to consider a Vendor's bid or offer. Please complete the appropriate sections below:

Name of Company (and DBA): SRF Consulting Group, Inc.

☐ (check if applicable) The number is not required as the company has not met or exceeded the number of employees that makes registration necessary under the requirements of the Human Rights Act described above.

IDHR Public Contracts Number: 124075-00 Expiration Date: 7/28/2022.

2.2. If number has not yet been issued, provide the date a completed application for the number was submitted to IDHR: N/A.

2.3. Upon expiration and until their Contractor Identification Number is renewed, companies will not be eligible to be awarded contracts by the State of Illinois or other jurisdictions that require a current IDHR number as a condition of contract eligibility. 44 ILL. ADM. CODE 750.210(a).

2.4. Numbers issued by the Department of Human Rights (or its predecessor agency, the Illinois Fair Employment Practices Commission) prior to July 1, 1998 are no longer valid. This affects numbers below 89999-00-0. Valid numbers begin with 900000-00-0.

2.5. If Offeror's organization holds an expired number, it must re-register with the Department of Human Rights.

2.6. Offeror may obtain an application form by:

2.6.1. Telephone: Call the IDHR Public Contracts Unit at (312) 814-2431 between Monday and Friday, 8:30 AM - 5:00 PM, CST. (TDD (312) 263-1579).

2.6.2. Internet: You may download the form from the Department of Human Rights' website at *https://www.illinois.gov/dhr/PublicContracts/Pages/default.aspx* .

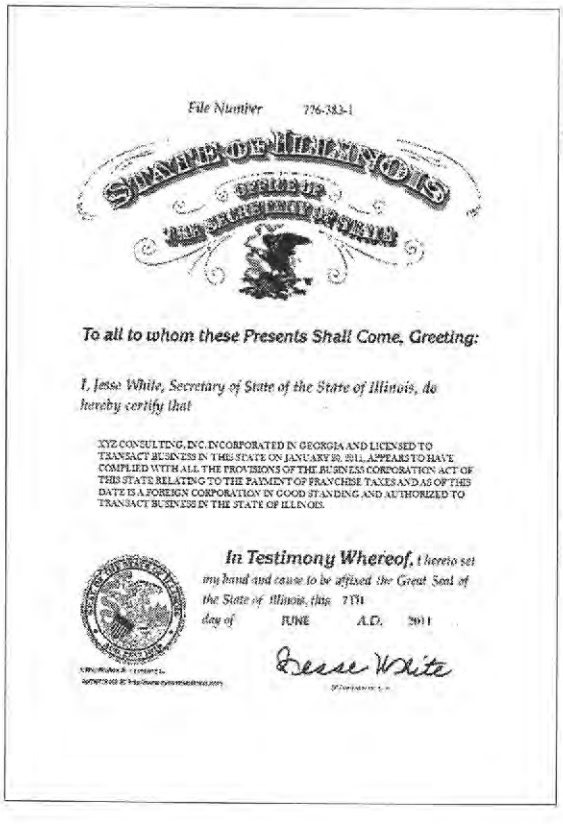
2.6.3. Mail: Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601.

3. A person, other than an individual acting as a sole proprietor, must be a duly constituted legal entity prior to submitting a bid, offer, or proposal. The legal entity must be authorized to transact business or conduct affairs in Illinois prior to execution of the contract. 30 ILCS 500/20-43.

   These requirements do not apply to construction contracts that are subject to the requirements of 30 ILCS 500/30-20 and 30 ILCS 500/33-10. The prequalification requirements of Sections 30-20 and 33-10 shall include the requirement that the bidder be registered with the Illinois Secretary of State.

   Prior to execution of the contract, the State may request evidence from a vendor that certifies it is authorized to transact business or conduct affairs in Illinois. Failure to produce evidence in a timely manner may be considered grounds for determining the Vendor non-responsive or not responsible. For information on registering to transact business or conduct affairs in Illinois, please visit the Illinois Secretary of State's Department of Business Services at their website at (*http://cyberdriveillinois.com/departments/business_services/home.html*) or your home county clerk.

EVIDENCE OF BEING AUTHORIZED TO TRANSACT BUSINESS OR CONDUCT AFFAIRS IN ILLINOIS IS THE SECRETARY OF STATE'S CERTIFICATE OF GOOD STANDING



File Number 776-383-1

To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

XYZ CONSULTING, INC. INCORPORATED IN GEORGIA AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON JANUARY 10, 2011, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES AND AS OF THIS DATE IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 7TH day of JUNE *A.D.* 2011

Jesse White

File Number 6498-654-6

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

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

SRF CONSULTING GROUP, INC., INCORPORATED IN MINNESOTA AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON JUNE 12, 2006, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 13TH *day of* APRIL *A.D.* 2017 .

Authentication #: 1710301456 verifiable until 04/13/2018
Authenticate at: http://www.cyberdriveillinois.com

Jesse White

SECRETARY OF STATE

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Certification form provided by the State.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

4.1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the State may void the contract, and
- the Vendor and it subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

4.2. 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.

4.3. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.

4.4. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) 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.

4.5. Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1-15.80, 20-43.

4.6. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.

4.7. 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.

4.8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after 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. 30 ILCS 500/50-10.

4.9. 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 and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.

4.10. 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), *amended* by Pub. Act No. 97-0895 (August 3, 2012).

4.11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.

4.12. 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 and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.

4.13. 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.

4.14. 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.

4.15. Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.

4.16. Vendor certifies that it has not retained 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.

4.17. Vendor certifies that if it has hired 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 were billed to the State. 30 ILCS 500/50-38.

4.18. 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.

4.19. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency grants an exception. 30 ILCS 565.

4.20. Drug Free Workplace

4.20.1. If Vendor employs 25 or more employees and this contract is worth more than $5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.

4.20.2. If Vendor is an individual and this contract is worth more than $5000, 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. 30 ILCS 580.

4.21. 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.

4.22. 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.

4.23. 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.

4.24. 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.

4.25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.

4.26. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.

4.27. Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.

4.28. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of 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 who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

4.29. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa) 30 ILCS 587.

4.30. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the 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.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

☐ Vendor is not required to register as a business entity with the State Board of Elections.

or

☒ Vendor has registered with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

4.31. 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.

4.32. For contracts other than construction contracts subject to the requirements of 30 ILCS 500/30-20 and 30 ILCS 500/33-10, a person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity to qualify as a bidder or offeror prior to submitting a bid, offer, or proposal. 30 ILCS 500/20-43. Vendor certifies that it is a legal entity as of the date for submitting this bid, offer, or proposal.

4.33. Vendor certifies that, for the duration of this contract it will:

- post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website or its successor system; or
- will provide an online link to these employment vacancies so that this link is accessible through the IllinoisJobLink.com website it successor system; or

- is exempt from 20 ILCS 1005/1005-47 because the contract is for construction-related services as that term is defined in section 1-15.20 of the Procurement Code; or the contract is for construction and vendor is a party to a contract with a bona fide labor organization and performs construction. (20 ILCS 1005/1005-47).

5. Section 50-37 of the Illinois Procurement Code prohibits political contributions of certain vendors, bidders and offerors. Additionally, section 9-35 of the Illinois Election Code governs provisions relating to reporting and making contributions to state officeholders, declared candidates for State offices and covered political organizations that promote the candidacy of an officeholder or declared candidate for office. The State may declare any resultant contract void if these Acts are violated.

Generally, if a vendor, bidder, or offeror is an entity doing business for profit (i.e. sole proprietorship, partnership, corporation, limited liability company or partnership, or otherwise) and has contracts with State agencies that annually total more than $50,000 or whose aggregate pending bids or proposals and current State contracts that total more than $50,000, the vendor, bidder, or offeror is prohibited from making political contributions and must register with the State Board of Elections. 30 ILCS 500/20-160.

EVIDENCE OF REGISTRATION WITH THE STATE BOARD OF ELECTIONS IS THE CERTIFICATE OF REGISTRATION



Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 138

ABC Corporation
123 Main Street
Anywhere, IL USA 62707

Information for this business last updated on
Wednesday, October 13, 2010

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 19069

SRF Consulting Group, Inc

One Carlson Parkway North
Suite 150
Minneapolis MN 55447

Information for this business last updated on:

Wednesday, August 15, 2018

Certificate produced on Wednesday, August 15, 2018 at 10:17 AM

Registered
SEAL OF THE STATE BOARD OF ELECTIONS ILLINOIS
Business

STATE OF ILLINOIS
DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN

6. In accordance with 30 ILCS 500/50-36, each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 of the Illinois Procurement Code, will include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

   - more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action; or

   - the company has, on or after August 5, 1996, made an investment of $20 million or more, or any combination of investments of at least $10 million each that in the aggregate equals or exceeds $20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

A bid or offer that does not include this disclosure may be given a period after the bid or offer is submitted to cure non-disclosure. A chief procurement officer may consider the disclosure when evaluating the bid or offer or awarding the contract.

☒ There are no business operations that must be disclosed to comply with the above cited law.

☐ The following business operations are disclosed to comply with the above cited law:

N/A

STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

The Financial Disclosures and Conflicts of Interest form ("form") must be accurately completed and submitted by the vendor, parent entity(ies), and subcontractors. There are **nine** steps to this form and each must be completed as instructed in the step heading and within the step. A bid or offer that does not include this form shall be considered non-responsive. The Agency will consider this form when evaluating the bid or offer 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.

Separate forms are required for the vendor, parent entity(ies), and subcontractors.

This disclosure is submitted for:

☒ Vendor

☐ Vendor's Parent Entity(ies) (100% ownership)

☐ Subcontractor(s) >$50,000 (annual value)

☐ Subcontractor's Parent Entity(ies) (100% ownership) > $50,000 (annual value)

Project Name	Intelligent Tranportation Systems (ITS) Services Upon Request
Illinois Procurement Bulletin Number	22042820
Contract Number	RR-18-9210
Vendor Name	SRF Consulting Group, Inc.
Doing Business As (DBA)	
Disclosing Entity	SRF Consulting Group, Inc.
Disclosing Entity's Parent Entity	SRF Consulting Group, Inc. ESOP
Subcontractor	N/A
Instrument of Ownership or Beneficial Interest	Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation) ☐ If you selected Other, please describe: N/A

STEP 1
SUPPORTING DOCUMENTATION SUBMITTAL

(All vendors complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation that 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 100 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.

STEP 2
DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

(All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

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

OPTION A – Ownership Share and Distributive Income

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

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

TABLE – X

Name	Address	Percentage of Ownership	$ Value of Ownership
SRF Consulting Group, Inc ESOP	1 Carlson Parkway, Suite 150 Plymouth, MN 55447	100%	12,500,408

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

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

TABLE – Y

Name	Address	% of Distributive Income	$ Value of Distributive Income
SRF Consulting Group, Inc. ESOP	1 Carlson Parkway, Suite 150 Plymouth, MN 55447	100%	varies

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**

STEP 3
DISCLOSURE OF LOBBYIST OR AGENT

(Complete only if bid, offer, or contract has an annual value over $50,000)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

☐ Yes ☒ No. Is your company represented by or do you 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 other agent who is not identified through Step 2, Option A above and 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.

If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information.

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: N/A

STEP 4
PROHIBITED CONFLICTS OF INTEREST

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: N/A

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
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% 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 ($354,824.00)? ☐ Yes ☐ No

STEP 5
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

(Complete only if bid, offer, or contract has an annual value over $50,000)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: N/A

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

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 6
EXPLANATION OF AFFIRMATIVE RESPONSES

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

STEP 7
POTENTIAL CONFLICTS OF INTEREST RELATING TO DEBARMENT & LEGAL PROCEEDINGS

(Complete only if bid, offer, or contract has an annual value over $50,000)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

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: SRF Consulting Group, Inc.

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
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. N/A

STEP 8
DISCLOSURE OF CURRENT AND PENDING CONTRACTS

(Complete only if bid, offer, or contract has an annual value over $50,000)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relat+ionships with units of State of Illinois government?

☒ Yes ☐ No.

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

Agency	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Illinois Dept of Transportation	SCAT Program	Active	283,034	PTB No. 184-038

Illinois Dept of Transportation	I-94/US 41 Smart Hwy	Active	337,105	Subconsultant to Jacobs Engineering PTB 168-8

Please explain the procurement relationship: Vendor/Subcontractor

STEP 9
SIGN THE DISCLOSURE

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

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: SRF Consulting Group, Inc.

Signature: [redacted] Date: November 13th, 2018

Printed Name: Paul Martens

Title: Chief Financial Officer

Phone Number: 763-475-0010

Email Address: pmartens@srfconsulting.com

STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

The Financial Disclosures and Conflicts of Interest form ("form") must be accurately completed and submitted by the vendor, parent entity(ies), and subcontractors. There are **nine** steps to this form and each must be completed as instructed in the step heading and within the step. A bid or offer that does not include this form shall be considered non-responsive. The Agency/University will consider this form when evaluating the bid or offer 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.

Separate forms are required for the vendor, parent entity(ies), and subcontractors.

This disclosure is submitted for:

☐ Vendor

☒ Vendor's Parent Entity(ies) (100% ownership)

☐ Subcontractor(s) >$50,000 (annual value)

☐ Subcontractor's Parent Entity(ies) (100% ownership) > $50,000 (annual value)

Project Name	Intelligent Tranportation Systems (ITS) Services Upon Request
Illinois Procurement Bulletin Number	22042820
Contract Number	RR-18-9210
Vendor Name	SRF Consulting Group, Inc.
Doing Business As (DBA)	
Disclosing Entity	SRF Consulting Group, Inc. ESOP
Disclosing Entity's Parent Entity	
Subcontractor	N/A
Instrument of Ownership or Beneficial Interest	Other ☒ If you selected Other, please describe: ESOP

STEP 1
SUPPORTING DOCUMENTATION SUBMITTAL

(All vendors complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation that 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 100 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.

STEP 2
DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

(All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

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

OPTION A – Ownership Share and Distributive Income

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

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

TABLE – X			
Name	**Address**	**Percentage of Ownership**	**$ Value of Ownership**

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

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

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

Disclosure of Financial Interests - RR-18-9210
SRF Consulting Group, Inc.

TABLE -X

Name		Address	Percentage of Ownership	$ Value of Ownership
Montebello	David	1 Carlson Parkway Ste 150 Plymouth MN 55447	1.3%	133,329.55
Warner	Barry	1 Carlson Parkway Ste 150 Plymouth MN 55447	1.3%	130,216.37
Martens	Paul	1 Carlson Parkway Ste 150 Plymouth MN 55447	1.3%	127,519.02
Dvorak	James	1 Carlson Parkway Ste 150 Plymouth MN 55447	1.2%	123,613.15
Scott	Brian	1 Carlson Parkway Ste 150 Plymouth MN 55447	1.2%	114,815.91
Phenow	Timothy	1 Carlson Parkway Ste 150 Plymouth MN 55447	1.1%	113,773.67
Geerdes	Randall	1 Carlson Parkway Ste 150 Plymouth MN 55447	1.1%	113,773.31
Holte	Kenneth	1 Carlson Parkway Ste 150 Plymouth MN 55447	1.1%	110,814.56
Cote	Marie	1 Carlson Parkway Ste 150 Plymouth MN 55447	1.1%	110,663.00

TABLE -Y

Name		Address	% of Distributive Income	$ Value of Distributive Income
Montebello	David	1 Carlson Parkway Ste 150 Plymouth MN 55447	N/A	N/A
Warner	Barry	1 Carlson Parkway Ste 150 Plymouth MN 55447	N/A	N/A
Martens	Paul	1 Carlson Parkway Ste 150 Plymouth MN 55447	N/A	N/A
Dvorak	James	1 Carlson Parkway Ste 150 Plymouth MN 55447	N/A	N/A
Scott	Brian	1 Carlson Parkway Ste 150 Plymouth MN 55447	N/A	N/A
Phenow	Timothy	1 Carlson Parkway Ste 150 Plymouth MN 55447	N/A	N/A
Geerdes	Randall	1 Carlson Parkway Ste 150 Plymouth MN 55447	N/A	N/A
Holte	Kenneth	1 Carlson Parkway Ste 150 Plymouth MN 55447	N/A	N/A
Cote	Marie	1 Carlson Parkway Ste 150 Plymouth MN 55447	N/A	N/A

Please certify that the following statements are true.

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

☒ Yes ☐ No

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

☒ Yes ☐ No

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

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

TABLE – Z

Name	Address
N/A	N/A

STEP 3
DISCLOSURE OF LOBBYIST OR AGENT

(Complete only if bid, offer, or contract has an annual value over $50,000)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

☐ Yes ☒ No. Is your company represented by or do you 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 other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? 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.

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/University contract: N/A

STEP 4
PROHIBITED CONFLICTS OF INTEREST

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

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: Montebello, David; Warner, Barry; Martens, Paul; Dvorak, James; Scott, Brian; Phenow, Tim; Geerdes, Randall; Holte, Ken; Cote, Marie

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
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% 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 ($354,824.00)? ☐ Yes ☐ No

STEP 5
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

(Complete only if bid, offer, or contract has an annual value over $50,000)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

Step 5 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: Montebello, David; Warner, Barry; Martens, Paul; Dvorak, James; Scott, Brian; Phenow, Tim; Geerdes, Randall; Holte, Ken; Cote, Marie

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

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 6
EXPLANATION OF AFFIRMATIVE RESPONSES

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

STEP 7
POTENTIAL CONFLICTS OF INTEREST RELATING TO DEBARMENT & LEGAL PROCEEDINGS

(Complete only if bid, offer, or contract has an annual value over $50,000)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

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: Montebello, David; Warner, Barry; Martens, Paul; Dvorak, James; Scott, Brian; Phenow, Tim; Geerdes, Randall; Holte, Ken; Cote, Marie

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
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. N/A

STEP 8
DISCLOSURE OF CURRENT AND PENDING CONTRACTS

(Complete only if bid, offer, or contract has an annual value over $50,000)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

☐ Yes ☒ No.

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

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #

Please explain the procurement relationship: N/A

STEP 9
SIGN THE DISCLOSURE

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

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: SRF Consulting Group, Inc. ESOP

Signature: [redacted] Date: 11/12/18

Printed Name: Paul Martens

Title: Chief Financial Officer

Phone Number: 763-475-0010

Email Address: pmartens@srfconsulting.com

ILLINOIS TOLLWAY

STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: RR-18-9210

CONTRACTOR/CONSULTANT (NAME): Singh & Associates, Inc.

1. PAYMENT TERMS AND CONDITIONS:

1.1 Minority Contractor Initiative: Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of $1,000 or more is required to pay a fee of $15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.

1.2 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.

1.3 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (http://www.state.il.us/agency/idol/index.htm).

1.4 Federal Funding: This contract may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided in the award notice.

1.5 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through December 31 of any year must be submitted to the State no later than February 28 of the following year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

1.5.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency/University state tax exemption number and federal tax exemption information.

1.5.2 Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

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

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

4. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.

5. **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

6. **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.

7. **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

8. **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.

9. **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the Tollway and State of Illinois, their directors, agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any negligent act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.

10. **INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.

11. **SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

12. **COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

13. **BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.

14. **APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at http://www.ilga.gov/legislation/ilcs/ilcs.asp.

15. **ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.

16. **CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee, or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.

17. **NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

18. **MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

19. **PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.

20. **FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.

21. **SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

22. **WARRANTIES FOR SUPPLIES AND SERVICES:**

22.1 Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

22.2 Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

22.3 Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

23. **REPORTING, STATUS AND MONITORING SPECIFICATIONS:**

23.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.

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

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

25. SUPPLEMENTAL PROVISIONS

25.1 TOLLWAY SUPPLEMENTAL PROVISIONS

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

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

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

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

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

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

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

25.1.5.3 The Tollway is not currently an appropriated agency.

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

timeframe any arrests, indictments, convictions or other matters involving the Vendor, or any of its principals, that might occur while this contract is in effect. This reporting requirement does not apply to common offenses, including but not limited to minor traffic/vehicle offenses.

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

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

25.3 VENDOR SUPPLEMENTAL PROVISIONS

☐ Vendor Supplemental Provisions:

STATE OF ILLINOIS

SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

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

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

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

Agreed: Singh & Associates, Inc.	Agreed:
By: Harvind K. Singh	By:
Signed: [redacted]	Signed:
Position: Executive Vice President	Position:
Date: August 22, 2018	Date:

Illinois Tollway

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

Date: August 22, 2018 **Project Number:** ~~PSB 18-3 Item 9~~ | RR-18-9210

Project Name: Intelligent Transportation Systems (ITS) Services Upon Request

CONTRACTOR/ CONSULTANT **DELINQUENT DEBT REVIEW**

Sub-Contractor/Consultant Disclosure.
Will you be using any sub-consultants/contractors? ☐ Yes ☒ No

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

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

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

Contractor/Consultant: Singh & Associates, Inc.

Federal Employment Identification Number (FEIN): [redacted]

E-Mail: hkaur@singhinc.com

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

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

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)
[redacted]				

Signature: [redacted] **Date:** August 22, 2018

Printed Name: Harvind K. Singh

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 12820

Singh & Associates, Inc.

230 West Monroe Street, Suite 1400

Chicago IL 60606

Information for this business last updated on:

Thursday, October 5, 2017

Certificate produced on Thursday, October 05, 2017 at 11:40 AM

Registered SEAL OF THE STATE BOARD OF ELECTIONS ILLINOIS Business

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: NA

Business Name: Singh & Associates, Inc.

Taxpayer Identification Number:

Social Security Number: NA

or

Employer Identification Number: [redacted]

Legal Status (check one):

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

Signature of Authorized Representative: [redacted]

Date: August 21, 2018

STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

IPB Reference #: 22042820 Procurement/Contract #: PSB 18-3 Item 9 | RR-18-9210

This Forms B may be used when responding to an Invitation for Bid (IFB) or a Request for Proposal (RFP) if the vendor is registered in the Illinois Procurement Gateway (IPG) and has a valid IPG Registration Number that is active and not expired.

If a vendor does not have a valid IPG registration number, then the vendor must complete and submit Forms A with their response. Failure to do so may render the submission non-responsive and result in disqualification.

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

1. Certification of Illinois Procurement Gateway Registration

My business has a valid Illinois Procurement Gateway (IPG) registration. The State of Illinois Chief Procurement Office approved the registration and provided the IPG registration number and expiration date disclosed in this Forms B.

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

IPG Registration #: 20061362 IPG Expiration Date: July 16, 2019

2. Certification Timely to this Solicitation or Contract

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

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

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

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

Name	Address	Relationship to Disclosing Entity
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: None

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 #
Please see attached.	Please see attached.	Please see attached.	Please see attached.	Please see attached.

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: Singh & Associates, Inc.

Street Address: 230 W. Monroe Street, Suite 1400

City, State, Zip: Chicago, IL 60606

Phone: 312.629.0240

Email: hkaur@singhinc.com

Vendor Contact: Harvind K. Singh

Signature: [redacted]

Date: August 21, 2018

Printed Name: Harvind K. Singh

Title: Executive Vice President

Disclosure of Other Contracts and Procurement Related Information
Form B

Agency /University	Project Title	Status	Value	Contract Reference/PO/Illinois Procurement Bulletin #
CDB	Various Improvement District 1 IDOT - Naperville Yard	Active Contract	$ 37,800	1767-4447-50
CDB	Marseilles Armory	Pending Contract	Unknown	
IDOT	Various Phase I/II Projects (Sub)	Active Contract	$ 60,000	D-92-026-11; PTB 158/016
IDOT	District 1 Various Signals	Active Contract	$ 345,000	D-91-311-13; PTB 168/011
IDOT	41 from Kennedy/Edens Junction to WI	Active Contract	$ 369,000	P-91-376-13; PTB 168/006
IDOT	Various Phase II Projects (Sub)	Active Contract	$ 90,000	D-91-314-13; PTB 168/007
IDOT	Phase I Various ADA Projects (Sub)	Active Contract	$ 51,000	P-91-195-14; PTB 171-006
IDOT	Various ITS and Electrical Projects, DUR	Active Contract	$ 500,000	D-91-354-14; PTB 172-008
IDOT	Various Phase II Traffic Signal Design Projects (Sub)	Active Contract	$ 103,000	D-91-333-14; PTB 172-006
IDOT	Phase I Studies for Various Projects (Sub)	Active Contract	$ 173,000	P-91-442-14; PTB 173-006
IDOT	Various Pump Station Project (Sub)	Active Contract	$ 50,000	D-30-003-15; PTB 174-017
IDOT	IL 83 at IL 171Intersection (Sub)	Active Contract	$ 33,000	PTB 174-008
IDOT	Phase I Studies for Various Projects (Sub)	Pending Contract	per Work Order	P-91-1251-15; PTB 174-001
IDOT	IL 53, W. Arsenal Rd to US 52	Active Contract	$ 42,000	D-91-130-15; PTB 174-003
IDOT	Various Phase I Projects (Sub)	Active Contract	$ 163,000	P-91-224-15; PTB 175-011
IDOT	IL 53, IL 68 from US 12 to Kennedy Drive/Frontage Road, Phase II Project (Sub)	Active Contract	$ 82,600	D-91-113-15; PTB 175-015
IDOT	IL 43, 46th Street to Archer Avenue (Sub)	Active Contract	$ 153,500	P-91-475-16 | PTB 181-003
IDOT	Various Phase II Projects (Sub)	Active Contract	$ 75,000	D-91-115-17; PTB 182-004
IDOT	Strategic & Financial Planning Assistance for Alternative Contracting Methods (Sub)	Active Contract	$ 80,000	22040124 | 17-103616
IDOT	East Avenue at 47th Street Intersection	Active Contract	$ 250,000	D-91-215-17; PTB 185-014
IDOT	Various Traffic Signals (Sub)	Active Contract	$ 98,000	PTB 159-009

Vendor Registration: View

Help & Tools

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

SINGH & ASSOCIATES, INC. System Vendor Number: 20061362

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

Show only flagged items.

Vendor Registration

TYPE	State of Illinois Vendor Registration
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	7/9/2018
STATUS	Accepted
REVIEWER	Richard Flynn
DATE REVIEWED	7/16/2018
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	7/16/2019
FLAG FORM	Add Flag

Settings

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

Entity Information

BUSINESS NAME	SINGH & ASSOCIATES, INC.
CONTACT FOR THIS SUBMISSION	Marissa Modesto (change contact)
PRIMARY CONTACT EMAIL	mmodesto@singhinc.com
PHONE	312-629-0240
FAX	312-629-8449
COMPANY EMAIL	hkaur@singhinc.com
TAX ID NUMBER	[redacted]
COMPANY TYPE	Corporation
ADDRESS	230 W MONROE ST STE 1400 CHICAGO, IL 60606 [edit address]

Vendor Registration: View Form

Help & Tools

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SINGH & ASSOCIATES, INC. System Vendor Number: 20061362

Return to Main Form

Vendor Registration

FORM NAME	A - B. Business Information & Additional Information
DESCRIPTION	Complete section A and B, in order to submit this form.
DATE SUBMITTED	7/9/2018
STATUS	Accepted
BUSINESS NAME	SINGH & ASSOCIATES, INC.
POINT OF CONTACT	Marissa Modesto
FLAG FORM	Add Flag

A. Business Information

1. YOUR BUSINESS IS REGISTERING AS A	Prime Contractor and Subcontractor- All Forms A-I must be completed.
2. NAME OF CEO/BUSINESS OWNER	Sadhu Singh Rikhiraj
3. ANNUAL SALES/GROSS RECEIPTS	4,000,000
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	09/21/1987
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business statewide.
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	Harvind Kaur Singh
CONTACT PERSON TITLE	Executive Vice President
CONTACT PERSON PHONE	312.629.0240
CONTACT PERSON EMAIL	hkaur@singhinc.com

B. Additional Information

1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	Small Business Set-Aside Program (SBSP)Other Government Agency Illinois Department of Transportation

Vendor Registration: View Form

Help & Tools

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

SINGH & ASSOCIATES, INC. System Vendor Number: 20061362

Return to Main Form

Vendor Registration

FORM NAME	C. Small Business Set-Aside Program
DESCRIPTION	Complete the Small Business Set-Aside Program form
DATE SUBMITTED	7/9/2018
STATUS	Accepted
BUSINESS NAME	SINGH & ASSOCIATES, INC.
POINT OF CONTACT	Marissa Modesto
FLAG FORM	Add Flag

C. Small Business Set-Aside Program

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

Yes - My business is already registered in this program and I would like to re-qualify

Document	Status
SBSP Re-Qualification Statement **SINGH IPG SBSP Re-Qualification Statement.pdf** (PDF) **SINGH SBSP Re-Qualification Statement** (PDF, 78.42 KB)	Attached by Marissa Modesto on 7/5/2018

Additional Information

STAFF ATTACHED FILE(S)

Attach File

Refresh List **after attaching file(s).**

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Vendor Registration: View Form

Help & Tools

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

SINGH & ASSOCIATES, INC. System Vendor Number: 20061362

Return to Main Form

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

Show only flagged items.

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	7/9/2018
STATUS	Accepted
BUSINESS NAME	SINGH & ASSOCIATES, INC.
POINT OF CONTACT	Marissa Modesto
FLAG FORM	Add Flag

D. Department of Human Rights (DHR)

1. HIGHEST NUMBER OF EMPLOYEES (INCLUDING FULL AND PART TIME EMPLOYEES) AT ANY TIME DURING THE PAST YEAR	30
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business had 15 or more employees at any time within the past year. 99108-00

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

Refresh List **after attaching file(s).**

Vendor Registration: View Form

Help & Tools

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

SINGH & ASSOCIATES, INC. System Vendor Number: 20061362

Return to Main Form

Vendor Registration

FORM NAME	**F - G. Certifications & Board of Elections**
DESCRIPTION	Complete section F - G, In order to submit the form.
DATE SUBMITTED	7/9/2018
STATUS	Accepted
BUSINESS NAME	SINGH & ASSOCIATES, INC.
POINT OF CONTACT	Marissa Modesto
FLAG FORM	Add Flag

F. Certifications

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

Yes

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

N/A

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

Yes

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

Yes

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

Yes

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

EXHIBIT "1"

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, I certify my business is registered with BOE.

12820

Additional Information

STAFF ATTACHED FILE(S)

Attach File

Refresh List **after attaching file(s).**

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SINGH & ASSOCIATES, INC. System Vendor Number: 20061362

Return to Main Form

Vendor Registration

FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	7/9/2018
STATUS	Accepted
BUSINESS NAME	SINGH & ASSOCIATES, INC.
POINT OF CONTACT	Marissa Modesto
FLAG FORM	Add Flag

H. Iran Disclosure

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

No business operations to disclose.

Additional Information

STAFF ATTACHED FILE(S)

Attach File

Refresh List **after attaching file(s).**

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SINGH & ASSOCIATES, INC. System Vendor Number: 20061362

Return to Main Form

Vendor Registration

FORM NAME	**I. Financial Disclosure & Conflicts of Interest**
DESCRIPTION	**Complete the Financial Disclosure & Conflicts of Interest form**
DATE SUBMITTED	7/9/2018
STATUS	Accepted
BUSINESS NAME	SINGH & ASSOCIATES, INC.
POINT OF CONTACT	Marissa Modesto
FLAG FORM	Add Flag

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?

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
List of individuals or entities meeting one or more of the listed thresholds. IPG Percentage of Ownership and Distributive Income Form.pdf (PDF) SINGH IPG Ownership Form (PDF, 114.31 KB)	Attached by Marissa Modesto on 7/5/2018

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

Yes

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

EXHIBIT "1"

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

EXHIBIT "1"

ILLINOIS PROCUREMENT GATEWAY
PERCENTAGE OF OWNERSHIP AND DISTRIBUTIVE INCOME FORM

Vendor Name: Singh & Associates, Inc.

DBA: NA

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
Sadhu Singh Rikhiraj	[redacted]	70%	Click here to enter text.	Click here to enter text.	Click here to enter text.
Harvind K. Singh		13.6%	Click here to enter text.	Click here to enter text.	Click here to enter text.
Inder K. Rikhiraj	[redacted]	13.6%	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/24/2019

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

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

PRODUCER	CONTACT NAME: Jeanne Danmeier
H. Robert Anderson and Associates, Inc. 8201 Norman Center Drive Suite 220 Bloomington MN 55437	PHONE (A/C, No, Ext): (952) 893-1933 FAX (A/C, No): (952) 893-1819 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: XL Specialty Insurance Co.	37885
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
SRF Consulting Group, Inc.
One Carlson Parkway North
Suite 150
Minneapolis MN 55447

COVERAGES **CERTIFICATE NUMBER: 2018 - 2019 1** **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			DPR9927927	7/1/2018	7/1/2019	Each Claim/	$10,000,000
							Each Policy Year Aggregate	$10,000,000

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

REISSUED.

Project: Contract RR-18-9210
If required by written, executed contract with Insured, as per the policy endorsement language, a 30 day notice of cancellation applies.

This certificate or memorandum of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE [redacted]

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/24/2019

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

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

PRODUCER Marsh & McLennan Agency LLC 7225 Northland Dr N #300 Minneapolis MN 55428	**CONTACT NAME:** Joshua Byers **PHONE (A/C, No, Ext):** 763-746-8281 **FAX (A/C, No):** **E-MAIL ADDRESS:** josh.byers@marshmma.com
INSURED SRFCONSU SRF Consulting Group, Inc. One Carlson Parkway, #150 Minneapolis MN 55447	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : Continental Casualty Co — 20443 INSURER B : American Casualty Company of Reading PA — 20427 INSURER C : Continental Insurance Company — 35289 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 240956517 **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	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC [X] OTHER:			6018496289	6/30/2018	6/30/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			6018496292	6/30/2018	6/30/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			6018496275	6/30/2018	6/30/2019	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6042762355	6/30/2018	6/30/2019	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

Project: Contract RR-18-9210

Illinois State Toll Highway Authority is Additional Insured on a primary and non-contributory basis as required by written contract or agreement limited to the General Liability and Automobile Liability coverage. Umbrella follows form.

Per the cancellation clause contained in the policies noted on this certificate, the policy provisions include at least 30 days notice of cancellation; 10 days notice for non-payment of premium.

CERTIFICATE HOLDER

Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove IL 60515

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[redacted]

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NOTICE OF CANCELLATION OR MATERIAL CHANGE – DESIGNATED PERSON OR ORGANIZATION

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

In the event of cancellation or material change that reduces or restricts the insurance provided by this Coverage Form, we agree to send prior notice of cancellation or material change to the person or organization scheduled below at the address scheduled below. This endorsement does not amend our obligation to notify the Named Insured of cancellation as described in the Common Policy Conditions or in another endorsement attached to this policy.

SCHEDULE

1. **Number of days advance notice:**

   10 Days if we cancel for non-payment of premium.

   30 Days if the policy is cancelled for any other reason, or if coverage is restricted or reduced by endorsement.

2. **Person or Organization's Name and Address**

Name:	SRF CONSULTING, INC.
Attention:	
Street Address:	[redacted]
City, State, ZIP:	MN 55447
e-mail address:	

All other terms and conditions of the Policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED COVERAGE ENDORSEMENT – BA PLUS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILTY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; **provided that,**

   b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.

2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

   The insurance afforded by this provision **A.2.:**

   a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.

   b. Does not apply to:

      (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or

      (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.

3. Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.

4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision **A. Who Is An Insured,** includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

1. In **a.(2),** the limit for the cost of bail bonds is increased from $2,000 to $5,000, and
2. In **a.(4),** the limit for the loss of earnings is increased from $250 to $500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Towing

Section III. Paragraph A.2., is revised to include Light Trucks up to 10,000 pounds G.V.W.

B. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

C. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

a. $60 per day, in lieu of $20; subject to

b. $1,800 maximum, in lieu of $600.

D. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

a. $1,000 maximum, in lieu of $600.

E. Personal Property

The following is added to **Section III, Paragraph A.4.**

c. We will pay up to $500 for loss to **Personal Property** which is:

(1) Owned by an "insured"; and

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(2) In or on the covered "auto."

This coverage applies only in the event of a total theft of your covered "auto."

This insurance is excess over any other collectible insurance and no deductible applies.

F. Rental Reimbursement

The following is added to **Section III, Paragraph A.4.:**

d. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto." Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.

1. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

(a) The number of days reasonably required to repair or replace the covered "auto"; or,

(b) 15 days.

2. Our payment is limited to the lesser of the following amounts:

(a) Necessary and actual expenses incurred; or,

(b) $25 per day subject to a maximum of $375.

3. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

4. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

G. Hired "Autos"

The following is added to **Section III. Paragraph A.:**

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

a. Any covered "auto" you lease, hire, rent or borrow without a driver; and

b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or $75,000 whichever is less minus a $500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.

d. The physical damage coverage as is provided by this provision will be limited to the types of physical damage coverage(s) provided on your owned "autos."

e. Such physical damage coverage for hired "autos" will:

(1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

(2) Such coverage as is provided by this provision **G.e.(1)** will be subject to a limit of $750 per "accident."

H. Airbag Coverage

The following is added to **Section III, Paragraph B.3.**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

I. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories

d. A $100 per occurrence deductible applies to the coverage provided by this provision.

J. Diminution In Value

The following is added to **Section III, Paragraph B.6.**

Subject to the following, the "diminution in value" exclusion does not apply to:

a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and

b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual

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"employee's" name, with your permission, while performing duties related to the conduct of your business.

c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.

d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:

(1) $5,000; or

(2) 20% of the "auto's" actual cash value (ACV)

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III:**

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:

a. An "auto" owned by that "executive officer" or a member of that person's household; or

b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision will be:

(1) Equal to the greatest of those coverages afforded any covered "auto"; and

(2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.**

(4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**

(6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

C. Policy Period, Coverage Territory

Section IV, Paragraph B.7.b.(5) is revised to provide:

a. 45 days of coverage in lieu of 30 days

V. DEFINITIONS

Section V. Paragraph C. is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these

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CNA PARAMOUNT

Cancellation / Non-Renewal – Minnesota

Wherever used in this endorsement: 1) Insurer means "we", "us", "our" or the "Company" as those terms may be defined in the policy; and 2) Named Insured means the first person or entity named on the declarations page; and 3) "Insured(s)" means all persons or entities afforded coverage under the policy.

Any cancellation, non-renewal or termination provision(s) in the policy are deleted in their entirety and replaced with the following:

CANCELLATION AND NON-RENEWAL

A. CANCELLATION

1. The Named Insured may cancel the policy at any time. To do so, the Named Insured must return the policy to the Insurer or any of its authorized representatives, indicating the effective date of cancellation; or provide a written notice to the Insurer, stating when the cancellation is to be effective.

2. The Insurer may cancel the policy by mailing or delivering to the Named Insured written notice of cancellation, including the reason for the cancellation, within the first eighty-nine (89) days. The Insurer must mail notice of cancellation to the Named Insured, at the last mailing address known to the Insurer prior to the effective date of cancellation. The Named Insured will receive at least ten (10) days prior notice, if the Insurer cancels for non-payment of premium; or sixty (60) days notice, if the Insurer cancels for any other reason.

3. If the policy has been in effect for ninety (90) days or more or at any time if the policy is a renewal with the Insurer, it may be canceled only for one of the following reasons:

   a. Non-payment of premium;
   b. Material misrepresentation or fraud;
   c. Any insured violated the terms and conditions of this policy;
   d. The risk originally accepted has measurably increased;
   e. Loss of reinsurance;
   f. Determination by the Commissioner that continuation of the policy could place the Insurer in violation of Minnesota law;
   g. Refusal to eliminate known conditions that may increase the potential for loss after notification by the Insurer that the condition must be removed.

   The Insurer will mail or deliver written notice of cancellation to the Named Insured including the reason for cancellation, at the last mailing address known to the Insurer prior to the effective date of cancellation. The Named Insured will receive at least ten (10) days prior notice, if the Insurer cancels for non-payment of premium; or sixty (60) days prior notice, if the Insurer cancels for any other permissible reason.

4. If the Insurer cancels for non-payment of premium, the notice will also include the amount of premium due, the due date and the effect of non-payment by the due date. However, the Named Insured may continue the coverage by payment in full at any time prior to the date which the cancellation is effective.

5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

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B. PREMIUM REFUND

If this policy is cancelled, the Insurer will send the Named Insured any premium refund due. If the Insurer cancels the refund will be pro rata. If the Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if the Insurer has not made or offered a refund.

C. NON-RENEWAL

1. The Insurer can non-renew the policy by providing written notice to the Named Insured, at the last mailing address known to the Insurer, at least sixty (60) days prior to the effective date of such non-renewal. If notice is mailed, proof of mailing will be sufficient proof of notice.

2. Like notice of non-renewal will state the actual reason for non-renewal.

D. CONDITIONAL RENEWAL

If the Insurer conditions renewal of the Named Insured's policy at less favorable terms as to the dollar amount of coverage, deductibles, higher rates or rating plans, such less favorable terms will take effect on the renewal date if the Insurer has notified the Named Insured of the less favorable terms at least (60) days prior to the effective date of such renewal. If notice is mailed, proof of mailing will be sufficient proof of notice.

If the Insurer has not given such advance notice, the Named Insured may cancel the renewal policy within sixty (60) days after receiving notice, and any earned premium shall be calculated on a pro-rata basis.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA PARAMOUNT

Architects, Engineers and Surveyors General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **I.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **I.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Engineers, Architects or Surveyors Engaged By You

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

a. in connection with the **Named Insured's** premises; or

b. in the performance of the **Named Insured's** ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named Insured**, including but not limited to:

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1. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. supervisory, inspection, architectural or engineering activities.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

   a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

   b. the construction, erection, or removal of elevators; or

   c. the ownership, maintenance or use of any elevators covered by this insurance; or

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2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

a. **Bodily injury**, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

b. **Bodily injury** or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

l. **Trade Show Event Lessor**

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:

a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. ADDITIONAL INSURED – EXTENDED COVERAGE

When an additional insured is added by this or any other endorsement attached to this **Coverage Part**, **WHO IS AN INSURED** is amended to make the following natural persons **Insureds**.

If the additional insured is:

a. An individual, then his or her **spouse** is an **Insured**;

b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds**;

c. A limited liability company, then its members and managers are **Insureds**; or

d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;

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but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations.

Please see the **ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES** provision of this endorsement for additional coverage and restrictions applicable to **spouses** of natural person **Insureds**.

4. BOATS

Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to add the following additional exception to the exclusion entitled **Aircraft, Auto or Watercraft**:

This exclusion does not apply to:

Any watercraft owned by the **Named Insured** that is less than 30 feet long while being used in the course of the **Named Insured's** inspection or surveying work.

5. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

6. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

7. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have

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provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership, limited liability company or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:

a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

8. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

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 a **Named Insured** or temporarily occupied by a **Named Insured** you with permission of the owner is not an **insured contract**;

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

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(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, architectural or engineering activities.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** of any natural person **Insured** or living trust shall also be insured under this policy; provided, however, coverage is afforded to such estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided, however, that the **spouse** of a natural person **Named Insured**, and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

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.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION

A. A separate Location General Aggregate Limit, equal to the amount of the General Aggregate Limit, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that location. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Location General Aggregate Limit of any other location.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations involved;

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2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single location, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single location,

will reduce the General Aggregate Limit shown in the Declarations.

C. For the purpose of this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision, "location" means:

1. a premises the **Named Insured** owns or rents; or

2. a premises not owned or rented by any **Named Insured** at which the **Named Insured** is performing operations pursuant to a contract or written agreement. If operations at such a location have been discontinued and then restarted, or if the authorized parties deviate from plans, blueprints, designs, specifications or timetables, the location will still be deemed to be the same location.

For the purpose of determining the applicable aggregate limit of insurance, premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single location.

D. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Location General Aggregate Limit or the General Aggregate Limit, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular location.

E. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, regardless of the number of locations involved, will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations.

F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

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B. Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. to add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. **DEFINITIONS** is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

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b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

(1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs **(a)**, **(b)**, **(c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED**.

D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

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b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

A. Past Joint Ventures, Partnerships, Limited Liability Companies

The following is added to **WHO IS AN INSURED:**

If the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;

b. the **bodily injury** or **property damage** first occurred after such termination date; and

c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph **c.** above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Architects, Engineers And Surveyors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

B. Participation In Current Professional Joint Ventures

The following is added to **WHO IS AN INSURED**:

The **Named Insured** is also an **Insured** for participation in a current joint venture that is not named on the Declarations, but only if such joint venture meets all of the following criteria:

a. Each and every one of the **Named Insured's** co-venturers are architectural, engineering or surveying firms only; and

b. There is no other valid and collectible insurance purchased specifically to insure the joint venture.

However, the **Named Insured** is an **Insured** only for the conduct of such **Named Insured's** business within such a joint venture. The **Named Insured** is not insured for liability arising out of the acts or omissions of other co-venturers, nor of their partners, members or employees.

C. WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

Except as provided under this **Architects, Engineers And Surveyors General Liability Extension Endorsement** or by the attachment of another endorsement (if any), 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.

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15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **j. Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

j. Damage to Property

Property damage to:

(1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;

(3) Property loaned to the **Named Insured**;

(4) Personal property in the care, custody or control of the **Insured**;

(5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are 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 rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** 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 **LIMITS OF INSURANCE**.

Paragraph **(2)** of this exclusion does not apply if the premises are **your work**.

Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to **property damage** to:

i. tools, or equipment the **Named Insured** borrows from others, nor

ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs **(3)** and **(4)** does not apply to:

a. property at a job site awaiting or during such property's installation, fabrication, or erection;

b. property that is **mobile equipment** leased by an **Insured**;

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c. property that is an **auto**, aircraft or watercraft;

d. property in transit; or

e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

C. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds $1,000. The Insurer has the right but not the duty to pay any portion of this $1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

D. Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

a. $500,000; or

b. The Damage To Premises Rented To You Limit shown in the Declarations.

E. Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

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17. MEDICAL PAYMENTS

A. LIMITS OF INSURANCE is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) $15,000 unless a different amount is shown here: $N,NNN,NNN,NNN; or

(2) the amount shown in the Declarations for Medical Expense Limit.

B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and

3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

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This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision **1. ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES**, **Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorney's fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred

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by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

WHO IS INSURED is amended to include as **Insureds** natural persons who are retired partners, members, directors or employees, but only for **bodily injury**, **property damage** or **personal and advertising injury** that results from services performed for the **Named Insured** under the **Named Insured's** direct supervision. All limitations that apply to **employees** and **volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

24. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

26. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

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1. is in effect or becomes effective during the term of this **Coverage Part**; and

2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim**.

27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury**, **property damage**, or **personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

2. **Bodily injury** or **property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition **4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. **DEFINITIONS** is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and

2. the common areas and structures appurtenant to the structures in paragraph **1.** (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

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CNA	CNA PARAMOUNT Architects, Engineers and Surveyors General Liability Extension Endorsement

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA

CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, 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 subject to such **written contract**; or

B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. the **written contract** requires you to provide the additional insured such coverage; and

2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. additional insured coverage with "arising out of" language; or

C. additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

A. coverage broader than required by the **written contract**; or

B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. supervisory, inspection, architectural or engineering activities; or

B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

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Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. the **bodily injury** or **property damage**; or
2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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MINNESOTA CANCELLATION AND NONRENEWAL ENDORSEMENT

This endorsement applies only to the insurance provided because Minnesota is shown in Item 3.A. of the Information Page.

Cancellation of a New Policy

If this policy is a new policy and has been in effect for fewer than 90 days, we may cancel for any reason by giving you notice at least 60 days before the effective date of cancellation.

Cancellation of Other Policies

If this policy has been in effect for 90 days or more, or if it is a renewal of a policy we issued, we may cancel **for one or more** of the following reasons:

1. Nonpayment of premium;
2. Misrepresentation or fraud made by you or with your knowledge in obtaining the policy or in pursuing a claim under the policy;
3. An act or omission by you that substantially increases or changes the risk insured;
4. Refusal by you to eliminate known conditions that increase the potential for loss after notification by us that the condition must be removed;
5. Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing this policy;
6. Loss of reinsurance by us which provided coverage to us for a significant amount of the underlying risk insured. Any notice of cancellation pursuant to this item shall advise you that you have 10 days from the date of receipt of the notice to appeal the cancellation to the commissioner of commerce and that the commissioner will render a decision as to whether the cancellation is justified because of the loss of reinsurance within 30 business days after receipt of the appeal;
7. A determination by the commissioner that the continuation of the policy could place us in violation of the Minnesota insurance laws; or
8. Nonpayment of dues to an association or organization, other than an insurance association or organization, where payment of dues is a prerequisite to your obtaining or continuing this policy. This item shall not apply to persons who are retired at 62 years of age or older or who are disabled according to Social Security standards.

If we cancel your policy for any of the reasons listed in (2) through (8), we will give notice at least 60 days before the effective date of cancellation.

Notice of Cancellation

Any notice of cancellation under this endorsement shall be in writing and shall be sent by first class mail or delivered to you and any agent, to the last mailing addresses known to us. A cancellation notice for nonpayment of premium must be sent at least 30 days before the actual date of cancellation and shall state the amount of premium due and the due date, and shall state the effect of nonpayment by the due date. Cancellation shall not be effective if payment of the amount due is made prior to the effective date of cancellation in the notice. A cancellation notice for some other reason shall state the specific reason for cancellation and shall state the effective date of cancellation. The policy will end on that date.

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Refunds Due You

If this policy is canceled, we will send you any premium refund due. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

Nonrenewal of Your Policy

Any notice of nonrenewal shall be in writing and shall be sent by first class mail, or delivered to you and any agent, to the last mailing addresses known to us, at least 60 days before the expiration date.

We need not mail or deliver this nonrenewal notice if you have:

1. Insured elsewhere;
2. Accepted replacement coverage; or
3. Requested or agreed not to renew this policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Notes:

1. In order to conform each carriers' information page with other provisions of the Standard Workers' Compensation Policy, the Information Page must, at a minimum, comply with the sequence of items 1 through 4 of WC 00 00 01 which may not be changed.
2. This endorsement conforms to the minimum notice requirements of Minnesota Statutes 60A.36, 60A.37 and 176.185, subd. 1 and 1a.An insurer may modify this endorsement to provide for notice periods that exceed the statutory minimums.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

EXHIBIT "1"

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Client#: 843960 SINGHASC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/24/2019

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

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

PRODUCER USI Ins Srvcs LLC Euclid-Prof 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200	CONTACT NAME: PHONE (A/C, No, Ext): 630 625-5219 FAX (A/C, No): 610 537-4939 E-MAIL ADDRESS: laurie.cloninger@usi.com
INSURED Singh & Associates, Inc. 230 W Monroe St #1400 Chicago, IL 60606	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Valley Forge Insurance Company — 20508 INSURER B : Continental Casualty Company — 20443 INSURER C : Continental Insurance Company — 35289 INSURER D : Wesco Insurance Company — 25011 INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			6024858469	07/07/2018	05/31/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			6024845981	07/07/2018	05/31/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED X RETENTION $10,000			6024858519	07/07/2018	05/31/2019	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6024857645	07/07/2018	05/31/2019	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
D	Professional Liability			ARA112023204	07/07/2018	05/31/2019	$3,000,000 each claim / $3,000,000 annual aggr.	

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

Professional Liability is written on a 'claims made' policy form.

Some or all officers are excluded from Workers Compensation coverage.

RE: Singh Job No. 18203, ISTHA RR-18-9210

(See Attached Descriptions)

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[redacted]

EXHIBIT "1"

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DESCRIPTIONS (Continued from Page 1)

The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to SRF Consulting Group, Inc. and the Illinois State Toll Highway Authority, only when there is a written contract that requires such status, and only with regard to work performed by the named insured.

The General Liability and Automobile Liability policies contain a special endorsement with Primary and Noncontributory wording, when required by written contract.

The General Liability policy provides a Blanket Waiver of Subrogation when required by written contract, except as prohibited by law.

The General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Professional Liability policies include an endorsement providing that 30 days notice of cancellation for reasons other than non payment of premium and 10 days notice of cancellation for non payment of premium will be given to the Illinois State Toll Highway Authority by the Insurance Carriers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGN ONE LIABILITY EXTENSION WITH OFFICE POLLUTION LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

SCHEDULE OF LIMITS FOR OFFICE PREMISES LIMITED POLLUTION LIABILITY COVERAGE

Each Pollution Incident Limit	$
Pollution Liability Aggregate Limit	$

(If no entries appear in the above Schedule, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Table of Endorsement Contents

Item # Topic Name

Changes to Section A. Coverages

1. **Enhanced Supplementary Payments**

Changes to Section B. Exclusions

2. **Extended Property Damage Coverage**
3. **Contractual Liability for Personal and Advertising Injury**

Changes to Section C. Who Is An Insured

4. **Additional Insureds: State or Political Subdivisions – Permits, State or Political Subdivisions, Controlling Interest, Managers or Lessors of Premises, Mortgagee, Assignee or Receiver, Co-owner of Insured Premises, Lessor of Equipment**
5. **Fellow Employee First Aid**
6. **Retired Partners, Members, Directors, and Employees**
7. **Participation in Professional Joint Ventures**
8. **Blanket Additional Insured with Products-Completed Operations Coverage and Blanket Waiver of Subrogation**
9. **Amendment – Aggregate Limits of Insurance (Per Project)**

Changes to Section F. Definitions

10. **Extended Bodily Injury**
11. **Contractual Liability – Railroads**
12. **Office Premises - Limited Pollution Liability Coverage**

1. Enhanced Supplementary Payments

The values shown in paragraph **1.f., Coverage Extension – Supplementary Payments,** of **Section A.** Coverages are amended as follows:

A. The amount shown in paragraph **(b)** for bail bonds is amended from $1,000 to $3,000.

B. The amount shown in paragraph **(d)** for actual loss of earnings because of time off work is amended from $250. per day to $300. per day.

2. Extended Property Damage

Exclusion **1.a.,** Expected or Intended Injury, of **Section B. Exclusions Applicable to Business Liability Coverage,** is deleted and replaced with the following:

This insurance does not apply to:

a. "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.

3. **Contractual Liability for Personal and Advertising Injury**

Exclusion **1.p.(5)** of **Section B. Exclusions Applicable to Business Liability Coverage**, is deleted.

4. **Additional Insureds**

Section C. Who Is An Insured is amended to include the following additional insureds, subject to the provisions stated below:

A. State or Political Subdivisions – Permits

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
   a. "Bodily injury," property damage," "personal and advertising injury" arising out of operations performed for the state or municipality; or
   b. "Bodily injury" or "property damage" included within the "products-competed operations hazard."

B. State or Political Subdivisions

A state or political subdivision subject to the following provisions:

1. This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:
   a. The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
   b. The construction, erection, or removal of elevators.
2. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

   This insurance does not apply to "bodily injury," "property damage" or personal and advertising injury" arising out of operations performed for the state or municipality.

C. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

1. Their financial control of you;
2. 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 such additional insured.

D. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following 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 on behalf of such additional insured.

E. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

F. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

G. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or agreement with you for such leased equipment ends.

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

This insurance does not apply:

1. To any "occurrence" which takes place after the equipment lease expires; or
2. To "bodily injury," "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs A. through G. above does not apply to "bodily injury" or "property damage" included within the "products-completed-operations hazard."

5. **Fellow Employee First Aid**

Paragraph **2.a.(1)(d)** of **Section C. Who Is An Insured** is deleted and replaced with the following:

However none of these "employees" is an insured for:

(d) "Bodily injury" or "personal and advertising injury" arising out of his or her providing or failing to provide professional health care services. However this restriction does not apply to first aid administered by an "employee" who is not an employed doctor or nurse.

6. **Retired Partners, Members, Directors, and Employees**

Paragraph **2.** of **Section C. Who Is An Insured** is amended to include the following as insureds:

Individual persons who are retired partners, members, directors or employees are also insureds, but only for "bodily injury," "property damage," "personal and advertising injury" that results from services performed for you under your direct supervision.

7. **Participation in Professional Joint Ventures**

A. The following paragraph **5.** is added to **Section C. Who Is An Insured:**

5. You are also an insured for your participation in a past or present joint venture that is not named on the Declarations, but only if such joint venture meets all of the following criteria:

a. Each and every one of your co-venturers are architectural, engineering or surveying firms;

b. The joint venture has no direct employees; and

c. The joint venture does not own, rent or lease any real or personal property.

However, you are insured only for the conduct of your business within such a joint venture. You are not insured for liability arising out of the acts or omissions of other co-venturers, nor of their partners, members or employees.

This insurance is excess over any other insurance available to such a joint venture, whether primary, excess, contingent, or on any other basis.

B. The last paragraph of **Section C. Who Is An Insured** is deleted and replaced by the following:

Except as provided in **5.** above, 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.

8. **Blanket Additional Insured with Products-Completed Operations Coverage and Blanket Waiver of Subrogation**

The following is added to **Section C., - Who is an Insured:**

A. The Businessowners Liability Coverage form is amended to include as an insured, any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement, but the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

B. The insurance provided to the additional insured is limited as follows:

1. That person or organization is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.
2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
3. The coverage provided to the additional insured within this endorsement and section titled Liability and Medical Expenses Definitions – "Insured Contract" (Section F., item 9.), within the Businessowners Liability Coverage Form, does not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services, including:

a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as a construction manager; or

b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.

5. This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:

a. The construction or demolition work while you are acting as a construction or demolition contractor. This exclusion does not apply to work done for or by you at your premises.

C. **Businessowners General Liability Conditions – Duties in the Event of Occurrence, Offense, Claim or Suit (Section E.2.)** of the **Businessowners Liability Coverage Form** is amended to add the following:

An additional insured under this endorsement will as soon as practicable:

1. Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
2. Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part;
3. Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
4. Agree to make available any other insurance which the additional insured has for a loss we cover under this coverage part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

D. **Other Insurance (Section H.2. and H.3.)** of the **Businessowners Common Policy Conditions** are deleted and replaced with the following:

2. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing to the additional insured's own coverage. This insurance is excess over any other insurance to which the additional insured has been added as an additional insured by endorsement.
3. When this insurance is excess, we will have no duty under Coverages A or B to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit" if no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

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

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

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

E. **Transfer of Rights of Recovery Against Others To Us (Section K.2.)** of the **Businessowners Common Policy Conditions** is deleted and replaced with the following:

2. We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included within the "products-completed operations hazard."

9. **Amendment- Aggregate Limits of Insurance (Per Project)**

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage **A.1.**, and for all medical expenses caused by accidents under Coverage **A.2.**, which can be attributed only to ongoing operations at a single construction project:

1. A separate Construction Project General Aggregate limit applies to each construction project. The Construction Project General Aggregate limit is equal to the amount of the General Aggregate limit shown in the Declarations.
2. The Construction Project General Aggregate limit is the most we will pay for the sum of all damages payable under Coverage **A.1.**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses payable under Coverage **A.2.** regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits."
3. Any payments made under Coverage **A.1.** for damages or under Coverage **A.2.** for medical expenses shall reduce the Construction Project General Aggregate limit for the applicable construction project. Such

payments shall not reduce the General Aggregate limit shown in the Declarations nor shall they reduce any Construction Project General Aggregate limit applicable to other construction projects.

4. The limits shown in the Declarations for Liability and Medical Expenses, Damage to Premises Rented to You, and Medical Expenses continue to apply. However, instead of being subject to the General Aggregate limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences," and for all medical expenses caused by accidents, which cannot be attributed only to ongoing operations at a single construction project:

1. Any payments made under Coverage **A.1.** for damages or under Coverage **A.2.** for medical expenses shall reduce the amount available under the General Aggregate limit or the Products/Completed Operations Aggregate limit, whichever is applicable; and
2. Such payments shall not reduce any Construction Project General Aggregate limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products/Completed Operations Aggregate limit, and not reduce the General Aggregate limit nor any Construction Project General Aggregate limit.

D. If a construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of the Limits Of Insurance section not otherwise modified by this endorsement shall continue to apply as stipulated.

10. Extended Bodily Injury

Definition **3. "Bodily Injury,"** of **Section F., Definitions,** is deleted and replaced with the following:

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

11. Contractual Liability - Railroads

With respect to operations performed within 50 feet of railroad property, the definition of "insured contract" in **Section F., – Definitions** is replaced by the following:

8. **"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.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
   - **e.** An elevator maintenance agreement;
   - **f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

     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 paragraph (1) above and supervisory, inspection, architectural or engineering activities.

12. Office Premises Limited Pollution Coverage

This Office Premises Limited Pollution Coverage section of the Architects, Engineers and Surveyors Extension endorsement modifies several portions of the Businessowners Liability Coverage Form. These modifications apply only to the coverage provided by this section of the endorsement.

A. The following paragraph **3.** is added to **SECTION A. COVERAGES:**

3. Office Premises Limited Pollution Coverage

a. **Insuring Agreement**

(1) We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" which directly results from a covered "pollution incident" to which this insurance applies. We will have the right and duty to defend any "suit" seeking those damages. We may at our discretion investigate any "pollution incident" and settle any claim or "suit" that may result. But:

(a) The amount we will pay for damages is limited as described in **SECTION D. LIMITS OF INSURANCE** as amended by this endorsement; and

(b) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

(c) We have no duty to defend "suits" seeking damages not covered by this endorsement.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under paragraph **1.e. Coverage Extension – Supplementary Payments** of **SECTION A.** as amended by this section of the endorsement.

(2) We will also reimburse you for "preventive remedial expense" that directly results from a covered "pollution incident" to which this insurance applies.

We will reimburse you up to $25,000 per annual policy period for all "preventive remedial expense" directly resulting from all covered "pollution incidents," subject to a deductible of $5,000 per covered "pollution incident." This annual limit is in addition to the per incident deductible, and is in addition to the Pollution Liability Aggregate Limit described in **SECTION D. LIMITS OF INSURANCE** as amended by this endorsement.

This "preventive remedial expense" coverage does not apply to expenses that are covered by any other insurance available to the insured.

(3) This insurance applies to "bodily injury," "property damage" or "preventive remedial expense" at, on or from "your office premises" only if:

(a) The "bodily injury" directly results from a "pollution incident" that happens entirely above-ground at or from "your office premises"; or

(b) The "property damage" occurs off of "your office premises" and directly results from a "pollution incident" that happens entirely above-ground at or from "your office premises"; or

(c) The "preventive remedial expense" directly results from a "pollution incident" that happens entirely above-ground on "your office premises" and does not result in any covered "bodily injury" or "property damage; and

(d) The "pollution incident":

(i) is demonstrable as commencing and ending within 72 hours;

(ii) is accidental;

(iii) "commences during the policy period"; and

(iv) happens in the "coverage territory."

(4) "Commences during the policy period" means that the first emission, discharge, release or escape of the "pollutant" or "pollutants" from which the "bodily injury" or "property damage" arises is demonstrable as having occurred during this policy period.

(5) All "bodily injury" or "property damage" resulting from one "pollution incident" shall be deemed to have occurred only at the commencement date of the covered "pollution incident."

(6) The insured's responsibility to pay damages because of "bodily injury" or "property damage" must be determined in a "suit" on the merits in the "coverage territory" or in a settlement we agree to.

(7) Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services, or death resulting from the "bodily injury."

B. **SECTION B. EXCLUSIONS** is deleted and replaced by the following:

This insurance does not apply to:

a. "Bodily injury," "property damage" or "preventive remedial expense" expected or reasonably foreseeable from the standpoint of the insured.

b. "Bodily injury," "property damage" or "preventive remedial expense" arising out of a "pollution incident" which is a repeat or resumption of a previous "pollution incident" involving the same pollutant from essentially the same source within the previous twelve (12) months, at the same premises.

c. "Bodily injury" or "property damage" 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 that the insured would have in the absence of the contract or agreement.

d. Any obligation of the insured under a workers' compensation, disability benefits or unemployment

compensation law or any similar law.

e. "Bodily injury" to:

(1) An employee of the insured arising out of and in the course of:

(i) employment by the insured; or

(ii) performing duties related to the conduct of the insured's business.

(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.

f. "Property damage" to

(1) A "waste facility" to which waste from the operations of an insured is consigned;

(2) Property you own, rent, or occupy now or at any time in the past;

(3) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(4) Property loaned to an insured; or

(5) Personal property in care, custody or control of an insured.

Paragraph **(2)** of this exclusion **f.** does not apply to "preventive remedial expense" at property you own, rent or occupy now.

g. "Bodily injury" at or from a "waste facility" to which waste from the operation of an insured is consigned.

h. "Bodily injury," "property damage" or "preventive remedial expense" arising out of a "pollution incident" at or from a "waste facility" which is on "your office premises."

i. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

j. "Bodily injury" or "property damage" arising out of the ownership or operation of any offshore facility as defined in the Outer Continental Shelf Lands Act Amendment of 1978 or the Clean Water Act of 1977 as amended 1978 or any deepwater port as defined in the Deepwater Port Act of 1974 as amended or as may be amended.

k. "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire at any premises, site or location which is or was at any time owned or occupied by or rented or loaned to any insured.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

l. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto," rolling stock 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 "bodily injury" or "property damage" arising out of 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.

m. "Bodily injury" or "property damage" arising out of the emission, discharge, release or escape of drilling fluid, oil, gas or other fluids from any oil, gas, mineral, water or geothermal well.

n. "Bodily injury," "property damage" or "preventive remedial expense" arising out of a "pollution incident" which results from or is directly or indirectly attributable to failure to comply with any applicable statute, regulation, ordinance, directive or order relating to the protection of the environment and promulgated by any governmental body, provided that failure to comply is a willful or deliberate act or omission of:

(1) The insured; or

(2) You or any of your members, partners, executive officers or managers of limited liability companies.

o. "Bodily injury," "property damage" or "preventive remedial expense" arising out of acid rain.

p. Any loss, cost or expense arising out of any request, demand or order by a governmental authority 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 affects of "pollutants" at any site which is included on an EPA or state environmental agency priority clean-up list prior to the "pollution incident."

q. "Bodily injury," "property damage" or "preventive remedial expense" arising out of a "pollution incident" which results from failure of air or waste water pollution control equipment.

r. "Bodily injury," "property damage" or "preventive remedial expense" resulting from the "hazardous properties" of "nuclear material."

As used in this exclusion:

"Hazardous properties" includes radioactive, toxic, or explosive properties;

"Nuclear material" means "source material," "special nuclear material," or "by-product material";

"Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954, or in any law amendatory thereof.

s. "Bodily injury," "property damage" or "preventive remedial expense" arising out of a "pollution incident" from any insured's premises that was used by that insured for the storage, disposal, processing or treatment of waste materials and was:

(1) Sealed off, closed, abandoned or alienated prior to the effective date of this policy; or

(2) Sealed off or closed subject to statute, ordinance or governmental regulation or directive requiring maintenance or monitoring during or after sealing off or closure.

t. "Bodily injury," "property damage" or "preventive remedial expense" arising out of waste derived from medical services, procedures, testing or research, and which could potentially transmit disease.

u. Any multiple, punitive or exemplary damages or fines or penalties. However, if a "suit" is brought against the insured with respect to a claim for acts or alleged acts falling within the coverage hereof, seeking both compensatory and punitive or exemplary damages, then we will afford a defense to such action, without liability for such punitive or exemplary damages.

v. "Bodily injury," "property damage" or "preventive remedial expense" arising out of:

(1) the actual, alleged or threatened exposure at any time to asbestos or any loss, cost, or expense that may be awarded or incurred by reason of a claim or "suit" for such injury or damage; or

(2) complying with a governmental direction or request to test for, monitor, clean-up, remove, contain, or dispose of asbestos.

Asbestos means the mineral in any form whether or not the asbestos was at any time:

(1) Airborne as a fiber, particle, or dust;

(2) Contained in or formed a part of a product, structure, or other real or personal property;

(3) Carried on clothing;

(4) Inhaled or ingested; or

(5) Transmitted by any other means.

w. "Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by "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.

x. Any loss, cost or expense arising out of any:

(1) 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

(2) 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 exclusion does not apply to liability for damages because of "property damage" that is not otherwise excluded by this coverage, **Office Premises Limited Pollution Coverage,** unless the request, demand, order or statutory or regulatory requirement or claim or "suit" is solely by or on behalf of a governmental authority.

C. Paragraph **1.f.(1)(c)** of **Coverage Extension – Supplementary Payments,** of **SECTION A. COVERAGES** is deleted and replaced by the following:

(3) Expenses incurred by the insured for first aid to others at the time of a "pollution incident" for "bodily injury" to which this insurance applies.

D. SECTION C. WHO IS AN INSURED is amended as follows:

1. The following subparagraph **d.** is added to paragraph **4.** of **SECTION C. WHO IS AN INSURED:**

d. Coverage **4., Office Premises Limited Pollution Coverage,** does not apply to "bodily injury" or "property damage" arising out of "pollution incidents" that occurred before you acquired or formed the organization.

2. The following additional paragraph is added at the end of **SECTION C. WHO IS AN INSURED:**

No person or organization identified as an insured on any endorsement now or hereafter attached to this Coverage Part is an insured with respect to COVERAGE **4., Office Premises Limited Pollution Coverage,** unless that endorsement specifically references **Office Premises Limited Pollution Coverage** by name.

E. SECTION D. LIABILITY AND MEDICAL PAYMENTS LIMITS OF INSURANCE is deleted and replaced by the following:

LIMITS OF INSURANCE

1. The Limits of Insurance described in this endorsement's Schedule of Limits for Office Premises Limited Pollution Coverage, and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits."
2. The Pollution Liability Aggregate Limit is the most we will pay for all damages because of all "bodily injury" and "property damage" directly resulting from all "pollution incidents" to which **Office Premises Limited Pollution Coverage** applies.
3. Subject to **2.** above, the Each Pollution Incident Limit shown in the Schedule is the most we will pay for the sum of all damages because of "bodily injury" and "property damage" directly resulting from any one "pollution incident" to which **Office Premises Limited Pollution Coverage** applies.
4. The Limits of Insurance of this **Office Premises Limited Pollution Coverage** 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 preceding period for purposes of determining the Limits of Insurance.
5. The Limits of Insurance for this **Office Premises Limited Pollution Coverage** are separate from and not subject to the General Aggregate Limit for COVERAGE **1.** Business Liability.
6. The Limits of Insurance for this **Office Premises Limited Pollution Coverage** shall not be amended by any endorsement attached to this policy which does not specifically reference **Office Premises Limited Pollution Coverage.**

F. **SECTION E. BUSINESSOWNERS GENERAL LIABILITY CONDITIONS** is amended as follows:

1. Condition **2.a.** is replaced by the following:
   2. **Duties In The Event of Pollution Incident, Claim or Suit.**
      a. You must see to it that we are notified as soon as practicable of a "pollution incident" that may result in a claim. To the extent possible, notice should include:
         (1) How, when, and where the "pollution incident" took place;
         (2) The names and addresses of any injured persons and witnesses; and
         (3) The nature and location of any release, and of any injury or damage arising out of the "pollution incident."
2. The following Condition is added:

   Remediation of Insured's Premises

   a. Except for "preventive remedial expense" as described in paragraph **4.a.(2)** of **SECTION A. COVERAGES**, this policy's **Office Premises Limited Pollution Coverage** doesn't provide coverage for clean-up of "your premises." If a "pollution incident" happens on "your premises" that poses imminent and substantial danger of "bodily injury" or "property damage" to which this insurance applies, you must promptly take at your own expense all reasonable steps to curtail or prevent covered "bodily injury" or "property damage" from happening.
   b. If, in defiance of the intent of this policy, we are ever compelled by court or governmental order to pay to clean up part or all of "your premises," you agree to reimburse us for all such costs.

With respect to your duties under this Condition, if a dispute arises between you and us with respect to payment and/or reimbursement for any expenses for testing, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of "pollutants" associated with "your premises," the matter shall be resolved by arbitration, and such arbitration shall be governed by the Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereover.

If a dispute subject to arbitration hereunder should arise, either party may make a demand for arbitration by filing a demand in writing with the other. There shall be three arbitrators, one named in writing by each of the parties within ten (10) days after the demand for arbitration is given and a third chosen by the two appointed. Should either party refuse or neglect to join in the appointment of the arbitrator(s) or to furnish the arbitrator(s) with any papers or information demanded, the arbitrator(s) are empowered by both parties to proceed ex parte. Arbitration shall take place in Chicago, Illinois and the hearing before the arbitrator(s) of the matter to be arbitrated shall be at the time and place within said city as is selected by the arbitrator(s). The arbitrator(s) shall select such time and place promptly after his/her (or their) appointment and shall give written notice thereof to each party at least 20 days prior to the date so fixed. At the hearing, any relevant evidence may be presented by either party, and the formal rules of evidence applicable to judicial proceedings shall not govern. Evidence may be admitted or excluded in the sole discretion of the arbitrator(s). Said arbitrator(s) shall hear and determine the matter and shall execute and acknowledge their award in writing and cause a copy thereof to be delivered to each of the two parties. The decision of any two arbitrators shall

be final, binding and conclusive.

The submission of a dispute to the arbitrator(s) may be rendered by any Court having jurisdiction. If three arbitrators are selected under the foregoing procedure but two of the three fail to reach an agreement in the determination of the matter in question, the matter shall be decided by three new arbitrators who shall be appointed and shall proceed in the same manner, and the process shall be repeated until a decision is finally reached by two of the three arbitrators selected. The costs of such arbitration shall be borne equally by the parties or in such proportions as the arbitrator(s) shall determine.

Each party shall appoint and pay for any counsel appointed to represent it in such arbitration, unless otherwise provided in law.

This Section is not to be construed to give a right of action against us by a claimant not otherwise provided by law.

G. **SECTION H. OTHER INSURANCE** of the Businessowners Common Policy Conditions is amended to add the following paragraph **4.:**

   4. This condition does not apply to coverage afforded under Insuring Agreement **a.(2)** of Coverage **4. Office Premises Limited Pollution Coverage.**

H. **SECTION F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS** is amended to include the following definitions:

   "Commences during the policy period" means that the first emission, discharge, release or escape of the "pollutant" or "pollutants" from which the "bodily injury" or "property damage" arises is demonstrable as having occurred during this policy period.

   "Pollution incident" means the emission, discharge, release, or escape of "pollutants," provided that such emission, discharge, release, or escape results in the injurious presence of "pollutants" in or upon land, the atmosphere, interior of a building or any water course, body of water or ground water. A series of related emissions, discharges, releases or escapes of "pollutants" will be deemed to be one "pollution incident."

   "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.

   "Waste facility" means any site to which waste is delivered for storage, disposal, processing or treatment, whether or not such site is licensed by a governmental authority to perform such storage, disposal, processing or treatment.

   "Your office premises" means "locations" you own, rent or occupy for general office purposes. "Your office premises" does not mean storage yards, nor land held for speculation or development, even if such yards or land adjoin your office building. "Your office premises" does not mean premises you live in. For the purpose of this definition, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

CNA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS -

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. **a.** Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,

   b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.

2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

   The insurance afforded by this provision **A.2.**:

   a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.

   b. Does not apply to:

   (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or

   (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.

3. Any person or organization that you are required by a written contract to name as an additional insured is an "insured" but only with respect to their legal liability for acts or omissions of a person, who qualifies as an "insured" under Section II – Who Is An Insured and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.

4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from $2,000 to $5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from $250 to $500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.**:

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

a. $60 per day, in lieu of $20; subject to

b. $1,800 maximum, in lieu of $600.

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C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

a. $1,000 maximum, in lieu of $600.

D. Hired "Autos"

The following is added to **Section III. Paragraph A.**:

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

a. Any covered "auto" you lease, hire, rent or borrow without a driver; and

b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or $75,000, whichever is less, minus a $500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.

d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned "autos."

e. Such physical damage coverage for hired "autos" will:

(1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

(2) Such coverage as is provided by this provision will be subject to a limit of $750 per "accident."

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.**:

The accidental discharge of an airbag shall not be considered mechanical breakdown.

F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories.

d. A $100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.**:

Subject to the following, the "diminution in value" exclusion does not apply to:

a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and

b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.

d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:

(1) $5,000; or

(2) 20% of the "auto's" actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III**:

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:

a. An "auto" owned by that "executive officer" or a member of that person's household; or

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b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

(1) Equal to the greatest of those coverages afforded any covered "auto"; and

(2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.**:

(4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**:

(6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an "accident" or "loss."

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.**:

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract. That written contract must have been entered into prior to "Accident" or "Loss."

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

a. 45 days of coverage in lieu of 30 days.

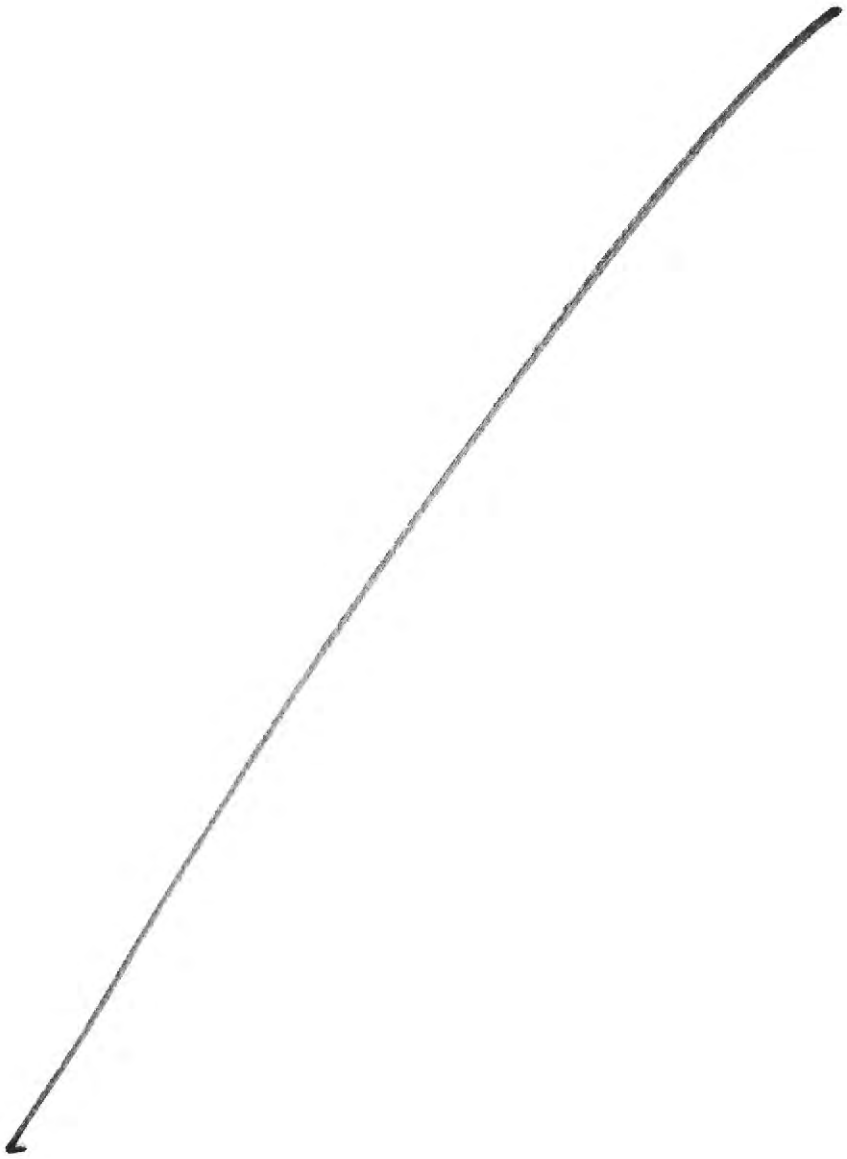
V. DEFINITIONS

Section V. Paragraph C. is deleted and replaced by the following:

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

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Contract Information Sheet

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

Joint Venture / Team:	*SRF Consulting Group, Inc./Singh & Associates, Inc.*
Lead Partner:	*SRF Consulting Group, Inc.*
2nd Partner:	*Singh & Associates, Inc.*
3rd Partner:	
Contract Number:	*RR-18-9210*
Proposal Date:	*11/12/2018*

Exhibit Pointers	Editable cells in each exhibit are underlined in red
	Notes and guidance for each exhibit are on the right of the exhibits in yellow text boxes
	A full set of instructions to complete the exhibits is available on the Tollway's website

EXHIBIT "1"

Contract Number: RR-18-9210

Joint Venture / Team: SRF Consulting Group, Inc. and Singh & Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

	Grand Total Exhibit A Hours	19,519

TASK	MONTHS of YEAR 2019												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
P4G Protégé (SINGH)	89	89	89	89	89	89	89	89	90	90	90	90	1072
DUR Services (SINGH)	89	89	89	89	90	90	90	90	90	90	90	90	1076
P4G Mentor (SRF)	9	9	9	9	9	9	9	9	9	9	9	9	108
DUR Services (SRF)	367	354	354	354	354	354	354	354	354	354	354	354	4261
TOTALS	554	541	541	541	542	542	542	542	543	543	543	543	6517

Rev. 9/2018

PSB 18-1 and Later ONLY

Contract Number: RR-18-9210 **Joint Venture / Team:** SRF Consulting Group, Inc. and Singh & Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
P4G Protégé (SINGH)	89	89	89	89	89	89	89	89	89	89	89	89	1068
DUR Services (SINGH)	90	90	90	90	90	90	90	90	90	90	90	90	1080
P4G Mentor (SRF)	9	9	9	9	9	9	9	9	9	9	9	9	108
DUR Services (SRF)	354	354	354	354	354	354	354	354	354	354	354	354	4248
TOTALS	542	542	542	542	542	542	542	542	542	542	542	542	6504

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PSB 18-1 and Later ONLY

Contract Number: RR-18-9210

Joint Venture / Team: SRF Consulting Group, Inc. and Singh & Associates, 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	
P4G Protégé (SINGH)	89	89	89	89	89	89	89	89	89	90	90	90	1071
DUR Services (SINGH)	89	89	89	89	89	89	89	89	89	90	90	90	1071
P4G Mentor (SRF)	9	9	9	9	9	9	9	9	9	9	9	9	108
DUR Services (SRF)	354	354	354	354	354	354	354	354	354	354	354	354	4248
TOTALS	541	541	541	541	541	541	541	541	541	543	543	543	6498

Rev. 9/2018

PSB 18-1 and Later ONLY

Contract No.: RR-18-9210

Joint Venture / Team: SRF Consulting Group, Inc. and Singh & Associates, Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

19,519.00 (Total Work Hours of JV/Team)	$ 46.63 (Average Hourly Rate)	TOTAL DIRECT SALARY	$ 910,227.10

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 $ 2,548,635.88

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(Total for Joint Venture/Team listed above.)

TOTAL DIRECT COSTS $ 51,364.12

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) $ 880,000.00

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) $ 520,000.00

TOTAL SERVICES BY OTHERS $ 1,400,000.00

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) $ 4,000,000.00

EXHIBIT F

CONTRACT RR-18-9210

SRF Consulting Group,

Inc./Singh & Associates,

Inc.

SCOPE OF SERVICES

The Intelligent Transportation Systems Services Upon Request Contract RR-18-9210 shall consist of Phase II and Phase III engineering and technical support services for directed work task as authorized by the Illinois Tollway.

Phase II ITS and technical engineering services shall consist of special engineering studies and preparation of final design including but not limited to: preparation of contract plans, special provisions, cost estimates, contract bid documents, advertisements and addenda. All work tasks shall be completed in accordance with the latest version or current edition of the Tollway reference guide documents such as Design Section Engineer's Manual, Tollway Standard Drawings, Tollway Supplemental Specifications, ITS Deployment Guide and Illinois Department of Transportation Standard Specifications for Road and Bridge Construction and Recurring Special Provisions.

Phase III ITS and technical engineering services shall consist of but not limited to; on-site construction inspection, layout review, design changes review, maintain project documentation, pay estimates and change orders preparation and submission, material and geotechnical inspection and testing, completion and submittal of final measurements and calculations, preparation and inspection of the contract punch list, and final contract documentation including CADD record drawings in accordance with the latest version or current edition of the Construction Managers Manual.

Contract No.: RR-18-9210 Joint Venture / Team: SRF Consulting Group, Inc. and Singh & Associates, Inc.

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

1	GSG Consultants, Inc.		
	Direct Labor	$ 73,970.40	
	Direct Costs	$ 6,029.60	
	Services by Others		
	Additional Services **		
	Total this Subconsultant (ULC)		$ 80,000.00
2	EJM Engineering, Inc. DBA TranSmart/EJM Corporation		
	Direct Labor	$ 565,488.00	
	Direct Costs	$ 34,512.00	
	Services by Others		
	Additional Services **		
	Total this Subconsultant (ULC)		$ 600,000.00
3	ITS Engineering, LTD.		
	Direct Labor	$ 194,177.54	
	Direct Costs	$ 5,822.46	
	Services by Others	$ -	
	Additional Services **	$ -	
	Total this Subconsultant (ULC)		$ 200,000.00
4			
	Direct Labor		
	Direct Costs	$ -	
	Services by Others	$ -	
	Additional Services **	$ -	
	Total this Subconsultant (ULC)		$ -
5			
	Direct Labor		
	Direct Costs	$ -	
	Services by Others	$ -	
	Additional Services **	$ -	
	Total this Subconsultant (ULC)		$ -
6			
	Direct Labor		
	Direct Costs	$ -	
	Services by Others	$ -	
	Additional Services **	$ -	
	Total this Subconsultant (ULC)		$ -
7			
	Direct Labor		
	Direct Costs	$ -	
	Services by Others	$ -	
	Additional Services **	$ -	
	Total this Subconsultant (ULC)		$ -
8			
	Direct Labor		
	Direct Costs	$ -	
	Services by Others	$ -	
	Additional Services **	$ -	
	Total this Subconsultant (ULC)		$ -
9			
	Direct Labor		
	Direct Costs	$ -	
	Services by Others	$ -	
	Additional Services **	$ -	
	Total this Subconsultant (ULC)		$ -
10			
	Direct Labor		
	Direct Costs	$ -	
	Services by Others	$ -	
	Additional Services **	$ -	
	Total this Subconsultant (ULC)		$ -
11			
	Direct Labor		
	Direct Costs	$ -	
	Services by Others	$ -	
	Additional Services **	$ -	
	Total this Subconsultant (ULC)		$ -
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: $ 880,000.00

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: $ 880,000.00

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 22.00%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 22.00%

Rev. 9/2018

EXHIBIT "1"
PSB 18-1 and Later ONLY

Project No. RR-18-9210 Joint Venture / Team: SRF Consulting Group, Inc. and Singh & Associates, Inc.

EXHIBIT H - SERVICES BY OTHERS (continued)

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.

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1	Juneau Associates, Inc. P.C.		6		
	Direct Labor	$ 99,930.60		Direct Labor	
	Direct Costs	$ 20,069.40		Direct Costs	$ -
	Services by Others			Services by Others	$ -
	Additional Services **			Additional Services **	$ -
	Total this Subconsultant (ULC)	$ 120,000.00		Total this Subconsultant (ULC)	$ -
2	Michael Baker Internationsal, Inc.		7		
	Direct Labor	$ 397,364.80		Direct Labor	$ -
	Direct Costs	$ 2,635.20		Direct Costs	$ -
	Services by Others			Services by Others	$ -
	Additional Services **			Additional Services **	$ -
	Total this Subconsultant (ULC)	$ 400,000.00		Total this Subconsultant (ULC)	$ -
3			8		
	Direct Labor			Direct Labor	$ -
	Direct Costs	$ -		Direct Costs	$ -
	Services by Others	$ -		Services by Others	$ -
	Additional Services **	$ -		Additional Services **	$ -
	Total this Subconsultant (ULC)	$ -		Total this Subconsultant (ULC)	$ -
4			9		
	Direct Labor			Direct Labor	$ -
	Direct Costs	$ -		Direct Costs	$ -
	Services by Others	$ -		Services by Others	$ -
	Additional Services **	$ -		Additional Services **	$ -
	Total this Subconsultant (ULC)	$ -		Total this Subconsultant (ULC)	$ -
5			10		
	Direct Labor			Direct Labor	$ -
	Direct Costs	$ -		Direct Costs	$ -
	Services by Others	$ -		Services by Others	$ -
	Additional Services **	$ -		Additional Services **	$ -
	Total this Subconsultant (ULC)	$ -		Total this Subconsultant (ULC)	$ -

** Additional services funds require prior authorization before use

TOTAL Non-DBE/MBE/WBE Subconsultants: $ 520,000.00

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

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: $ 520,000.00

Contract Information Sheet

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

Consultant Name: *SRF Consulting Group, Inc.*

Contract Number: *RR-18-9210*

Proposal Date: *11/12/2018*

Exhibit Pointers: Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-18-9210 **Consultant:** SRF Consulting Group, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

												Grand Total Exhibit A Hours	13081
	MONTHS of YEAR 2019												TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
DUR ITS Services	367	354	354	354	354	354	354	354	354	354	354	354	4261
P4G Mentor	9	9	9	9	9	9	9	9	9	9	9	9	108
TOTALS	376	363	363	363	363	363	363	363	363	363	363	363	4369

Rev. 9/2018

PSB 18-1 and Later ONLY

Contract Number: RR-18-9210 **Consultant:** SRF Consulting Group, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
DUR ITS Services	354	354	354	354	354	354	354	354	354	354	354	354	4248
P4G Mentor	9	9	9	9	9	9	9	9	9	9	9	9	108
TOTALS	363	363	363	363	363	363	363	363	363	363	363	363	4356

Rev. 9/2018

PSB 18-1 and Later ONLY

Contract Number: RR-18-9210 **Consultant:** SRF Consulting Group, 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	
DUR ITS Services	354	354	354	354	354	354	354	354	354	354	354	354	4248
P4G Mentor	9	9	9	9	9	9	9	9	9	9	9	9	108
TOTALS	363	363	363	363	363	363	363	363	363	363	363	363	4356

Rev. 9/2018

PSB 18-1 and Later ONLY

Contract No.: RR-18-9210 Consultant: SRF Consulting Group, Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

13,081.00 (Total Work Hours from Exhibit A)	$ 48.16 (Average Hourly Rate)	TOTAL DIRECT SALARY	$ 629,980.96

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 $ 1,763,946.69

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT
(For Prime Consultant listed above.)

TOTAL DIRECT COSTS $ 36,053.31

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) $ 1,800,000.00

Contract No.: RR-18-9210 **Consultant:** SRF Consulting Group, Inc.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

B. **ALLOWABLE DIRECT COSTS - based on link below**
https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5

C. **OVERTIME PREMIUM**

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

DIRECT COST CATEGORY
None

TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized) $ 36,053.31

ALLOWABLE DIRECT COSTS

09.12.2018

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

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

ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates
  http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx

- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

ALLOWABLE DIRECT COSTS

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

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

NOTES:

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

Contract No.: RR-18-9210 **Consultant:** SRF Consulting Group, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal:

Project Manager: Erik Minge, PE

Project Engineer: Jacob Folkeringa, PE

Resident Engineer:

Documentation Engineer:

Project Civil Engineer:

Project Structural Engineer:

Project Drainage Engineer:

Senior Engineer:

Others:

Name: Curtis Sohn, PMP, PSP

Classification: Project Control Engineer

Name:

Classification:

Name:

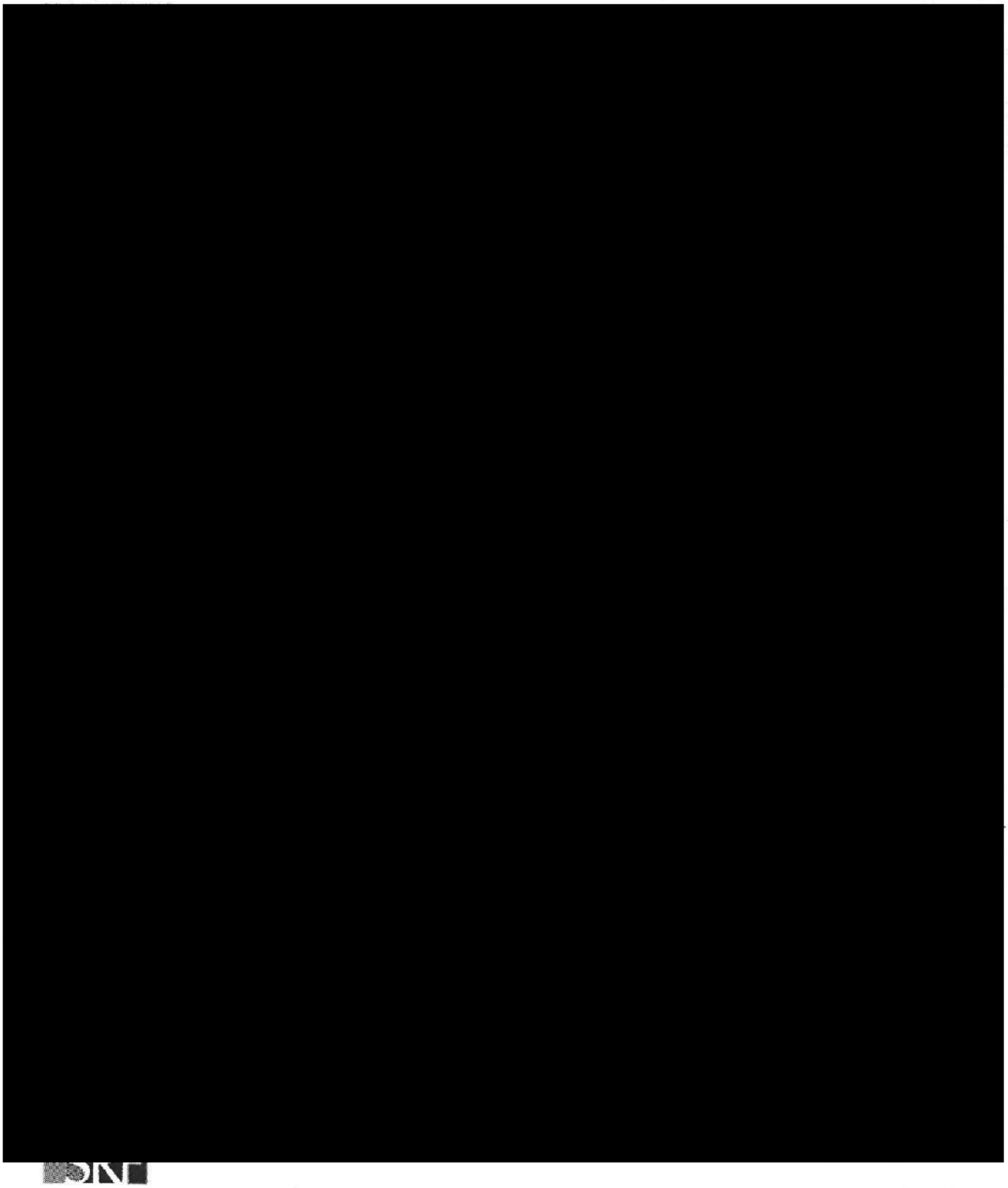
Classification:

Name:

Classification:

Erik Minge, PE

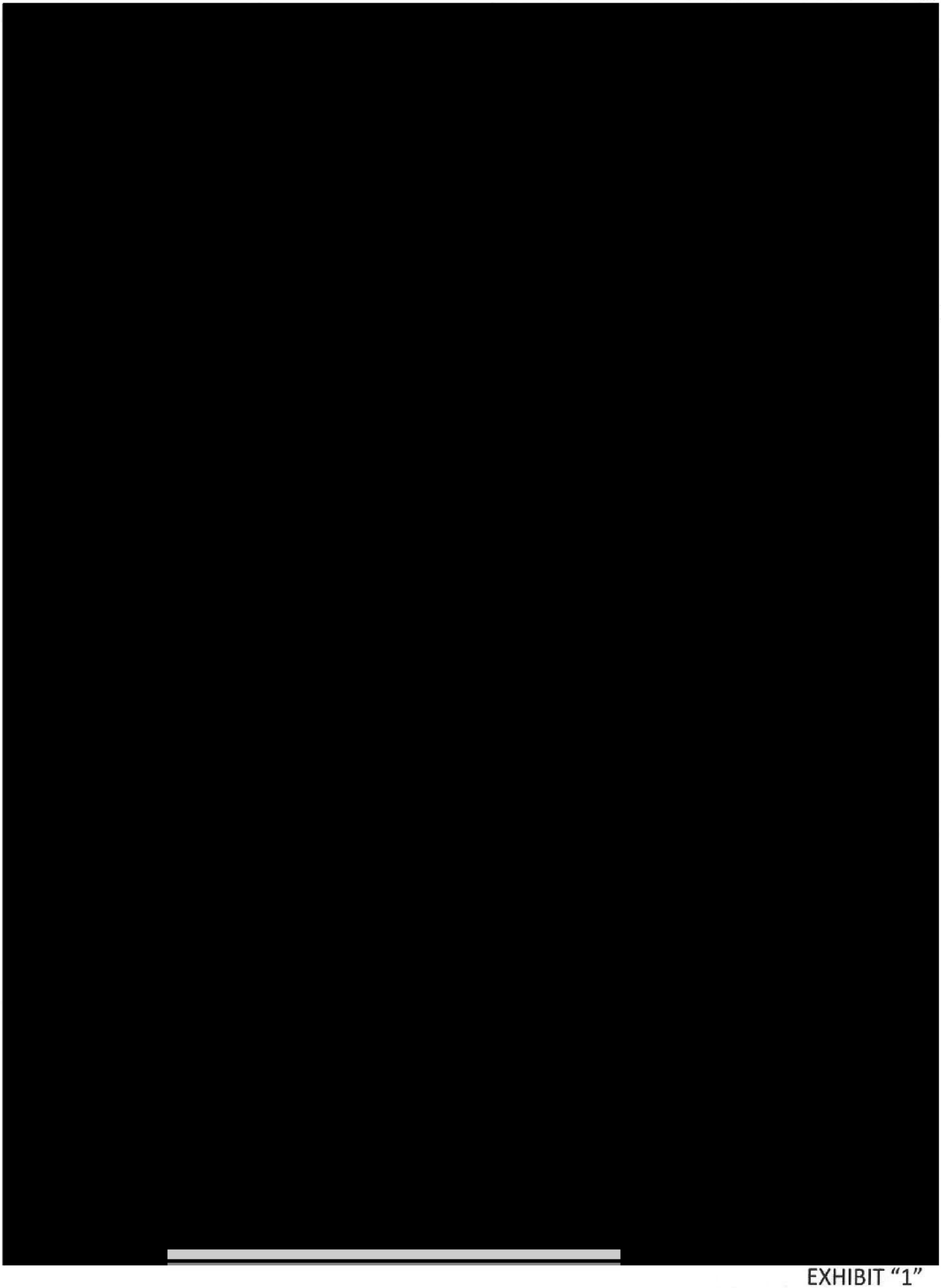
Principal – Intelligent Transportation Systems



Erik Minge, PE
Principal – Intelligent Transportation Systems

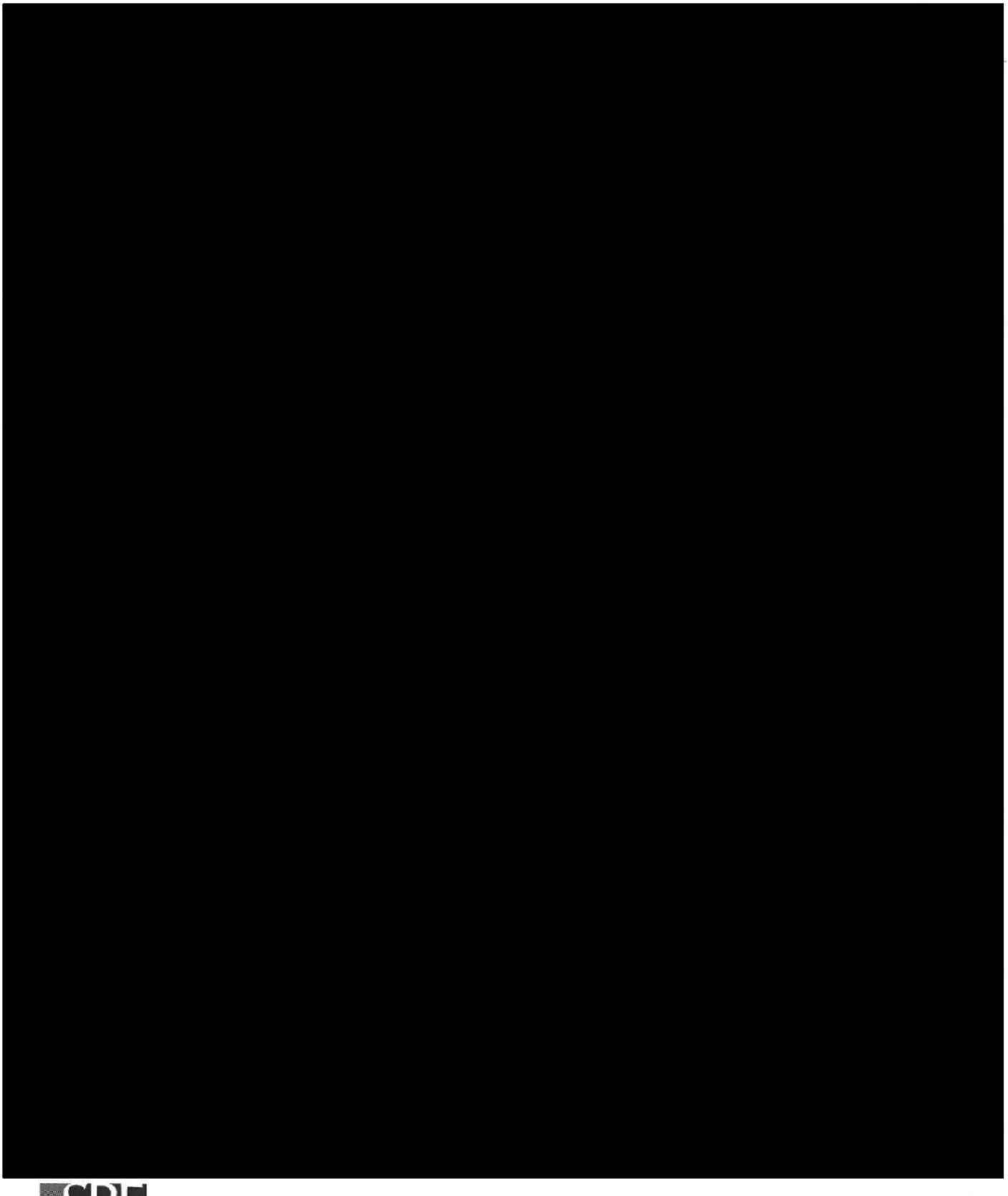
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SRF

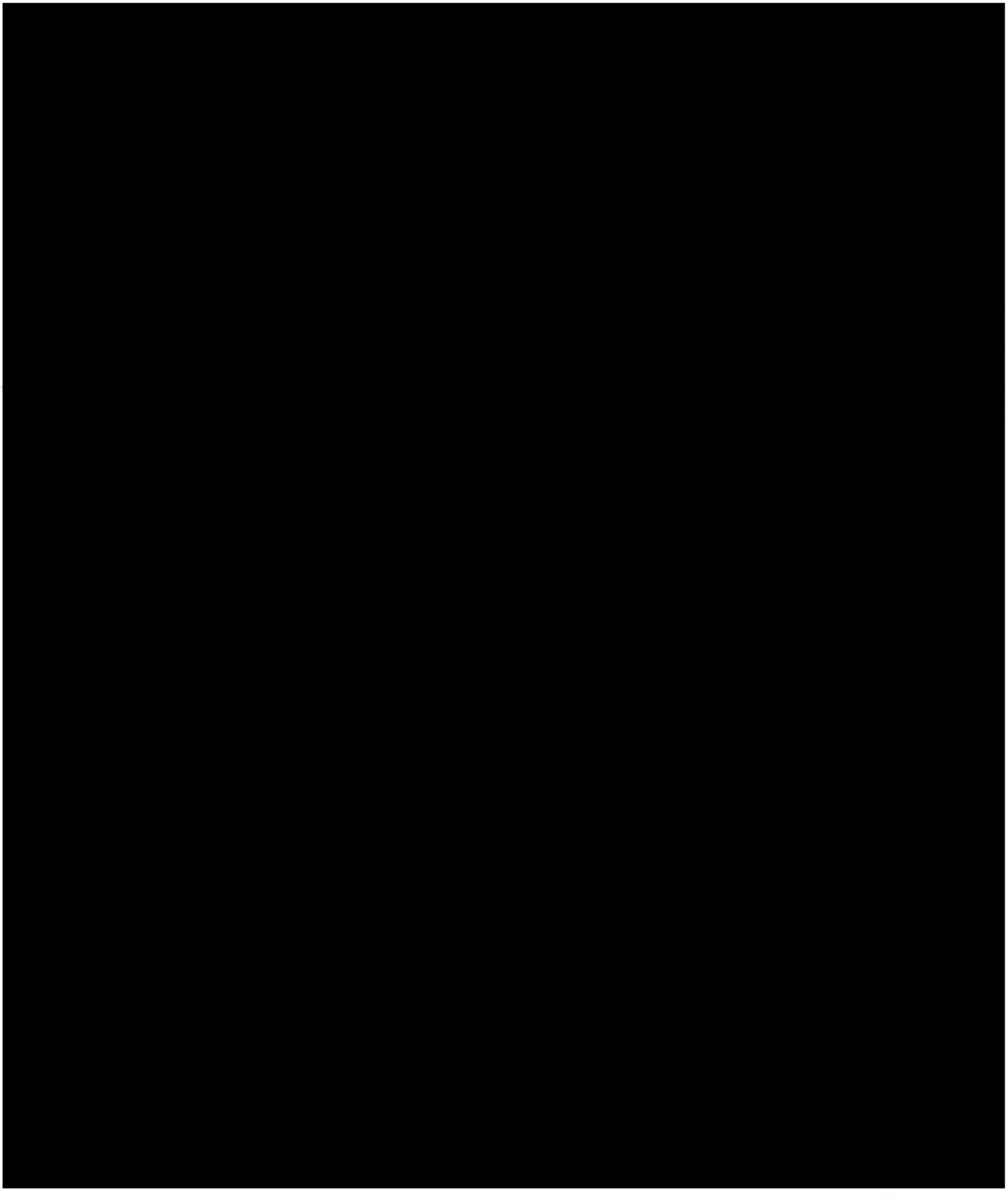


Jacob Folkeringa, PE

Senior Associate – Project Engineer

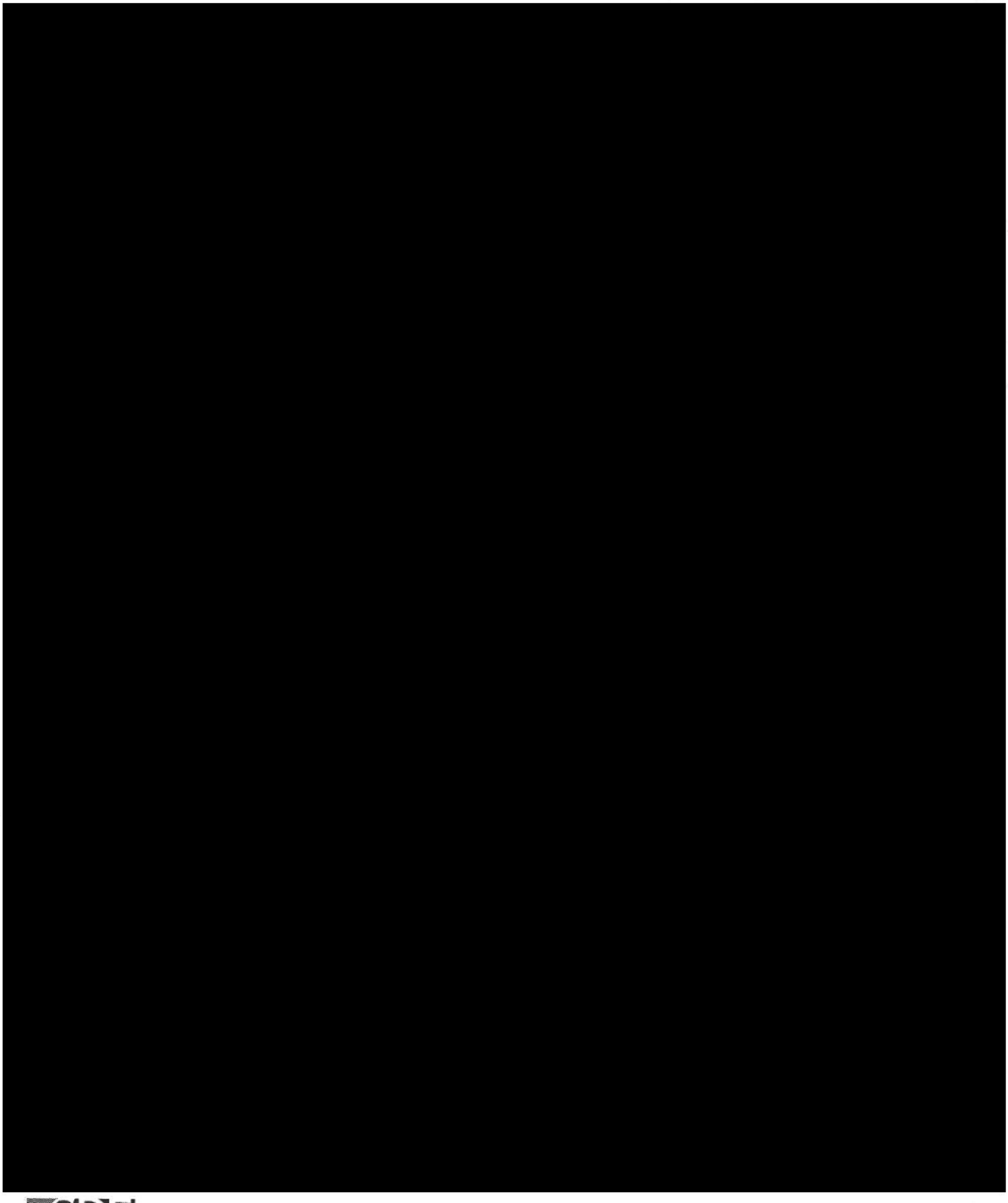


SRF



Curtis Sohn, PSP, PMP

Project Controls Engineer



SRF

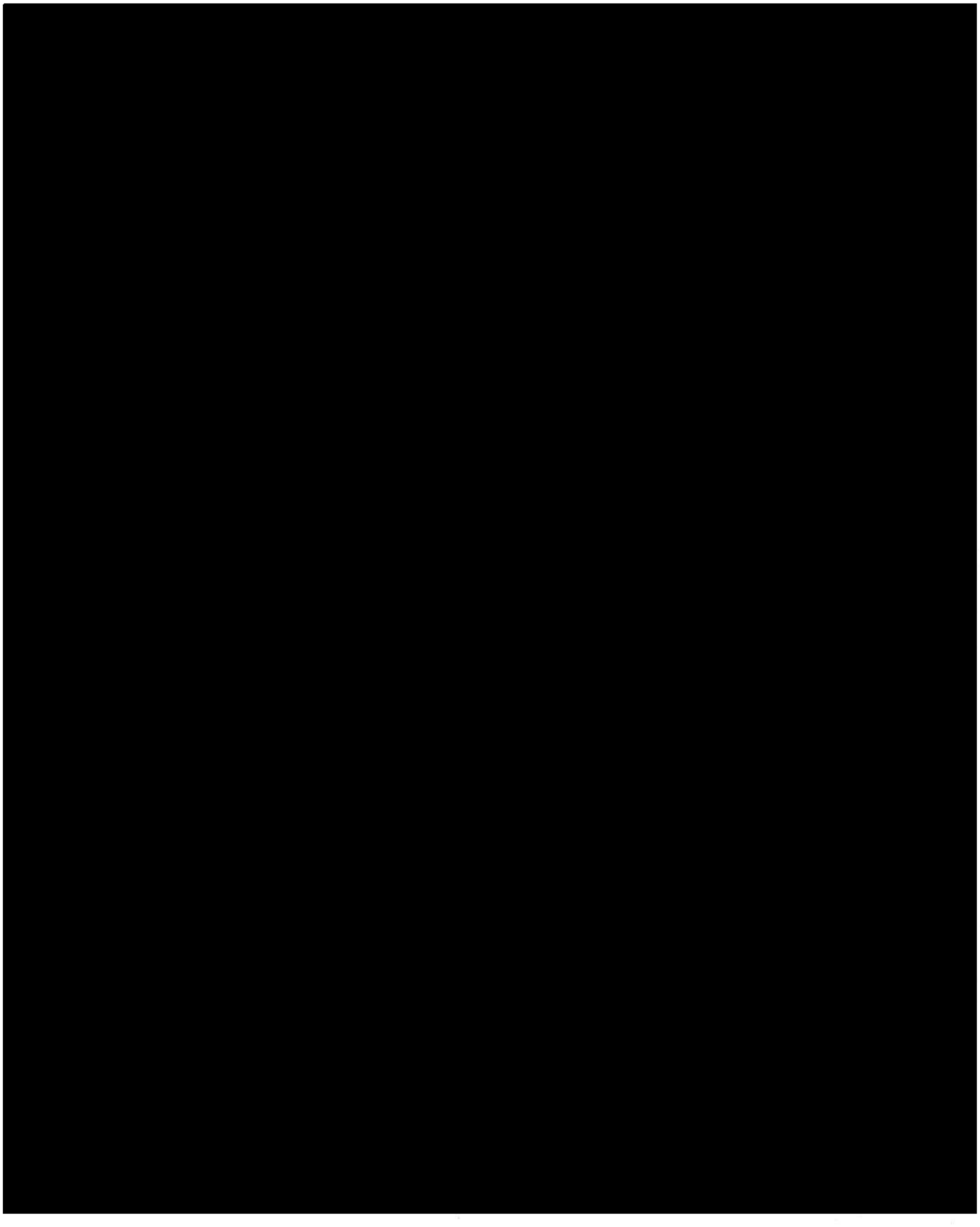


EXHIBIT F

CONTRACT RR-18-9210

SRF Consulting Group, Inc.

SCOPE OF SERVICES

The Intelligent Transportation Systems Services Upon Request Contract RR-18-9210 shall consist of Phase II and Phase III engineering and technical support services for directed work task as authorized by the Illinois Tollway.

Phase II ITS and technical engineering services shall consist of special engineering studies and preparation of final design including but not limited to: preparation of contract plans, special provisions, cost estimates, contract bid documents, advertisements and addenda. All work tasks shall be completed in accordance with the latest version or current edition of the Tollway reference guide documents such as Design Section Engineer's Manual, Tollway Standard Drawings, Tollway Supplemental Specifications, ITS Deployment Guide and Illinois Department of Transportation Standard Specifications for Road and Bridge Construction and Recurring Special Provisions.

Phase III ITS and technical engineering services shall consist of but not limited to; on-site construction inspection, layout review, design changes review, maintain project documentation, pay estimates and change orders preparation and submission, material and geotechnical inspection and testing, completion and submittal of final measurements and calculations, preparation and inspection of the contract punch list, and final contract documentation including CADD record drawings in accordance with the latest version or current edition of the Construction Managers Manual.

EXHIBIT G

Contract No. RR-18-9210

SRF Consulting Group, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
PTB 184-038	IL DOT SCAT Program: D7 Effingham	$51,168	$49,388	6/5/2021
PTB 184-038	IL DOT SCAT Program: D8 Cahokla	$32,182	$30,620	6/5/2021
PTB 184-038	IL DOT SCAT Program: D8 Columbia	$71,329	$55,341	6/5/2021
PTB 184-038	IL DOT SCAT Program: D8 O'Fallon	$41,197	$39,241	6/5/2021
PTB 184-038	IL DOT SCAT Program: D9 Carbondale	$102,123	$100,700	6/5/2021
I-94/US41 PTB 168-006	Illinois DOT I-94/US 41 Smart Hwy Ph I	$161,936	$2,504	6/30/2017
I-94/US41 PTB 168-006	Illinois DOT I-94/US 41 Smart Hwy Ph II	$175,169	$138,670	12/31/2019

Contract No.: RR-18-9210 **Consultant:** SRF Consulting Group, Inc.

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

** Additional services funds require prior authorization before use

TOTAL 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):

Project No. RR-18-9210 Consultant: SRF Consulting Group, Inc.

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: *Singh & Associates, Inc.*

Contract Number: *RR-18-9210*

Proposal Date: *11/12/2018*

Exhibit Pointers: Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-18-9210 **Consultant:** Singh + Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

									Grand Total Exhibit A Hours				6438
	MONTHS of YEAR 2019												TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
P4G	89	89	89	89	89	89	89	89	90	90	90	90	1072
Design Services	89	89	89	89	90	90	90	90	90	90	90	90	1076
TOTALS	178	178	178	178	179	179	179	179	180	180	180	180	2148

Rev. 9/2018

PSB 18-1 and Later ONLY

Contract Number: RR-18-9210 Consultant: Singh + Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
P4G Protégé	89	89	89	89	89	89	89	89	89	89	89	89	1068
Design Services	90	90	90	90	90	90	90	90	90	90	90	90	1080
TOTALS	179	179	179	179	179	179	179	179	179	179	179	179	2148

Rev. 9/2018

PSB 18-1 and Later ONLY

Contract Number: RR-18-9210 Consultant: Singh + Associates, 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	
P4G	89	89	89	89	89	89	89	89	89	90	90	90	1071
Design Services	89	89	89	89	89	89	89	89	89	90	90	90	1071
TOTALS	178	178	178	178	178	178	178	178	178	180	180	180	2142

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Contract No.: RR-18-9210 Consultant: Singh + Associates, Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

6,438.00 (Total Work Hours from Exhibit A)	$ 43.53 (Average Hourly Rate)	TOTAL DIRECT SALARY	$ 280,246.14

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 $ 784,689.19

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT
(For Prime Consultant listed above.)

TOTAL DIRECT COSTS $ 15,310.81

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) $ 800,000.00

Contract No.: RR-18-9210 **Consultant:** Singh + Associates, Inc.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

B. **ALLOWABLE DIRECT COSTS - based on link below**
https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5

C. **OVERTIME PREMIUM**

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

DIRECT COST CATEGORY

_____

_____

_____

_____

_____

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_____

_____

_____

_____

_____

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_____

_____

_____

_____

_____

TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized) $ 15,310.81

ALLOWABLE DIRECT COSTS

09.12.2018

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

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

ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates
  http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx

- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

ALLOWABLE DIRECT COSTS

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

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

NOTES:

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

Contract No.: RR-18-9210 **Consultant:** Singh & Associates, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal:

Project Manager:

Project Engineer:

Resident Engineer: Omar M. Alsharbini, PE

Documentation Engineer:

Project Civil Engineer:

Project Structural Engineer:

Project Drainage Engineer:

Senior Engineer:

Others:

Name: Lora Supencheck, PE
Classification: Roadway Engineer

Name:
Classification:

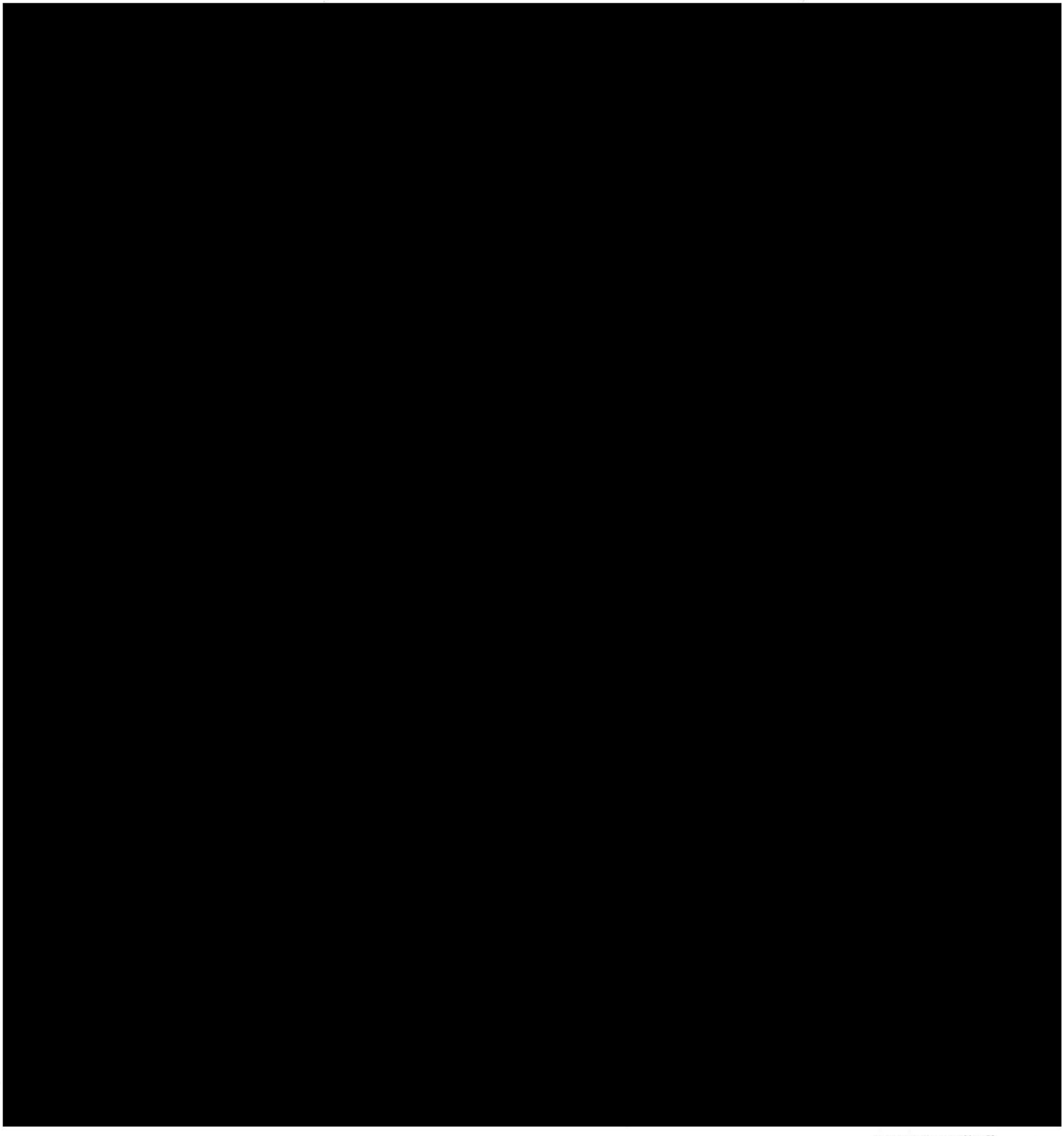
Name:
Classification:

Name: Marian (Maggie) Moninski, PE
Classification: Mechanical Engineer

SINGH

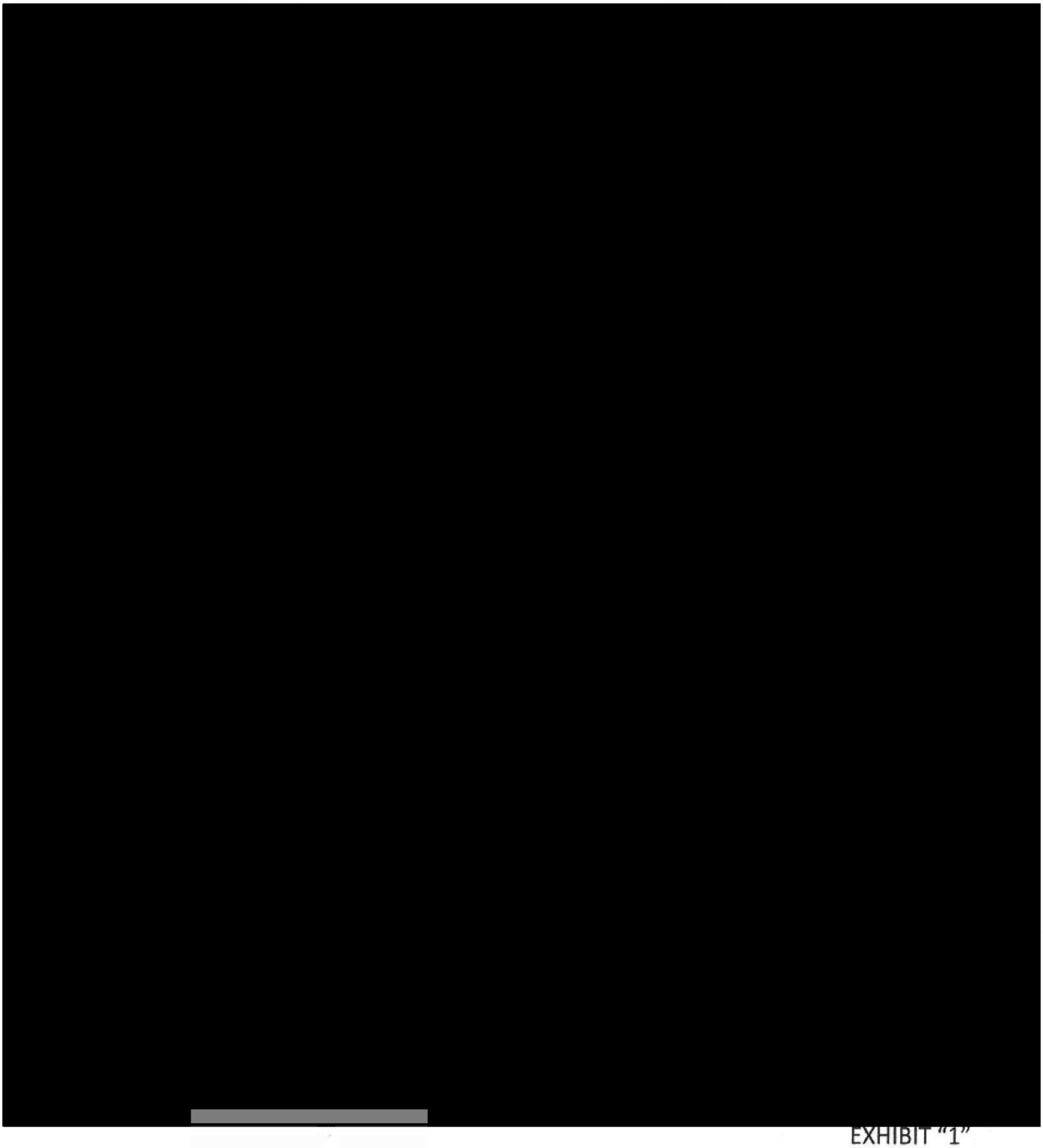
OMAR M. ALSHARBINI, PE
RESIDENT ENGINEER

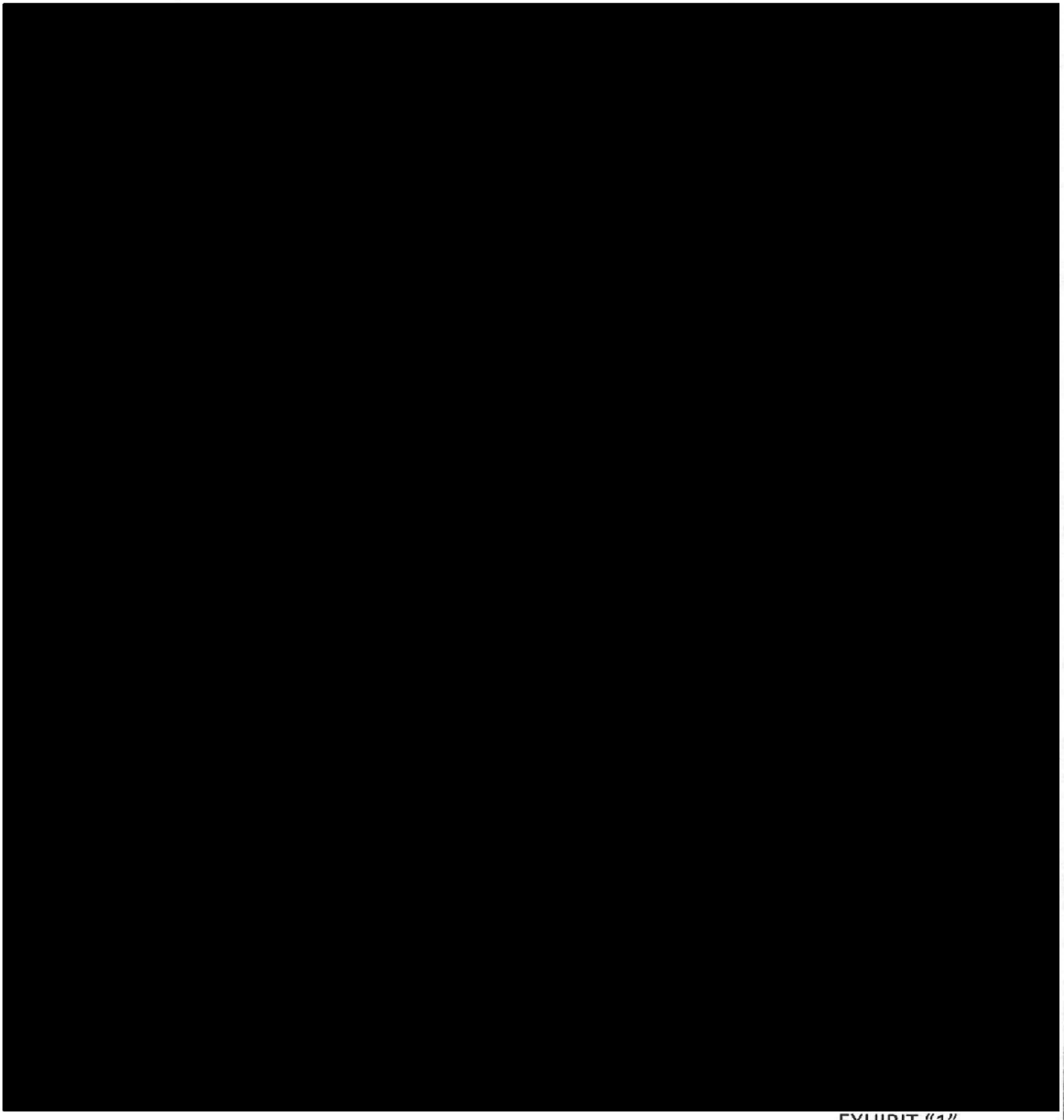
[redacted]



SINGH

LORA SUPENCHECK, PE
TRANSPORTATION ENGINEER

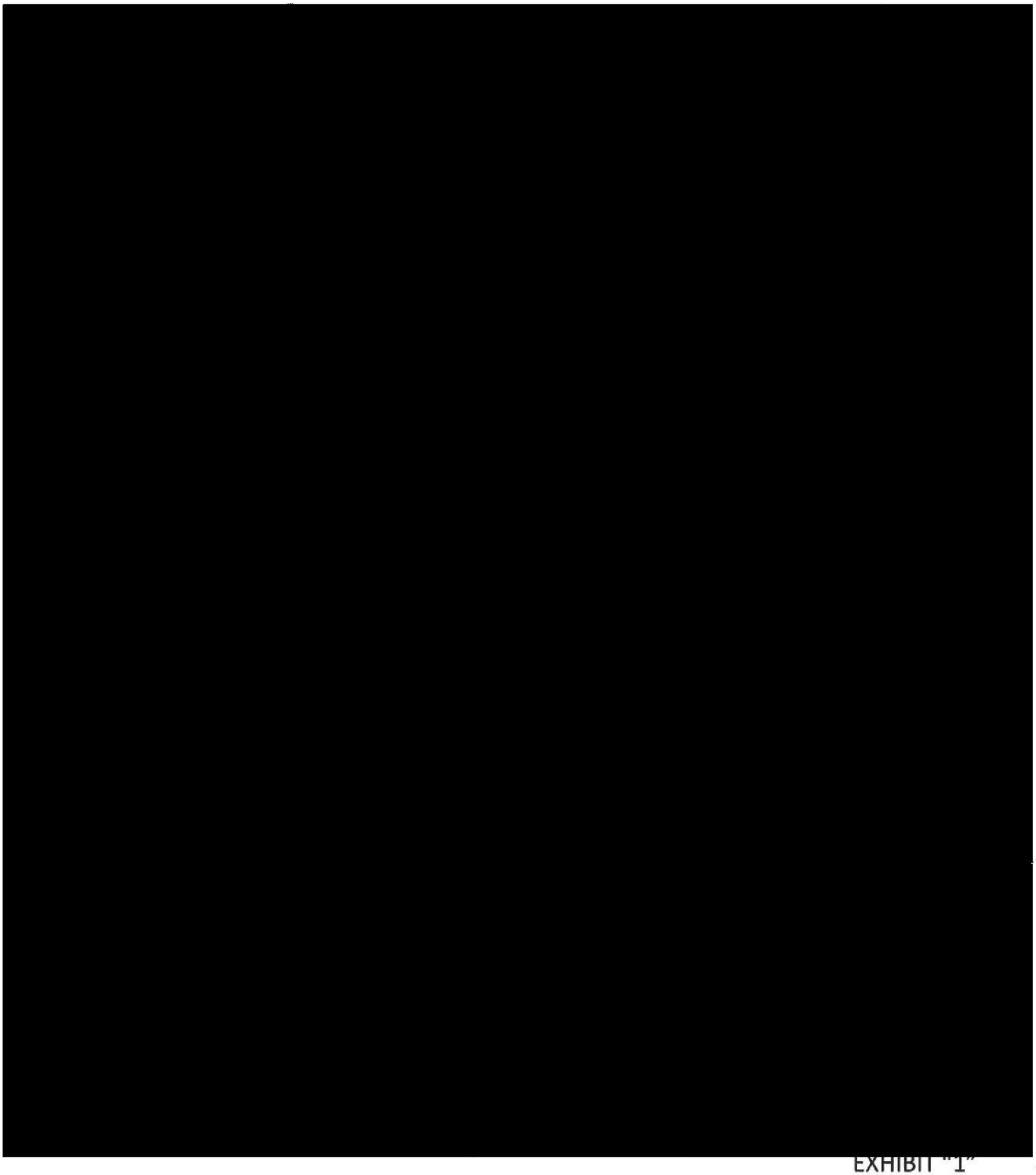




SINGH

MARIAN (MAGGIE) MONINSKI, PE, LEED AP BD+C

MECHANICAL DESIGN ENGINEER



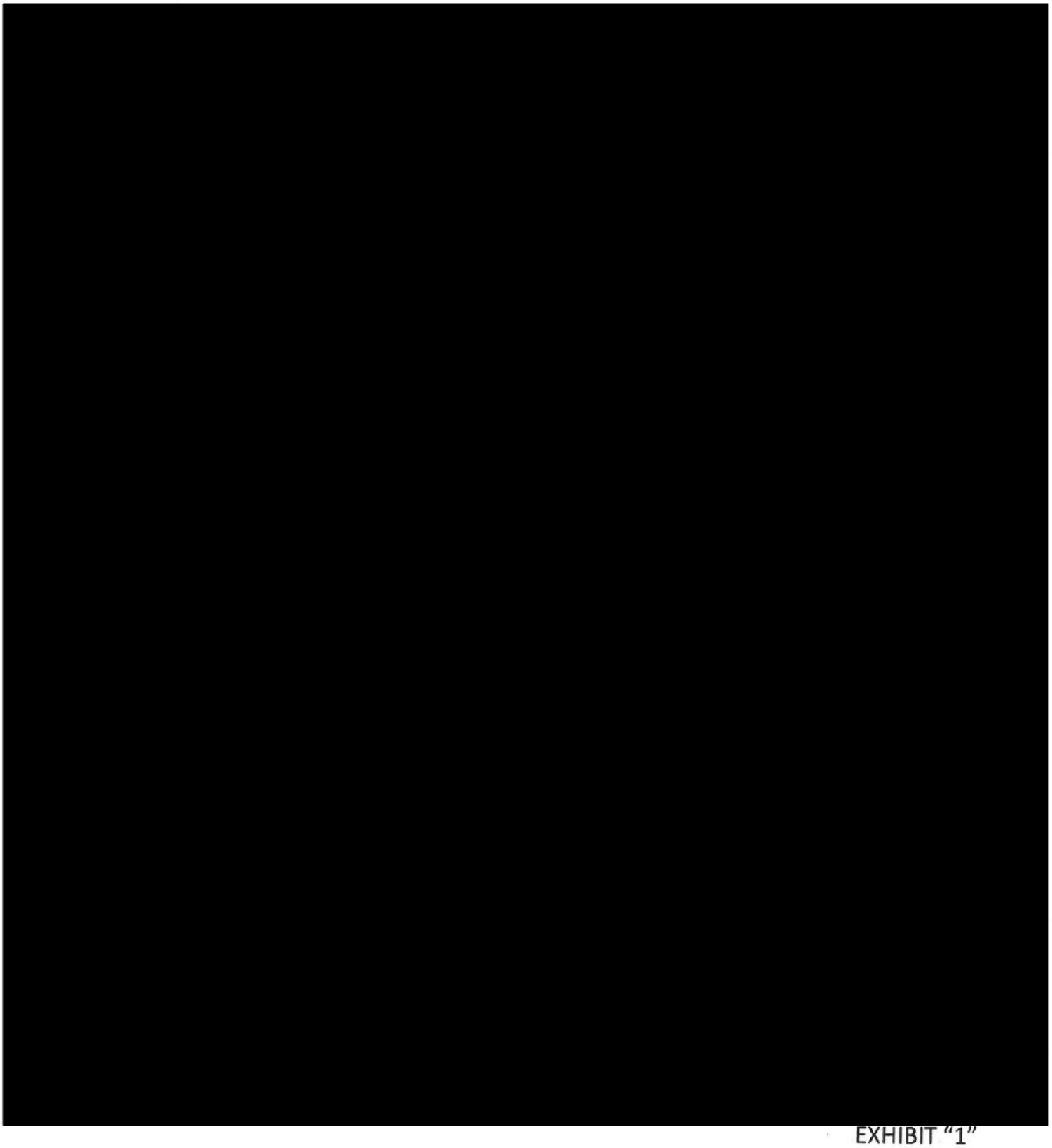


EXHIBIT F

Contract No. RR-18-9210

Singh + Associates, Inc.

SCOPE OF SERVICES

The Intelligent Transportation Systems Services Upon Request Contract RR-18-9210 shall consist of Phase II and Phase III engineering and technical support services for directed work task as authorized by the Illinois Tollway.

Phase II ITS and technical engineering services shall consist of special engineering studies and preparation of final design including but not limited to: preparation of contract plans, special provisions, cost estimates, contract bid documents, advertisements and addenda. All work tasks shall be completed in accordance with the latest version or current edition of the Tollway reference guide documents such as Design Section Engineer's Manual, Tollway Standard Drawings, Tollway Supplemental Specifications, ITS Deployment Guide and Illinois Department of Transportation Standard Specifications for Road and Bridge Construction and Recurring Special Provisions.

Phase III ITS and technical engineering services shall consist of but not limited to; on-site construction inspection, layout review, design changes review, maintain project documentation, pay estimates and change orders preparation and submission, material and geotechnical inspection and testing, completion and submittal of final measurements and calculations, preparation and inspection of the contract punch list, and final contract documentation including CADD record drawings in accordance with the latest version or current edition of the Construction Managers Manual.

EXHIBIT G

Contract RR-18-9210

SRFSIN_TM (Singh and Associates, Inc.)

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplements and Extra Work Orders)	Fee Remaining to be Earned	Estimated Date of Completion
I-12-4041	Elgin-O'Hare Western Access, US 20 to IL 83	$ 345,708	$ 35,000	
I-14-4645	Elgin-O'Hare Western Access CA (sub)	$ 8,500	$ 8,500	
RR-13-4116	I-88, York Road to I-290 (Sub)	$ 348,300	$ 3,000	06/30/18
I-13-4623	EOWA at IL 19 Interchange (sub)	$ 277,500	$ 102,500	06/30/18
I-14-4196	Jane Addams Memorial Tollway (I-90) and Systemwide, DUR (Sub)	$ 327,500	$ 7,500	06/30/18
RR-14-5703	Design Upon Request - Systemwide	$ 4,500,000	$ 1,643,000	06/30/23
I-16-4249	I-90 and Systemwide Construction Management Services Upon Request (Sub)	TBD		
RR-16-4267	Maintenance Facility Design (Sub)	$ 109,400	$ 15,000	12/31/18
I-17-4296 / 22040482	Tri-State Tollway Reconstruction, 95th Street to LaGrange Road (Sub)	$ 479,368	$ 305,000	12/31/20
I-17-4299 / 22040488	Tri-State Tollway Reconstruction, EW Connector to Roosevelt Rd. (Sub)	$ 156,000	$ 68,500	12/31/20
I-17-4303 / 22040503	Tri-State Tollway Reconstruction and Bridge Rehabilitation, O'Hare Oasis to Balmoral Avenue (Sub)	$ 537,000	$ 50,000	12/31/20
I-17-4305 / 22040505	Tri-State Tollway Bridge Rehabilitation, Repairs & Demolition, Various Locations (Sub)	$ 148,711	$ 107,000	12/31/19
I-17-4306 / 22040506	Tri-State Tollway, Bridge Rehabilitation, Repairs, & Demolition, Various Locations (Sub)	$ 135,000	$ 76,000	12/31/19
I-17-4309 / 22040511	Tri-State Tollway, Advanced MOT Rehabilitation, 95th Street to EW Connector (Sub)	TBD		
I-17-4681 / 22040494	Elgin O'Hare Western Access, I-490 at IL 19 Interchange. CM Services	TBD		
RR-18-4381	I-88 Pavement & Structural Rehabilitation (sub)	$ 260,800	$ 155,000	
RR-18-4382	Tri-State Tollway Reconstruction, Stearns Rd Bridge	$ 323,000	$ 323,000	

EXHIBIT "1"

Rev. 5/21/2018
PSB 18-1 & Later Only

PAGE _____ OF _____

EXHIBIT G

Contract RR-18-9210

SRFSIN_TM (Singh and Associates, Inc.)

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplements and Extra Work Orders)	Fee Remaining to be Earned	Estimated Date of Completion
RR-18-4379	I-88 Roadway & Bridge Rehabilitation (sub)	$ 160,500	$ 140,500	
D-92-026-11; PTB 158-016	Various Phase I/II Projects (Sub)	$ 40,500	$ 4,088	06/30/18
D-92-026-11; PTB 158-016	Various Phase I/II Projects (Sub)	$ 20,000	$ 3,000	06/30/18
PTB 168-011	District 1 Various Signals	$ 480,000	$ 134,500	12/31/18
PTB 168-006 & P-91-376-13	I94/US 40 Smart Highway Corridor Design (sub)	$ 369,000	$ 247,000	12/31/18
PTB 168-007 & D-91-314-13	Various Phase II Projects (sub)	$ 94,000	$ 3,000	12/31/18
PTB 168-016 & D-92-073-11	US 30 BR (West State Street), from Day Avenue to Independence Avenue (sub)	$ 55,500	$ 5,000	12/31/18
PTB 171-006 & P-91-195-14	Phase I Various ADA Projects (sub)	$ 92,500	$ 48,000	08/07/19
PTB 172-008 / D-91-354-14	Various ITS and Electrical Projects	$ 500,000	$ 337,000	12/31/18
PTB 172-006 / D-91-333-14	Various Phase II Traffic Signal Design Project (sub)	$ 85,000	$ -	12/31/18
PTB 152-016 & P-91-505-09	Phase I Lighting Assessments (sub)	$ 115,798	$ 10,000	12/31/18
PTB 173-006 & P-91-442-14	Phase I Various/Various Projects (sub)	$ 190,000	$ 99,000	12/31/18
PTB 174-017 & D-30-003-15	Various Pump Station Projects (sub)	$ 67,601	$ 48,729	10/15/25
PTB 174-001	Phase I Various Various Projects (sub)	TBD by WO		
PTB 175-011; P-91-224-15	Phase I Various Various Projects (sub)	$ 163,000	$ 52,000	12/15/23
PTB 175-015; D-91-113-15	IL 53 & IL 68 (Sub)	$ 82,650	$ 3,500	12/31/18
PTB 174-003; P-91-130-15	IL 53, West Arsenal Rd to US 52 (Sub)	$ 41,800	$ 30,000	12/31/18
PTB 181-003	Ph I Engineering for IL 43 (sub)	$ 153,400	$ 84,000	12/31/20

EXHIBIT "1"

EXHIBIT G

Contract RR-18-9210

SRFSIN_TM (Singh and Associates, Inc.)

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplements and Extra Work Orders)	Fee Remaining to be Earned	Estimated Date of Completion
D-91-115-17; PTB 182-004	Various Phase II Projects (Sub)	$ 84,000	$ 28,000	12/31/19
	P3 Delivery (Sub)	$ 81,000	$ 68,000	
D-91-215-17 PTB 185-014	East Avenue at 47th Street	$ 654,500	$ 650,000	08/10/20
D-91-115-17; PTB 182-004	Various Phase II Projects (Sub)	$ 84,000	$ 28,000	12/31/19

Contract No.: RR-18-9210 **Consultant:** Singh + Associates, Inc.

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1 _____

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

2 _____

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

3 _____

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

4 _____

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

5 _____

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

6 _____

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

7 _____

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

8 _____

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

9 _____

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

10 _____

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: $ -

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

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

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

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

Project No. RR-18-9210 Consultant: Singh + Associates, Inc.

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: *Michael Baker International*

Contract Number: *RR-18-9210*

Proposal Date: *11/12/2018*

Exhibit Pointers: Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-18-9210 **Consultant:** Michael Baker International

EXHIBIT A: ESTIMATED TASK WORK HOURS

	Grand Total Exhibit A Hours												2011
	MONTHS of YEAR 2019												TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
C/AV Task Support	56	56	56	56	56	56	56	56	56	56	56	55	671
TOTALS	56	56	56	56	56	56	56	56	56	56	56	55	671

Rev. 9/2018

PSB 18-1 and Later ONLY

Contract Number: RR-18-9210 **Consultant:** Michael Baker International

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
C/AV Task Support	56	56	56	55	56	56	56	55	56	56	56	55	669
TOTALS	56	56	56	55	56	56	56	55	56	56	56	55	669

Contract Number: RR-18-9210 **Consultant:** Michael Baker International

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	
C/AV Task Support	56	56	56	56	56	56	56	56	56	56	56	55	671
TOTALS	56	56	56	56	56	56	56	56	56	56	56	55	671

Rev. 9/2018

PSB 18-1 and Later ONLY

Contract No.: RR-18-9210 Consultant: Michael Baker International

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

2,011.00 (Total Work Hours from Exhibit A)	$ 70.57 (Average Hourly Rate)	TOTAL DIRECT SALARY	$ 141,916.00

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 $ 397,364.80

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT
(For Prime Consultant listed above.)

TOTAL DIRECT COSTS $ 2,635.20

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) $ 400,000.00

Contract No.: RR-18-9210 **Consultant:** Michael Baker International

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

B. **ALLOWABLE DIRECT COSTS - based on link below**
https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5

C. **OVERTIME PREMIUM**

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

DIRECT COST CATEGORY

_____

_____

_____

_____

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_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized) $ 2,635.20

ALLOWABLE DIRECT COSTS

09.12.2018

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

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

ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates
  http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx

- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

ALLOWABLE DIRECT COSTS

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

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

NOTES:

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

Contract No.: RR-18-9210 **Consultant:** Michael Baker International

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: _____

Name: _____

Classification: _____

EXHIBIT F

CONTRACT RR-18-9210

(Michael Baker International)

SCOPE OF SERVICES

The Intelligent Transportation Systems Services Upon Request Contract RR-18-9210 shall consist of Phase II and Phase III engineering and technical support services for directed work task as authorized by the Illinois Tollway.

Phase II ITS and technical engineering services shall consist of special engineering studies and preparation of final design including but not limited to: preparation of contract plans, special provisions, cost estimates, contract bid documents, advertisements and addenda. All work tasks shall be completed in accordance with the latest version or current edition of the Tollway reference guide documents such as Design Section Engineer's Manual, Tollway Standard Drawings, Tollway Supplemental Specifications, ITS Deployment Guide and Illinois Department of Transportation Standard Specifications for Road and Bridge Construction and Recurring Special Provisions.

Phase III ITS and technical engineering services shall consist of but not limited to; on-site construction inspection, layout review, design changes review, maintain project documentation, pay estimates and change orders preparation and submission, material and geotechnical inspection and testing, completion and submittal of final measurements and calculations, preparation and inspection of the contract punch list, and final contract documentation including CADD record drawings in accordance with the latest version or current edition of the Construction Managers Manual."

EXHIBIT G

Contract No. RR-18-9210

Michael Baker International

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
3 13-1 Item 5	EOWA CM Services Upon Request	$5,000,000.00	$70,000.00	12/31/2018
14-1 Item 10,	I-88 Roadway Resurfacing, US Rt 30 to US 52	$6,148,718.00	$0.00	12/31/2018
3 17-3 Item 7	Tri State Tollway, Roadway Reconstruction and Bridge Rehabilitation, Wolf Road to O'Hare Oasis	$3,445,940.00	$1,400,000.00	12/31/2019
)T PTB 160-(	Various Phase I Services	$2,000,000.00	$12,000.00	12/31/2018
173-015, N-F	Harlem Ave from 63rd to 65th - Phase I and II	$4,502,991.00	$2,400,000.00	6/30/2020
)T PTB 176-(	Cedar Street Extension - Phase I and II	$935,000.00	$240,000.00	3/31/2019
)T PTB 179-(	I-90 from Cumberland to Harlem - Phase III	$560,544.00	$0.00	12/31/2018
)T PTB 183-(	Various Phase I/II Services for Structure Projects Statewide	$1,500,000.00	$965,000.00	12/31/2019

Contract No.: RR-18-9210 Consultant: Michael Baker International

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1 _____

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

2 _____

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

3 _____

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

4 _____

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

5 _____

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

6 _____

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

7 _____

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

8 _____

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

9 _____

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

10 _____

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: $ -

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

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

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

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

Project No. RR-18-9210 Consultant: Michael Baker International

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1 _____

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

2 _____

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

3 _____

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

4 _____

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

5 _____

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

6 _____

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

7 _____

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

8 _____

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

9 _____

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

10 _____

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: *GSG Consultants, Inc.*

Contract Number: *RR-18-9210*

Proposal Date: *11/12/2018*

Exhibit Pointers: Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-18-9210 **Consultant:** GSG Consultants, Inc

EXHIBIT A: ESTIMATED TASK WORK HOURS

										Grand Total Exhibit A Hours			714
	MONTHS of YEAR 2019												TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Engineering Support Servcies	1				200	200	200	100	6				707
TOTALS	1				200	200	200	100	6				707

Rev. 9/2018

PSB 18-1 and Later ONLY

Contract Number: RR-18-9210 **Consultant:** GSG Consultants, Inc

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Engineering Support Servcies	2											2	4
TOTALS	2											2	4

Rev. 9/2018

PSB 18-1 and Later ONLY

Contract Number: RR-18-9210 **Consultant:** GSG Consultants, 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	
Engineering Support Servcies	2											1	3
TOTALS	2											1	3

Rev. 9/2018

PSB 18-1 and Later ONLY

Contract No.: RR-18-9210 Consultant: GSG Consultants, Inc

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

714.00 (Total Work Hours from Exhibit A)	$ 37.00 (Average Hourly Rate)	TOTAL DIRECT SALARY	$ 26,418.00

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 $ 73,970.40

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT
(For Prime Consultant listed above.)

TOTAL DIRECT COSTS $ 6,029.60

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) $ 80,000.00

Contract No.: RR-18-9210 **Consultant:** GSG Consultants, Inc

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

B. **ALLOWABLE DIRECT COSTS - based on link below**
https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5

C. **OVERTIME PREMIUM**

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

DIRECT COST CATEGORY

_____

_____

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TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized) $ 6,029.60

ALLOWABLE DIRECT COSTS

09.12.2018

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

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

ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates
  http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx

- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

ALLOWABLE DIRECT COSTS

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

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

NOTES:

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

Contract No.: RR-18-9210 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 RR-18-9210

(GSG Consultants, Inc.)

SCOPE OF SERVICES

The Intelligent Transportation Systems Services Upon Request Contract RR-18-9210 shall consist of Phase II and Phase III engineering and technical support services for directed work task as authorized by the Illinois Tollway.

Phase II ITS and technical engineering services shall consist of special engineering studies and preparation of final design including but not limited to: preparation of contract plans, special provisions, cost estimates, contract bid documents, advertisements and addenda. All work tasks shall be completed in accordance with the latest version or current edition of the Tollway reference guide documents such as Design Section Engineer's Manual, Tollway Standard Drawings, Tollway Supplemental Specifications, ITS Deployment Guide and Illinois Department of Transportation Standard Specifications for Road and Bridge Construction and Recurring Special Provisions.

Phase III ITS and technical engineering services shall consist of but not limited to; on-site construction inspection, layout review, design changes review, maintain project documentation, pay estimates and change orders preparation and submission, material and geotechnical inspection and testing, completion and submittal of final measurements and calculations, preparation and inspection of the contract punch list, and final contract documentation including CADD record drawings in accordance with the latest version or current edition of the Construction Managers Manual."

EXHIBIT G

Contract No. RR-18-9210

GSG Consultants, Inc

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
4032	Environmental - Various	$900,000.00	$25,000.00	12/31/2018
4300	Geotechnical - I294	$2,310,302.96	$1,465,000.00	3/31/2019
4302	Geotechnical - I294	$470,000.00	$102,000.00	3/1/2019
4656	Geotechnical - EOWA	$1,225,000.00	$545,000.00	3/1/2019
4659	Assessment and CM	$2,275,000.00	$250,000.00	12/31/2018
4677	Geotechnical - EOWA	$556,000.00	$511,000.00	3/1/2019
4257	Environmental - Various	$750,000.00	$645,000.00	12/31/2020
9775	GEC	$10,724,576.00	$8,700,000.00	12/31/2021
4281	CM - 159th Street Bridge	$1,647,571.00	$900,000.00	3/1/2019
4301	Geotechnical - I294	$762,000.00	$209,000.00	3/1/2019
4298	Geotechnical - I294	$1,125,000.00	$1,025,000.00	3/1/2019

Contract No.: RR-18-9210 Consultant: GSG Consultants, Inc

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1 _____

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

2 _____

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

3 _____

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

4 _____

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

5 _____

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

6 _____

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

7 _____

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

8 _____

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

9 _____

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

10 _____

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: $ -

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

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

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

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

Project No. RR-18-9210 Consultant: GSG Consultants, Inc

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name:	*EJM Engineering, Inc. DBA TranSmart/EJM Corporation*
Contract Number:	*RR-18-9210*
Proposal Date:	*11/12/2018*

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-18-9210 **Consultant:** EJM Engineering, Inc. DBA TranSmart/EJM Corporation

EXHIBIT A: ESTIMATED TASK WORK HOURS

											Grand Total Exhibit A Hours		3672
	MONTHS of YEAR 2019												TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Ph I/II & III ITS Services	102	102	102	102	102	102	102	102	102	102	102	102	1224
TOTALS	102	102	102	102	102	102	102	102	102	102	102	102	1224

Rev. 5/2018

PSB 18-1 and Later ONLY

Contract Number: RR-18-9210

Consultant: EJM Engineering, Inc. DBA TranSmart/EJM Corporation

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Ph I/II & III ITS Services	102	102	102	102	102	102	102	102	102	102	102	102	1224
TOTALS	102	102	102	102	102	102	102	102	102	102	102	102	1224

Rev. 5/2018

PSB 18-1 and Later ONLY

Contract Number: RR-18-9210 **Consultant:** EJM Engineering, Inc. DBA TranSmart/EJM Corporation

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	
Ph I/II & III ITS Services	102	102	102	102	102	102	102	102	102	102	102	102	1224
TOTALS	102	102	102	102	102	102	102	102	102	102	102	102	1224

Rev. 5/2018

PSB 18-1 and Later ONLY

Contract No.: RR-18-9210 Consultant: EJM Engineering, Inc. DBA TranSmart/EJM Corporation

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

3,672.00 (Total Work Hours from Exhibit A)	X	$ 55.00 (Average Hourly Rate)	=	TOTAL DIRECT SALARY	$ 201,960.00

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 $ 565,488.00

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT
(For Prime Consultant listed above.)

TOTAL DIRECT COSTS $ 34,512.00

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) $ 600,000.00

Contract No.: RR-18-9210 **Consultant:** EJM Engineering, Inc. DBA TranSmart/EJM Corporation

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

B. **ALLOWABLE DIRECT COSTS - based on link below**
https://www.illinoistollway.com/documents/20184/238673/LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_12132013.PDF/b3dab3

C. **OVERTIME PREMIUM**

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

DIRECT COST CATEGORY

_____

_____

_____

_____

_____

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_____

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_____

_____

_____

_____

_____

_____

_____

_____

TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized) $ 34,512.00

ALLOWABLE DIRECT COSTS

09.12.2018

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

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

ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates
  http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx

- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

ALLOWABLE DIRECT COSTS

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

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

NOTES:

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

Contract No.: RR-18-9210 Consultant: EJM Engineering, Inc. DBA TranSmart/EJM 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: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

EXHIBIT F

CONTRACT RR-18-9210

(EJM Engineering, Inc. DBA TranSmart/EJM Corporation)

SCOPE OF SERVICES

The Intelligent Transportation Systems Services Upon Request Contract RR-18-9210 shall consist of Phase II and Phase III engineering and technical support services for directed work task as authorized by the Illinois Tollway.

Phase II ITS and technical engineering services shall consist of special engineering studies and preparation of final design including but not limited to: preparation of contract plans, special provisions, cost estimates, contract bid documents, advertisements and addenda. All work tasks shall be completed in accordance with the latest version or current edition of the Tollway reference guide documents such as Design Section Engineer's Manual, Tollway Standard Drawings, Tollway Supplemental Specifications, ITS Deployment Guide and Illinois Department of Transportation Standard Specifications for Road and Bridge Construction and Recurring Special Provisions.

Phase III ITS and technical engineering services shall consist of but not limited to; on-site construction inspection, layout review, design changes review, maintain project documentation, pay estimates and change orders preparation and submission, material and geotechnical inspection and testing, completion and submittal of final measurements and calculations, preparation and inspection of the contract punch list, and final contract documentation including CADD record drawings in accordance with the latest version or current edition of the Construction Managers Manual."

EXHIBIT G

Contract No. RR-18-9210

EJM Engineering, Inc. DBA TranSmart/EJM Corporation

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
RR-15-9976R	Traffic Engineering Service	$844,000.00	$208,584.00	12/31/2018
THA-14-0017	ITS Field Equipment Maintenanc	$779,015.00	$152,172.00	12/7/2019
13-0074	TIMS Maintenance & Upgrade	$597,438.00	$87,064.00	7/20/2019
RR-16-9194	ITS Maintenance & Network Deployment Guidance and Support Managemen	$1,380,000.00	$1,069,146.00	5/31/2022
I-17-4298	Tri-State Tollway Roadway Reconstruction Phase II	$112,500.00	$82,922.00	12/31/2021
I-17-4308	Tri-State (I-294) ITS & Lighting Phase II	$981,217.00	$931,360.00	10/26/2022
RR-18-4355	ITS Services Upon Reques	$1,750,000.00	$1,750,000.00	5/24/2021
PTB169-043	ITS Statewide ITS Strategic Plan & Architecture Update	$445,144.00	$133,795.00	12/31/2018

Project No. RR-18-9210 Consultant: EJM Engineering, Inc. DBA TranSmart/EJM Corporation

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

** Additional services funds require prior authorization before use

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

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

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

Contract No.: RR-18-9210 Consultant: EJM Engineering, Inc. DBA TranSmart/EJM Corporation

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1 _____

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

2 _____

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

3 _____

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

4 _____

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

5 _____

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

6 _____

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

7 _____

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

8 _____

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

9 _____

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

10 _____

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: $ -

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

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

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

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

Contract Information Sheet

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

Consultant Name: *ITS Engineering Ltd.*

Contract Number: *RR-18-9210*

Proposal Date: *11/12/2018*

Exhibit Pointers: Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-18-9210 **Consultant:** ITS Engineering Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

												Grand Total Exhibit A Hours	1063.8
	MONTHS of YEAR 2019												TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
All Assigned	29	30	29	30	29	30	29	30	29	30	29	30	354
TOTALS	29	30	29	30	29	30	29	30	29	30	29	30	354

Rev. 9/2018

PSB 18-1 and Later ONLY

Contract Number: RR-18-9210 **Consultant:** ITS Engineering Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
	29	30	29	30	29	30	29	30	29	30	29	30	354
TOTALS	29	30	29	30	29	30	29	30	29	30	29	30	354

Rev. 9/2018

PSB 18-1 and Later ONLY

Contract Number: RR-18-9210 Consultant: ITS Engineering Ltd.

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	
	29	30	29	30	29	30	29	30	29	30	30.8	30	355.8
TOTALS	29	30	29	30	29	30	29	30	29	30	30.8	30	355.8

Contract No.: RR-18-9210 Consultant: ITS Engineering Ltd.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

1,063.80 (Total Work Hours from Exhibit A)	$ 65.19 (Average Hourly Rate)	TOTAL DIRECT SALARY	$ 69,349.12

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 $ 194,177.54

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT
(For Prime Consultant listed above.)

TOTAL DIRECT COSTS $ 5,822.46

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) $ 200,000.00

Contract No.: RR-18-9210 **Consultant:** ITS Engineering Ltd.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

B. **ALLOWABLE DIRECT COSTS - based on link below**
https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5

C. **OVERTIME PREMIUM**

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

DIRECT COST CATEGORY
Itemized Direct Costs
-Connected Vehicle Specifications
Society of Automotive Engineers (SAE) specs
SAE J-2735-201603
SAE J-2945-201712
Institute of Electronic and Electrical Engineers (IEEE) specs
IEEE 802.11p-2016
IEEE 1609 series

TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized) $ 5,822.46

Itemized Direct Costs

The following SAE and IEEE specifications are required by the consultant in order to adequately perform some of the typical tasks to be assigned according to PBC 18-3 item 9:

- Special Studies: Connected vehicles, autonomous vehicles, connected vehicle to infrastructure, policies and feasibility.

Several intelligent transportation systems (ITS) standards have recently been published. These standards support connected vehicle deployments and the expected 2016 National Highway Traffic Safety Administration (NHTSA) rulemaking on vehicle-to-vehicle (V2V) communications:

- **SAE J2735 Dedicated Short Range Communications (DSRC) Message Set Dictionary:** This standard will assure that DSRC applications are interoperable. Applications, including collision avoidance, emergency vehicle warnings, and signage, require this standard to be effective.
- **SAE J2945/1 Onboard Minimum Performance Requirements for V2V Safety Communications:** This standard sets the minimum performance requirements and the interface standard features that are required to establish interoperability between onboard units for V2V safety systems.
- **IEEE 1609.2-2016 Standard for Wireless Access in Vehicular Environments (WAVE) – Security Services for Applications and Management Messages:** This standard defines secure message formats and processing within the DSRC/ WAVE system.
- **IEEE 1609.3-2016 Standard for WAVE – Networking Services:** This standard defines network and transport layer services, including addressing and routing, in support of secure WAVE data exchange. It also defines WAVE short messages, providing an efficient WAVE-specific alternative to Internet Protocol version 6 that can be directly supported by applications, and the Management Information Base for the WAVE protocol stack.
- **IEEE 1609.4-2016 Standard for WAVE – Multi-Channel Operations:** This standard provides enhancements of the IEEE 802.11 Media Access Control to support WAVE operations and describes various standard message formats for DSRC applications.
- **IEEE 1609.12-2016 Standard for WAVE – Identifier Allocations:** This standard specifies allocations of WAVE identifiers defined in the IEEE 1609™ series of standards.

The U.S. Department of Transportation's ITS Joint Program Office, NHTSA, standards development organizations, the Society of Automotive Engineers International (SAE), the Institute of Electrical and Electronics Engineers (IEEE), and the Crash Avoidance Metrics Partnership are working together to update and publish standards that support Connected Vehicle deployments and may be revised while preserving backward compatibility as the design of a national Connected Automated Vehicle (CAV) system evolves.

ALLOWABLE DIRECT COSTS

09.12.2018

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

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

ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates
  http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx

- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

ALLOWABLE DIRECT COSTS

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

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

NOTES:

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

Contract No.: RR-18-9210 **Consultant:** ITS Engineering 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: _____

Name: _____
Classification: _____

EXHIBIT F

CONTRACT RR-18-9210

(ITS Engineering Ltd.)

SCOPE OF SERVICES

The Intelligent Transportation Systems Services Upon Request Contract RR-18-9210 shall consist of Phase II and Phase III engineering and technical support services for directed work task as authorized by the Illinois Tollway.

Phase II ITS and technical engineering services shall consist of special engineering studies and preparation of final design including but not limited to: preparation of contract plans, special provisions, cost estimates, contract bid documents, advertisements and addenda. All work tasks shall be completed in accordance with the latest version or current edition of the Tollway reference guide documents such as Design Section Engineer's Manual, Tollway Standard Drawings, Tollway Supplemental Specifications, ITS Deployment Guide and Illinois Department of Transportation Standard Specifications for Road and Bridge Construction and Recurring Special Provisions.

Phase III ITS and technical engineering services shall consist of but not limited to; on-site construction inspection, layout review, design changes review, maintain project documentation, pay estimates and change orders preparation and submission, material and geotechnical inspection and testing, completion and submittal of final measurements and calculations, preparation and inspection of the contract punch list, and final contract documentation including CADD record drawings in accordance with the latest version or current edition of the Construction Managers Manual."

EXHIBIT G

Contract No. RR-18-9210

ITS Engineering Ltd.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
RR-15-9976	CDM Smith - Traffic Engineering Services	$272,000.00	$112,157.00	12/31/2019
RR-14-9172	Kimley-Horn - Traffic Operations & Maintenance Performance Evaluation and Enhancement Support	$475,000.00	$56,867.00	3/31/2019
RR-16-4278	JA Watts - Traffic Operations & Maintenance Performance Evaluation	$49,929.00	$49,929.00	12/31/2025

Contract No.: RR-18-9210 Consultant: ITS Engineering Ltd.

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1 _____

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

2 _____

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

3 _____

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

4 _____

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

5 _____

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

6 _____

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

7 _____

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

8 _____

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

9 _____

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

10 _____

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: $ -

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

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

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

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

Project No. RR-18-9210 Consultant: ITS Engineering Ltd.

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1 _____

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

2 _____

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

3 _____

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

4 _____

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

5 _____

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

6 _____

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

7 _____

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

8 _____

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

9 _____

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

10 _____

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

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

Contract Number: *RR-18-9210*

Proposal Date: *11/12/2018*

Exhibit Pointers: Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-18-9210 **Consultant:** Juneau Associates, Inc., P.C.

EXHIBIT A: ESTIMATED TASK WORK HOURS

											Grand Total Exhibit A Hours		721
	MONTHS of YEAR 2019												TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
General ITS Services	21	20	20	20	20	20	20	20	20	20	20	20	241
TOTALS	21	20	20	20	20	20	20	20	20	20	20	20	241

Rev. 9/2018

PSB 18-1 and Later ONLY

Contract Number: RR-18-9210 **Consultant:** Juneau Associates, Inc., P.C.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
General ITS Services	20	20	20	20	20	20	20	20	20	20	20	20	240
TOTALS	20	20	20	20	20	20	20	20	20	20	20	20	240

Rev. 9/2018

PSB 18-1 and Later ONLY

Contract Number: RR-18-9210 **Consultant:** Juneau Associates, Inc., P.C.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
General ITS Services	20	20	20	20	20	20	20	20	20	20	20	20	240
TOTALS	20	20	20	20	20	20	20	20	20	20	20	20	240

Contract No.: RR-18-9210 Consultant: Juneau Associates, Inc., P.C.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

721.00 (Total Work Hours from Exhibit A)	$ 49.50 (Average Hourly Rate)	TOTAL DIRECT SALARY	$ 35,689.50

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 $ 99,930.60

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS $ 20,069.40

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) $ 120,000.00

Contract No.: RR-18-9210 **Consultant:** Juneau Associates, Inc., P.C.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

B. **ALLOWABLE DIRECT COSTS - based on link below**
https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5

C. **OVERTIME PREMIUM**

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

DIRECT COST CATEGORY

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized) $ 20,069.40

ALLOWABLE DIRECT COSTS

09.12.2018

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

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

ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates
  http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx

- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

ALLOWABLE DIRECT COSTS

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

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

NOTES:

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

Contract No.: RR-18-9210 **Consultant:** Juneau Associates, Inc., P.C.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal:

Project Manager:

Project Engineer:

Resident Engineer:

Documentation Engineer: William R. Stahl III

Project Civil Engineer:

Project Structural Engineer:

Project Drainage Engineer:

Senior Engineer:

Others:

Name: Syed Muneer

Classification: Equipment Coordinator/Inspector

Name:

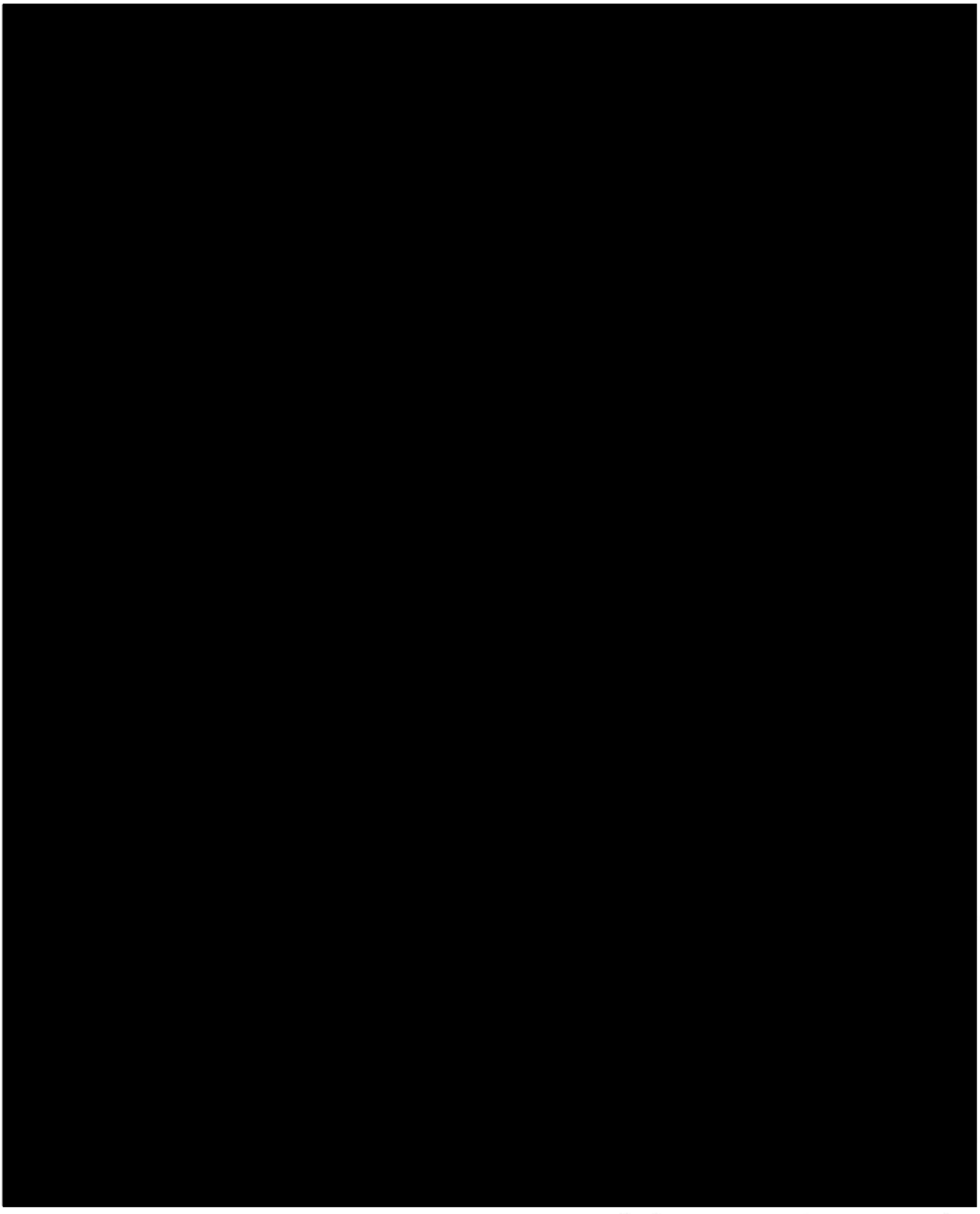
Classification:

Name:

Classification:

Name:

Classification:



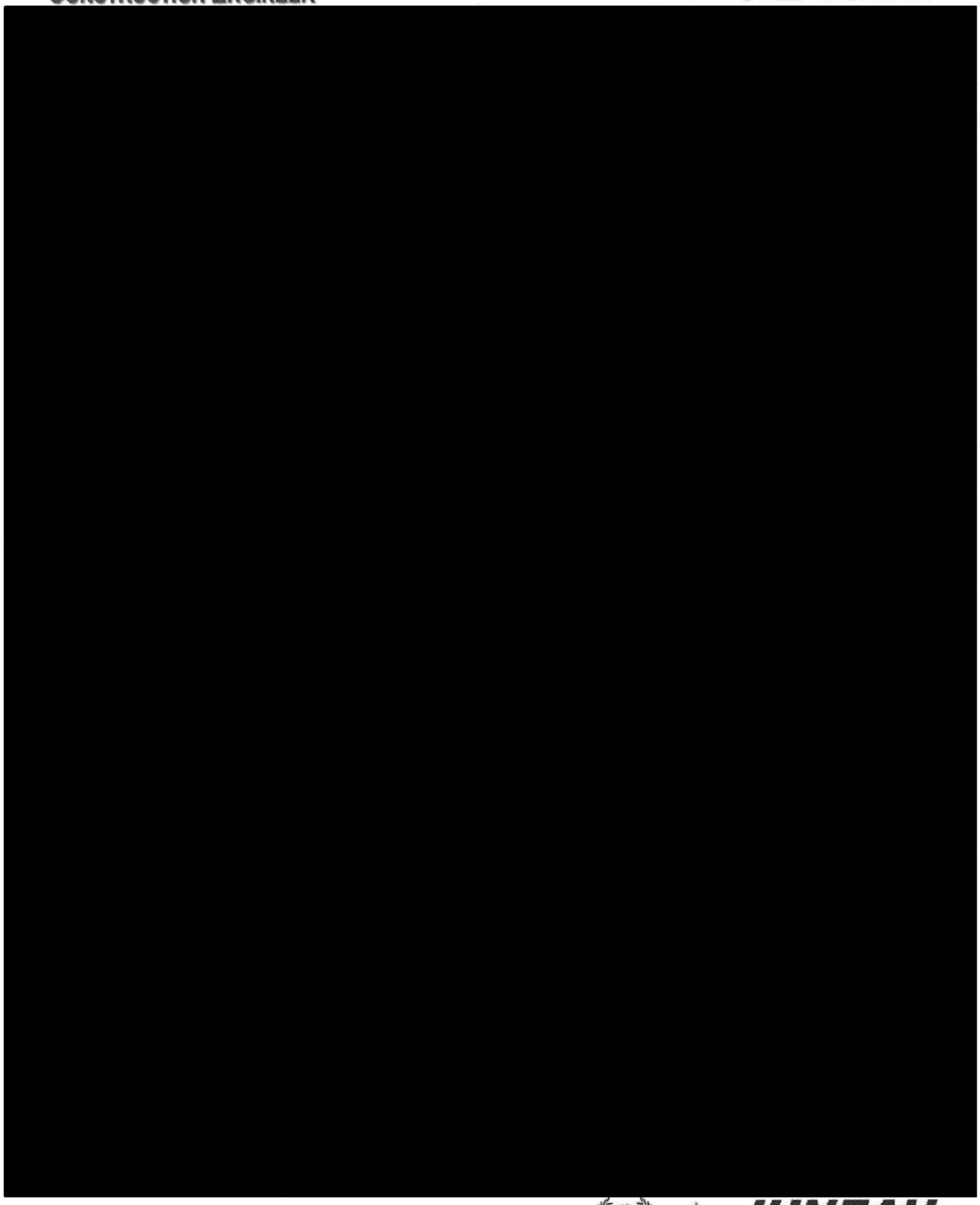


EXHIBIT F

CONTRACT RR-18-9210

(Juneau Associates, Inc. P.C.)

SCOPE OF SERVICES

The Intelligent Transportation Systems Services Upon Request Contract RR-18-9210 shall consist of Phase II and Phase III engineering and technical support services for directed work task as authorized by the Illinois Tollway.

Phase II ITS and technical engineering services shall consist of special engineering studies and preparation of final design including but not limited to: preparation of contract plans, special provisions, cost estimates, contract bid documents, advertisements and addenda. All work tasks shall be completed in accordance with the latest version or current edition of the Tollway reference guide documents such as Design Section Engineer's Manual, Tollway Standard Drawings, Tollway Supplemental Specifications, ITS Deployment Guide and Illinois Department of Transportation Standard Specifications for Road and Bridge Construction and Recurring Special Provisions.

Phase III ITS and technical engineering services shall consist of but not limited to; on-site construction inspection, layout review, design changes review, maintain project documentation, pay estimates and change orders preparation and submission, material and geotechnical inspection and testing, completion and submittal of final measurements and calculations, preparation and inspection of the contract punch list, and final contract documentation including CADD record drawings in accordance with the latest version or current edition of the Construction Managers Manual."

EXHIBIT G

Contract No. RR-18-9210

Juneau Associates, Inc., P.C.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
RR-16-4281	Surveying Services. Tri-State Tollway,	$50,000.00	$23,301.00	2.28.2019
I-16-4283	Jane Addams Memorial Construction Management Upon Request. On-call and as needed construction management service:	$100,000.00	$33,656.00	12.31.2018
RR-17-4292	Construction Management Services. Systemwide, Veterans Memorial Tollway, Pavement Preservatior	$22,074.00	$12,080.00	10.31.2018
I-17-4301	Phase II Engineering Services. Tri-State Tollway, Roadway Reconstruction, St. Charles Rd (M.P. 32.3) to North Avenue/Lake St. (M.P. 33.5)	$212,000.00	$158,168.00	10.31.2021
I-17-4308	Phase II Engineering Services. Tri-State Tollway, ITS & Lighting installation, 95th St. (M.P. 17.8) to Balmoral Ave. (M.P. 40.0)	$152,000.00	$147,457.00	12.31.2022
I-17-4309	Phase II Engineering Services. Tri-State Tollway, Advanced MOT Rehabilitation 95th St (M.P. 17.8) to East West Connector (M.P. 29.1)	$29,000.00	$29,000.00	12.31.2021
I-17-4310	Phase II Engineering Services. Tri-State Tollway, Advance MOT Rehabilation, East West Connector (M.P. 29.1) to Balmoral Ave. (M.P. 40.0).	$14,381.34	$14,381.34	12.31.2022
RR-17-4314	Construction Management Services. Tri-State Tollway (I-2954) Pavement and Structural Preservation and Rehabilitation, M.P. 40.0 (Balmoral Ave) to M.P. 52.9 (Lake Cook Road). Construction Management Services	$83,100.00	$83,100.00	12.1.2018
I-17-4315	Construction Insp. & Surveying. Tri-State Tollway, Construction Management Upon Request. Phase III Engineering Services	$150,000.00	$150,000.00	9.30.2022
I-18-4352	Reagan Memorial Tollway (I-188), Windsor Road Bridge Widening. Phase II Engineering Services	$33,800.00	$33,800.00	11.30.2018

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

Contract No.: RR-18-9210 Consultant: Juneau Associates, Inc., P.C.

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1 _____

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

2 _____

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

3 _____

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

4 _____

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

5 _____

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

6 _____

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

7 _____

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

8 _____

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

9 _____

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

10 _____

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: $ -

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

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

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

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

Project No. RR-18-9210 Consultant: Juneau Associates, Inc., P.C.

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

** Additional services funds require prior authorization before use

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

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

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