

8/27/15

6.2/2

RESOLUTION NO. 20788

Background

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 19682 approved April 26, 2012 entered into an Agreement with BV3 LLC, a Joint Venture on Contract I-11-4018 for Design Services for Reconstruction and Add Lane on the Jane Addams Memorial Tollway (I-90) Milepost 78.6 (Kennedy Expressway) to Milepost 53.8 (Elgin Toll Plaza) and from Milepost 60.8 (Higgins Road) to Milepost 53.8 (Elgin Toll Plaza).

Per Tollway request, BV3 LLC, a Joint Venture has submitted a proposal to provide Supplemental Design Services for Contract I-11-4018, increasing the contract upper limit by \$1,207,809.00 from \$26,899,338.80 to \$28,107,147.80. It is necessary and in the best interest of the Tollway to accept the proposal from BV3 LLC, a Joint Venture.

Resolution

The Chief Engineer is authorized to negotiate a Supplemental Agreement with BV3 LLC, a Joint Venture consistent with the aforementioned proposal, subject to the approval of the General Counsel. The Chair or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: 

Chairman

WWW.CYBERDRIVEILLINOIS.COM**JESSE WHITE**
SECRETARY OF STATE**LLC FILE DETAIL REPORT**

Entity Name	BV3 LLC	File Number	03858383
Status	ACTIVE	On	03/13/2015
Entity Type	LLC	Type of LLC	Domestic
File Date	04/18/2012	Jurisdiction	IL
Agent Name	KEVIN J FITZPATRICK	Agent Change Date	04/18/2012
Agent Street Address	205 N MICHIGAN AVE STE 2400	Principal Office	205 N MICHIGAN AVE STE 2400 CHICAGO, IL 60601
Agent City	CHICAGO	Management Type	MGR View
Agent Zip	60601	Duration	PERPETUAL
Annual Report Filing Date	03/13/2015	For Year	2015
Series Name	NOT AUTHORIZED TO ESTABLISH SERIES		

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BV3, LLC

I-11-4018

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

10:59 08/24/15

ACTION: S

VENDOR NUMBER=

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 08/24/15 AT 11:00 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 DELINQUENT 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

Dynasty Group

I-11-4018

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

10:59 08/24/15

ACTION: S

VENDOR NUMBER=

██████████

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 08/24/15 AT 11:00 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ██████████ PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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OFFSET CONTRACT INQUIRY

10:59 08/24/15

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 08/24/15 AT 11:01 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

SE3, LLC

I-11-4018

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

10:59 08/24/15

ACTION: S

VENDOR NUMBER=

[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 08/24/15 AT 11:01 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



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

Date: 08/21/2015

Project Number: I-11-4018

Project Name: DCM Services for Reconstruction and Add Lanes Project on the Jane Addams Tollway (I-90) from MP 78.6 (Kennedy Expressway) to MP 53.8
DSE Services for Reconstruction and Add Lanes Project on the Jane Addams Tollway (I-90) from MP 60.8 (Higgins Road) to Mile Post 53.8 (Elgin Toll Plaza)

DELINQUENT DEBT REVIEW

CONTRACTOR/
CONSULTANT

Sub Contractor/Consultant Disclosure.

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

If yes, you must identify below, to the extent the information is known, the names, addresses and type of work all Sub-Contractors/Consultants you will be using in the performance of this Contract, together with the anticipated dollar value each is expected to receive pursuant to this Contract. The State may request updated information at any time. For purposes of this section Sub-Contractors/Consultants are those specifically hired to perform all, or part, of the work of this contract or to provide the supplies requested by the State.

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: BV3 LLC

Federal Employment Identification Number (FEIN)

E-Mail: egallagher@benesch.com

<u>Sub-Contractor(s)</u>	<u>Sub-Contractor FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Amount to be Paid (to extent known)</u>
Dynasty Group, Inc. (M/DBE)		205 W. Wacker Drive, Suite 1450 Chicago, IL 60606-1212	Geotechnical	\$30,000
GSG Consultants, Inc. (MBE)		2945 W. Harrison, Chicago, IL 60612	Barrier Warrants	\$50,269
SE3, LLC (M/DBE)		444 East Roosevelt Road, Suite 301 Lombard, IL 60148-4630	Survey	\$20,000

Signature:

Date: 08/21/2015

Printed Name: Elizabeth Gallagher



Alfred Benesch & Company
205 North Michigan Avenue, Suite 2400
Chicago, IL 60601-5927
www.benesch.com
P 312-565-0450
F 312-565-2497

February 24, 2014

To Whom It May Concern:

This is to certify that Kevin J. Fitzpatrick is Executive Vice President of Alfred Benesch & Company and has been authorized by the Board of Directors to sign contracts on behalf of the organization.

Alfred Benesch & Company

By:

 [Redacted signature area]
John P. Kweder, Jr.

Chairman of the Board

DESIGN SECTION ENGINEER
FIRST SUPPLEMENTAL AGREEMENT INCLUDING TEAMING

The Board of Directors, on the 27th day of **August, 2015**, authorized this **FIRST SUPPLEMENTAL 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 of **BV3 LLC**, comprised of **Alfred Benesch & Company, an Illinois Corporation** and **V3 Companies of Illinois, Ltd.**, authorized and existing within the laws of the State of Illinois, hereinafter sometimes referred to as "DESIGN SECTION ENGINEER".

WITNESSETH:

WHEREAS, the TOLLWAY selected the DESIGN SECTION ENGINEER from **PSB 11-4, Item 4**, and DESIGN SECTION ENGINEER entered into an agreement on **April 26, 2012**, to provide design section engineering services (hereinafter "Services") for Contract No. **I-11-4018** for **Design Corridor Management Services for Reconstruction and Add Lane on the Jane Addams Memorial Tollway (I-90), Mile Post 78.6 (Kennedy Expressway) to Mile Post 53.8 (Elgin Toll Plaza)** and **Design Section Engineering Services for Reconstruction and Add Lane on the Jane Addams Memorial Tollway (I-90), Mile post 60.8 (Higgins Road) to Mile Post 53.8 (Elgin Toll Plaza)**; and

WHEREAS, additional supplemental Services are necessary due to the increased scope of the work; and

WHEREAS, DESIGN SECTION ENGINEER has submitted a proposal dated **August 4, 2015**, a copy of which is attached hereto as Exhibit "1", to provide said additional Services, and it is in the best interest of the TOLLWAY to accept said proposal.

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

ARTICLE I

General Provisions

Except as modified or changed herein, all terms, provisions and conditions contained in the original agreement between the TOLLWAY and the DESIGN SECTION ENGINEER dated **April 26, 2015** ("Original Agreement") and commonly referred to as Contract No. **I-11-4018**, shall govern this agreement and be in full force and effect, however, any changes to multipliers, unit costs, prices and/or rates of compensation shall only be applied to Services rendered solely under this Supplement pursuant to changes in the scope of work. The supplemental proposal attached as Exhibit "1" is hereby made a part of this Supplemental Agreement.

ARTICLE II

Time of Performance

The DESIGN SECTION ENGINEER shall perform the services herein in accordance with the schedule included at Exhibit "A" in the attached proposal. Should circumstances arise, the Chief Engineer of the TOLLWAY may, at his discretion and with consent of the DESIGN SECTION ENGINEER, renew this contract for two additional one year terms or one additional two year term, as agreed upon by the Parties.

ARTICLE III

Reaffirmation of Original Agreement

All covenants and agreements contained in the Original Agreement made and entered into by and between the TOLLWAY and DESIGN SECTION ENGINEER and all prior Supplemental Agreements, if any, to provide Services for Contract No. I-11-4018 for **Design Corridor Management Services for Reconstruction and Add Lane on the Jane Addams Memorial Tollway (I-90), Mile Post 78.6 (Kennedy Expressway) to Mile Post 53.8 (Elgin Toll Plaza) and Design Section Engineering Services for Reconstruction and Add Lane on the Jane Addams Memorial Tollway (I-90), Mile post 60.8 (Higgins Road) to Mile Post 53.8 (Elgin Toll Plaza)** are reaffirmed and shall govern this Agreement as if fully set forth herein, it being the intent that this Agreement shall be a supplement to said agreement(s).

ARTICLE IV

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 V

Compensation

The upper limit of compensation for said supplemental Services for Contract No. I-11-4018 for **Design Corridor Management Services for Reconstruction and Add Lane on the Jane Addams Memorial Tollway (I-90), Mile Post 78.6 (Kennedy Expressway) to Mile Post 53.8 (Elgin Toll Plaza) and Design Section Engineering Services for Reconstruction and Add Lane on the Jane Addams Memorial Tollway (I-90), Mile post 60.8 (Higgins Road) to Mile Post 53.8 (Elgin Toll Plaza)** performed by the DESIGN SECTION ENGINEER under the Original Agreement and including the services set forth herein, is hereby increased from \$ 26,899,338.80 by \$ 1,207,809.00 to \$ 28,107,147.80.

ARTICLE VI

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.

IN WITNESS WHEREOF, the parties hereto have executed this **FIRST** SUPPLEMENTAL AGREEMENT for I-11-4018 the day and year first above written.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY

[Redacted]
Chair/Executive Director - Signature
Robert Schillerstrom/Greg Bedalov

1/6/16
Date

BV3 LLC, a JOINT VENTURE

[Redacted]
President - Signature Date
Alfred Benesch & Company

8/21/15

APPROVED:

[Redacted]
Chief of Finance - Signature
Michael Colsch

1/6/16
Date

KEVIN J. FITZPATRICK
Printed Name as Signed Above

[Redacted]
President - Signature Date
V3 Companies of Illinois, Ltd.

APPROVED:

[Redacted]
General Counsel - Signature
David Goldberg

1/5/16
Date

Robin L. Petroelje
Printed Name as Signed Above



ATTEST:

[Redacted]
Secretary - Signature

12/15
Date (Seal)

JAMES J. BLANSHA
Printed Name as Signed Above

Approved as to Form and Constitutionality

[Redacted]
Attorney General, State of Illinois - Robert Lane - Signature Date
12-23-2015

**PROPOSAL
TO THE
ILLINOIS STATE TOLL HIGHWAY AUTHORITY
FOR SUPPLEMENTAL DESIGN SECTION ENGINEER SERVICES**

FOR CONTRACT NUMBER I-11-4018

This proposal, dated August 4, 2015, is submitted by BV3 LLC, a Joint Venture, comprised of its member firms Alfred Benesch & Company, an Illinois corporation, and V3 Companies of Illinois, Ltd. of Chicago, Illinois for Design Section Engineer's Service.

DESCRIPTION/LOCATION OF DESIGN SECTION

The location of the construction Contract I-11-4018 for which we propose to provide Design Section Engineering Services is Design Corridor Management Services for Reconstruction and Add Lane on the Jane Addams Memorial Tollway (I-90), Mile Post 78.6 (Kennedy Expressway) to MilePost 53.8 (Elgin Toll Plaza) and Design Section Engineering Services for Reconstruction and Add Lane on the Jane Addams Memorial Tollway (I-90), MilePost 60.8 (Higgins Road) to Mile Post 53.8 (Elgin Toll Plaza), in Cook and Kane County (Counties), Illinois.

REAFFIRMATION OF ORIGINAL AGREEMENT

All terms of the original agreement and any amendments thereto are hereby reaffirmed except as herein modified.

SCOPE OF SUPPLEMENTAL DESIGN ENGINEERING SERVICES

The Supplemental Engineering Services, more fully detailed in ***Exhibit F***, attached hereto, will be executed in conformance with the terms contained in the original agreement for DESIGN SECTION ENGINEER's Services except where herein modified.

FEE PROPOSAL

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

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

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.

AGREEMENT LIMITS

The following limits contained in the existing agreement are amended as follows:

The Upper Limit Compensation shall be increased

from \$ 26,899,338.80 by \$ 1,207,809.00 to \$ 28,107,147.80.

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, Chief Procurement Officer, 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, Chief Procurement Officer, 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, Chief Procurement Officer, 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.

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 Engineer for

an alternative INVOICE submission date. DESIGN SECTION ENGINEER will request such approval or an INVOICE submittal extension no later than February 15th.

PARTIAL PAYMENTS

Partial payments to the DESIGN SECTION ENGINEER shall be made in accordance with the terms of the original agreement except that reference to the Total Estimated Fee and Upper Limit of Compensation, shall be interpreted to be the Amended Total Estimated Fee and Amended Upper Limit of Compensation.

REVISIONS TO SUPPLEMENTAL SCOPE OF WORK

The scope of supplemental work shall be as detailed in *Exhibit F*. All requirements of the SCOPE OF WORK contained in the original agreement for services shall apply to this supplemental work as well.

**THIS PROPOSAL FOR SUPPLEMENTAL DESIGN SECTION ENGINEERING
SERVICES FOR**

CONTRACT I-11-4018

SUBMITTED BY:

FIRM NAME: BV3 LLC, a Joint Venture, comprised of its member firms
Alfred Benesch & Company, an Illinois corporation, and V3 Companies of Illinois, Ltd.

ADDRESS: 205 No. Michigan Suite 2400

CITY, STATE: Chicago, IL 60601

TELEPHONE: 312-565-0450

FACSIMILE: 312-565-2497

SIGNED BY:



PRINTED NAME: Kevin J. Fitzpatrick, P.E.

TITLE: Executive Vice President



CERTIFICATE OF LIABILITY INSURANCE

ALFRBEN-01 KPAWLOWSKI

DATE (MM/DD/YYYY)

10/14/2015

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
Ames & Gough
859 Willard Street
Suite 320
Quincy, MA 02169

CONTACT NAME:
PHONE (A/C, No. Ext): (617) 328-6555 **FAX (A/C, No):** (617) 328-6888
E-MAIL ADDRESS: boston@amesgough.com

INSURER(S) AFFORDING COVERAGE**NAIC #****INSURER A:** Travelers Indemnity Co. of America A++, XV **25666****INSURER B:** Charter Oak Fire Insurance Company A+ (XV) **25615****INSURER C:** Travelers Property Casualty Company of America **25674****INSURER D:** Zurich American Insurance Company (A+) XV **16535****INSURER E:****INSURER F:****INSURED**

Alfred Benesch & Company
205 N Michigan Avenue
Suite 2400
Chicago, IL 60601-5927

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:	X	630-0D870755	05/31/2015	05/31/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS NON-OWNED AUTOS		810-2D558685	05/31/2015	05/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0	X	ZUP-15P01416	05/31/2015	05/31/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	UB-0D896722	05/31/2015	05/31/2016	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Prof. Liability		EOC557426702	05/31/2015	05/31/2016	Per Claim 2,000,000
D			EOC557426702	05/31/2015	05/31/2016	Aggregate 2,000,000

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

All Coverages are in accordance with policy terms and conditions.

Benesch Project No. 10201.00 (PM: R. Thady) / Illinois Tollway Contract #I-11-4018

The above listed Umbrella policy sits as excess to the above listed general liability package policy (coverage A), business auto policy and employer's liability coverage part of the above Worker's Compensation Policy as well as the Old Republic Auto Liability Policy #L128650-15, Effective 1/1/15-16. Umbrella policy provides coverage on a primary/non-contributory basis where required by written contract.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER**CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: ALFRBEN-01

KPAWLOWSKI

LOC #: 0

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Ames & Gough		NAMED INSURED Alfred Benesch & Company 205 N Michigan Avenue Suite 2400 Chicago, IL 60601-5927	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

The Illinois State Toll Highway Authority shall be listed as additional insured with respect to general liability where required by written contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL EFFECTS |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

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

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

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

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

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

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.

COMMERCIAL AUTO

2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

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

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – LIABILITY COVERAGE:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – LIABILITY COVERAGE:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:

- (5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or

within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available

to the "insured" whether primary, excess contingent or on any other basis.

- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE - GLASS

The following is added to Paragraph D., Deductible, of SECTION III - PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III - PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III - PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE:

Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

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

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III - PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV - BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

COMMERCIAL AUTO

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV - BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED – WRITTEN
CONTRACTS (ARCHITECTS, ENGINEERS AND
SURVEYORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

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

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- I. How, when and where the "occurrence" or offense took place;
 - II. The names and addresses of any injured persons and witnesses; and
 - III. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - II. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/14/2015

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 Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	CONTACT NAME:	FAX (A/C, No): (617) 328-6888	
	PHONE (A/C, No, Ext): (617) 328-6555	E-MAIL ADDRESS: boston@amesgough.com	
INSURED BV3, LLC 205 N Michigan Avenue Suite 2400 Chicago, IL 60601-5927	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Property Casualty Company of America		25674
	INSURER B:		
	INSURER C:		
	INSURER D:		
	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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:	X	660-1D295232	04/16/2015	04/16/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All Coverages are in accordance with policy terms and conditions.

Benesch Project No. 10201.00 (PM: R. Thady) / Illinois Tollway Contract #I-11-4018

The Illinois State Toll Highway Authority shall be listed as additional insured with respect to general liability where required by written contract. General Liability is primary and non-contributory.

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARCHITECTS, ENGINEERS AND SURVEYORS INDUSTRYEDGESM ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|--|
| A. Broadened Named Insured | M. Who Is An Insured – Newly Acquired Or Formed Organizations |
| B. Incidental Medical Malpractice | N. Injury To Co-Employees And Co-Volunteer Workers |
| C. Reasonable Force – Bodily Injury Or Property Damage | O. Medical Payments Limit |
| D. Non-Owned Watercraft – Increased To Up To 75 feet | P. Knowledge And Notice Of Occurrence Or Offense |
| E. Aircraft Chartered With Pilot | Q. Other Insurance Condition |
| F. Extension Of Coverage – Damage To Premises Rented To You | R. Unintentional Omission |
| G. Personal Injury – Assumed by Contract | S. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Contract |
| H. Increased Supplementary Payments | T. Amended Bodily Injury Definition |
| I. Additional Insured – Owner, Manager Or Lessor Of Premises | U. Amended Insured Contract Definition – Railroad Easement |
| J. Additional Insured – Lessor Of Leased Equipment | V. Additional Definition – Written Contract Requiring Insurance |
| K. Additional Insured – State Or Political Subdivisions – Permits Relating To Premises | |
| L. Additional Insured – State Or Political Subdivisions – Permits Relating To Operations | |

PROVISIONS

A. BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES

The Named Insured in Item 1. of the Declarations is amended as follows:

The person or organization named in Item 1. of the Declarations and any organization, other than a partnership, joint venture, limited liability company or trust, of which you are the sole owner or in which you maintain the majority ownership interest on the effective date of the policy. How-

ever, coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer are the sole owner of, or maintain the majority ownership interest in, such organization.

B. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission

COMMERCIAL GENERAL LIABILITY

committed by any of your "employees" who is employed by you as a registered nurse, licensed practical nurse, emergency medical technician or paramedic, in providing or failing to provide "incidental medical services" or "Good Samaritan services" to a person.

2. The following is added to the **DEFINITIONS** Section:

- a. "Incidental medical services" means medical, surgical, dental, laboratory, x-ray or nursing service, treatment, advice or instruction; the related furnishing of food or beverages; the furnishing or dispensing of drugs or medical supplies or appliances; or first aid.
- b. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.

3. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**

Paragraphs (1) (a), (b), (c) and (d) above do not apply to any of your "employees" who are employed by you as a registered nurse, licensed practical nurse, emergency medical technician or paramedic but only while performing the services described in Paragraph 1. above and while acting within the scope of their employment by you. Any such "employees" rendering "incidental medical services" or "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.

4. The following exclusion is added to Paragraph 2. Exclusions of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by or with the knowledge or consent of the insured.

5. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to you or any of your "employees"

for "bodily injury" that arises out of providing or failing to provide "incidental medical services" or "Good Samaritan services", except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

6. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed by any of your "employees" in providing or failing to provide "incidental medical services" or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

C. REASONABLE FORCE PROPERTY DAMAGE – EXCEPTION TO EXPECTED OR INTENDED INJURY EXCLUSION

The following replaces Exclusion a., **Expected Or Intended Injury**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

a. **Expected Or Intended Injury Or Damage**

"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 any person or property.

D. NON-OWNED WATERCRAFT – INCREASED TO UP TO 75 FEET

1. The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

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

- (a) Less than 75 feet long; and
- (b) Not being used to carry any person or property for a charge.

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

Any person who, with your expressed or implied consent, either uses or is responsible for the use of a nonowned watercraft that is less than 75 feet and not being used to carry person or property for a charge is included as an insured under this Coverage Part.

E. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured; and
- (b) Not owned by any insured.

F. EXTENSION OF COVERAGE – DAMAGE TO PREMISES RENTED TO YOU

1. The following replaces the last paragraph of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**

2. The insurance under this Provision F. does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Rupture, bursting, or operation of pressure relief devices;
- b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or
- c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

3. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for the sum of all damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission

of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$300,000; or
- b. The amount shown for the Damage To Premises Rented To You Limit in the Declarations for this Coverage Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:

- 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 to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water is not an "insured contract";

G. PERSONAL INJURY – ASSUMED BY CONTRACT

The following replaces Exclusion e., Contractual Liability in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

"Advertising injury" for which the insured has assumed 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.

H. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

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

COMMERCIAL GENERAL LIABILITY

2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGES**:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

I. ADDITIONAL INSURED – OWNER, MANAGER OR LESSOR OF PREMISES

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

Any person or organization that you have agreed in a "written contract requiring insurance" to include as an additional insured on this Coverage Part is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that "written contract requiring insurance"; and
 - b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, and arises out of the ownership, maintenance or use of that part of any premises leased to you under that "written contract requiring insurance".
2. The insurance provided to such additional insured under this Provision I. is subject to the following provisions:
- a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the "written contract requiring insurance", or the limits shown in the Declarations for this Coverage Part, whichever are less; and
 - b. The insurance afforded to such additional insured does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you cease to be a tenant in that premises;
 - (2) Any structural alterations, new construction or demolition operations

performed by or on behalf of such additional insured; or

- (3) Any premises for which coverage is excluded by another endorsement to this Coverage Part.

3. This Provision I. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

J. ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

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

Any person or organization that you have agreed in a "written contract requiring insurance" to include as an additional insured on this Coverage Part is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that "written contract requiring insurance"; and
 - b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, in the maintenance, operation or use of equipment leased to you by such additional insured.
2. The insurance provided to such additional insured under this Provision J. is subject to the following provisions:
- a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the "written contract requiring insurance", or the limits shown in the Declarations for this Coverage Part, whichever are less; and
 - b. The insurance afforded to such additional insured does not apply:
 - (1) To any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after the equipment lease expires; or
 - (2) If the equipment is leased with an operator.

3. This Provision J. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

K. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO PREMISES

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

Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, is an insured, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

L. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO OPERATIONS

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

Any state or political subdivision that has issued a permit is an insured, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:

1. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
2. "Bodily injury" or "property damage" included within the "products – completed operations hazard".

M. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4.a. of **SECTION II – WHO IS AN INSURED**:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy pe-

riod, whichever is earlier. Any such newly acquired or formed organization that you report in writing to us within 180 days after you acquire or form the organization will be covered under this provision until the end of the policy period, even if there are more than 180 days remaining until the end of the policy period.

N. INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

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

1. Your "employees" are insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.
2. Your "volunteer workers" are insureds with respect to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business, or to your "employees" in the course of the "employee's" employment by you, provided that this coverage for your "volunteer workers" does not apply while performing duties unrelated to the conduct of your business.
3. Subparagraphs 2.a.(1)(a), (b) and (c) and 3.a. of **SECTION II – WHO IS AN INSURED** do not apply to "bodily injury" for which insurance is provided by paragraph 1. or 2. above.

O. MEDICAL PAYMENTS LIMIT

The following replaces paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown on the Declarations for Medical Expense Limit.

P. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2. **Duties In The Event of Occurrence, Offense, Claim Or**

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Suit of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.

Q. OTHER INSURANCE CONDITION

1. The following replaces Paragraph 4., Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

4. Other Insurance

If valid and collectible "other insurance" is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the "other insurance" is also primary. Then, we will share with all that "other insur-

ance" by the method described in c. below.

b. Excess Insurance

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

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk, or similar coverage for "your work";
- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (3) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
- (4) If the loss arises out of the maintenance or use of aircraft, "autos", or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability; or
- (5) That is available to the insured when the insured is an additional insured under any other policy, including any umbrella or excess policy.

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

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

- (1) The total amount that all such "other insurance" would pay for the loss in the absence of this insurance; and

- (2) The total of all deductible and self-insured amounts under that "other insurance".

We will share the remaining loss, if any, with any "other insurance" that is not described in this Excess Insurance provision.

c. Method Of Sharing

If all of the "other insurance" permits contribution by equal shares, we will follow this method also. Under this approach each provider of insurance contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the "other insurance" does not permit contribution by equal shares, we will contribute by limits. Under this method, the share of each provider of insurance is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.

2. The following definition is added to SECTION V – DEFINITIONS:

"Other Insurance":

- a. Means insurance, or the funding of losses, that is provided by, through or on behalf of:
- (1) Another insurance company;
 - (2) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit section of Paragraph 5. of **LIMITS OF INSURANCE** (Section III) or the Non cumulation of Personal and Advertising Injury limit sections of Paragraph 4. of **LIMITS OF INSURANCE** (Section III) applies;
 - (3) Any risk retention group;
 - (4) Any self-insurance method or program, other than any funded by you and over which this Coverage Part applies; or
 - (5) Any similar risk transfer or risk management method.
- b. Does not include umbrella insurance, or excess insurance, that you bought specifically to apply in excess of the Limits of

Insurance shown on the Declarations of this Coverage Part.

R. UNINTENTIONAL OMISSION

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

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance.

2. This Provision R. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

S. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY CONTRACT

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

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

1. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;
2. Ongoing operations performed by you, or on your behalf, under a contract or agreement with that person or organization;
3. "Your work"; or
4. "Your products".

We waive these rights only where you have agreed to do so as part of a "written contract requiring insurance" entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense or "advertising injury" offense is committed.

T. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a per-

COMMERCIAL GENERAL LIABILITY

son, including death resulting from any of these at any time.

U. AMENDED INSURED CONTRACT DEFINITION - RAILROAD EASEMENT

1. Subparagraph c. of the definition of "insured contract" in the **DEFINITIONS** Section is replaced by the following:
 - c. Any easement or license agreement;
2. Subparagraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

V. ADDITIONAL DEFINITION - WRITTEN CONTRACT REQUIRING INSURANCE

The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or written agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

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

Project Number: I-11-4018

Consultant: BV3

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2015												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
DCM							300	218	300	300	300	300	1718
BWA - ITS								150	128				278
Contract 4227R								100	100	100	93		393
NSMJAWA Plans								100	100	100	100	68	468
M & M Plan								90	90				180
Maint. Modif.								100	100	100	100	56	456
Corridor Clean-up													
Extended DCM													
DSE													
Concept													
Package 4-1													
Package 4-2													
Package 4-3													
Package 4-4													
Package 4-5													
Package 4-6													
Package 4-7													
TOTALS							300	758	818	600	593	424	3493

- Notes:**
- 1.) Use as many pages as required to show the entire schedule for this project.
 - 2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Date Revised 04/09/12

Project Number: I-11-4018

Consultant: BV3

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2016												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
DCM	200	100	100	100	100	50	50	50	50	50	30	30	910
BWA - ITS													
Contract 4227R													
NSMJAWA Plans													
M & M Plan													
Maint. Modif.													
Corr Clean-up (V3)	40	40	40	50	50	50	50	60	60	60	21		521
Extended DCM			80	80	80	80	80	80	80	80	80	80	800
Corr Clean-up (Ben)				49	80	120	120	120	93				582
DSE													
Concept													
Package 4-1													
Package 4-2													
Package 4-3													
Package 4-4													
Package 4-5													
Package 4-6													
Package 4-7													
TOTALS	240	140	220	279	310	300	300	310	283	190	131	110	2813

- Notes:**
- 1.) Use as many pages as required to show the entire schedule for this project.
 - 2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Date Revised 04/09/12

Project Number: I-11-4018

Consultant: BV3

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
DCM	30	30											60
BWA - ITS													
Contract 4227R													
NSMJAWA Plans													
M & M Plan													
Maint. Modif.													
Corridor Clean-up													
Extended DCM	60	40											100
DSE													
Concept													
Package 4-1													
Package 4-2													
Package 4-3													
Package 4-4													
Package 4-5													
Package 4-6													
Package 4-7													
TOTALS	90	70											160

- Notes:
- 1.) Use as many pages as required to show the entire schedule for this project.
 - 2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Date Revised 04/09/12

Project No. I-11-4018

Consultant: BV3

EXHIBIT B - FEE CALCULATIONS

A. DIRECT SALARY (without overtime)

Total Work Hours: 6,466.00
(From Exhibit C-3)

Total Dollars: \$ 352,036.00
(From Exhibit C-3)

Multiplier to be used on this project:

Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)

2.80

DIRECT REGULAR SALARY TIMES MULTIPLIER

\$ 985,700.80

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT
(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 121,837.00

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ 100,271.20
(Do not including estimated additional services)

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) \$ -
(Do not including estimated additional services)

TOTAL SERVICES BY OTHERS \$ 100,271.20

D. ADDITIONAL SERVICES (prime and subconsultants)
(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 1,207,809.00

EXHIBIT F

SCOPE OF SERVICES

DCM Items:

Barrier Warrant Analyses for Smart Corridor/ITS elements:

Preparation of Barrier Warrant Analyses for Smart Corridor/ITS plan features in coordination with SE3 throughout the length of the I-90 East Corridor. This included 89 camera locations. This work was not included in the original scope because they are located outside the roadway clear zone so barrier warrant was not anticipated. Tollway GEC requested that the warrants still be completed due to the critical nature of the items.

Five-year BMP management and monitoring:

Preparation of five-year best management practices (BMP) management and monitoring plan as required by the USACE 404 permit. This was a condition required by the Corps as a condition of the permit issuance and was not anticipated in the initial project scoping.

Tollway Maintenance Access Requests:

Tollway Maintenance staff requested additional protection and access for maintenance of roadside equipment. Due to installation of retaining walls, Maintenance had concerns about access to the equipment and underground utilities that they will need to maintain. These items included:

- Preparation of stairs, ladders and cantilevered platform alternatives to provide access from the outside shoulder to ITS and power cabinets at thirteen gantry and DMS locations
- Preparation of barrier concepts for protecting ground mounted ITS and power cabinets from snow splash at thirteen gantry locations
- Coordination with maintenance, ITS and land acquisition staff to identify gate locations within the ROW fence for future maintenance activities.

NSMJAWA Additional Work:

Additional work is ongoing to complete the NSMJAWA relocation project. This includes a number of tasks as follows: sole source contract preparation, development and contract negotiation for hot tap; development of nine options for Elmhurst Road layout due to additional identified conflict; changing requirements from NSMJAWA and identification of defective valves that resulted in redesign; unanticipated utility coordination for NSMJAWA crossings.

ITS Additional work:

Additional work was required due to changed standards and design additions/changes. Work included: Added cross sections to plans which is not listed in the DSE manual, completed camera spacing exercise to meet new Tollway standard, changed all DMS/LCS locations due to revised design policy, including redesign of all gantry layouts and gantry designs, prepare revised Master Plan to create a new ITS Master Plan volume.

Add final Corridor clean up contract:

This contract will be added to the program at the end of construction to complete a number of final items to finish the corridor. This includes final landscaping, additional access gates for maintenance, temporary fiber pole removal, Cathodic protection installation and field testing for cathodic protection.

Extension of DCM time

The DCM contract was initially scoped to end in February 2016. However, it was determined that additional support from the DCM is desired for the duration of construction. The contract will be extended to run from Feb 2016 to Feb 2017 with an allowance of the equivalent of one person full time split between the three person DCM leadership team.

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 SE3, LLC**

Direct Labor	\$ 19,938.80
Direct Costs	\$ 61.20
Services by Others	\$ -
Additional Services **	\$ -
Total this Subconsultant (ULC)	\$ 20,000.00

2 Dynasty Group, Inc.

Direct Labor	\$ 50,271.20
Direct Costs	
Services by Others	\$ -
Additional Services **	\$ -
Total this Subconsultant (ULC)	\$ 50,271.20

3 GSG Consultants, Inc.

Direct Labor	\$ 25,970.00
Direct Costs	\$ 4,030.00
Services by Others	\$ -
Additional Services **	\$ -
Total this Subconsultant (ULC)	\$ 30,000.00

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)	\$ -

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ 100,271.20

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 100,271.20

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 8.30%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 8.30%

Date Revised 04/09/12

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

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: \$ -

Project Number: I-11-4018

Consultant: Alfred Benesch & Company

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2015												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
DCM - Section Mgr							300	218	300	300	300	300	1718
DCM - Schedules													
DSE - Concept													
DSE - Package 4-1													
DSE - Package 4-2													
DSE - Package 4-3													
DSE - Package 4-4													
DSE - Package 4-5													
DSE - Package 4-6													
DSE - Package 4-7													
TOTALS							300	218	300	300	300	300	1718

Notes:

- 1.) Use as many pages as required to show the entire schedule for this project.
- 2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Date Revised 04/09/12

Project Number: I-11-4018Consultant: Benesch

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2016												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
DCM - Section Mgr.	200	100	100	100	100	50	50	50	50	50	30	30	910
DCM - Schedules													
DSE - Concept													
DSE - Package 4-1													
DSE - Package 4-2													
DSE - Package 4-3													
DSE - Package 4-4													
DSE - Package 4-5													
DSE - Package 4-6													
DSE - Package 4-7													
Clean up contract				49	80	120	120	120	93				582
TOTALS	200	100	100	149	180	170	170	170	143	50	30	30	1492

Notes:

- 1.) Use as many pages as required to show the entire schedule for this project.
- 2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Date Revised 04/09/12

Project Number: I-11-4018

Consultant: Benesch

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
DCM - Section Mgr	30	30											60
DCM - Schedules													
DSE - Concept													
DSE - Package 4-1													
DSE - Package 4-2													
DSE - Package 4-3													
DSE - Package 4-4													
DSE - Package 4-5													
DSE - Package 4-6													
TOTALS	30	30											60

- Notes:
- 1.) Use as many pages as required to show the entire schedule for this project.
 - 2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Date Revised 04/09/12

Project No. I-11-4018

Consultant: Alfred Benesch & Company

EXHIBIT B - FEE CALCULATIONS

A. DIRECT SALARY (without overtime)

Total Work Hours: 3,270.00
(From Exhibit C-3)

Total Dollars: \$ 178,670.00
(From Exhibit C-3)

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

\$ 500,276.00

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 121,721.80

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ -
(Do not including estimated additional services)

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) \$ -
(Do not including estimated additional services)

TOTAL SERVICES BY OTHERS \$ -

D. ADDITIONAL SERVICES (prime and subconsultants)
(Requires prior authorization before use)

\$ -

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 621,997.80

Date: 8/4/2015

EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible For Prem. O/T?
Project Principal	Kevin Fitzpatrick	70.00	70.00	N
	Elizabeth Gallagher	70.00		
Sr. Project Manager	Michael P Magnuson	66.00	67.63	N
	Laura McGovern	70.00		
	Davd Morrill	70.00		
	Joseph Saccomanno	64.50		
Project Manager II	William Schmanski	60.90	59.95	N
	Ryan Thady	59.00		
Project Manager I	Andrew Keaschall	51.80	51.93	N
	Joann Majewski	53.00		
	Joselito Reambillo	55.10		
	Greg Reilly	47.80		
	Veronica Hall	50.00	50.00	N
Project Engineer II	Ben Chavez	42.00	41.96	
	Colin Coad	39.50		
	Brad Hodor	43.50		
	J. Reid Moreland	43.30		
	Geoff Thiesse	41.50		
	Eric Anderson	37.30	36.70	
Project Engineer I	Matthew Becker	35.90		
	Kevin Doyle	33.50		
	Ashley Fowler	37.70		
	Aimee Gibson	34.50		
	Sylvan Popovici	37.60		
	Scott Wilkinson	39.20		
	Scott Wojteczko	37.90		

* Exhibit C-1 is a comprehensive list of classifications of company employees.

- (1) List all Employees located in your company's Illinois office(s) by classification. Out of state employees to be used on this project should be included.
- (2) Divide the sum of the "CURRENT HOURLY RATES" for all employees in a classification by the number of employees in that classification.
- (3) Use as many sheets as necessary to show classifications.

Date Revised 04/09/12

Project No.: I-11-4018

Consultant: Alfred Benesch & Company

Date: 8/4/2015

EXHIBIT C-2: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 20 NO. OF MONTHS
SCHEDULED START DATE: 7/1/2015
RAISE DATE: 1/1/2016
PERCENT OF RAISE: 3%

ESCALATION PER YEAR

7/1/2015 - 12/31/2015	1/1/2016 - 12/31/2016	1/1/2017 - 2/28/2017			
Date Date	Date Date	Date Date	Date Date	Date Date	Date Date
6.0	12.0	2.0	0.0	0.0	0.0
20.0	20.0	20.0	20.0	20.0	60.0
30.00%	61.80%	10.61%			
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period	Escalation Factor Fifth Period

The escalation factor for this project is: 102.41%

ALLOWABLE DIRECT COSTS

10.01.2013

Effective for contracts awarded on or after October 1, 2013, the following costs are allowable when requested by the Department 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	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Vehicle Rental	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day
Vehicle Half-day Rate	\$32.50/half day
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
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 and mapping	Actual Cost
Utility exploratory trenching	Actual Cost

ALLOWABLE DIRECT COSTS

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

Project No. I-11-4018Consultant: Alfred Benesch & Company**EXHIBIT D (Continued)****REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES****D. PREMIUM OVERTIME**

Classification	Estimate of Overtime Hours	Escalated Hourly Rate (Premium Portion Only) (SEE NOTE 1 BELOW)	Premium Overtime Dollars (Hours x Rate)

TOTAL PREMIUM OVERTIME \$ -

- (1) Premium portion is equal to 1/2 of the escalated average hourly rate for the classification. This number is to be hard entered. DO NOT enter a formula

Project No. I-11-4018

Consultant: Alfred Benesch & Company

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Kevin Fitzpatrick, PE

Classification: Project Principal

Project Manager: Ryan M. Thady, PE

Classification: Project Manager II

Project Engineer: _____

Classification: _____

DCM - Project Manager Laura McGovern, PE

Classification: Senior Project Manager

DCM - Scheduler _____

Classification: _____

Project Civil Engineer: _____

Classification: _____

Project Structural Engineer: _____

Classification: _____

Project Drainage Engineer: _____

Classification: _____

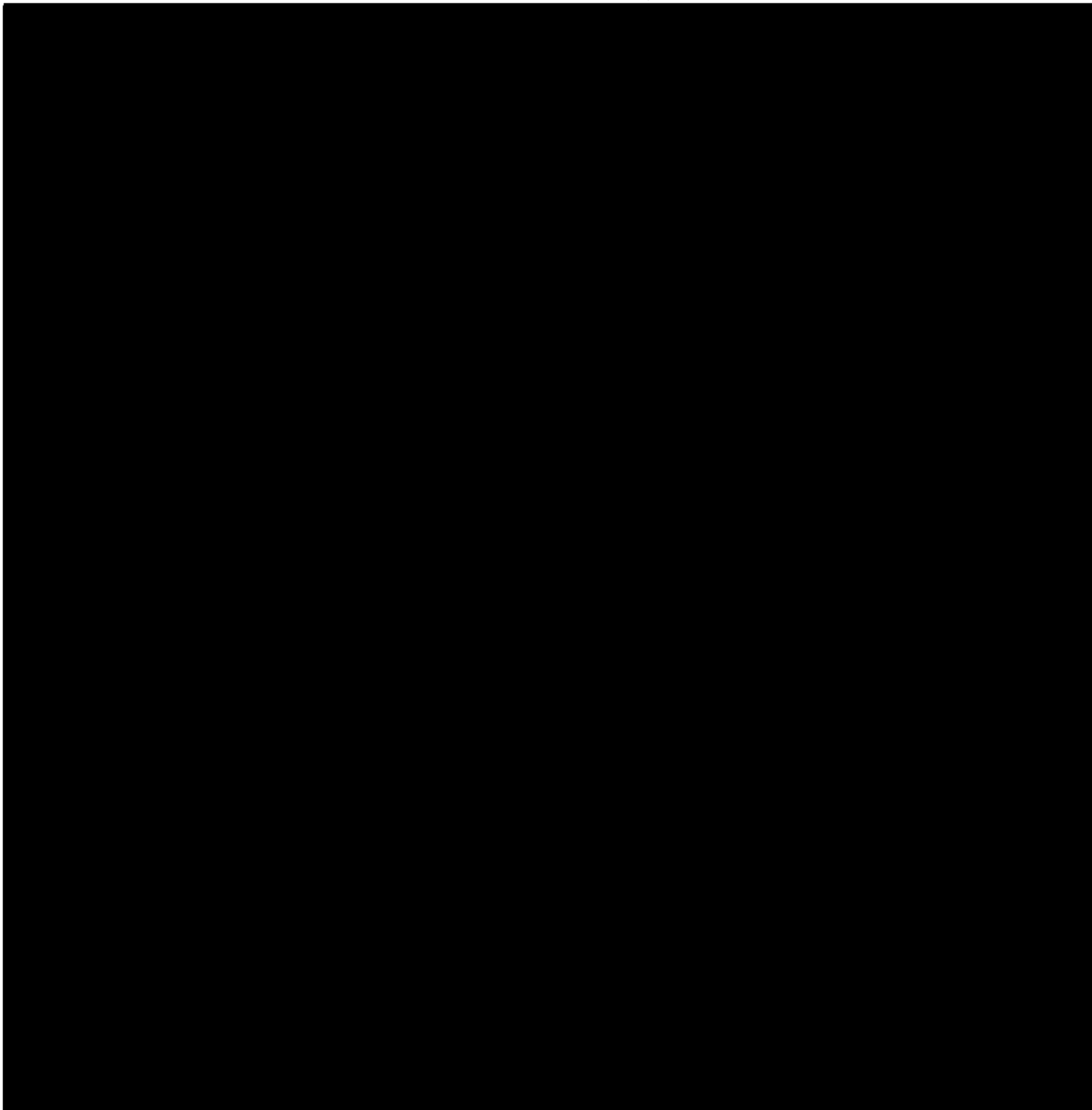
QA/QC Structural _____

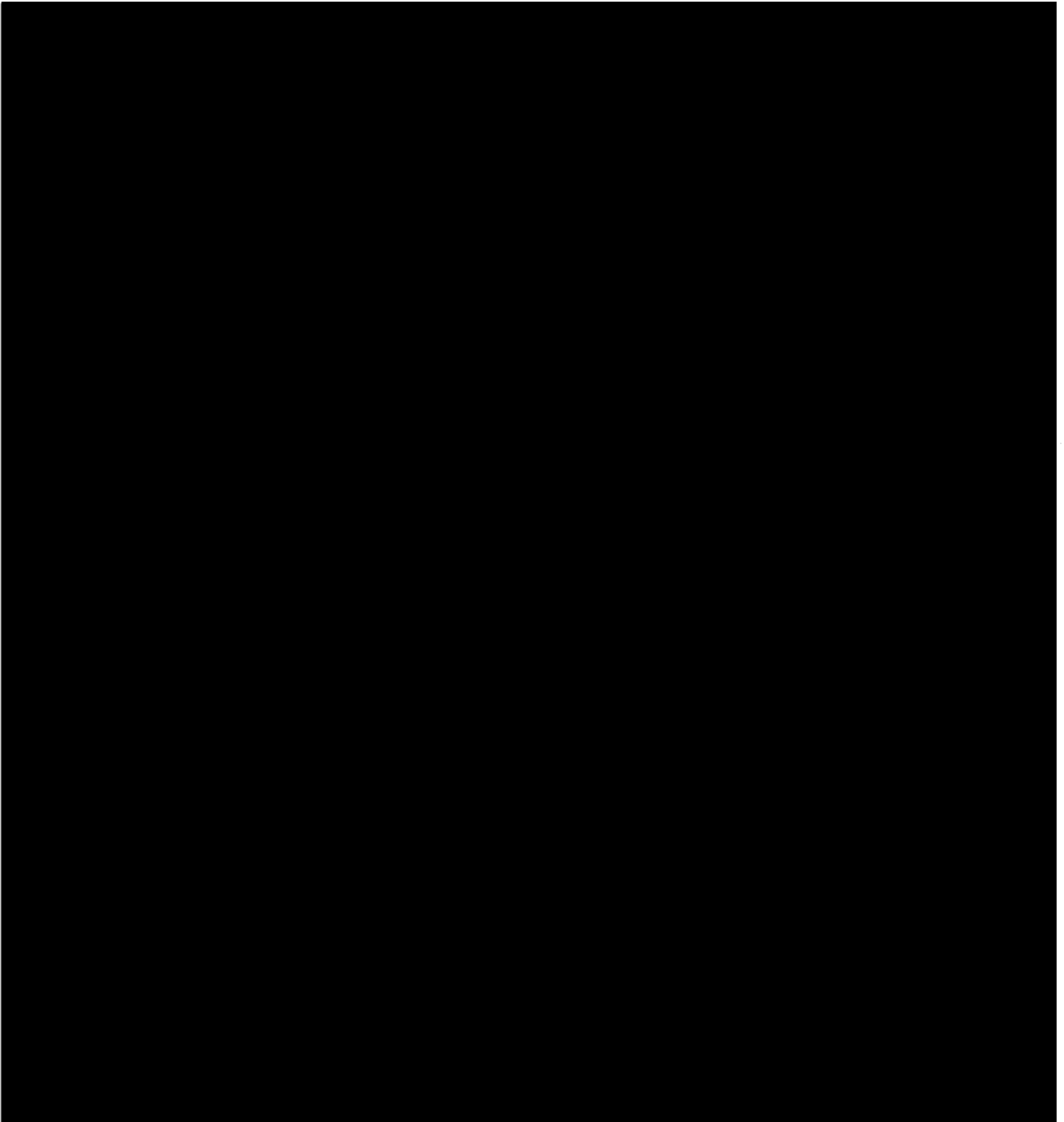
Classification: _____

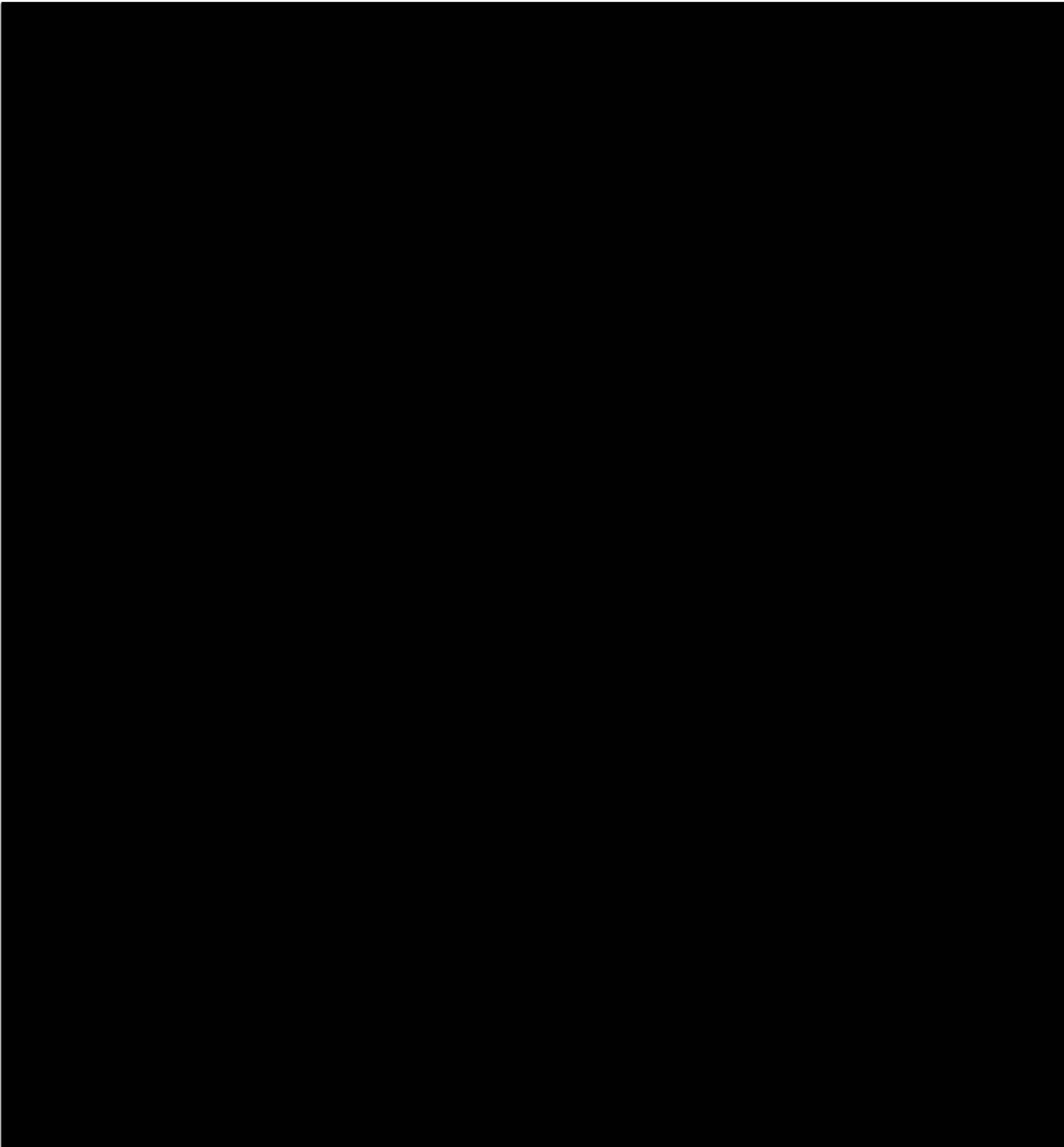
Others: _____

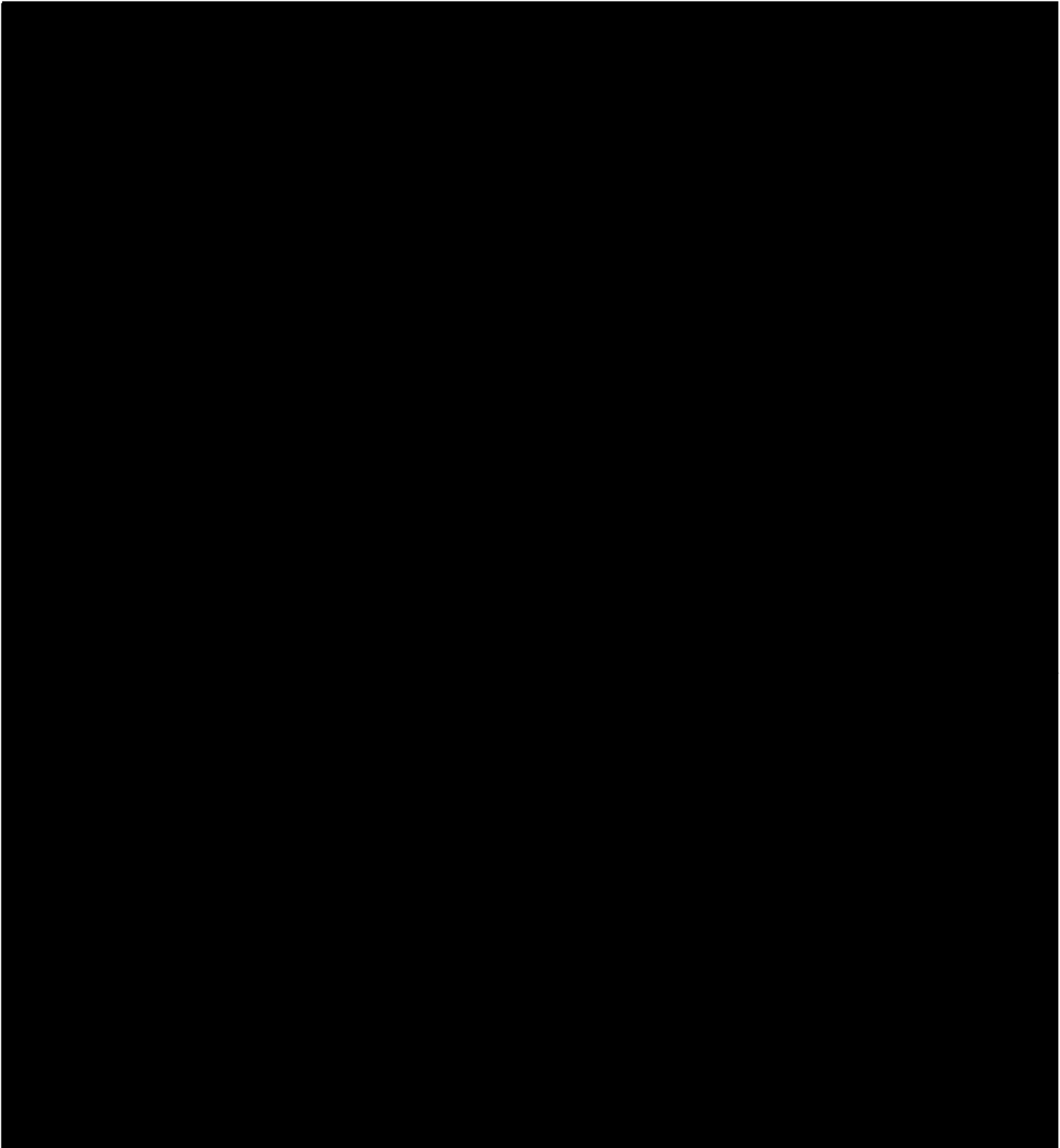
List all key personnel titles that are applicable to this project.

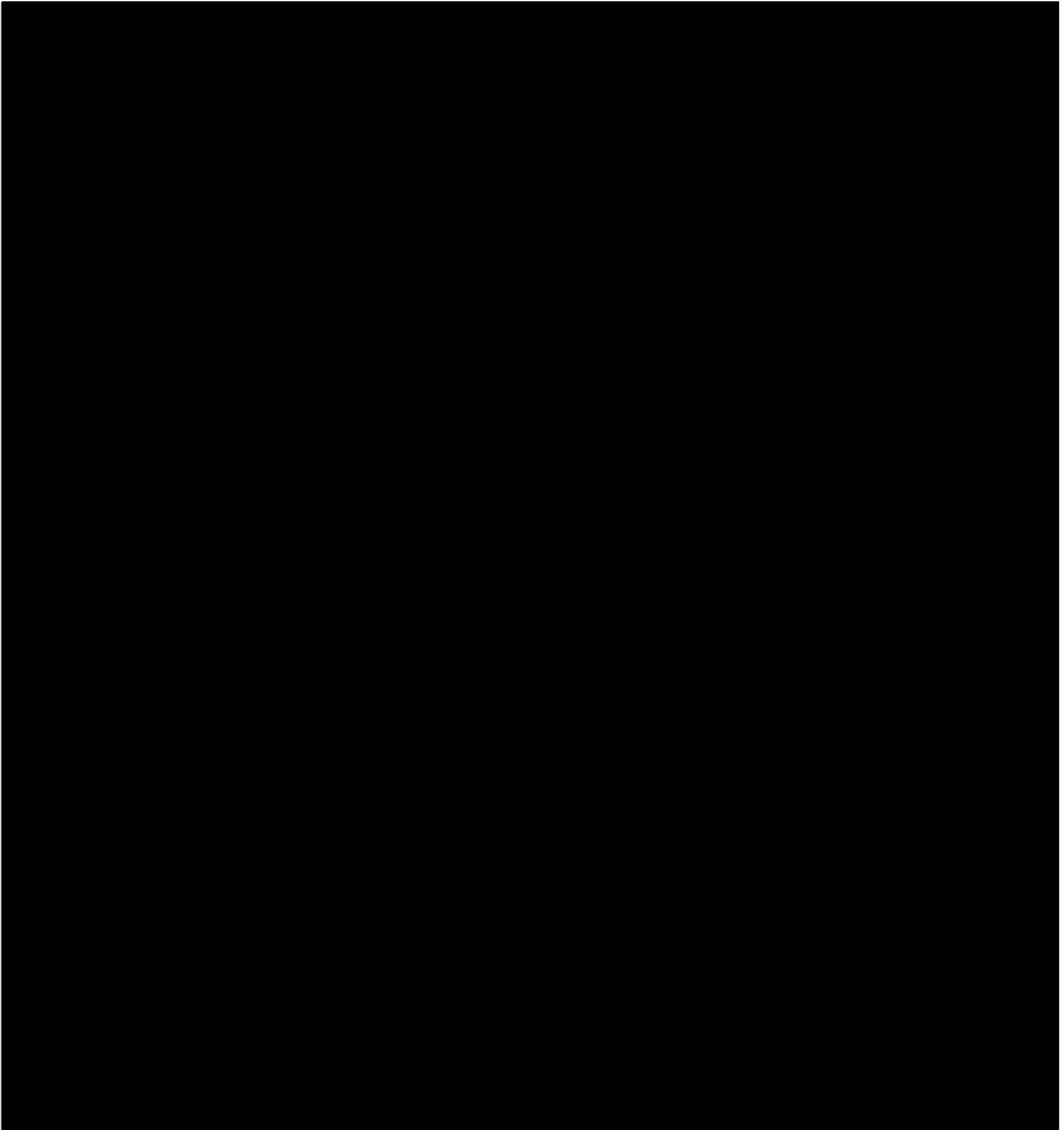
Attach resumes of all key personnel











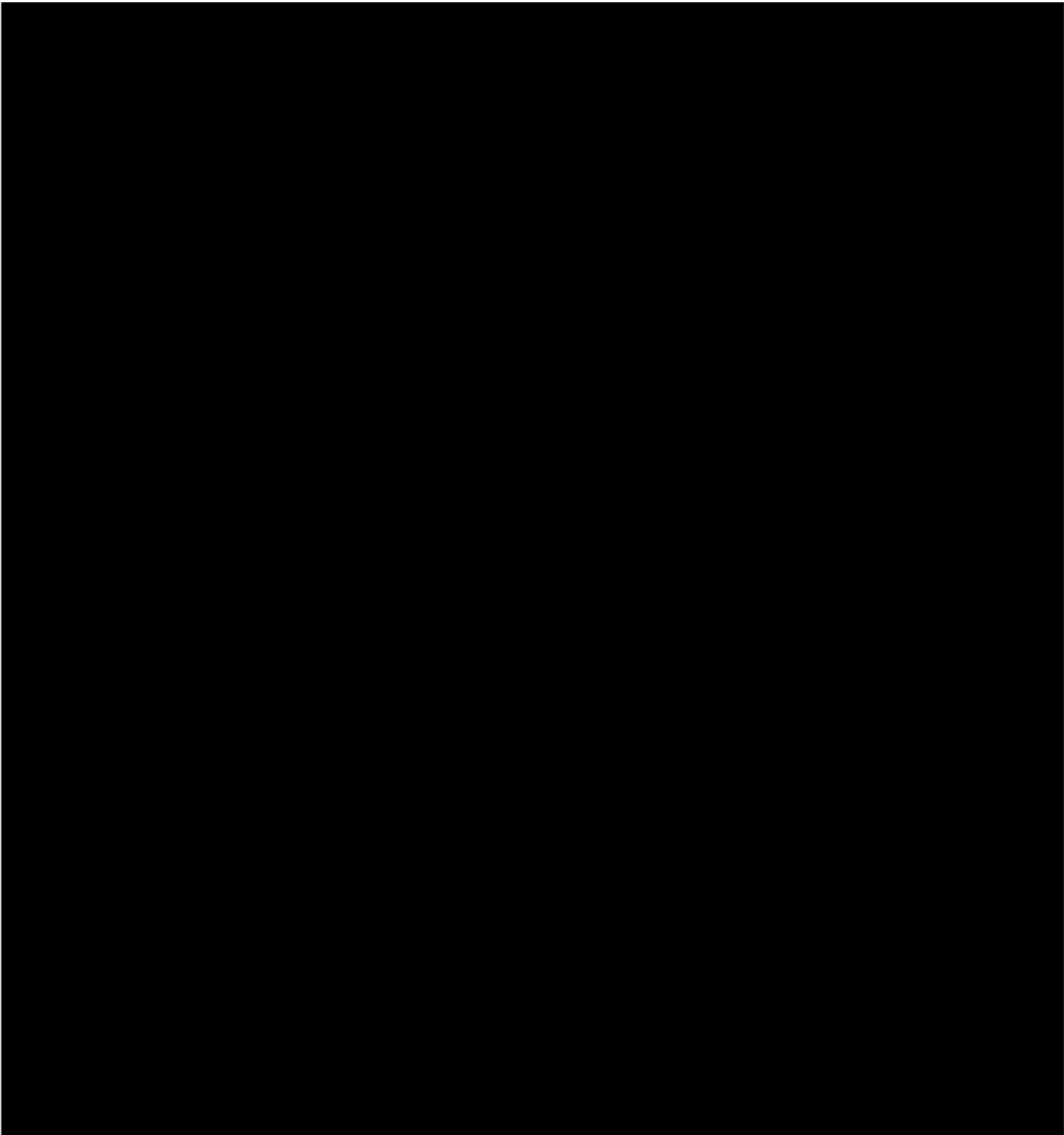


EXHIBIT G

CURRENT OBLIGATIONS FOR PROJECTS

Firm Name: Benesch

Route & Job No.	Work scope & description of Project	Fee remaining to be earned	Estimated date of completion
P-91-190-07	PTB 143 I-55 at Lorenzo Road	\$ 173,903.57	12/2015
D-91-191-10	PTB 154/14 IL-171/First Avenue Phase II (Currently in RFI Support phase)	\$ 177,762.20	10/2016
P-91-599-10	PTB 156 95th and Stony Phase I	\$ 177,311.36	12/2015
P-93-013-11	PTB 159 IL89 over Illinois River	\$ 294,310.31	07/2016
D-91-407-12	PTB 165/02 IDOT PM Services	\$ 58,570.35	12/2015
I-11-4018	PSB 11-4 Jane Addams Memorial Reconstruction DCM and DSE	\$ 1,514,162.00	02/2017
I-13-4012	PSB 13-1 Item 13 I-90 Retaining wall, Noise Wall and Bridge Widening CM	\$ 371,911.05	05/2017
C-91-173-13	PTB 168/02III Construction Inspection for US 34 (Ogden Avenue) at the CNRR	\$ 2,195,952.32	12/2015
I-14-4188	PSB 14-1 Item 3 Roadway, Retaining wall and Bridge Reconstruction and Widening Jane Addams Memorial Tollway (I-90) IL53 (MP 68.1) to Arlington Heights Rd (MP 70.7)	\$ 5,718,634.27	5/2019

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	_____	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): 0.00%

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

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

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: \$ -

V3 Exhibits



EXHIBIT 1"

Consultant: V3 Companies

EXHIBIT A: ESTIMATED TASK WORK HOURS

MONTHS of YEAR 2015													TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
BWA - ITS								150	128				278
Contract 4227R								100	100	100	93		393
NSMJAWA Plans								100	100	100	100	68	468
M & M Plan								90	90				180
Maint. Modif.								100	100	100	100	56	456
Corridor Clean-up													
Extended DCM													
TOTALS								540	518	300	293	124	1775

Notes:

- 1.) Use as many pages as required to show the entire schedule for this project.
- 2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Consultant: V3 Companies

EXHIBIT A: ESTIMATED TASK WORK HOURS

MONTHS of YEAR 2016													TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
BWA - ITS													
Contract 4227R													
NSMJAWA Plans													
M & M Plan													
Maint. Modif.													
Corridor Clean-up	40	40	40	50	50	50	50	60	60	60	21		521
Extended DCM			80	80	80	80	80	80	80	80	80	80	800
TOTALS	40	40	120	130	130	130	130	140	140	140	101	80	1321

Notes:

- 1.) Use as many pages as required to show the entire schedule for this project.
- 2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Consultant: V3 Companies

EXHIBIT A: ESTIMATED TASK WORK HOURS

[illegible]

Notes:

- 1.) Use as many pages as required to show the entire schedule for this project.
- 2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Project No. I-11-4018

Consultant: V3 Companies

EXHIBIT B - FEE CALCULATIONS

A. DIRECT SALARY (without overtime)

Total Work Hours: 3,196.00
(From Exhibit C-3)

Total Dollars: \$ 173,366.00
(From Exhibit C-3)

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

\$ 485,424.80

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 115.20

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ -
(Do not including estimated additional services)

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) \$ -
(Do not including estimated additional services)

TOTAL SERVICES BY OTHERS \$ -

D. ADDITIONAL SERVICES (prime and subconsultants)

(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 485,540.00

Date: 8/4/2015

EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible for Prem. OT? ("Yes" or "No")
Principal	Thomas E Slowinski	68.85	69.43	No
	Lou Gallucci	70.00		
Division Director	David P. Heslinga	70.00	70.00	No
	Tomas R. Valaitis	70.00		
Senior Project Manager	Vincent J. Del Medico	65.00	62.02	No
	Michael J. Rechterik	61.93		
	Jeffrey T. Kline	62.73		
	William J. Vegrzyn	70.00		
	George R. Milner	50.45		
Senior Project Engineer	Christopher J. Burke	46.02	46.02	No
Project Engineer I	Jacob W. Bauer	36.57	36.23	No
	Daren T. Ellefson	35.88		
Engineer II	Carl A. Schwarzer	31.23	31.23	No
Design Technician III	David R. Pung	32.03	31.01	No
	Hitesh R. Shah	29.99		
Scientist III	Kristine J. Wright	30.64	30.64	No
Scientist II	Alicia M. Metzger	26.54	26.54	No

* Exhibit C-1 is a comprehensive list of classifications of company employees.

- (1) List all Employees located in your company's Illinois office(s) by classification. Out of state employees to be used on this project should be included.
- (2) Divide the sum of the "CURRENT HOURLY RATES" for all employees in a classification by the number of employees in that classification.
- (3) Use as many sheets as necessary to show classifications.

Project No.: I-11-4018

Consultant: V3 Companies

Date: 8/4/2015

EXHIBIT C-2: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 19 NO. OF MONTHS
SCHEDULED START DATE: 8/1/2015
RAISE DATE: 1/1/2016
PERCENT OF RAISE: 3%

ESCALATION PER YEAR

8/1/2015 - 12/31/2015	1/1/2016 - 12/31/2016	1/1/2017 - 2/28/2017			
Date Date	Date Date	Date Date	Date Date	Date Date	Date Date
5.0	12.0	2.0			
19.0	19.0	19.0	19.0	19.0	60.0
26.32%	65.05%	11.17%			
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period	Escalation Factor Sixth Period

The escalation factor for this project is: 102.54%

Consultant: V3 Companies

Total Escalation Factor from C-2: 102.54%

Project No.: I-11-4018

Consultant: V3 Companies

Date: 8/4/2015

Total Escalation Factor from C-2: 102.54%

EXHIBIT C-3: DIRECT LABOR CALCULATION

Classification (From Exhibit C-1)	(1) Current Average Hourly Rate (From Ex. C-1) SEE NOTE 1 BELOW	(2) Escalated Average Hourly Rate SEE NOTE 2 BELOW	(3) Estimated Work Hours (Including Overtime)	Direct Labor Extension (Col. 2 x Col. 3)
-----------------------------------	--	---	--	---

(1) Average Hourly Rate per classification from C1. Hard enter this number. **DO NOT** insert a formula.

* Average Hourly Rates cannot exceed applicable salary caps.

(2) Current Average Hourly Rate x Escalation Factor. No escalation factor is allowed for employees at or above the salary cap rate

ALLOWABLE DIRECT COSTS

10.01.2013

Effective for contracts awarded on or after October 1, 2013, the following costs are allowable when requested by the Department 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	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Vehicle Rental	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day
Vehicle Half-day Rate	\$32.50/half day
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
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 and mapping	Actual Cost
Utility exploratory trenching	Actual Cost

ALLOWABLE DIRECT COSTS

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

Project No. I-11-4018Consultant: V3 Companies**EXHIBIT D (Continued)****REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES****D. PREMIUM OVERTIME**

Classification	Estimate of Overtime Hours	Escalated Hourly Rate (Premium Portion Only) (SEE NOTE 1 BELOW)	Premium Overtime Dollars (Hours x Rate)

TOTAL PREMIUM OVERTIME \$ -

- (1) Premium portion is equal to 1/2 of the escalated average hourly rate for the classification. This number is to be hard entered. DO NOT enter a formula

Project No. I-11-4018

Consultant: V3 Companies

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Lou Gallucci

Classification: Principal

Project Manager: Tomas Valaitis

Classification: Division Director

Project Engineer: David Heslinga

Classification: Division Director

Resident Engineer: _____

Classification: _____

Documentation Engineer: _____

Classification: _____

Project Civil Engineer: Vince Del Medico

Classification: Senior Project Manager

Project Structural Engineer: William Vegrzyn

Classification: Senior Project Manager

Project Drainage Engineer: _____

Classification: _____

Senior Engineer: Chrisopher Burke

Classification: Senior Project Engineer

Others: _____

List all key personnel titles that are applicable to this project.

Attach resumes of all key personnel; Names on resumes must match exactly as they appear here.



William Vegrzyn, P.E., S.E.
Senior Project Manager

EXHIBIT G**CONTRACT I - 11 - 4018
V3 Companies of Illinois****CURRENT OBLIGATIONS FOR PROJECT**

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplemental Agreements and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
C-91-368-10	PTB 155 Item 7 US 30 Phase III	\$1,162,298.00	\$100,000.00	12/2015
D-30-008-11	PTB 158 Item 35 Statewide Structure Engineering Services	\$1,000,000.00	\$350,000.00	4/2016
P-31-013-12	PTB 161 Item 2 47th Street at East Avenue Phase I	\$1,201,891.00	\$20,000.00	10/2015
C-91-007-13	PTB 165 Item 3 Willow Road to I-94 at Middle Fork North Branch Chicago River	\$2,250,944.00	\$550,000.00	11/2015
I-11-4018	PSB 11-04 Item 4 Jane Addams Memorail Tollway Reconstruction and Add Lane Higgins Road to Randall Road	\$10,514,041.00	\$350,000.00	2/2016
I-12-4082	PSB 12-5 Item 6 Elgin O'Hare Western Access, 290/53 Ramps and Corridor Construction Management	\$10,415,185	\$6,456,000.00	12/2017

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	_____	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): 0.00%

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

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

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

6

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

2

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

7

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

3

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

8

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

4

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

9

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

5

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

10

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

** Additional services funds require prior authorization before use

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

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

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

SE3 Exhibits



EXHIBIT 1"

Consultant: SE3, LLC

[illegible]

- 1.) Use as many pages as required to show the entire schedule for this project.
- 2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Project No. I-14-4018

Consultant: SE3, LLC

EXHIBIT B - FEE CALCULATIONS

A. DIRECT SALARY (without overtime)

Total Work Hours: 184.00
(From Exhibit C-3)

Total Dollars: \$ 7,121.00
(From Exhibit C-3)

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

2.80

DIRECT REGULAR SALARY TIMES MULTIPLIER

\$ 19,938.80

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT
(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 61.20

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ -
(Do not including estimated additional services)

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) \$ -
(Do not including estimated additional services)

TOTAL SERVICES BY OTHERS \$ -

D. ADDITIONAL SERVICES (prime and subconsultants)
(Requires prior authorization before use)

\$ -

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 20,000.00

Date: 8/4/2015

EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible for Prem. OT? ('Yes' or 'No')
Project Principal	Vernal Stewart	70.00	70.00	
Project Manager	Jason Martin	60.00	56.48	
	Brian K. Scifers	56.65		
	Matt Gauntt	56.00		
	Raymond Kumapley	53.25		
Project Engineer	Steve M. Schuessler	44.09	41.02	
	Daniel G. White	41.00		
	David W. Bennett	33.75		
	Keith Keslinke	45.32		
	Adam Moline	41.80		
	Bill Ainsworth	39.66		
	Sara Niemann	39.50		
	Dennis Clements	43.00		
Staff Engineer	Brian A. Verwijst	26.49	27.75	
	William B. Lorton	29.06		
	Evelina Perry	24.94		
	Emily Columbia	30.50		
Technician	Steven V. Johnson	36.57	36.57	
Admin	Kristen M. Martin	20.00	18.75	
	Nancy Carlson	17.50		

* Exhibit C-1 is a comprehensive list of classifications of company employees.

- (1) List all Employees located in your company's Illinois office(s) by classification. Out of state employees to be used on this project should be included.
- (2) Divide the sum of the "CURRENT HOURLY RATES" for all employees in a classification by the number of employees in that classification.
- (3) Use as many sheets as necessary to show classifications.

Project No.: I-14-4018

Consultant: SE3, LLC

Date: 8/4/2015

EXHIBIT C-2: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 5 NO. OF MONTHS
SCHEDULED START DATE: 8/1/2015
RAISE DATE: 1/1/2016
PERCENT OF RAISE: 3%

ESCALATION PER YEAR

8/1/2015 - 12/31/2015 Date Date 5.0 5.0	Date Date 5.0	Date Date 0.0 5.0	Date Date 0.0 5.0	Date Date 0.0 5.0	Date Date 0.0 60.0
100.00% Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period	Escalation Factor Sixth Period

The escalation factor for this project is: 100.00%

Consultant: SE3, LLC

Total Escalation Factor from C-2: 100.00%

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

A. VEHICLE REIMBURSEMENT

Daily Rate	\$ 65.00	X	0	\$ -
	Includes Tolls		No. of Days	

Mileage	\$ 0.575	X	\$ -
	<u>Mileage Rate</u>	<u>No. of Miles</u>	

(Use mileage rate found at:

<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>

TOTAL VEHICLE REIMBURSEMENT	\$	-
------------------------------------	-----------	----------

B. ALLOWABLE DIRECT COSTS - Enter the total budget of items from the attached Allowable Direct Costs list here:

\$ 61.20

http://www.illinoistollway.com/documents/10157/36206/LG_TO_LLWAY_XX_ALLOWEDIRECTCOSTS_08012008.PDF

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

DIRECT COST CATEGORY

[illegible]**TOTAL ITEMIZED DIRECT COSTS**

ALLOWABLE DIRECT COSTS

10.01.2013

Effective for contracts awarded on or after October 1, 2013, the following costs are allowable when requested by the Department 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	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Vehicle Rental	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day
Vehicle Half-day Rate	\$32.50/half day
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
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 and mapping	Actual Cost
Utility exploratory trenching	Actual Cost

ALLOWABLE DIRECT COSTS

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

Project No. I-14-4018Consultant: SE3, LLC**EXHIBIT D (Continued)****REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES****D. PREMIUM OVERTIME**

Classification	Estimate of Overtime Hours	Escalated Hourly Rate (Premium Portion Only) (SEE NOTE 1 BELOW)	Premium Overtime Dollars (Hours x Rate)
	0.00	\$0.00	
	0.00	\$0.00	

TOTAL PREMIUM OVERTIME \$ -

- (1) Premium portion is equal to 1/2 of the escalated average hourly rate for the classification. This number is to be hard entered. DO NOT enter a formula

Project No. I-14-4018

Consultant: SE3, LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Vernal Stewart

Classification: Project Principal

Project Manager: Keith L. Keslinke

Classification: Project Engineer

Project Engineer: Steve M. Schuessler

Classification: Project Engineer

Resident Engineer: _____

Classification: _____

Documentation Engineer: _____

Classification: _____

Project Civil Engineer: _____

Classification: _____

Project Structural Engineer: _____

Classification: _____

Project Drainage Engineer: _____

Classification: _____

Senior Engineer: _____

Classification: _____

Others: Brian K. Scifers

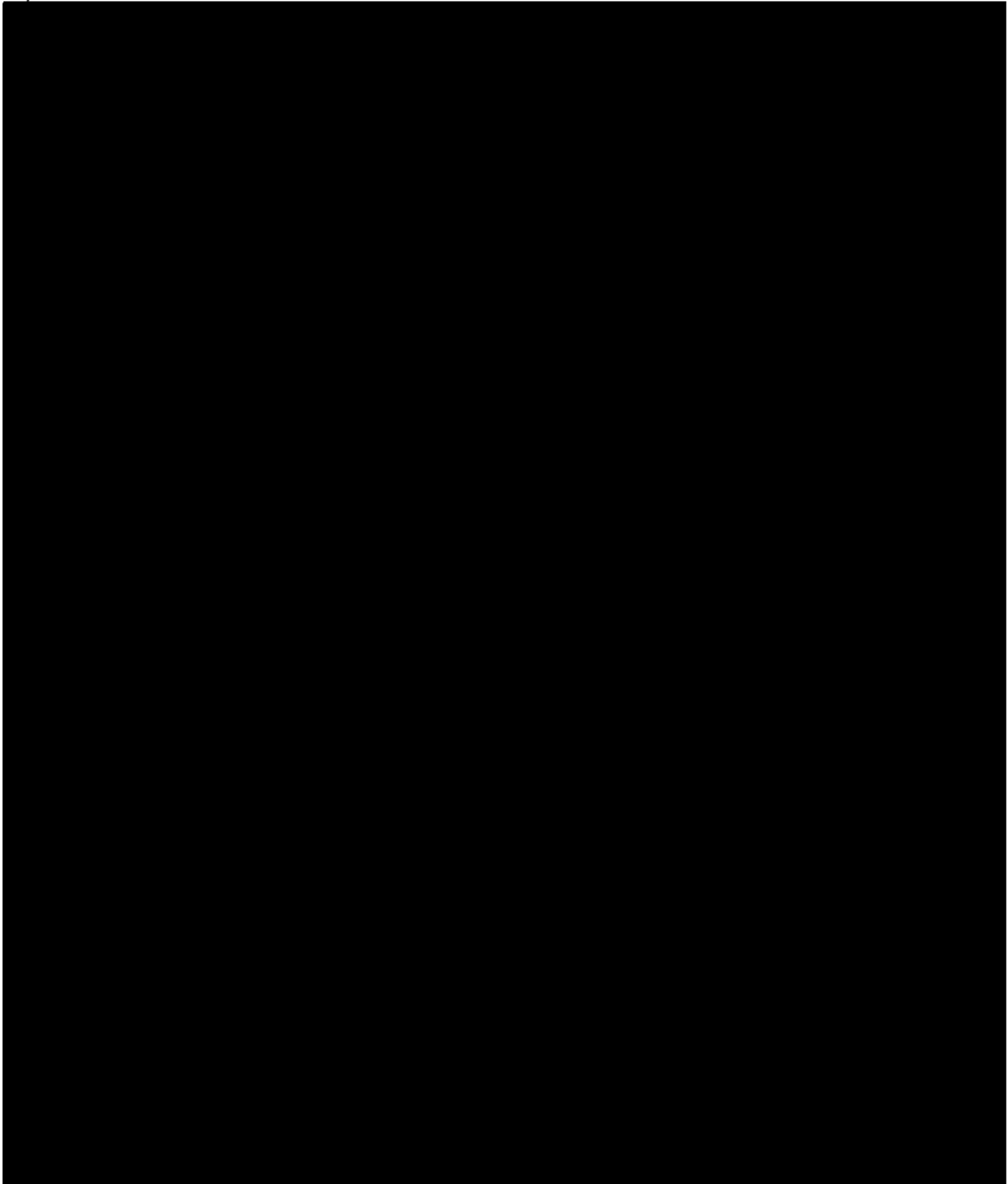
QA/QC

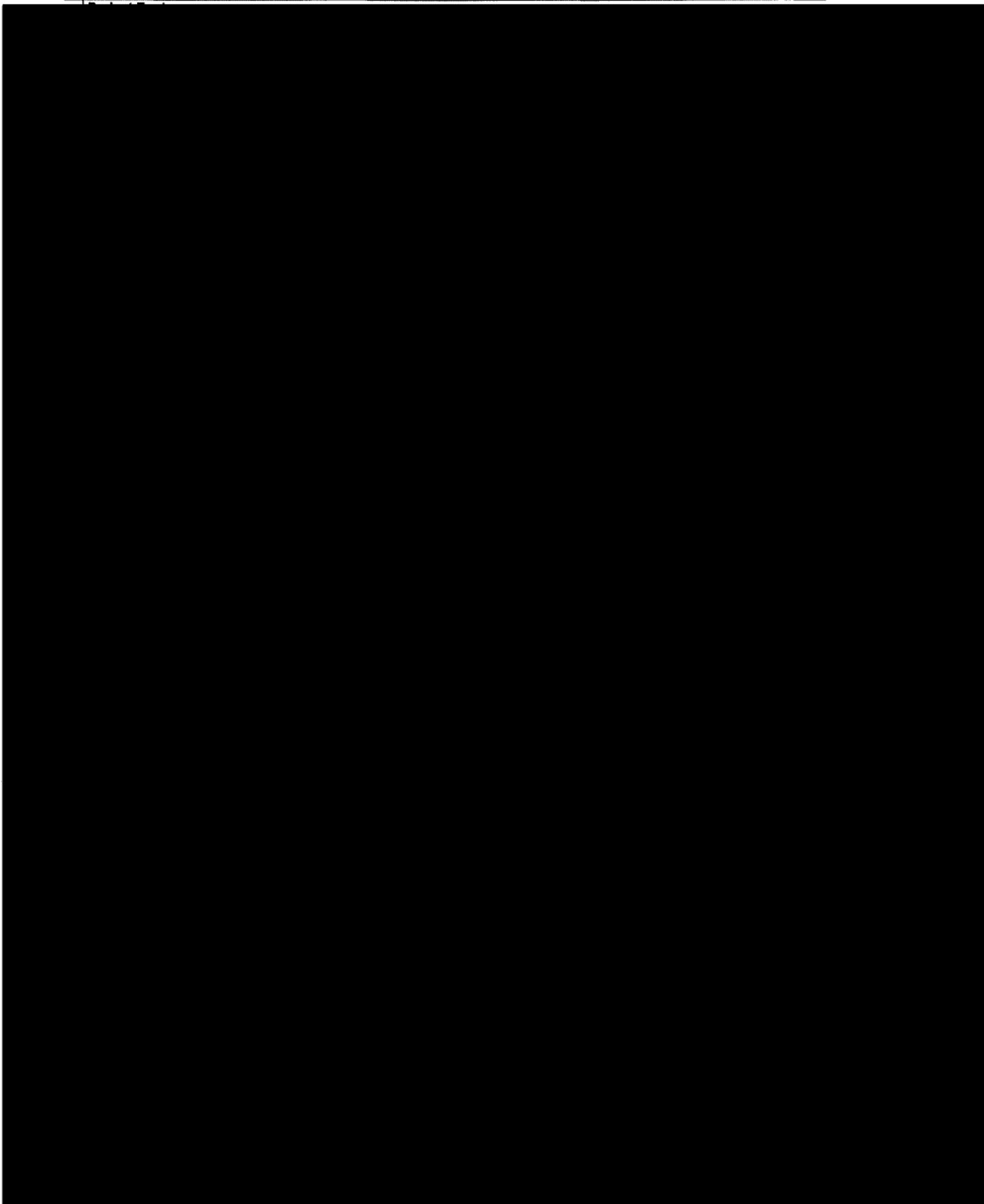
List all key personnel titles that are applicable to this project.

Attach resumes of all key personnel; Names on resumes must match exactly as they appear here.

Steve M. Schuessler, P.E.

Project Engineer





Brian K. Scifers, P.E., PTOE

Senior Project Manager

SE3 LLC

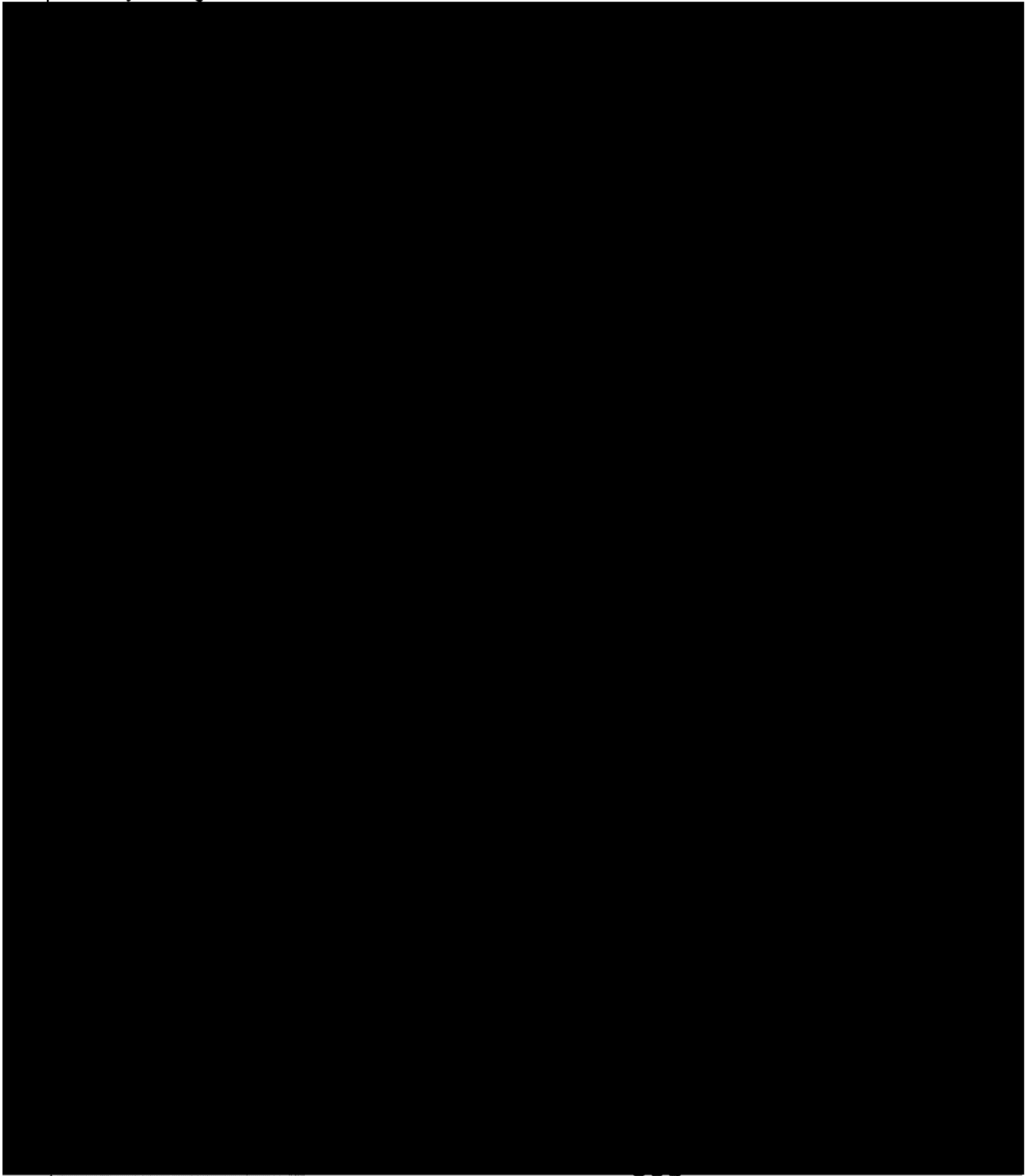


EXHIBIT F

SCOPE OF SERVICES

**SE3, LLC – Contract I-11-4018
Supplement #1**

Prepare supplemental Barrier Warrant Analysis (BWA) reports for permanent hazards within the project limits.

EXHIBIT G
CURRENT OBLIGATIONS FOR PROJECTS
SE3, LLC – CONTRACT I-11-4018
SUPPLEMENT #1

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-10-9973	Illinois Tollway, GEC Contract	\$3,582,918.90	\$920,985.36	12/31/2015
PTB 159/11	IDOT, US 45 from IL 132 to Washington ST.	TBD		TBD
P-91-495-12	IDOT, Phase I Various Geometrics Program Management	\$360,000.00	\$136,886.31	7/30/2017
D-91-008-14	IDOT, IL 47 from Charles Road to North of IL Route 120, Phase II	TBD		TBD
MO-12-1237	Illinois Tollway, Pavement Management Services	\$135,000.00	\$84,626.47	12/30/2016
I-13-4613	Illinois Tollway, Elgin-O'Hare CUR, CM	\$500,000.00	\$500,000.00	4/30/2017
D-91-104-14	IDOT, Phase II Various/ Various	\$240,000.00	\$130,000.00	12/31/2017
I-11-4018	Illinois Tollway, I-90 Recon from Higgins Rd to Randall Rd.	\$344,774.60	\$63,184.66	2/28/2016
I-12-4049	Illinois Tollway, I-90 West CCM	\$288,822.70	\$168,156.81	12/30/2015
PTB 164/3	IDOT, Various/Various Project Management	\$498,409.09	\$66,176.45	12/30/2015
PTB 170/08	IDOT, Various/ Various Phase 1	\$103,566.18	\$42,346.74	8/27/2019
RR-13-4153	Illinois Tollway, Const Upon Request	\$390,735.00	\$227,781.60	1/30/2016
I-11-4017	Illinois Tollway, I-90 Recon from IL 53 to Higgins Road	\$763,176.70	\$12,100.58	5/31/2016
I-13-4105	Illinois Tollway, I-90 Bridge, CM	\$313,550.00	\$134,123.25	8/30/2015
RR-13-5661	Illinois Tollway, I-88 Roadway Resurfacing	\$235,100.00	\$205,274.84	11/30/2015
PTB 164/10	IDOT, PTB 164/10	\$400,000.00	\$40,000.00	9/1/2016
PTB 173/12	IDOT, PTB 173/12 Various Traffic Signal Design	\$600,000.00	\$600,000.00	5/1/2017
PTB 164/4	IDOT, US 45 (Milburn Bypass)Phase II	\$181,000.00	\$124,670.15	2/28/2016
RR-13-4116	Illinois Tollway, I-88, Reconstruction, York to I-290	\$240,019.90	\$188,306.23	9/30/2016
RR-13-5660	Illinois Tollway, I-88, Resurfacing, US 30 to US 52	\$157,761.78	\$13,933.96	7/30/2015
D-91-269-12	IDOT, Torrence Ave. over Grand Calumet	\$69,874.60	\$21,390.98	7/15/2015
P-91-120-14	IDOT, Various Phase I	TBD		TBD
I-12-4080	Illinois Tollway, IL 53 North Extension Feasibility Study	\$207,847.19	\$14,233.11	8/30/2015
I-13-4108	Illinois Tollway, I-90 CUR, CM Master Agreement	\$261,049.68	\$2,023.58	7/15/2015

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	<table><tr><td>Direct Labor</td><td>\$ -</td></tr><tr><td>Direct Costs</td><td>\$ -</td></tr><tr><td>Services by Others</td><td>\$ -</td></tr><tr><td>Additional Services **</td><td>\$ -</td></tr><tr><td>Total this Subconsultant (ULC)</td><td>\$ -</td></tr></table>	Direct Labor	\$ -	Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -	6	<table><tr><td>Direct Labor</td><td>\$ -</td></tr><tr><td>Direct Costs</td><td>\$ -</td></tr><tr><td>Services by Others</td><td>\$ -</td></tr><tr><td>Additional Services **</td><td>\$ -</td></tr><tr><td>Total this Subconsultant (ULC)</td><td>\$ -</td></tr></table>	Direct Labor	\$ -	Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
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Additional Services **	\$ -																						
Total this Subconsultant (ULC)	\$ -																						
5	<table><tr><td>Direct Labor</td><td>\$ -</td></tr><tr><td>Direct Costs</td><td>\$ -</td></tr><tr><td>Services by Others</td><td>\$ -</td></tr><tr><td>Additional Services **</td><td>\$ -</td></tr><tr><td>Total this Subconsultant (ULC)</td><td>\$ -</td></tr></table>	Direct Labor	\$ -	Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -	10	<table><tr><td>Direct Labor</td><td>\$ -</td></tr><tr><td>Direct Costs</td><td>\$ -</td></tr><tr><td>Services by Others</td><td>\$ -</td></tr><tr><td>Additional Services **</td><td>\$ -</td></tr><tr><td>Total this Subconsultant (ULC)</td><td>\$ -</td></tr></table>	Direct Labor	\$ -	Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
Direct Labor	\$ -																						
Direct Costs	\$ -																						
Services by Others	\$ -																						
Additional Services **	\$ -																						
Total this Subconsultant (ULC)	\$ -																						
Direct Labor	\$ -																						
Direct Costs	\$ -																						
Services by Others	\$ -																						
Additional Services **	\$ -																						
Total this Subconsultant (ULC)	\$ -																						

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 0.00%

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

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			
	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: \$ -

Dynasty Exhibits



EXHIBIT "1"

Page 90 of 135

Project No. I-11-4018

Consultant: Dynasty Group, Inc.

EXHIBIT B - FEE CALCULATIONS

A. DIRECT SALARY (without overtime)

Total Work Hours: 371.00
(From Exhibit C-3)

Total Dollars: \$ 17,954.00
(From Exhibit C-3)

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

\$ 50,271.20

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT
(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ -

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ -
(Do not including estimated additional services)

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) \$ -
(Do not including estimated additional services)

TOTAL SERVICES BY OTHERS \$ -

D. ADDITIONAL SERVICES (prime and subconsultants)
(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 50,271.20

Date: 8/4/2015

EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible for Prem. OT? ('Yes' or 'No')
Project Principal	Zhong Chen	70.00	70.00	N
Project Manager	Aldo De La Haza	58.50	58.55	N
	Roger Hui	54.08		
	Ronald Soderquist	56.70		
	Stuart Schultz	64.90		
Land Surveyor	Vernon Stutzman	53.00	53.00	N
Senior Engineer	Ding Chen	39.00	41.71	N
	Jesse Bruning	42.90		
	Justin Monson	41.00		
	Qi Zhao	43.94		
Engineer	Mark Tillman	34.32	34.77	N
	Matthew Rosa	36.00		
	Chaohan Zhang	34.00		
Junior Engineer	Daniel Schultz	28.00	27.46	N
	Dongxu Ren	29.12		
	Gheorghe Rus	26.00		
	Jeffrey Dragowski	26.00		
	Lei Han	29.50		
	Patrick M. Deboer	30.00		
	Pengqian Hu	30.00		
	Zhou Fang	30.00		
	Yuan Gao	23.00		
	Yuan Lu	23.00		
Sr. Tech/Sr Crew Chief	Jaime Lopez	43.00	43.00	N
	Jose Moreno	43.00		
Technician/Crew Chief	Billy Spencer	37.00	34.15	N
	David Baumgartner	35.36		
	David Miketinas	32.24		
	John Carlee	25.00		
	Joseph Pannarale	36.14		
	Max Nelson	35.88		
	Michael J. Sterrett	37.44		
Junior Technician	Jeremy Weisman	23.00	22.50	N
	Raymond Vonk	23.50		
	Timothy Schultz	21.00		

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible for Prem. OT? ("Yes" or "No")
Project Administrator	Jeffrey Zarmin	33.00	30.30	N
	Kristen Bouchard	33.80		
	Xiaohui Song	30.20		
	Li Sun	24.20		
Administrative Assistant	Irmagene Williams	21.00	21.00	N

* Exhibit C-1 is a comprehensive list of classifications of company employees.

- (1) List all Employees located in your company's Illinois office(s) by classification. Out of state employees to be used on this project should be included.
- (2) Divide the sum of the "CURRENT HOURLY RATES" for all employees in a classification by the number of employees in that classification.
- (3) Use as many sheets as necessary to show classifications.

Project No.: I-11-4018

Consultant: Dynasty Group, Inc.

Date: 8/4/2015

EXHIBIT C-2: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 4 NO. OF MONTHS
SCHEDULED START DATE: 4/1/2015
RAISE DATE: 1/1/2016
PERCENT OF RAISE: 3%

ESCALATION PER YEAR

4/1/2015 - 7/31/2015					
Date Date	Date Date	Date Date	Date Date	Date Date	Date Date
4.0					
4.0	4.0	4.0	4.0	4.0	60.0
100.00%					
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period	Escalation Factor Sixth Period

The escalation factor for this project is: 100.00%

Consultant: Dynasty Group, Inc.

Date: 8/4/2015

Total Escalation Factor from C-2: 100.00%

EXHIBIT C-3: DIRECT LABOR CALCULATION

[illegible]

Total Estimated Work Hours: 371.00

Must Match Exhibit A

Total Direct Labor: \$ 17,954.00

Average Hourly Rate: \$ 48.39

- (1) Average Hourly Rate per classification from C1. Hard enter this number. **DO NOT** insert a formula.
* Average Hourly Rates cannot exceed applicable salary caps.
- (2) Current Average Hourly Rate x Escalation Factor. No escalation factor is allowed for employees at or above the salary cap rate

ALLOWABLE DIRECT COSTS

10.01.2013

Effective for contracts awarded on or after October 1, 2013, the following costs are allowable when requested by the Department 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	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Vehicle Rental	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day
Vehicle Half-day Rate	\$32.50/half day
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
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 and mapping	Actual Cost
Utility exploratory trenching	Actual Cost

ALLOWABLE DIRECT COSTS

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

Project No. I-11-4018Consultant: Dynasty Group, Inc.**EXHIBIT D (Continued)****REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES****D. PREMIUM OVERTIME**

Classification	Estimate of Overtime Hours	Escalated Hourly Rate (Premium Portion Only) (SEE NOTE 1 BELOW)	Premium Overtime Dollars (Hours x Rate)

TOTAL PREMIUM OVERTIME \$ -

- (1) Premium portion is equal to 1/2 of the escalated average hourly rate for the classification. This number is to be hard entered. DO NOT enter a formula

Project No. I-11-4018

Consultant: Dynasty Group, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Zhong Chen, PE, PLS

Classification: Project Principal

Project Manager: Stuart Schultz

Classification: Project Manager

Land Surveyor Vernon Stutzman, PLS

Classification: Professional Land Surveyor

Project Engineer Justin Monson

Classification: Project Engineer

Crew Chief _____

Classification: _____

Project Civil Engineer: _____

Classification: _____

Project Structural Engineer: _____

Classification: _____

Project Drainage Engineer: _____

Classification: _____

Senior Engineer: _____

Classification: _____

Others: _____

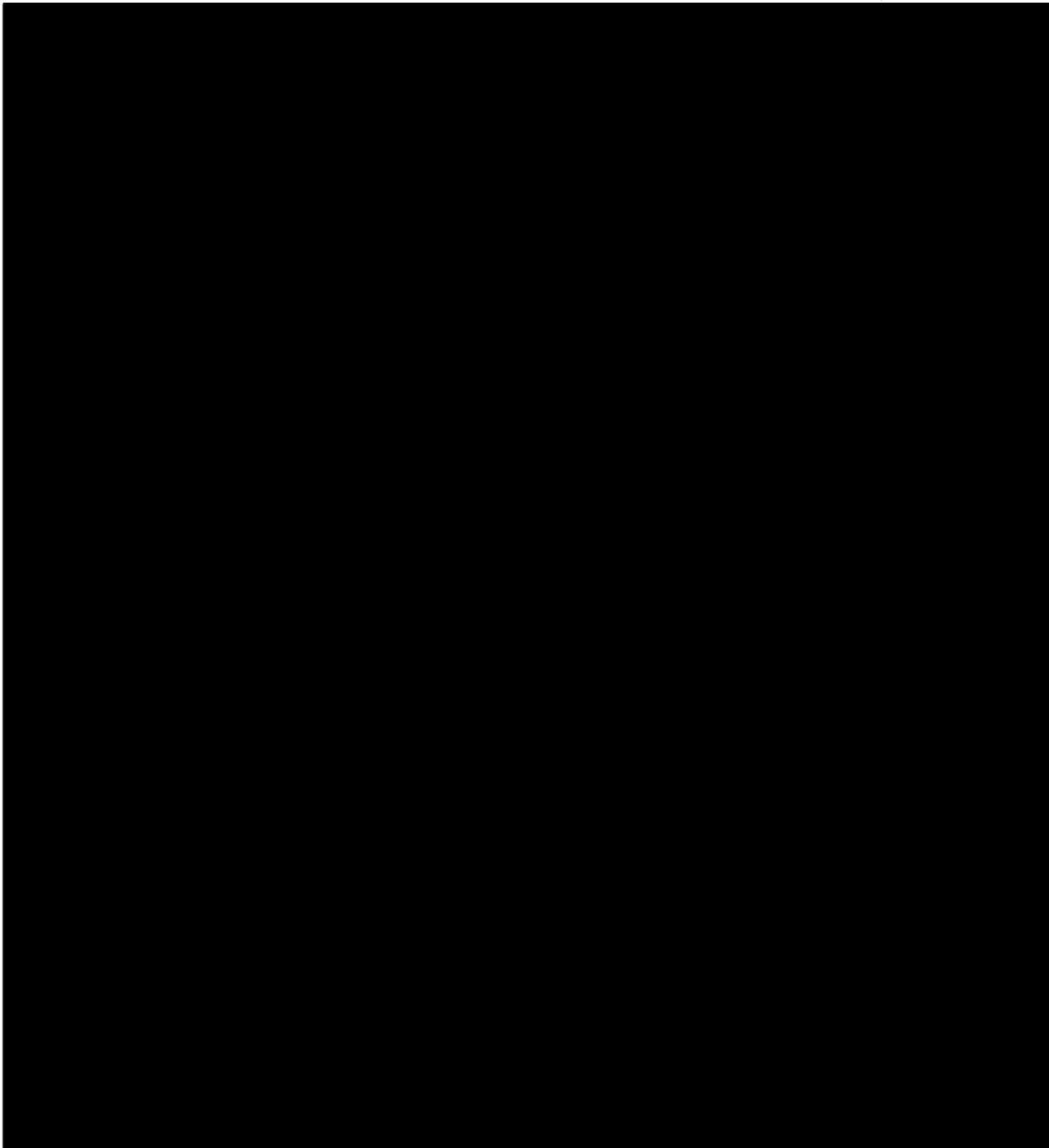
List all key personnel titles that are applicable to this project.

Attach resumes of all key personnel



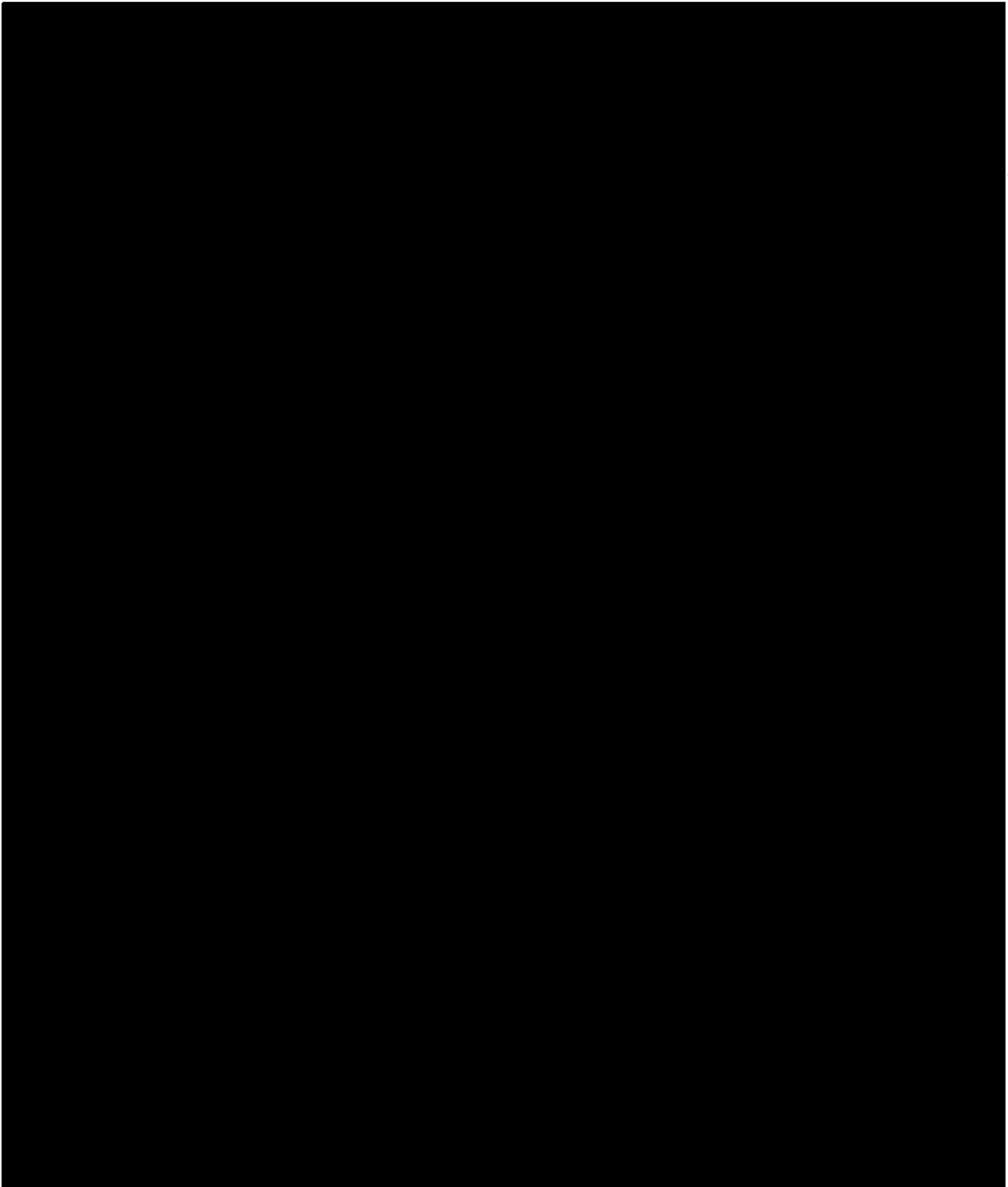
Dynasty Group
Engineers & Surveyors

Zhong Chen, PE, PLS
President



205 W. Wacker Dr., Suite 1450 • Chicago, Illinois 60606 •
Phone: (312) 704-1970 • Fax: (312) 704-1977 • www.dynastygrp.com

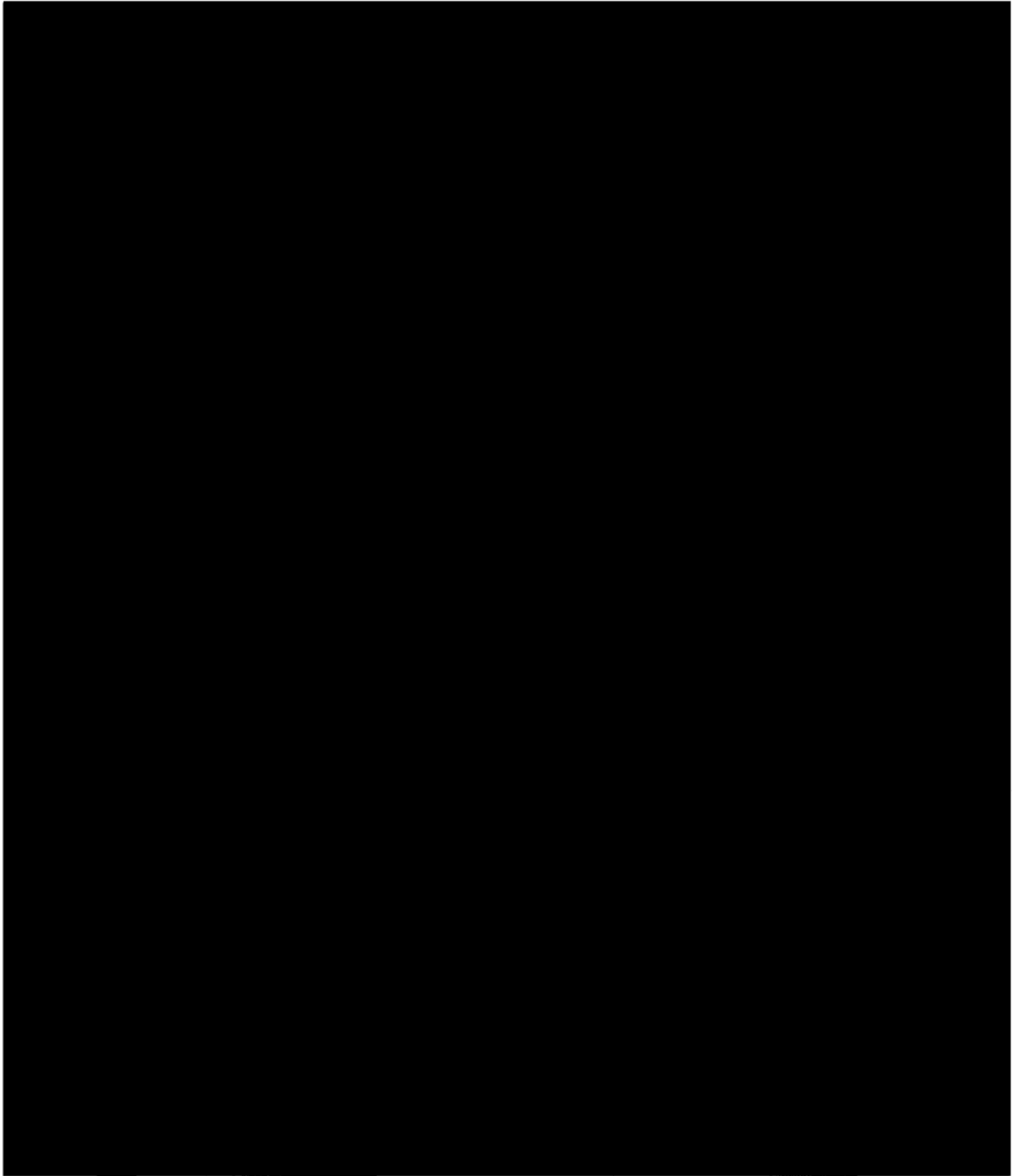
EXHIBIT "1"
Page 102 of 135





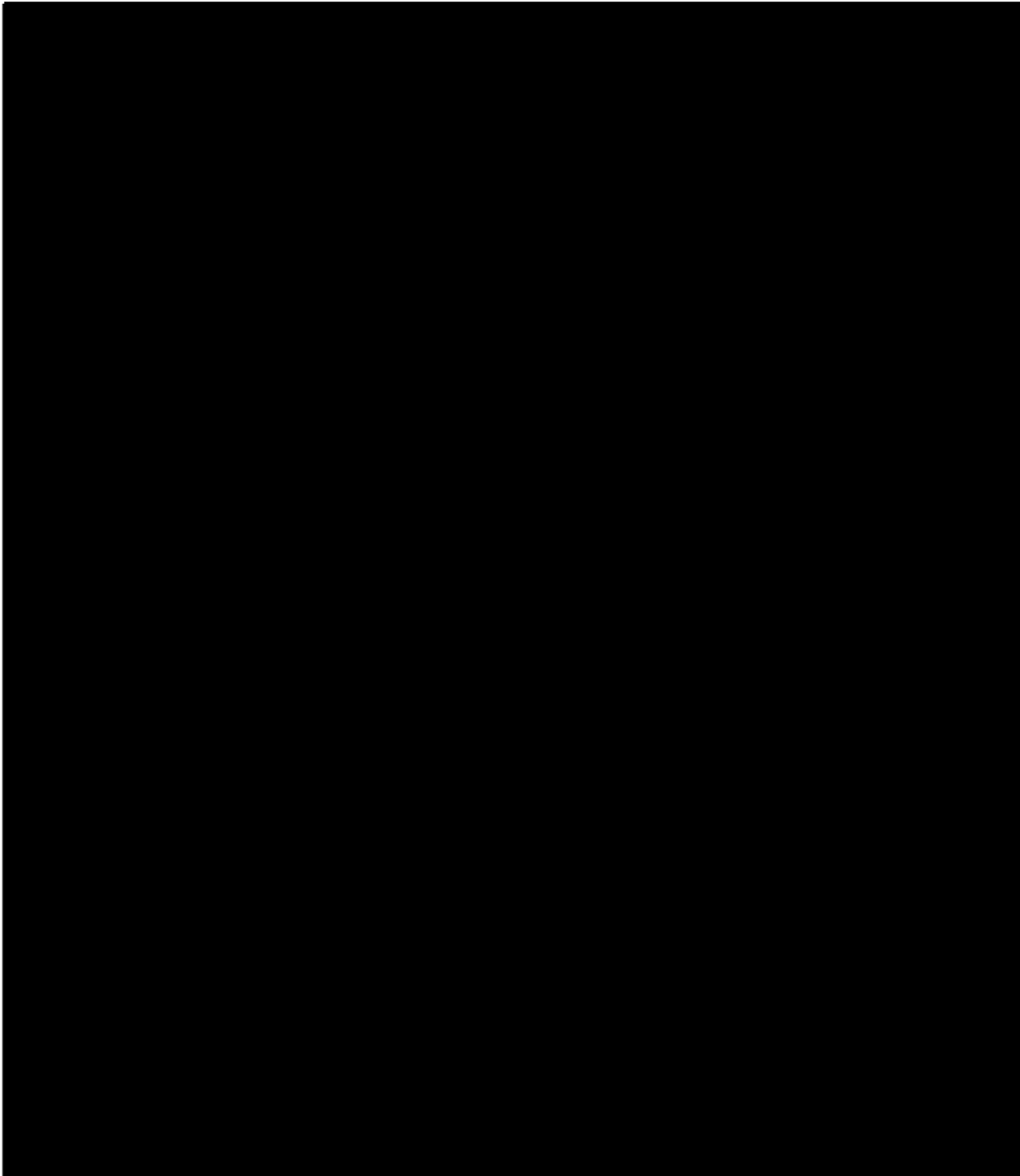
Dynasty Group
Engineers & Surveyors

Stuart B. Schultz
Vice President



205 W. Wacker Dr., Suite 1450 • Chicago, Illinois 60606 •
Phone: (312) 704-1970 • Fax: (312) 704-1977 • www.dynastygrp.com

EXHIBIT "1"
Page 104 of 135

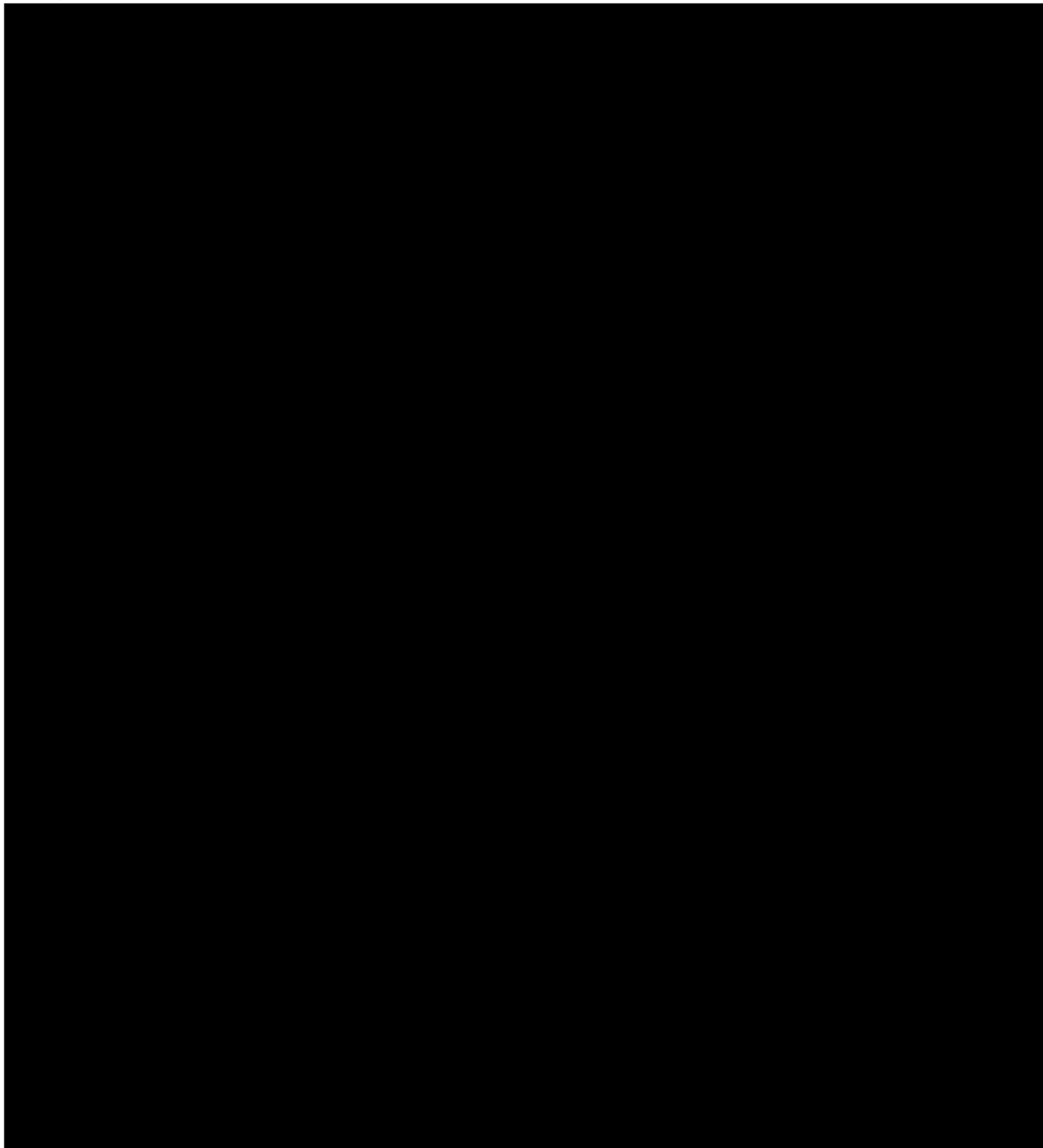




Dynasty Group

Engineers & Surveyors

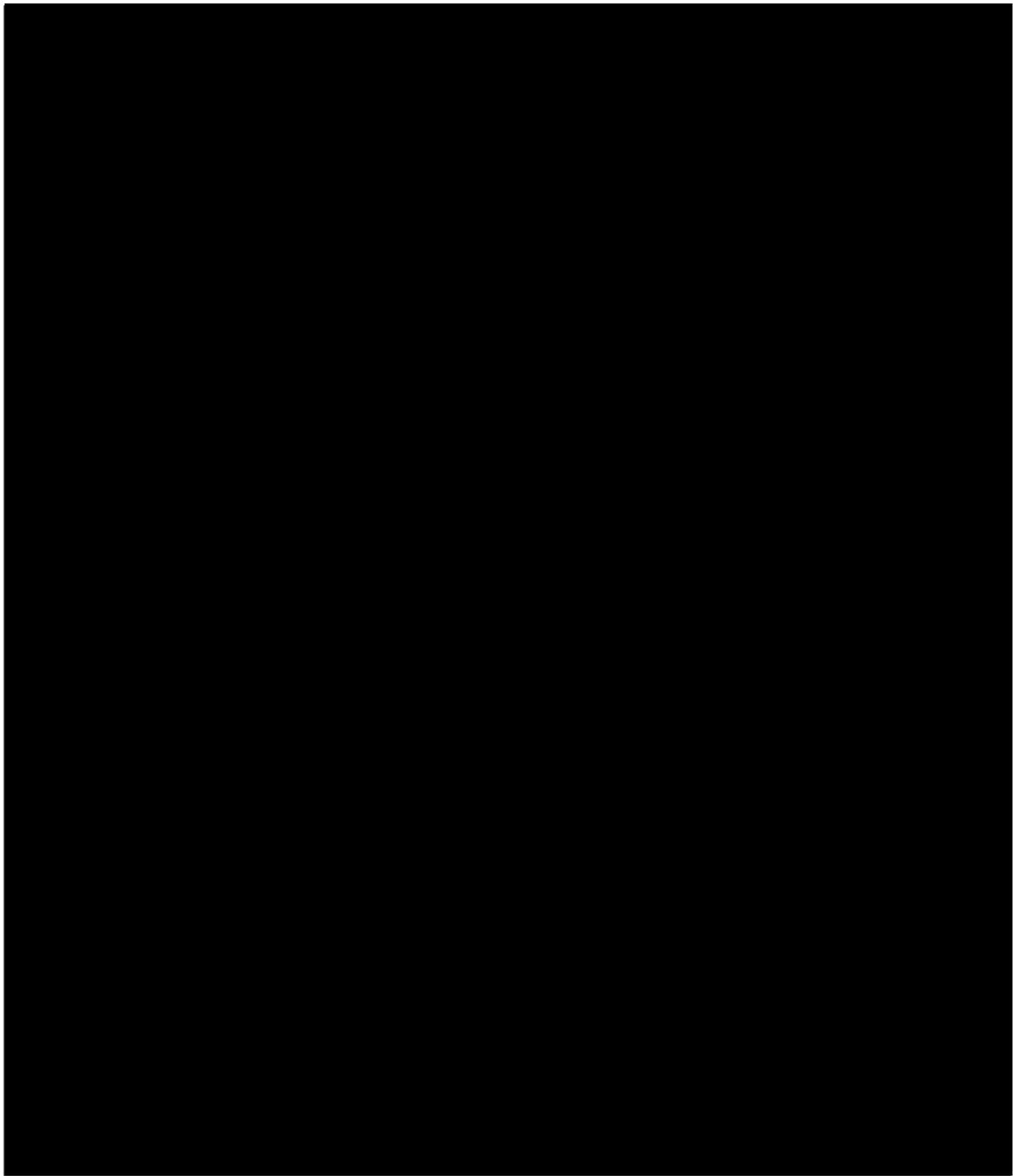
Vernon D. Stutzman, PLS
Senior Crew Chief





Dynasty Group
Engineers & Surveyors

Vernon D. Stutzman, PLS
Page 2



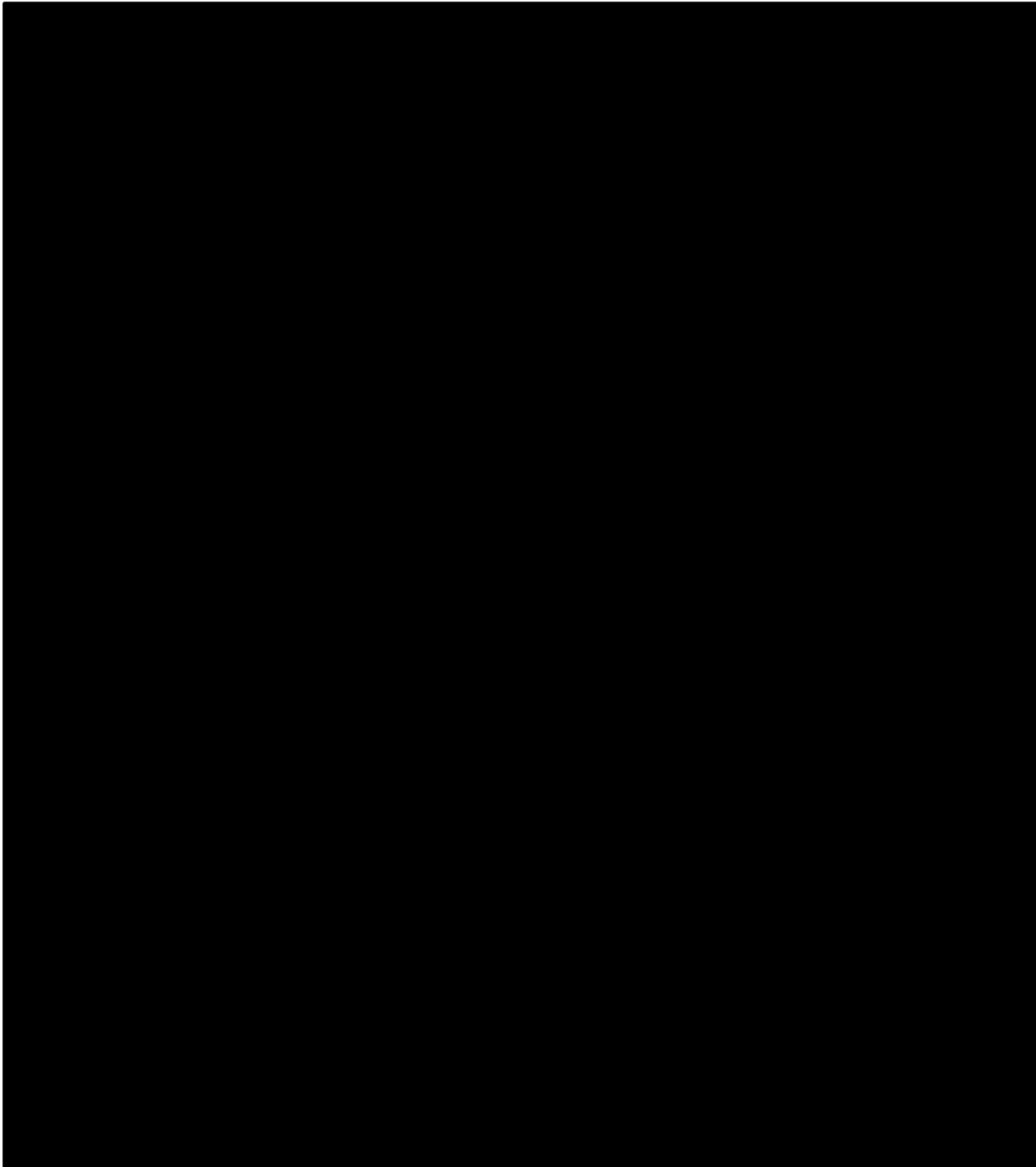


Dynasty Group

Engineers & Surveyors

Justin M. Monson

Senior Engineer



205 W. Wacker Dr., Suite 1450 • Chicago, Illinois 60606 •
Phone: (312) 704-1970 • Fax: (312) 704-1977 • www.dynastygrp.com

EXHIBIT "1"
Page **108** of **135**

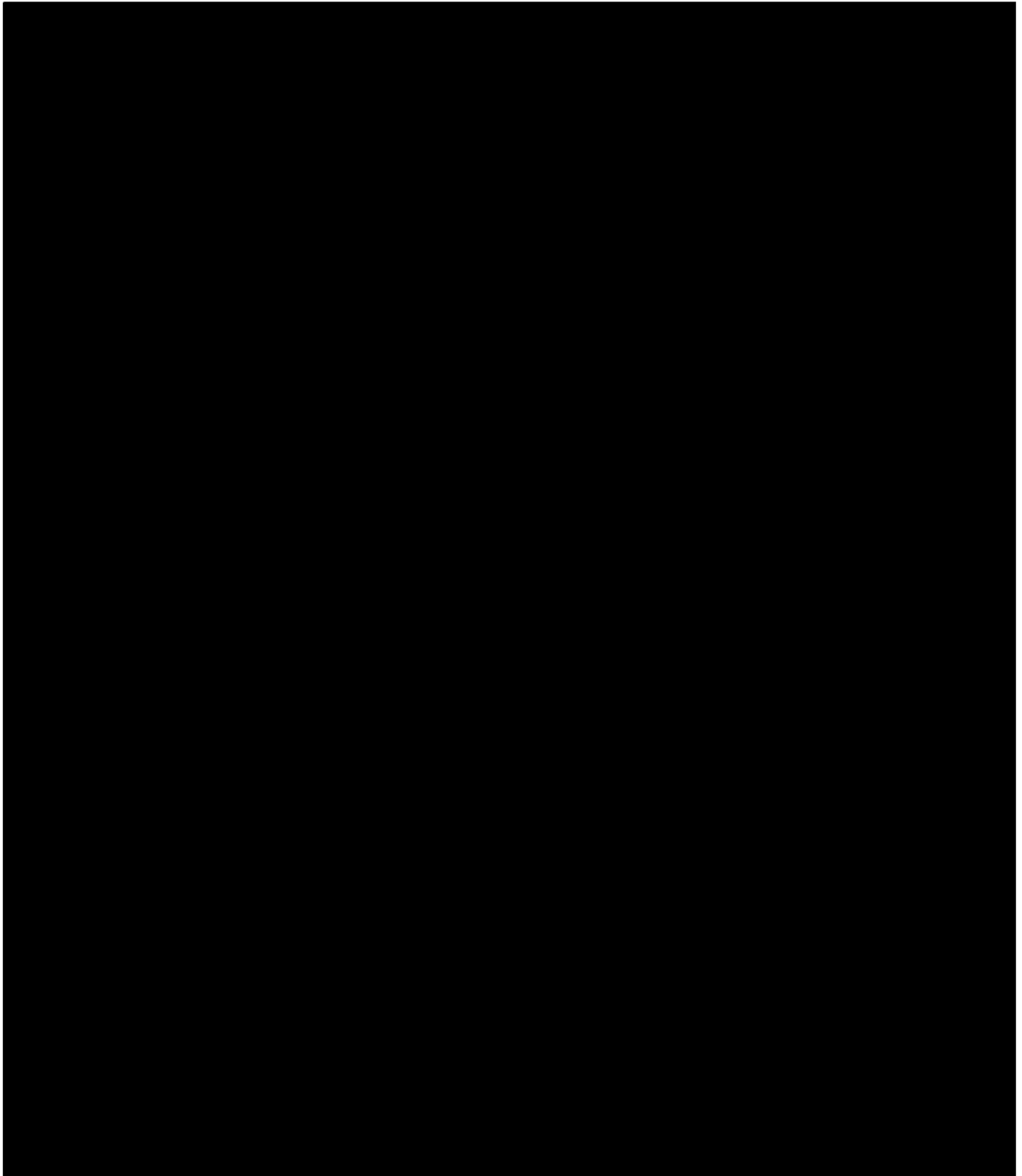


EXHIBIT F

CONTRACT I-11-4018

(Dynasty Group, Inc.)

SCOPE OF SERVICES

LOCATIONS OF PHASE II SUPPLEMENTAL SURVEYS

1. Survey structures (Off Tollway ROW) West of IL Route 31 and North of Toll Gate Road (required establishing extra control).
2. Shoot rims and inverts and measure size of pipes in structures (Off of Tollway ROW) in the NW Quadrant of the I-90/IL Route 31 Interchange (required establishing extra control).
3. Survey Pipe runs in detention area (Off Tollway ROW) adjacent to the north side of Airport Road Property 385 (Site Plan 1 & 2) in NE quadrant of the I-90/IL Route 31 Interchange (required establishing extra control).
4. Detail drainage structures & ponds (Off Tollway ROW) on the north side of the I-90 Tollway and North of Airport Road to the West of the Fox River (required establishing extra control).
5. Detail Tyler Creek drainage culvert (Off Tollway ROW) crossing IL Route 31 just south of the intersection of Route 31 and Davis Road/West River Road, and also various structures, pipes, outfalls, and inlets in the SW Quadrant of the I-90/IL Route 31 Interchange. (required establishing extra controls).
6. Shoot 700 feet of edge of pavement (Off Tollway ROW) along the West side of IL Route 25 to the North of I-90 Tollway (required establishing extra control).
7. Shoot 1000 feet of edge of pavement (Off Tollway ROW) along the West side of IL Route 25 to the South of I-90 Tollway to Trout Park Boulevard (required establishing extra control).
8. Detail Microwave communication tower facility and parking lot in the infield of the Southeast Quadrant of the IL Route 25 Interchange (required establishing extra control).
9. Detail the bridge slope walls at the Beverly Road bridge over the I-90 Tollway.
10. Shoot Edges of Pavement along the I-90 Tollway Ramps on the East side of Beverly Road:
 - a. 1,400 feet along the WB Exit Ramp on the North side of I-90.
 - b. 900 feet along the EB Entrance Ramp on the South side of I-90.
11. Detail the Retaining Wall and the High Voltage Transmission Tower located on the South side of the I-90 Tollway approximately 1,400 feet to the East of Beverly Road (required establishing extra control).
12. Detail Microwave facility located on the North side of the I-90 Tollway approximately 1,500 feet to the West of IL Route 59 (required establishing extra control).
13. Shoot Edge of Pavements (8,100 Ft) of the six I-90 Tollway Ramps at the IL Route 59 Interchange, and detail the slope walls for the bridge over the I-90 Tollway:
 - a. 1,300 Ft - Ramp A
 - b. 1,300 Ft - Ramp B
 - c. 1,700 Ft - Ramp C
 - d. 1,200 Ft - Ramp D
 - e. 1,200 Ft - Ramp E
 - f. 1,400 Ft - Ramp F
14. Detail the bridge slope walls at the IL Route 59 bridge over the I-90 Tollway.
15. Shoot 2,000 Feet of Edge of Pavement (Off Tollway ROW) north and south of the I-90 Tollway along Bartlett Rd (required establishing extra control).

I-11-4018

Dynasty Group

16. Shoot 28 high tension electric power transmission lines and tower locations (Both on and off Tollway ROW). Surveys included the height of the lowest two wire catenaries over roadways, bottom of the four lowest insulators at each tower, and clearances for the Com Ed Towers in various locations (required establishing extra controls).
17. Shoot detailed tree survey, (Off Tollway ROW) including breast-height diameter sizes and types, in Southeast Quadrant of the IL Route 25 interchange (required establishing extra control).
18. Topographic detail of the I-90 Tollway Ramp Intersection at IL Route 25 South of the Tollway (required establishing extra control).
19. Detail structures (Off Tollway ROW) on the North side of the I-90 Tollway East of IL Route 25 (required establishing extra control).
20. Full topo and cross-sections on the I-90 Tollway mainline and ramps extending from a point West of the Fox River to a point West of the IL Route 31 Interchange & full interchange including IL Route 31 to the north and south of the I-90 Tollway for over 7000 feet of pavement (required establishing extra control).
21. Survey cross-sections from the edge of pavement to the fence line to the north along the I-90 Tollway Westbound Exit Ramp B at the IL Route 25 Interchange (required establishing extra control).
22. The section lines that control the north line of the Tollway are on a Standard Parallel. Standard parallels were set every 24 miles going north from the base line. The function of a Standard Parallel was to correct cumulative errors due to convergence in the placement of section and quarter section corners. The result of this was to create double corners along this line. Half of them controlled property lines north of the Parallel and half of them controlled property lines south of the Parallel. The long and short of this is that now 150 years after their creation, land lines are a challenge. All of this had to be dealt with and was unforeseen in the estimating stage of the project. Recreating 7 miles of a Standard Parallel was a monumental task.

EXHIBIT G
CURRENT OBLIGATIONS FOR PROJECT
Contract Number I-11-4018
Dynasty Group, Inc.

Route & Job No.	Work Scope & Description of Project Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Date of Completion
Various IDOT Projects	\$1,975,000	\$738,000	2 years
Various Tollway Projects	\$2,000,000	\$1,700,000	2 years
Various City of Chicago Projects	\$2,280,000	\$2,250,000	18 months
Various other	\$500,000	\$200,000	1 year

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

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

6

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

2

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

7

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

3

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

8

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

4

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

9

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

5

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

10

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 0.00%

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

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 _____
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: \$ _____

GSG Exhibits



EXHIBIT 1"

Page 115 of 135

Project Number: I-11-4018

Consultant: GSG Consultants, Inc

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR <u>2015</u>												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Testing and Reporting								40	40	50	50	50	230
TOTALS								40	40	50	50	50	230

- Notes:
- 1.) Use as many pages as required to show the entire schedule for this project.
 - 2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Date Revised 04/09/12

Project No. I-11-4018

Consultant: GSG Consultants, Inc

EXHIBIT B - FEE CALCULATIONS

A. DIRECT SALARY (without overtime)

Total Work Hours: 230.00
(From Exhibit C-3)

Total Dollars: \$ 9,275.00
(From Exhibit C-3)

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 \$ 25,970.00

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT
(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 4,030.00

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ -
(Do not including estimated additional services)

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) \$ -
(Do not including estimated additional services)

TOTAL SERVICES BY OTHERS \$ -

D. ADDITIONAL SERVICES (prime and subconsultants) \$ -
(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation) \$ 30,000.00

Project No.: I-11-4018

Consultant: GSG Consultants, Inc

Date: 8/4/2015

EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible for Prem. OT? ('Yes' or 'No')
Project Principal	Garcia, Guillermo	70.00	70.00	No
	Sassila, Ala	70.00		
	Saenz, Arturo	70.00		
Project Manager	Letzel, Scott	47.50	50.19	No
	Suda, Robert	52.88		
Senior Engineer	Chandhuri, Kalyan	37.00	39.00	No
	Edgell, Dawn	41.00		
	Kougias, George	39.00		
Project Engineer	Manuel, Cezar	35.00	35.00	No
	Raid, Ossama W.	35.00		
Staff Engineer	Elsbihi, Naser	27.00	29.67	No
	Johnson, Charles D	32.00		
	McCoy, David	30.00		
Technician	Bryll, Katelyn	23.50	26.08	No
	Cagney, Thaddeus	27.00		
	Flores, Edwin	22.00		
	Huey, Jody	27.00		
	Jaber, Maher	30.00		
	Rowe, Joshua	27.00		
Administrative Support	Garman, Hala	24.50	27.25	No
	McKeown, Victoria	30.00		

* Exhibit C-1 is a comprehensive list of classifications of company employees.

- (1) List all Employees located in your company's Illinois office(s) by classification. Out of state employees to be used on this project should be included.
- (2) Divide the sum of the "CURRENT HOURLY RATES" for all employees in a classification by the number of employees in that classification.
- (3) Use as many sheets as necessary to show classifications.

Project No.: I-11-4018

Consultant: GSG Consultants, Inc

Date: 8/4/2015

EXHIBIT C-2: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 5 NO. OF MONTHS
SCHEDULED START DATE: 8/4/2015
RAISE DATE: 1/1/2016
PERCENT OF RAISE: 3%

ESCALATION PER YEAR

8/4/2015 - 12/31/2015					
Date Date	Date Date	Date Date	Date Date	Date Date	Date Date
5.0	0.0	0.0	0.0	0.0	0.0
5.0	5.0	5.0	5.0	5.0	60.0
100.00%					
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period	Escalation Factor Sixth Period

The escalation factor for this project is: 100.00%

Project No.: I-11-4018

Consultant: GSG Consultants, Inc

Date: 8/4/2015

Total Escalation Factor from C-2: 100.00%

EXHIBIT C-3: DIRECT LABOR CALCULATION

[illegible]

Total Estimated Work Hours: 230.00
Must Match Exhibit A

Must Match Exhibit A

Total Direct Labor: \$ 9,275.00

Average Hourly Rate: \$ 40.33

- (1) Average Hourly Rate per classification from C1. Hard enter this number. **DO NOT** insert a formula.
* Average Hourly Rates cannot exceed applicable salary caps.
- (2) Current Average Hourly Rate x Escalation Factor. No escalation factor is allowed for employees at or above the salary cap rate

Consultant: GSG Consultants, Inc

ALLOWABLE DIRECT COSTS

10.01.2013

Effective for contracts awarded on or after October 1, 2013, the following costs are allowable when requested by the Department 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	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Vehicle Rental	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day
Vehicle Half-day Rate	\$32.50/half day
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
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 and mapping	Actual Cost
Utility exploratory trenching	Actual Cost

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

Cell Phones	Unallowable
Radio Communication	Actual Cost
2-way Radio	Actual Cost

Vehicles (Only for Vehicles assigned to project)

Rental (Daily Rate Only) - Including Tolls	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day

The number of days will be calculated as follows:

For extended stay**- Number of days on job site plus one

Day to travel to and from job site

Weekly (hotel) – Number of days on job site plus one day to

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

**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 IDOT Resident.

NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE 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 CSE Manual allowance.

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

D. PREMIUM OVERTIME

Classification	Estimate of Overtime Hours	Escalated Hourly Rate (Premium Portion Only) (SEE NOTE 1 BELOW)	Premium Overtime Dollars (Hours x Rate)

TOTAL PREMIUM OVERTIME \$ -

- (1) Premium portion is equal to 1/2 of the escalated average hourly rate for the classification. This number is to be hard entered. DO NOT enter a formula

Project No. I-11-4018

Consultant: GSG Consultants, Inc

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Ala Sassila

Classification: Project Principal

Project Manager: Scott A. Letzel

Classification: Project Manager

Project Engineer: _____

Classification: _____

Resident Engineer: _____

Classification: _____

Documentation Engineer: _____

Classification: _____

Project Civil Engineer: _____

Classification: _____

Project Structural Engineer: _____

Classification: _____

Project Drainage Engineer: _____

Classification: _____

Senior Engineer: _____

Classification: _____

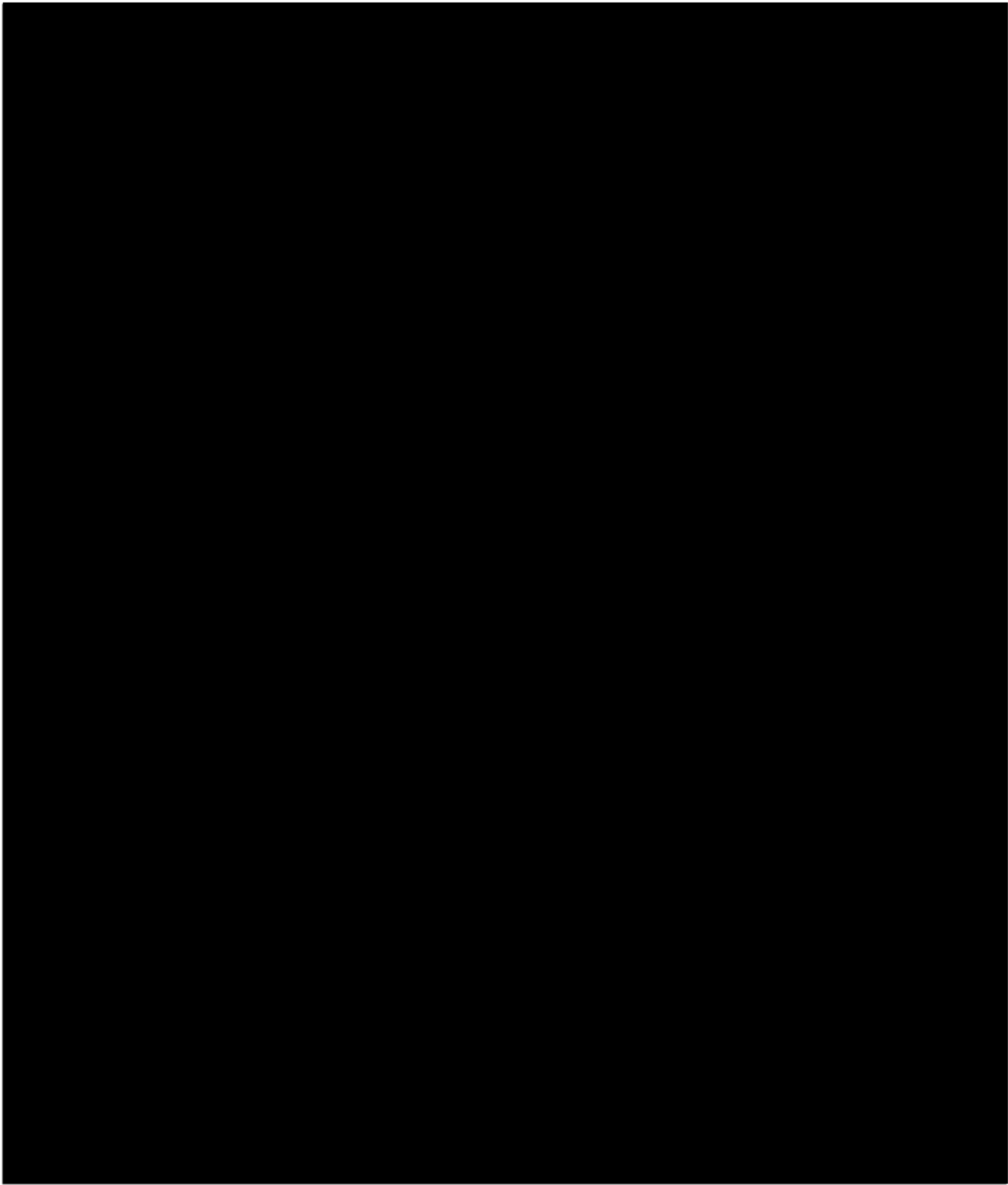
Others: _____

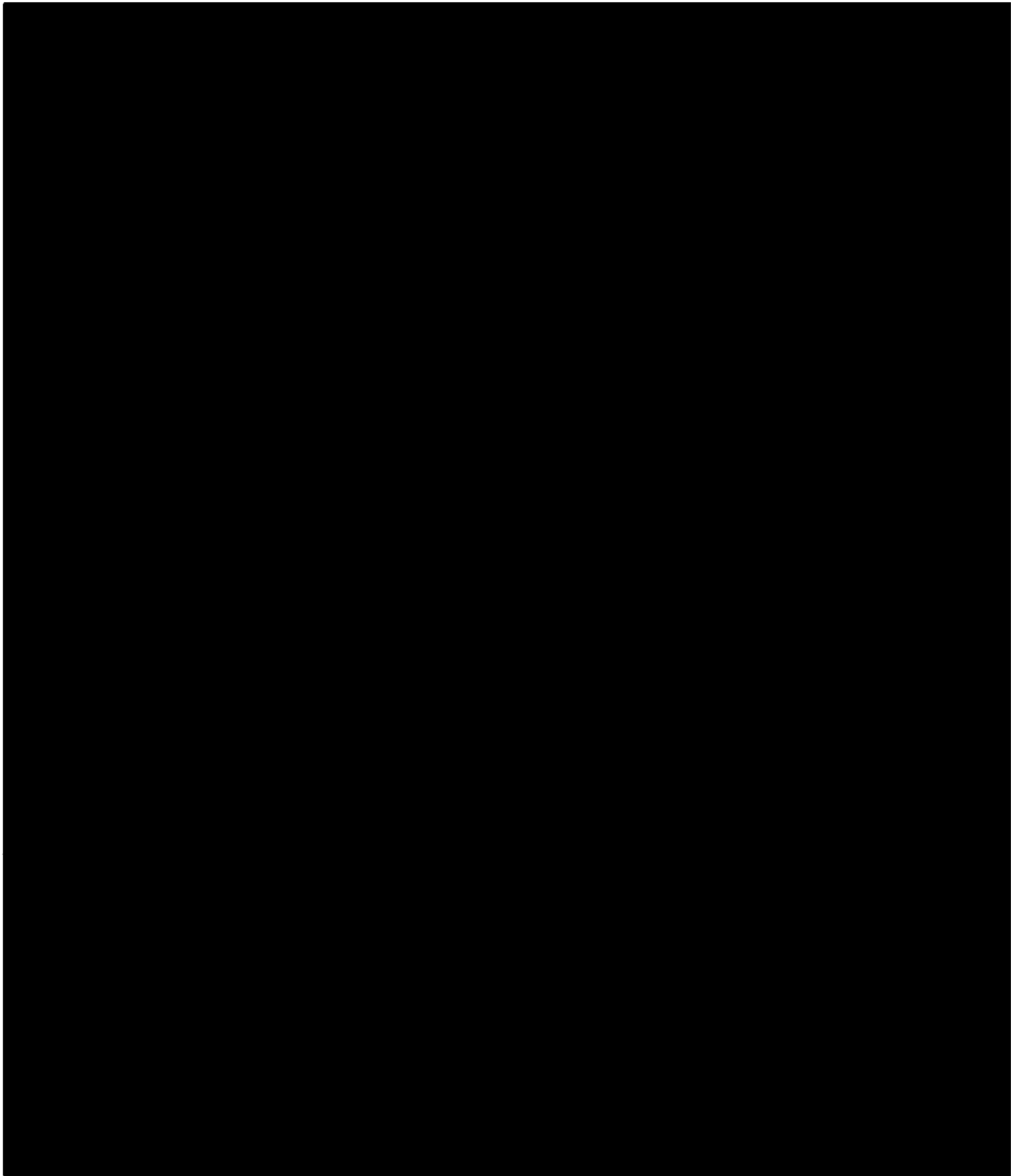
List all key personnel titles that are applicable to this project.

Attach resumes of all key personnel; Names on resumes must match exactly as they appear here.

Ala Sassila, Ph.D., P.E.

*Vice President, Director of
Engineering*





Scott A. Letzel, P.G.

*Environmental Assessment and
Remediation Practice Lead*

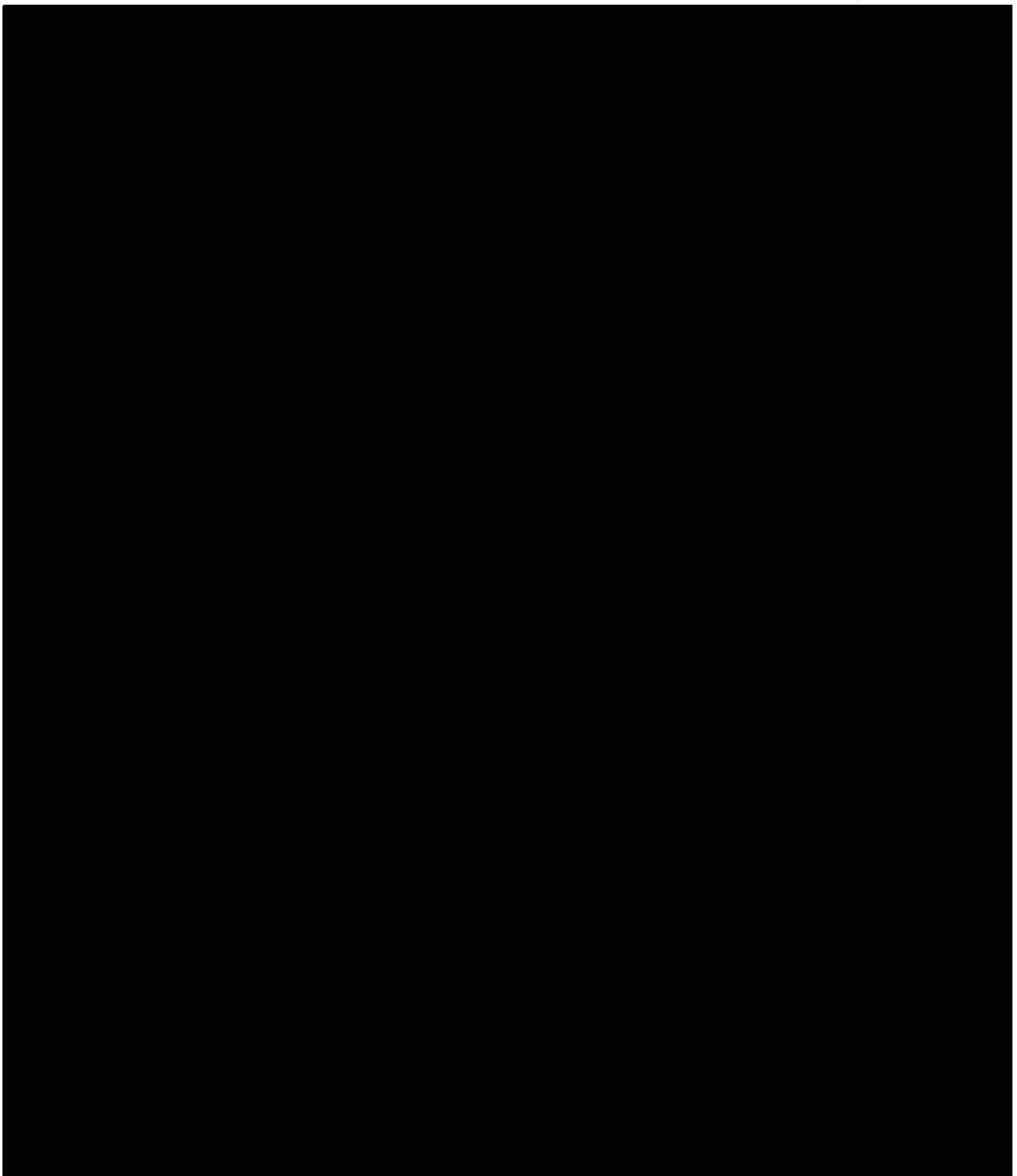


EXHIBIT F

CONTRACT I-11-4018

GSG Consultants, Inc.

SCOPE OF SERVICES

- Review site historic uses, and determine potential presence of Recognized Environmental Conditions (RECs)
- Develop sampling plan for the identified RECs
- Collect soil samples and performed required chemical testing based on the RECs.
- Review and compare analytical data to the IEPA CCDD regulations
- Determine locations of CCDD and special waste soils within the project area
- Prepare IEPA CCDD forms LPC 662/LPC 663
- Provided other technical support as warranted

EXHIBIT G**CONTRACT I-11-4018**

Consultant Name: GSG Consultants, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplemental and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
IDOT PTB 155, Job No. D-30-006-10	Geotechnical Investigation	1,700,000	1,700,000	6/2015
Tollway I-11-4015, I-90 Widening and Reconstruction	Design Services	\$3,500,000	\$ 5,000	9/2015
Tollway Contract I-11-4018, I-90 Widening and Reconstruction	Geotechnical Investigation	\$1,398,000	\$0	12/2015
Tollway Contract I-11-4032	Environmental Services Upon Request	\$600,000	\$ 80,000	12/2016
Tollway Contract I-12-4060	Planning Services Upon Request	\$50,000	\$50,000	12/2015
Tollway Contract 4623	Geotechnical / Design services	\$ 851,368	\$ 800,000	12/2017
Tollway Contract I-14-4187	Construction Management Services	\$1,676,368	\$1,200,000	12/2016
Tollway Contract I-14-4188	Construction Management Services	\$864,654	\$650,000	12/2016
Tollway Contract I-14-4189	Construction Management Services	\$655,000	\$550,000	12/2016
Tollway Contract I-14-4191	Construction Management Services	\$707,467	\$600,000	12/2016
Tollway Contract I-14-4195	Geotechnical Services	\$375,000	\$375,000	12/2019
Tollway Contract I-14-4196	Design Upon Request	\$60,000	\$60,000	12/2017
Tollway Contract RR-13-4145	M6 and M7 Maintenance Facility Site Plan. Phase II	\$62,151	\$10,000	12/2015

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	<table border="0"><tr><td>Direct Labor</td><td>\$ -</td></tr><tr><td>Direct Costs</td><td>\$ -</td></tr><tr><td>Services by Others</td><td>\$ -</td></tr><tr><td>Additional Services **</td><td>\$ -</td></tr><tr><td>Total this Subconsultant (ULC)</td><td>\$ -</td></tr></table>	Direct Labor	\$ -	Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -	6	<table border="0"><tr><td>Direct Labor</td><td>\$ -</td></tr><tr><td>Direct Costs</td><td>\$ -</td></tr><tr><td>Services by Others</td><td>\$ -</td></tr><tr><td>Additional Services **</td><td>\$ -</td></tr><tr><td>Total this Subconsultant (ULC)</td><td>\$ -</td></tr></table>	Direct Labor	\$ -	Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
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** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

DBE/MBE/WBE Percentage of Total Fee (Includes Additional Services): 0.00%

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

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				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: \$ -

Date Revised 04/09/12

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

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