RESOLUTION NO. 21750

Background

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 21065 approved June 21, 2016, entered into an Agreement with Alfred Benesch & Co. / Christopher B. Burke Eng, Ltd. / Lin Engineering, Ltd. on Contract I-15-4656 for Design Services, on the North-South bypass of the Elgin O'Hare Western Access (EOWA) between the Tri-State Tollway (I-294) and Franklin Avenue/Green Street and on the Tri-State Tollway (I-294) from Mile Post 33.6 (North Avenue) to Mile Post 36.4 (Wolf Road).

Per Tollway request, Alfred Benesch & Co. / Christopher B. Burke Eng, Ltd. / Lin Engineering, Ltd. has submitted a proposal to provide Supplemental Design Services for Contract I-15-4656, increasing the contract upper limit by \$4,800,000.00, from \$24,442,011.52 to \$29,242,011.52. It is necessary and in the best interest of the Tollway to accept the proposal from Alfred Benesch & Co. / Christopher B. Burke Eng, Ltd. / Lin Engineering, Ltd.

Resolution

The Chief Engineering Officer is authorized to negotiate a Supplemental Agreement with Alfred Benesch & Co. / Christopher B. Burke Eng, Ltd. / Lin Engineering, Ltd. consistent with the aforementioned proposal to increase the contract upper limit by \$4,800,000.00, subject to the approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.





Contract:

I-15-4656

PSB: 15-2, Item #5

Consultant:

Alfred Benesch & Company/

Christopher B. Burke Engineering, Ltd/Lin Engineering, Ltd. (TM) PM: Manar Nashif

Reviewer: Keisha Saintil

Review Date: 5/7/2019

Certificate of Insurance:	OK	
Certificate of Good Standing:	OK	
W-9 Form	N/A	
DBE Compliance:	ОК	
Delinquent Debt	ОК	
Certifications/Disclosures	N/A	
Proposal	ОК	
Agreement	ОК	
Resolution:	OK	

Exhibits A-H

Alfred Benesch & Company/Christopher B. Burke Engineering, Ltd/Lin Engineering, Ltd. (TM) Ok

Alfred Benesch & Company

Exhibit C-3: Please note: **revision not required** either an individual listed on Exhibit C-3 is not listed on the current Payroll Rate Form (PRF) or the classification for an individual changed from the current PRF. **Please be sure to submit an updated PRF prior to invoicing.**

Lin Engineering, Ltd. -

<u>Exhibit C-3:</u> Please note: revision not required either an individual listed on Exhibit C-3 is not listed on the current Payroll Rate Form (PRF) or the classification for an individual changed from the current PRF. Please be sure to submit an updated PRF prior to invoicing.

Christopher B. Burke Engineering, Ltd.-

<u>Exhibit C-3:</u> Please note: revision not required either an individual listed on Exhibit C-3 is not listed on the current Payroll Rate Form (PRF) or the classification for an individual changed from the current PRF. Please be sure to submit an updated PRF prior to invoicing.

d'Escoto, Inc.-

Exhibit C-3: Please note: **revision not required** either an individual listed on Exhibit C-3 is not listed on the current Payroll Rate Form (PRF) or the classification for an individual changed from the current PRF. **Please be sure to submit an updated PRF prior to invoicing.**

GSG Consultants, Inc.-

<u>Exhibit C-3:</u> Please note: revision not required either an individual listed on Exhibit C-3 is not listed on the current Payroll Rate Form (PRF) or the classification for an individual changed from the current PRF. Please be sure to submit an updated PRF prior to invoicing.

The Roderick Group, Inc. -

<u>Exhibit C-3</u>Please note: revision not required either an individual listed on Exhibit C-3 is not listed on the current Payroll Rate Form (PRF) or the classification for an individual changed from the current PRF. Please be sure to submit an updated PRF prior to invoicing.

CH2M HILL, Inc.-

Contract Review

<u>Exhibit C-3</u>Please note: revision not required either an individual listed on Exhibit C-3 is not listed on the current Payroll Rate Form (PRF) or the classification for an individual changed from the current PRF. Please be sure to submit an updated PRF prior to invoicing.

Juneau Associates, Inc., P.C.-

<u>Exhibit C-3:</u> Please note: revision not required either an individual listed on Exhibit C-3 is not listed on the current Payroll Rate Form (PRF) or the classification for an individual changed from the current PRF. Please be sure to submit an updated PRF prior to invoicing.

Rubinos & Mesia Engineers, Inc. -

<u>Exhibit C-3</u>: Please note: revision not required either an individual listed on Exhibit C-3 is not listed on the current Payroll Rate Form (PRF) or the classification for an individual changed from the current PRF. Please be sure to submit an updated PRF prior to invoicing

2 of 2 5/13/2019



Map This Address

Business & Contact Information

BUSINESS NAME

Lin Engineering, Ltd.

OWNER

Mr. Paul B. Lin

ADDRESS

576 Oakmont Lane

Westmont, IL 60559

PHONE

630-323-5168 Ext. 588

EMAIL

ilin@lineng.com

Certification Information

CERTIFYING AGENCY

City of Chicago

CERTIFICATION TYPE

MBE - Minority Business Enterprise

CERTIFICATION DATE

5/2/2018

RENEWAL DATE

4/30/2019

EXPIRATION DATE

4/30/2019

CERTIFIED BUSINESS

NAICS 541330 Engineering services

DESCRIPTION

NAICS 541370 Surveying and mapping services (except geophysical)

Commodity Codes

Code

Description

NAICS 541330

Engineering services

NAICS 541370

Surveying and mapping services (except geophysical)

Additional Information

CLOSE WINDOW

Map This Address

<u>Print</u>

I-15-4656

Business & Contact Information

BUSINESS NAME

d'Escoto, Inc.

OWNER

Mr. Federico J. d'Escoto

ADDRESS

1200 N Ashland Ave

6th Floor

Chicago, IL 60622

PHONE

312-787-0707

FAX

312-787-7322

EMAIL

FDESCOTO@DESCOTOINC.COM

Certification Information

CERTIFYING AGENCY

City of Chicago

CERTIFICATION TYPE

DBE - Disadvantaged Business Enterprise

CERTIFICATION DATE

5/18/2018

RENEWAL DATE

4/1/2019

EXPIRATION DATE

4/1/2019

CERTIFIED BUSINESS

DESCRIPTION

236210 Construction management, industrial building (except

warehouses)

236220 Construction management, commercial and institutional

building

237110 Construction management, water and sewage treatment plant 237310 Construction management, highway, road, street and bridge

237990 Construction management, mass transit

237990 Construction management, outdoor recreation facility

237990 Construction management, tunnel

541330 Engineering services

541511 Custom Computer Programming Services

541512 CAD (computer-aided design) systems integration design

services

541512 CAE (computer-aided engineering) systems integration design

services

541512 Computer Systems Design Consulting Services

541519 Other Computer Related Services

541611 Administrative and General management Consulting Services



Map This Address

Business & Contact Information

BUSINESS NAME GSG Consultants, Inc.

OWNER Mr. Guillermo Garcia

ADDRESS 855 West Adams Street

Suite 200

Chicago, IL 60607-3019

PHONE **312-733-6262**

FAX **312-733-5612**

EMAIL ggarcia@gsg-consultants.com

Certification Information

CERTIFYING AGENCY City of Chicago

CERTIFICATION TYPE MBE - Minority Business Enterprise

CERTIFICATION DATE 1/31/2018

RENEWAL DATE 3/15/2019

EXPIRATION DATE 12/15/2021

CERTIFIED BUSINESS Lead Abatement Services;Lead and Asbestos Inspection Services;Air

DESCRIPTION Flow Meters; Environmental Consulting

Commodity Codes

Code	Description
NAICS 236220	Construction management, commercial and institutional building
NAICS 237310	Construction management, highway, road, street and bridge
NAICS 238910	Soil test drilling
NAICS 541330	Civil engineering services
NAICS 541380	Geotechnical testing laboratories or services
NAICS 541620	Environmental consulting services
NAICS 541620	Sanitation consulting services

B2Gnow

CLOSE WINDOW

Print

I-15-46Qe

Business & Contact Information

BUSINESS NAME

Rubinos & Mesia Engineers, Inc., DBA RME

OWNER

Mr Dipak S Shah

ADDRESS

200 S. Michigan Ave. - STE 1500

Map This Address

Chicago, IL 60604-3607

PHONE

312-870-6600

FAX

312-663-1473

EMAIL

Dshah@RME-i.com

Certification Information

CERTIFYING AGENCY

Cook County

CERTIFICATION TYPE

MBE - Minority Business Enterprise

CERTIFICATION DATE

6/28/2018

RENEWAL DATE

6/28/2019

EXPIRATION DATE

6/28/2021

CERTIFIED BUSINESS

Professional Services: Engineering and Structural Engineering

DESCRIPTION

Consulting Services; Construction Inspection Services

Commodity Codes

Code Description

NAICS 541330

Construction engineering services

NAICS 541330

Engineering services

NAICS 541330

Engineers' offices

Additional Information

Print

I-15-4/056

Business & Contact Information

BUSINESS NAME

The Roderick Group, Inc., DBA Ardmore Roderick

OWNER

Mr. Rashod Johnson

ADDRESS

1327 West Washington Blvd

Map This Address

Suite 105

Chicago, IL 60607

PHONE

312-795-1400

FAX

773-289-0567

EMAIL

rashod@ardmoreroderick.com

Certification Information

CERTIFYING AGENCY

City of Chicago

CERTIFICATION TYPE

DBE - Disadvantaged Business Enterprise

CERTIFICATION DATE

12/11/2018

RENEWAL DATE

10/15/2019

EXPIRATION DATE

10/15/2023

CERTIFIED BUSINESS

DESCRIPTION

236220 Construction management, commercial and institutional

building

237130 Construction management, power and communication

transmission line

237310 Construction management, highway, road, street and bridge

237990 Construction management, mass transit

541330 Civil engineering services 541330 Engineering design services

541330 Engineering services

541370 Surveying and mapping services (except geophysical)
541611 Administrative Management and General Management

Consulting Services

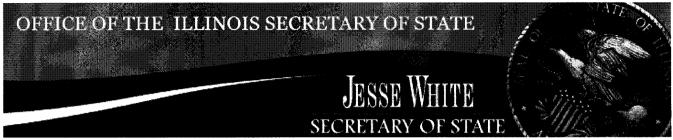
Commodity Codes

Code

Description

NAICS 236220

Construction management, commercial and institutional building



CORPORATION FILE DETAIL REPORT

File Number	38515390			
Entity Name	ALFRED BENESCH & COMPA	NY		
Status	ACTIVE			
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA	
Incorporation Date (Domestic)	02/18/1959	State	ILLINOIS	
Agent Name	ILLINOIS CORPORATION SERVICE C	Agent Change Date	11/04/2010	
Agent Street Address	801 ADLAI STEVENSON DRIVE	President Name & Address	JOHN L CARRATO 35 W WACKER DR STE 3300 CHICAGO IL 60601	
Agent City	SPRINGFIELD	Secretary Name & Address	SCOTT J SMITH SAME	
Agent Zip	62703	Duration Date	PERPETUAL	
Annual Report Filing 02/08/2019 Date		For Year	2019	

Return to the Search Screen

Purchase Certificate of Good Standing

(One Certificate per Transaction)

OTHER SERVICES

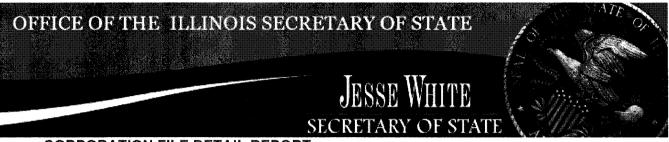
File Annual Report

Adopting Assumed Name

Articles of Amendment Effecting A Name Change

Change of Registered Agent and/or Registered Office Address

BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE



CORPORATION FILE DETAIL REPORT

File Number	56269487			
Entity Name	LIN ENGINEERING, LTD.			
Status	ACTIVE			
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA	
Incorporation Date (Domestic)	02/05/1991	State	ILLINOIS	
Agent Name	FRED MU YUAN LIN	Agent Change Date	10/13/2017	
Agent Street Address	576 OAKMONT LANE	President Name & Address	FRED LIN 5 BAYBROOK CT OAK BROOK IL 60523	
Agent City	WESTMONT	Secretary Name & Address	JOHN LIN 116 ST FRANCIS CT SAME	
Agent Zip	60559	Duration Date	PERPETUAL	
Annual Report Filing Date	01/24/2019	For Year	2019	

Return to the Search Screen

Purchase Certificate of Good Standing

(One Certificate per Transaction)

OTHER SERVICES

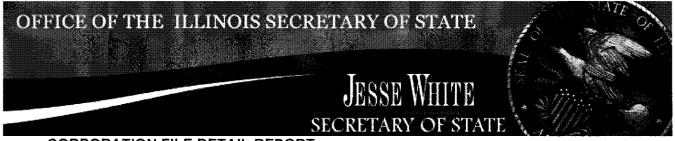
File Annual Report

Adopting Assumed Name

Articles of Amendment Effecting A Name Change

Change of Registered Agent and/or Registered Office Address

BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE



CORPORATION FILE DETAIL REPORT

File Number	54407831					
Entity Name	CHRISTOPHER B. BURKE ENGINEERING, LTD.					
Status	ACTIVE					
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA			
Incorporation Date (Domestic)	10/06/1986	State	ILLINOIS			
Agent Name	CHRISTOPHER B BURKE	Agent Change Date	12/10/1993			
Agent Street Address	9575 W HIGGINS RD 600	President Name & Address	CHRISTOPHER B BURKE 8S201 COLLEGE RD NAPERVILLE 60540			
Agent City	ROSEMONT	Secretary Name & Address	SUSAN S BURKE SAME			
Agent Zip	60018	Duration Date	PERPETUAL			
Annual Report Filing Date	09/05/2018	For Year	2018			

Return to the Search Screen

Purchase Certificate of Good Standing

(One Certificate per Transaction)

OTHER SERVICES

File Annual Report

Adopting Assumed Name

Articles of Amendment Effecting A Name Change

Change of Registered Agent and/or Registered Office Address

BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE

From:

Saintil, Keisha

Sent:

Thursday, March 14, 2019 9:56 AM

To:

Saintil, Keisha

Subject:

Alfred Benesch & Company, Supplement DD, I-15-4656,

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:48 03/14/19

OFFSET: 00 OF 00

ACTION: S

VENDOR NUMBER= **

VENDOR NAME: *

CLAIMING AGENCY NUMBER:

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/14/19 AT 09:54 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *** PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

ENTER=PROCESS,

PF3 = IOCM,

PF12=REFRESH

From:

Saintil, Keisha

Sent:

Thursday, March 14, 2019 9:57 AM

To:

Saintil, Keisha

Subject:

Christopher B. Burke, Engineering, Ltd., Supplement DD, I-15-4656,

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:55 03/14/19

ACTION: S

VENDOR NUMBER= ***

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/14/19 AT 09:55 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *** PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

ENTER=PROCESS,

PF3=IOCM,

PF12=REFRESH

From:

Saintil, Keisha

Sent:

Thursday, March 14, 2019 9:59 AM

To:

Saintil, Keisha

Subject:

Lin Engineering, Ltd. Supplement DD, I-15-4656,

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:58 03/14/19

ACTION: S

VENDOR NUMBER= ***

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/14/19 AT 09:58 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ** PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

ENTER=PROCESS,

PF3 = IOCM,

PF12=REFRESH

From:

Saintil, Keisha

Sent:

Thursday, March 14, 2019 10:01 AM

To:

Saintil, Keisha

Subject:

CH2M Hill Inc., Supplement DD, I-15-4656,

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:58 03/14/19

ACTION: S

VENDOR NUMBER= **

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/14/19 AT 09:58 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

From:

Saintil. Keisha

Sent:

Thursday, March 14, 2019 10:02 AM

To:

Saintil, Keisha

Subject:

d'Escoto, Inc., Supplement DD, I-15-4656,

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

10:00 03/14/19

ACTION: S

VENDOR NUMBER= *

OFFSET: 00 OF 00

VENDOR NAME:

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/14/19 AT 10:00 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.

ENTER=PROCESS,

PF3 = IOCM,

PF12=REFRESH

From:

Saintil, Keisha

Sent:

Thursday, March 14, 2019 10:03 AM

To:

Saintil, Keisha

Subject:

GSG Consultants, Inc., Supplement DD, I-15-4656,

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

10:01 03/14/19

ACTION: S

VENDOR NUMBER= *

OFFSET: 00 OF 00

VENDOR NAME:

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/14/19 AT 10:01 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ** PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/ 10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

ENTER=PROCESS,

PF3 = IOCM,

PF12=REFRESH

From:

Saintil, Keisha

Sent:

Thursday, March 14, 2019 10:03 AM

To:

Saintil, Keisha

Subject:

Juneau Associates, Inc., Supplement DD, I-15-4656

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

10:02 03/14/19

ACTION: S

VENDOR NUMBER=

OFFSET: 00 OF 00

VENDOR NAME:

CLAIMING AGENCY NUMBER:

CLAIMING AGENCY NAME:

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/14/19 AT 10:02 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ** PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/ 10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

ENTER=PROCESS,

PF3=IOCM,

PF12=REFRESH

From:

Saintil, Keisha

Sent:

Thursday, March 14, 2019 10:06 AM

To:

Saintil, Keisha

Subject:

Rubinos & Mesia Engineers, Inc., Supplement DD, I-15-4656,

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

10:02 03/14/19

ACTION: S

VENDOR NUMBER= **

VENDOR NAME:

OFFSET: 00 OF 00

CLAIMING AGENCY NUMBER:

CLAIMING AGENCY NAME:

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/14/19 AT 10:05 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *** PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/ 10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

ENTER=PROCESS,

PF3 = IOCM,

PF12=REFRESH

From:

Saintil, Keisha

Sent:

Thursday, March 14, 2019 10:07 AM

To:

Saintil, Keisha

Subject:

The Roderick Group Inc., Supplement DD, I-15-4656,

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

10:06 03/14/19

ACTION: S

VENDOR NUMBER= ***

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *
CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/14/19 AT 10:06 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ** PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

ENTER=PROCESS,

PF3=IOCM,

PF12=REFRESH

<u>DESIGN SECTION ENGINEER</u> FIRST SUPPLEMENTAL AGREEMENT INCLUDING TEAMING

The Board of Directors, on the 21st day of March, 2019, 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 ABLECB TM, comprised of ALFRED BENESCH & COMPANY / LIN ENGINEERING, LTD. / CHRISTOPHER B. BURKE ENGINEERING, 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 15-2, Item 5, and DESIGN SECTION ENGINEER entered into an agreement on June 21, 2016, to provide design section engineering services (hereinafter "Services"") for Contract No. I-15-4656 for EOWA, I-294 to I-90, Tri-State and Franklin/Green Street; 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 **February 11, 2019**, 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 **June 21**, **2016** ("Original Agreement") and commonly referred to as Contract No. **I-15-4656**, 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

Rev. 1/3/2019 Page 1 of 5 Contract I-15-4656

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.

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-15-4656 for EOWA, I-294 to I-90, Tri-State and Franklin/Green Street 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 III. 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

Rev. 1/3/2019 Page 2 of 5 Contract I-15-4656

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

Rev. 1/3/2019 Page 3 of 5 Contract I-15-4656

Compensation

The upper limit of compensation for said supplemental Services for Contract No. I-15-4656 for EOWA, I-294 to I-90, Tri-State and Franklin/Green Street performed by the DESIGN SECTION ENGINEER under the Original Agreement and including the services set forth herein, is hereby increased from \$ 24,442,011.52 by \$ 4,800,000.00 to \$ 29,242,011.52.

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

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

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

ARTICLE VII

EXPATRIATED ENTITIES

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

Rev. 1/3/2019 Page 4 of 5 Contract I-15-4656

IN WITNESS WHEREOF, the parties hereto have executed this **FIRST** SUPPLEMENTAL AGREEMENT for **I-15-4656** the day and year first above written.

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY	ABLECB TM ALFRED BENESCH & COMPANY / LIN ENGINEERING, LTD. / CHRISTOPHER B. BURKE, LTD.				
By	Sr. Vice President-signature Date Alfred Benesch & Company				
APPROVED: 5/20/19	Kevin J. Fitzpatrick Printed Name as Signed Above 3/18/2019				
Chief Financial Officer – Signature Date Michael Colsch	President-Signature Date Lin Engineering, Ltd.				
APPROVED:	Printed Name as Signed Above				
General Counsel – Signature Date	President-Signature Date Christopher B. Burke, Ltd.				
	Printed Name as Signed Above				
Approved as to Form and Constitutionality					
	5-14-69				
Attorney General, State of Illinois - Signature Date					

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

FOR CONTRACT NUMBER I-15-4656

This proposal, dated <u>February 11, 2019</u>, is submitted by <u>ABLECB TM</u>, a teaming of <u>Alfred Benesch & Company</u>, <u>Lin Engineering</u>, <u>Ltd.</u>, & <u>Christopher B. Burke Engineering Ltd.</u> of <u>Chicago</u>, <u>Illinois</u> for Design Section Engineer's Service.

DESCRIPTION/LOCATION OF DESIGN SECTION

The location of the construction Contract <u>I-15-4656</u> for which we propose to provide Design Section Engineering Services is <u>EOWA, I-294 to I-90, TriState and Franklin/Green Street</u>, in <u>Cook</u> 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.

<u>PAYROLL COSTS AND MULTIPLIER</u> - 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

Rev. 3/1/2017 Page 1 of 5 **EXHIBIT "1"**

PAGE ____OF _EXHIBIT "1" Page **1** of **201**

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 \$ 24,442,011.52 by \$ 4,800,000.00 to \$ 29,242,011.52.

RECORD RETENTION AND AUDIT - In compliance with the Illinois Procurement Code (30 III. 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.

Rev. 3/1/2017 Page 2 of 5 **EXHIBIT "1"**

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.

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

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

PARTIAL PAYMENTS

Page 3 of 5 EXHIBIT "1"

PAGE ____OF EXHIBIT "1"

Page 3 of 201

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.

Rev. 3/1/2017 Page 4 of 5 EXHIBIT "1"

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

CONTRACT I-15-4656

SUBMITTED BY:

FIRM NAME:

Alfred Benesch & Company

ADDRESS:

33 West Wacker Dr. Suite 3300

CITY, STATE &

ZIP CODE:

Chicago, Illinois 60601

TELEPHONE:

312-565-0450

FACSIMILE:

312-565-2497

SIGNED BY:

PRINTED NAME: Elizabeth Gallagher

TITLE:

Senior Vice President

Rev. 3/1/2017

Page 5 of 5

EXHIBIT "1"

PAGE ____OF EXHIBIT "1" Page 5 of 201

CMURPHY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/18/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

t	f SUBROGATION IS WAIVED, subject his certificate does not confer rights to	o the cert	tificate holder in lieu of s	uch endorsement(s).	•		
PRODUCER Ames & Gough			CONTACT NAME:					
				PHONE (A/C, No, Ext): (617) 328-6555 FAX (A/C, No):(617) 328-6888				
	Willard Street te 320			E-MAIL ADDRESS: boston			11 - 11 - 1	
	incy, MA 02169					RDING COVERAGE	NAIC#	
						77.7	NAIC#	
						ity Co. of America A++, X		
IN5	URED			INSURER B : Travel	a 25674			
	Alfred Benesch & Company			INSURER C: Phoenix Insurance Company A+, XV 25623				
	35 West Wacker Drive, Suite	3300		INSURER D : Berkshire Hathaway Specialty Insurance Company 22276				
	Chicago, IL 60601			INSURER E :				
				INSURER F :				
CC	VERAGES CER	TIFICATI	E NUMBER:			REVISION NUMBER:		
II C	HIS IS TO CERTIFY THAT THE POLICIE NDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	PERTAIN POLICIES	ENT, TERM OR CONDITION, THE INSURANCE AFFOR LIMITS SHOWN MAY HAVE	ON OF ANY CONTR RDED BY THE POLI EBEEN REDUCED B	ACT OR OTHE CIES DESCRIE Y PAID CLAIMS	R DOCUMENT WITH RESPECT BED HEREIN IS SUBJECT TO A S.	TO WHICH THIS	
LTR		ADDL SUBF	POLICY NUMBER	POLICY EFF (MM/DD/YYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
Α	X COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$	1,000,000	
	CLAIMS-MADE X OCCUR	Х	630-0D870755	5/31/2018	5/31/2019	DAMAGE TO RENTED PREMISES (Ea occurrence) \$	1,000,000	
		1				MED EXP (Any one person) \$	10,000	
						PERSONAL & ADV INJURY \$	1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:	i					2,000,000	
	POLICY X PRO X LOC					GENERAL AGGREGATE \$	2,000,000	
	OTHER:					PRODUCTS - COMP/OP AGG \$	_,,,,,,,,	
В	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$	1,000,000	
	X ANY AUTO	х	BA-1E721939	5/31/2018	5/31/2019	BODILY INJURY (Per person) \$		
OWNE	OWNED SCHEDULED AUTOS X HIRED ONLY X NON-OWNED		!			BODILY INJURY (Per accident) \$		
	X HUTOS ONLY X MONSOWNED					PROPERTY DAMAGE (Per accident) \$		
В	X UMBRELLA LIAB X OCCUR						2,000,000	
	EXCESS LIAB CLAIMS-MADE		ZUP-15P01416	5/31/2018	5/31/2019		2,000,000	
						AGGREGATE \$	2,000,000	
С					:	\$ PEP OTH		
·	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		UD EKZONOC	E/04/0040	E10410040	X PER OTH-		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A	UB-5K723986	5/31/2018	5/31/2019	E.L. EACH ACCIDENT \$	1,000,000	
						E.L. DISEASE - EA EMPLOYEE \$	1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT \$	1,000,000	
D	Professional Liab		47-EPP-305297-01	5/31/2018	5/31/2019	Per Claim	2,000,000	
D	;		47-EPP-305297-01	5/31/2018	5/31/2019	Aggregate	2,000,000	
ke: Ser The	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL Benesch Project No. 10555 (PM: R. Tha vices (PSB 15-2, Item 5) Illinois State Toll Highway Authority sha eral and Auto Liability is Primary and No	ady); Com	ed as additional insured w	WA, 1-294 to 1-90- 11	n-State and Fr	anklin/Green Street, Phase II E	•	
CE	RTIFICATE HOLDER			CANCELLATION	N			
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.					

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORA TONH IN 1984 teserved.

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

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
- **B. BLANKET ADDITIONAL INSURED**
- C. EMPLOYEE HIRED AUTO
- D. EMPLOYEES AS INSURED
- E. SUPPLEMENTARY PAYMENTS INCREASED LIMITS
- F. HIRED AUTO LIMITED WORLDWIDE COV-ERAGE – INDEMNITY BASIS
- G. WAIVER OF DEDUCTIBLE GLASS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS 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 – COVERED AUTOS 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 Covered Autos Liability Coverage, but only for damages to which

- H. HIRED AUTO PHYSICAL DAMAGE LOSS OF USE INCREASED LIMIT
- I. PHYSICAL DAMAGE TRANSPORTATION EXPENSES INCREASED LIMIT
- J. PERSONAL PROPERTY
- K. AIRBAGS
- L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
- M. BLANKET WAIVER OF SUBROGATION
- N. UNINTENTIONAL ERRORS OR OMISSIONS

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

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

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

- The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSI-NESS AUTO CONDITIONS:
 - **b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
 - Any covered "auto" you lease, hire, rent or borrow; and
 - (2) Any covered "auto" hired or rented by your "employee" under a contract in an "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 – COVERED AUTOS 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

- The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABIL-ITY 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.
- The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABIL-ITY 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 COV-ERAGE – 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 Covered Autos 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., Limits Of Insurance, of SECTION II - COVERED AUTOS 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., Limits Of Insurance, of SECTION II COVERED AUTOS 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 PROPERTY

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

Personal Property

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

(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 Property 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;
- 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".

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

COMMERCIAL AUTO

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Any person or organization that:

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

is an insured, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:
 - (1) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:
 - (a) The Additional Insured Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
 - (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

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

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

- (a) The Additional Insured Owners, Lessees or Contractors — Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured — Owners, Lessees or Contractors — Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or
- (b) Either or both of the following: the Additional Insured — Owners, Lessees or Contractors — Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured — Owners, Lessees or Contractors — Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

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

- (3) If neither Paragraph (1) nor (2) above applies:
 - (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; and
 - (b) The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

- 2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured will be limited to such minimum required limits of liability. For the purposes of determining whether this limitation applies, the minimum limits of liability required by the "written contract requiring insurance" will be considered to include the minimum limits of liability of any Umbrella or Excess liability coverage required for the additional insured by that "written contract requiring insurance". This endorsement will not increase the limits of insurance described in Section III - Limits Of Insurance.
 - b. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities.
 - c. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured during the policy period.
- 3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured under which that person or organization qualifies as a named insured, and we will not share with that other insurance. But the insurance provided to the additional insured by this endorsement still is excess over any valid

- and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.
- 4. As a condition of coverage provided to the additional insured by this endorsement:
 - a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to other insurance available to the additional insured which covers that person or organization as a named insured as described in Paragraph 3. above.
- 5. The following is added to the **DEFINITIONS** Section:

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARCHITECTS, ENGINEERS AND SURVEYORS INDUSTRYEDGE SM 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
- B. Incidental Medical Malpractice
- C. Reasonable Force Bodily Injury Or Property Damage
- D. Non-Owned Watercraft Increased To Up To 75 feet
- E. Aircraft Chartered With Pilot
- F. Extension Of Coverage Damage To Premises Rented To You
- G. Personal Injury Assumed by Contract
- H. Increased Supplementary Payments
- Additional Insured Owner, Manager Or Lessor Of Premises
- J. Additional Insured Lessor Of Leased Equipment
- K. Additional Insured State Or Political Subdivisions - Permits Relating To Premises
- L. Additional Insured State Or Political Subdivisions – Permits Relating To Operations

- M. Who is An Insured Newly Acquired Or Formed Organizations
- N. Injury To Co-Employees And Co-Volunteer Workers
- O. Medical Payments Limit
- P. Knowledge And Notice Of Occurrence Or Offense
- Q. Other Insurance Condition
- R. Unintentional Omission
- S. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Contract
- T. Amended Bodily Injury Definition
- U. Amended Insured Contract Definition -- Railroad Easement
- V. Additional Definition Written Contract Requiring Insurance

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. However, 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

 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

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.

- 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.
- 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.

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
 - 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.
 - 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

 The following replaces the last paragraph of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAM-AGE 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 – LIM-ITS 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;
 - 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.
- The following replaces Paragraph a. of the definition of "insured contract" in the DEFINI-TIONS 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 - COV-ERAGES - 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

- The following replaces Paragraph 1.b. of SUPPLEMENTARY PAYMENTS - COVER-AGES A AND B of SECTION I - COVER-AGES:
 - 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.

- The following replaces Paragraph 1.d. of SUPPLEMENTARY PAYMENTS - COVER-AGES A AND B of SECTION I - COVER-AGES:
 - 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
 - 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.
- 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
 - 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.
- 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.

 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 POLITI-CAL 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 POLITI-CAL 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:

- "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- "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 period, 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:

- 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.
- 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 OCCUR-RENCE OR OFFENSE

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

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

 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.

The following definition is added to SECTION V – DEFINITIONS:

"Other insurance":

- 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.
- 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

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.

- 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 RE-COVERY 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:
- 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

- Subparagraph c. of the definition of "insured contract" in the **DEFINITIONS** Section is replaced by the following:
 - c. Any easement or license agreement;
- 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 **DEFINI-TIONS** 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:

- 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.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

OTHER INSURANCE - ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), Paragraph 4. (Other Insurance), is amended as follows:

 The following is added to Paragraph a. Primary Insurance:

However, if you specifically agree in a written contract or written agreement that the insurance provided to an 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 that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

 The "bodily injury" or "property damage" for which coverage is sought occurs; and The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

subsequent to the signing and execution of that contract or agreement by you.

- The first Subparagraph (2) of Paragraph b. Excess Insurance regarding any other primary insurance available to you is deleted.
- The following is added to Paragraph b. Excess Insurance, as an additional subparagraph under Subparagraph (1):

That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/20/2019

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

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

C	ertificate holder in lieu of such endor	seme	nt(s)								
	DUCER				CONTACT NAME: Shawna Zamora						
As:	surance Agency, Ltd. e Century Centre			-		, Ext); (847) 40	63-7120	i	FAX (A/C, No):	(847) 4	40-9127
	50 E. Golf Road			1.5	-MAII	ss: szamora(_	gency.com	p ,		
Sci	haumburg, IL 60173							DING COVERAGE		Ī	NAIC#
				11	INSURER A : Starr Surplus Lines Insurance Company						
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/20/2019

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PRO	PRODUCER CONTACT Gail Pope									
Don	ne Insurance Group, Inc				PHONE (A/C, N	, Ext): (708) 4	29-3100	FAX (A/C, No)	(708)	429-3105
777	7 W. 159th Street				E-MAIL ADDRE	ss. Gail.Pope	@Donnelnsur			-
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Illinois State Toll Highway Authority

2700 Ogden Avenue

Downers Grove

IL 60515

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

 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, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

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

- e. This insurance 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.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the 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 does not increase the limits of insurance described in Section III Limits Of Insurance.

- h. 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 applies 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.
- 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 organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over 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.

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We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

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

"Written contract requiring insurance" means that part of any written contract 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 you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00)-01

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ALL PERSONS OR ORGANIZATIONS THAT ARE PARTIES TO A CONTRACT THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT, PROVIDED YOU EXECUTED THE CONTRACT BEFORE THE LOSS.

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

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
- **B. BLANKET ADDITIONAL INSURED**
- C. EMPLOYEE HIRED AUTO
- D. EMPLOYEES AS INSURED
- E. SUPPLEMENTARY PAYMENTS -- INCREASED LIMITS
- F. HIRED AUTO LIMITED WORLDWIDE COV-ERAGE - INDEMNITY BASIS
- G. WAIVER OF DEDUCTIBLE GLASS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS 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 - COVERED AUTOS 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 Covered Autos Liability Coverage, but only for damages to which

- H. HIRED AUTO PHYSICAL DAMAGE LOSS OF USE INCREASED LIMIT
- I. PHYSICAL DAMAGE TRANSPORTATION EXPENSES INCREASED LIMIT
- J. PERSONAL PROPERTY
- K. AIRBAGS
- L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
- M. BLANKET WAIVER OF SUBROGATION
- N. UNINTENTIONAL ERRORS OR OMISSIONS

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

 The following is added to Paragraph A.1., Who is An insured, of SECTION II – COV-ERED AUTOS LIABILITY COVERAGE:

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

- The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSI-NESS AUTO CONDITIONS:
 - 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 an "employee's" name, with your

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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 – COVERED AUTOS 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

- The following replaces Raragraph A.2.a.(2), of SECTION II - COVERED AUTOS LIABIL-ITY 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
- The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABIL-ITY 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 COV-ERAGE - 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 Covered Autos 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., Limits Of Insurance, of SECTION II — COVERED AUTOS 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., Limits Of Insurance, of SECTION II COVERED AUTOS 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.

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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 PROPERTY

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

Personal Property

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

(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 Property 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;
- 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".

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

Page 3 of 4

COMMERCIAL AUTO

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.

ACORD...

CERTIFICATE OF LIABILITY INSURANCE

3/21/2019

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

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and continuate accounts a	ing ringinite to the continuous monder in in	ou or outer critical control of the	
PRODUCER		CONTACT Nicole Larsen	
Greyling Ins. Brokerage/EPIC		PHONE (A/C, No, Ext): 770-552-4225 FAX (A/C, No): 860	6-550-4082
3780 Mansell Rd. Suite 370		E-MAIL ADDRESS: Nicole.Larsen@greyling.com	
Alpharetta, GA 30022		INSURER(S) AFFORDING COVERAGE	NAIC#
		INSURER A : Sentinel Insurance Company	11000
INSURED		INSURER B : Hartford Accident & Indemnity Company	22357
Lin Engineering Ltd.		INSURER C : Berkley Insurance Company	32603
576 Oakmont Lane		INSURER D :	
Westmont, IL 60559		INSURER E :	
		INSURER F:	
COVERAGES	CERTIFICATE NUMBER: 18-19	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. ADDL SUBR POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) TYPE OF INSURANCE LIMITS POLICY NUMBER X COMMERCIAL GENERAL LIABILITY Α 20SBWIT6191 12/10/2018 12/10/2019 EACH OCCURRENCE s 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) X OCCUR s 1,000,000 CLAIMS-MADE

s 10.000 MED EXP (Any one person) s1.000.000 PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER \$2,000,000 GENERAL AGGREGATE POLICY X PRO-PRODUCTS - COMP/OP AGG \$2,000,000 OTHER: 12/10/2018 12/10/2019 COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY 20UEGKQ8293 <1.000,000 BODILY INJURY (Per person) Χ ANY AUTO SCHEDULED OWNED AUTOS ONLY BODILY INJURY (Per accident) s AUTOS NON-OWNED AUTOS ONLY PROPERTY DAMAGE HIRED AUTOS ONLY Х S (Per accident) UMBRELLA LIAB 12/10/2018 12/10/2019 EACH OCCURRENCE Х X OCCUR 20SBWIT6191 \$8,000,000 **EXCESS LIAB** CLAIMS-MADE \$8,000,000 AGGREGATE X RETENTION \$10000 DED WORKERS COMPENSATION 12/10/2018 12/10/2019 X STATUTE R 20WBGAS1117 AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT s1,000,000 N N/A E.L. DISEASE - EA EMPLOYEE \$1,000,000 (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT | \$1,000,000 Professional AEC902789300 12/10/2018 12/10/2019 Per Claim \$2,000,000 Liability Aggregate \$2,000,000

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

Re: Contract: I-15-4656; Continued preparation for Barrier Warrant Analysis, Pavement Marking and Signing Plans, Erosion Control Plans, Surveying Support, and other Design Engineering tasks not anticipated in original contract.

Illinois State Toll Highway Authority is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation & professional liability where required by written (See Attached Descriptions)

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

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	DESCRI	PTIONS (Con	tinued from F	age 1)	
contract. Waiver of Subr	ogation is applicable wh	ere required by writ	ten contract & allow	ed by law.	

POLICY NUMBER: 20UEGKQ8293 INSURED: Lin Engineering Ltd.

ADDITIONAL COVERAGES WHEN REQUIRED BY WRITTEN CONTRACT

This is a summary of the coverage provided under the following form (complete form available):

COMMERCIAL AUTOMOBILE COVERAGE FORM HA 99 16 03 12

Additional Insured if Required by Contract

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who is and Insured with regard to the ownership, maintenance or use of a covered "auto."

Primary and Non-Contributory

Only with respect to insurance provided to an additional insured in 1.D. – Additional Insured If Required by contract, the following provisions apply:

- 1) Primary Insurance When Required By Contract: This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance Clause.
- 2) Primary and Non-Contributory To Other Insurance When Required By Contract: If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.
 - Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

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

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

We will share the remaining loss, if any, by method described in Other Insurance 5.d.

Waiver of Subrogation

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payment we make for damages under the Coverage Form.

Rev 7.15 Page 1 of 1.

This page has been left blank intentionally.

POLICY NUMBER: 20SBWIT6191
INSURFD: Lin Engineering Ltd.

ADDITIONAL COVERAGES BY WRITTEN CONTRACT, AGREEMENT OR PERMIT

This is a summary of the coverage provided under the following form (complete form available):

BUSINESS LIABILITY COVERAGE FORM SS 00 08 04 05

Additional Insured When Required by Written Contract, Written Agreement or Permit

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products completed operations hazard".

The person(s) or organization(s) are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under the provision only for that period of time required by the contract, agreement or permit.

With respect to the insurance afforded to the additional insured, this insurance does not apply to: "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specification: or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

When You Add Others As An Additional Insured To This Insurance: That is other insurance available to an additional insured. However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

- (a) Primary Insurance When Required By Contract: This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.
- (b) Primary And Non-Contributory To Other Insurance When Required By Contract: If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

c. Method Of Sharing

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

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

Waiver of Subrogation

If you have waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided you waived your rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage

POLICY NUMBER: 20WBGAS1117



Lin Engineering Ltd.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number:

Endorsement Number:

Effective Date:

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address:

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

NA

ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER OF RIGHTS FROM US.

Cou		

Authorized Representative

Form WC 00 03 13 Printed in U.S.A.

Process Date: 1

Policy Expiration Date:

EXHIBIT "1" Page **41** of **201**

Contract Information Sheet

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

Joint Venture / Team:	ABLECB_TM	_
Lead Partner:	Alfred Benesch & Company	-
2nd Partner:	Lin Engineering, Ltd	-
3rd Partner:	Christopher B. Burke Eng. Ltd	-
Contract Number:	<i>I-15-4656</i>	<u>-</u>
Proposal Date:	2/11/2019	-
Exhibit Pointers	Editable cells in each exhibit are underlined in red	<u>-</u>
	Notes and guidance for each exhibit are on the right of the ex	xhibits in yellow text boxes

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

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7
Re

Contract Number:	1-15-	1-15-4656			Joint	Joint Venture / Team:	/ Team: _			ABLE	ABLECB_TM		
				EXHIE	EXHIBIT A: ESTIMATED TASK WORK HOURS	IIMATED	TASKV	VORK HC	URS				
									Gra	nd Total	Grand Total Exhibit A Hours	A Hours	22,648
					Ž	MONTHS of VEAD 2010	- C V II V II V II V II V II V II V II V	1 040					TOTAL
TASK	Jan	Feb	Mar	Apr	№			S P I	Sen	150	NO.	٦٩	TOOLS
Contract S01-B					455	455	280	280	280	180	180	180	2290
Contract S05					80	8	8	8	8	8	8	8	640
Contract S06					1453	1453	1453	1453	1453	1453	1453	853	11024
Contract S26					724	724	724	724	724	628	280	280	4808
TOTALS					2712	2712	2537	2537	2537	2341	1993	1393	18762

EXHIBIT "1" Page **43** of **201**

		Joint Venture /			
Contract No.:	<u>l-15-4656</u>	Team:	ABLECB_	TM	
	EXHI	BIT B: FEE CALCULATION	<u>ons</u>		
A. DIRECT LABO)P (i4b4 4!)				
A. DINEOT EADO	// (without overtime)				
	22,648.00	_\$ 46.63	TOTAL DIRECT SALARY	\$	1,056,050.80
	(Total Work Hours from Exhibit C-2)	(Average Hourly Rate: Total Direct Salary divided by			.,,000,000.00
		Total Work Hours)			
	tiplier to be used on this project: \lowable Multiplier = (2.8 DSE) (2			Management (1997)	2.80
	DIRECT	REGULAR SALARY TIM	IES MULTIPLIER	\$	2,956,942.24
R REIMBURSAR	LE DIRECT COSTS NO	T ELIGIPI E EOD DOCE	ıT		
	al for Joint Venture/Team listed a		11		
			TOTAL DIRECT COSTS	\$	14,775.90
C. SERVICES BY	OTHERS				•
Tota	al Allowable Fee DBE/MBE/WBE	Subconsultant (from Exhibit H) _	\$ 673,548.75		
Total Allowable	Fee Non-DBE/MBE/WBE Subco	nsultant (from Exhibit H (cont))	\$1,154,733.11		
			<u> </u>		
		TOTAL	. SERVICES BY OTHERS	\$	1,828,281.86
				-	1,020,201.00
D. ADDITIONAL S	SERVICES (Prime Consultant	***			
ADDITIONAL S	ERVICES (Subconsultants)	(Requires prior	authorization before use)		
ADDITIONAL O	ETT TO EO (Subconsultants)	(Requires prior	authorization before use)		
			•	_	
			ADDITIONAL SERVICES authorization before use)	\$	-
		, -4 p			
E. MAXIMUM ALL	OWABLE FEE (Upper Limit	t of Compensation)		\$	4,800,000.00

4,800,000.00

Contract No.:	I-15-4656	Lead Partner:		Alfred Benesch 8	Comp	oany	
	<u>EXHIB</u>	IT B: FEE CAL	CULA ⁻	<u>TIONS</u>			
A. DIRECT LABO	OR (without overtime)						
	15,320.00 X (Total Work Hours from Exhibit C-2)	\$ 46.79 (Average Hourly Rate from Exhibit C-2)	-	TOTAL DIRECT SALAR	/_\$	716,822.80	<u>)</u>
	itiplier to be used on this project: Allowable Multiplier = (2.8 DSE) (2.	5 or 2.8 CM) (2.5 PM	O)			2.8	0
	DIRECT F	REGULAR SAL	ARY T	IMES MULTIPLIER	\$	2,007,103.84	1
	BLE DIRECT COSTS NOT r Consultant listed above.)	ELIGIBLE FO	R PRO	DFIT			
				TOTAL DIRECT COSTS		\$13,744.69	<u>}</u>
C. SERVICES BY	OTHERS						
Tot	tal Allowable Fee DBE/MBE/WBE \$	Subconsultant (from	Exhibit I	H) See JV summary	_		
Total Allowabi	le Fee Non-DBE/MBE/WBE Subcor	nsultant (from Exhib	it H (cont	t)) See JV summary	_		
			TO ⁻	TAL SERVICES BY OTHERS	See J	IV summary	
D. ADDITIONAL	SERVICES (Prime Consultant		quires pi	See JV summary			
ADDITIONAL S	SERVICES (Subconsultants)	(Re	quires pi	See JV summary rior authorization before use	-)		
		(Re		TAL ADDITIONAL SERVICES rior authorization before use		V summary	
E. MAXIMUM ALI	LOWABLE FEE (Upper Limit	t of Compensation)			\$	2,020,848.53	<u>;</u>

Contract No.:	I-15-4656	2nd Partner: _	Lin Engineeri	ng, Ltd
	<u>EXH</u>	IBIT B: FEE CALC	<u>ULATIONS</u>	
A. DIRECT L	ABOR (without overtime)			
	3,600.00 (Total Work Hours from Exhibit C-2)	X \$ 47.63 (Average Hourly Rate from Exhibit C-2)	= TOTAL DIRECT SALARY	171,468.00
	Multiplier to be used on this projec Allowable Multiplier = (2.8 DSE)			2.80
			RY TIMES MULTIPLIER	\$ 480,110.40
B. REIMBUR	SABLE DIRECT COSTS NO (For Consultant listed above.)	OT ELIGIBLE FOR	PROFIT	
			TOTAL DIRECT COSTS	\$1,031.21
C. SERVICES	B BY OTHERS			
	Total Allowable Fee DBE/MBE/WB	E Subconsultant (from E	xhibit H) See JV summary	-
Total Allo	owable Fee Non-DBE/MBE/WBE Subo	consultant (from Exhibit I	H (cont)) See JV summary	-
			TOTAL SERVICES BY OTHERS	See JV summary
D. ADDITION	AL SERVICES (Prime Consulta	•	See JV summary	-
ADDITION	AL SERVICES (Subconsultants		ires prior authorization before use) See JV summary	_
		(Requ	ires prior authorization before use)	
		(Rеди	TOTAL ADDITIONAL SERVICES tires prior authorization before use)	
E. MAXIMUM	ALLOWABLE FEE (Upper Lit	mit of Compensation)		\$ 481,141.61

Contract No.:	I-15-4656	3rd Partne	r:	Christopher B. Burk	ke Eng. L	td
	EXHI	BIT B: FEE CA	ALCULATION	<u>s</u>		
A. DIRECT LABO	R (without overtime)					
	3,728.00 (Total Work Hours from Exhibit C-2)	X \$ 45.0 (Average Hou Rate from Exh C-2)	rly	OTAL DIRECT SALARY	\$	167,760.00
	iplier to be used on this project llowable Multiplier = (2.8 DSE) (PMO)	-		2.80
			·	MULTIPLIER	\$	469,728.00
	LE DIRECT COSTS NO Consultant listed above.)	OT ELIGIBLE F	OR PROFIT			
			т	OTAL DIRECT COSTS		
C. SERVICES BY	OTHERS					
Tota	al Allowable Fee DBE/MBE/WB	E Subconsultant (fr	om Exhibit H) <u>Se</u>	e JV summary		
Total Allowable	Fee Non-DBE/MBE/WBE Subc	onsultant (from Ex	nibit H (cont)) <u>Se</u>	e JV summary		
			TOTAL SE	ERVICES BY OTHERS	See JV s	ummary
D. ADDITIONAL S	SERVICES (Prime Consultar	•		e JV summary		
ADDITIONAL S	ERVICES (Subconsultants))	See	UV summary thorization before use)		
		(DITIONAL SERVICES (thorization before use)	See JV sı	ummary
E. MAXIMUM ALL	OWABLE FEE (Upper Lin	nit of Compensatio	n)	_	\$	469,728.00

EXHIBIT F

Contract No. I-15-4656

ABLECB_TM

SCOPE OF SERVICES

Modifications to the applicable portions of the DSE scope of work for additional design services requiring an increased level of effort as result of the following:

- 1.) I-294 Scope and Schedule Modifications
- 2.) Contract Packaging Changes
- 3.) Tollway Design Standard and Pavement Design Updates
- 4.) I-294 at County Line Road Exit Ramp Location Changes

Rev. 6/2016 Version 16

Contract No.:	1-15-4656	Joint Venture / Team:	ABLECB_TM

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.

n		MD	EAA	/RF	QII	BC	ON	ICII	II TA	۸NT	re
ы	-//	VI D	E/W	<i>1</i> DE		m.	LIN			4 N	

1	d'Escoto			7			<u></u>
	Direct Labor	\$ 96,208.00			Direct Labor		
	Direct Costs	\$ 5.90			Direct Costs	\$ -	
	Services by Others				Services by Others	\$ -	*******
	Additional Services **				Additional Services **	\$ -	
	Total this Subconsultant (ULC)		\$ 96,213.90		Total this Subconsultant (ULC)		_\$
2	GSG Consutlants, Inc.			8			
	Direct Labor	\$ 146,097.84			Direct Labor	····	
	Direct Costs	\$ 94,471.56			Direct Costs	\$ -	
	Services by Others				Services by Others	\$ -	
	Additional Services **				Additional Services **	\$ -	
	Total this Subconsultant (ULC)	-	\$ 240,569.40		Total this Subconsultant (ULC)		\$ -
3	The Roderick Group, Inc.			9			
	Direct Labor	\$ 96,175.72			Direct Labor		
	Direct Costs	\$ 47.00			Direct Costs	\$ -	
	Services by Others	<u> </u>			Services by Others	<u> </u>	
	Additional Services **	_\$ -			Additional Services **	_\$	_
	Total this Subconsultant (ULC)		\$ 96,222.72		Total this Subconsultant (ULC)		\$ -
4	Rubinos & Mesa, Inc.			10			
	Direct Labor	\$ 240,441.60			Direct Labor	***************************************	<u> </u>
	Direct Costs	\$ 101.13			Direct Costs	\$ -	
	Services by Others	<u> </u>			Services by Others	\$ -	<u>. </u>
	Additional Services **	\$ -			Additional Services **	\$ -	
	Total this Subconsultant (ULC)		\$ 240,542.73		Total this Subconsultant (ULC)		\$ -
5				11			
	Direct Labor				Direct Labor		AAAAAAA
	Direct Costs	<u>\$ · -</u>			Direct Costs	\$ -	*****
	Services by Others	\$ -			Services by Others	\$ -	
	Additional Services **	_\$			Additional Services **	\$ -	
	Total this Subconsultant (ULC)	-	\$ -		Total this Subconsultant (ULC)		\$ -
6				12			
	Direct Labor				Direct Labor		
	Direct Costs	<u> </u>			Direct Costs	\$ -	
	Services by Others	<u>s - </u>			Services by Others	\$ -	*****
	Additional Services **	_\$			Additional Services **	\$ -	 -
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$ -

TOTAL DBE/MBE/WBE Subconsultants:	\$ 673,548.75

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 673,548.75

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 14.03% DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services):

EXHIBITY / Teaming

Projec	et No	

loint	Vantur	e / Team:
JOHI	ventur	e/ream:

Α	В	LE	CB	ı T	М

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	CH2MHill, Inc.			_		6			
	Direct Labor	\$	1,058,479.38	_			Direct Labor		_
	Direct Costs	\$	25.97	_			Direct Costs	\$ -	
	Services by Others			-			Services by Others	<u>\$</u>	
	Additional Services **			_			Additional Services **	\$ -	_
	Total this Subconsultant (ULC)			\$	1,058,505.35		Total this Subconsultant (ULC)		_\$
2	Juneau Associates, Inc., PC		***	-		7			_
	Direct Labor	\$	90,704.54	-			Direct Labor	\$ -	_
	Direct Costs	\$	5,523.22	-			Direct Costs	\$ -	_
	Services by Others			_			Services by Others	\$ -	
	Additional Services **			_			Additional Services **	\$ -	_
	Total this Subconsultant (ULC)			_\$_	96,227.76		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 **	\$	<u>-</u>	_			Additional Services **	\$ -	_
	Total this Subconsultant (ULC)			\$			Total this Subconsultant (ULC)		\$ -
5				_		10			_
	Direct Labor			-			Direct Labor	\$ -	_
	Direct Costs	\$	-	_	•		Direct Costs	\$ <u>-</u>	
	Services by Others	\$		-			Services by Others	<u> </u>	_
	Additional Services **	_\$_	-	-			Additional Services **	\$ -	_
	Total this Subconsultant (ULC)			_\$_	-		Total this Subconsultant (ULC)		\$

*	Additional	services	funds re	auire prio	r authorization	hefore use
	Additional	SCI VICES	iuiiua i c	quire prio	i autitorization	Deloie dae

TOTAL Non-DBE/MBE/WBE Subconsultants:	s	1,154,733.11
TO THE HOLL DELINEE THE CONCOLIGENCE.	~	1,10-,,000.11

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

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 1,154,733.11

Contract Information Sheet

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

Consultant Name:	Alfred Benesch & Company
Contract Number:	I-15-4656
Proposal Date:	2/11/2019
Exhibit Pointers	Editable cells in each exhibit are underlined in red
	Notes and guidance for each exhibit are on the right of the exhibits in yellow text boxe

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

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EXHIBIT "1" Page **53** of **201**

SOI-B SOI-	Contract Number:	1-15	1-15-4656				S	Consultant:		Alfı	Alfred Benesch & Company	ch & Com	pany
Solution Solution					EXHIE	3IT A: ES	TIMATE	D TASK 1	NORK H	OURS			
Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov De										Gra	nd Total	Exhibit	A Hours
Solution Sep Mar Apr May Jun Jul Aug Sep Oct Nov Dec Solution					Σ	ONTHS	of YEAR	2019			:		
SSOF SOF TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
S26 1200	Contract S01-B					200	200		200	200	100	100	100
S26 400 400 400 400 300 200 S26 400 400 400 400 300 200 S26 50 50 50 50 50 S27 50 50 50 50 50 S27 50 50 50 50 50 S28 50 50 50 50 50 S29 50 50 50 50 50 50 S29 50 50 50 50 50 50 50 S29 50 50 50 50 50 50 50 50 50 S29 50 50 50 50 50 50 50 50 50 50 50	Contract S06					1200	1200		1200	1200	1200	1200	009
	Contract S26					400	400		400	400	300	200	200
	The state of the s												
1800 1800 1800 1600 1600 1600				***************************************									
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1800 1800 1800 1800 1500													
1800 1800 1800 1800 1500													
1800 1800 1800 1800 1500													
1800 1800 1800 1800 1600 1500													
	TOTALS					1800	1800	1800	1800	1800	1600	1500	006

15,320 TOTAL HOURS

1300 9000 2700

100 200 200

Contract Number:	1-15-4656	4656				Co	Consultant:		AIF	red Benes	Alfred Benesch & Company	pany	
	_			EXHIE	EXHIBIT A: ESTIMATED TASK WORK HOURS	TIMATE) TASK I	NORK H	ours			•	•
				:	Σ	ONTHS (MONTHS of YEAR 2020	2020					TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Contract S01-B	100	100	120										320
Contract S06	009	009	300										1500
Contract S26	200	200	100										200
The state of the s													

		***************************************		***************************************	-								
				1									
TOTALS	006	900	520										2320

Contract No.:	I-15-4656	Consultant:	Alfred Benesch &	Compa	ny
	EXHIB	IT B: FEE CALCU	I <u>LATIONS</u>		
A. DIRECT LABOR	R (without overtime)				
	15,320.00 X (Total Work Hours from Exhibit C-2)	\$ 46.79 (Average Hourly Rate from Exhibit C-2)	= TOTAL DIRECT SALARY	\$	716,822.80
Multi	plier to be used on this project:				2.80
	lowable Multiplier = (2.8 DSE) (2.	5 or 2.8 CM) (2.5 PMO)			2.00
	DIRECT F	REGULAR SALAR	Y TIMES MULTIPLIER	\$	2,007,103.84
	LE DIRECT COSTS NOT Prime Consultant listed above.)	ELIGIBLE FOR F	PROFIT		
			TOTAL DIRECT COSTS		\$13,744.69
C. SERVICES BY	OTHERS				
Tota	I Allowabie Fee DBE/MBE/WBE S	Subconsultant (from Exh	nibit H) _\$ -		
Total Allowable	Fee Non-DBE/MBE/WBE Subcon	sultant (from Exhibit H	(cont))_\$		
			TOTAL SERVICES BY OTHERS	\$	-
D. ADDITIONAL S	ERVICES (Prime Consultant)		es prior authorization before use)		
ADDITIONAL SE	ERVICES (Subconsultants)				
		(Requir	es prior authorization before use)	•	
		(Requir	TOTAL ADDITIONAL SERVICES es prior authorization before use)	Φ	
E. MAXIMUM ALLO	OWABLE FEE (Upper Limit	of Compensation)		\$ 2	2,020,848.53

Date:	2/11/2019				
	EXHIBIT	C-1: PAYROLL CLA	SSIFICATION E	EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE	
	CONTRACT TERM:	ļ	11	· No. OF MONTHS	
	SCHEDULED START DATE:		5/1/2019		
	RAISE DATE:		1/1/2020		
	PERCENT OF RAISE:		%0		
	ESC	ESCALATION PER YEAR Year 1 through 5	'EAR Year 1 th	rough 5	
5/1/2019 - 12/31/2019	9 1/1/2020 - 3/31/2020	0;		1	1
Date Date	Date Date	Date	Date	Date Date	Date Date
11.0	11.0		11.0	11.0	11.0
72.73% Factor First Period	27.27% Escalation Factor Second Period		Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period
	ESC	ESCALATION PER YEAR Year 6 through 10	EAR Year 6 th	rough 10	
1	•			1	1
Date Date	Date Date	Date	Date	Date Date	Date Date
11.0	11.0	11	11.0	11.0	11.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period		Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

Contract No.:	1-15-4656			Consultant:		Alfred Benesc	Alfred Benesch & Company	
Date:	2/11/2019			Escala	Escalation Factor:	100.00%		
						(From Exhibit C-1)		
	EXHIBIT C-2: DIRECT LABOR CLA	CLASSIFICA	TION MAN-H	SSIFICATION MAN-HOURS AND RATES	RATES		DIRECT COST OVERTIME PREMIUM	COST
					Total Estimated Work Hours:	15,320.00	Total Estimated O/T Hours:	200.00
					Average Hourly Rate:	\$46.79	Average Premium O/T Hourly Rate:	\$17.50
					Total Direct Labor	\$716,822.80	Total Overtime Premium:	\$3,500.00
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
o N	Principal ·	\$50.00	\$70.00	\$70.00	\$70.00	80.00		
ON O	Project Manager	\$40.00	\$70.00	\$63.00	\$63.00	3,440.00		-
o _N	Senior Engineer/Planner	\$40.00	\$70.00	\$56.00	\$56.00	2,560.00		
No	Resident Engineer	\$40.00	\$70.00					
ON	Project Engineer/Planner	\$25.00	\$60.00	\$42.00	\$42.00	2,740.00		
o N	Staff Engineer/Planner	\$20.00	\$40.00	\$34.00	\$34.00	2,000.00		
S.	Engineer /Accountant	\$20.00	\$60.00					
N _O	Senior Technical Specialist ·	\$25.00	\$60.00	\$42.00	\$42.00	2,000.00		
Yes	Technical Specialist	\$15.00	\$50.00	\$35.00	\$35.00	2,000.00	17.50	200.00
Š	Architect	\$30.00	\$70.00					
°Z	Realty Specialists	\$20.00	\$70.00					
2	Intern	\$8.25	\$20.00					
0N	Admin/Clerical '	\$8.25	\$40.00	\$28.00	\$28.00	500.00		,

Contract No.:	I-15-4656	Consultant:	Alfred Benesch & Company

Date: 2/11/2019

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	Senior Vice President	Elizabeth Gallagher	\$50 - \$70
Project Manager	Senior Project Manager	Hossam Abdou	\$40 - \$70
	Senior Project Manager	Richard Conrath	
	Senior Project Manager	Michael Magnuson	
	Senior Project Manager	Laura McGovern	
	Senior Project Manager	Michael O'Connor	
	Senior Project Manager	Joseph Saccamanno	
	Project Manager II	Kurt Naus	
	Project Manager II	Kevin Placzek	
	Project Manager II	Willam Schmanski	
	Project Manager II	Ryan Thady	
	Project Manager I	Mark Bendok	
	Project Manager I	Sara Davis	
	Project Manager I	Andrew Keaschall	
	Project Manager I	Joann Majewski	
	Project Manager I	Joselito Reambillo	
	Project Manager I	Gregory Reilly	
	Project Manager I	Timothy Schmidt	
	Project Manager I	Kyle Smith	
	Project Manager I	Jeffrey Tardy	
Senior Engineer/Planner	Senior Project Engineer	Veronica Hall	\$40 - \$70
	Senior Project Engineer	Alfred Yousif	
Resident Engineer			\$40 - \$70
roject Engineer/Planner	Project Engineer II	Benjamin Chavez	\$25 - \$60
	Project Engineer II	Colin Coad	
	Project Engineer II	Brad Hodor	
	Project Engineer II	J Moreland	
	Project Engineer II	Geoffrey Thiesse	
	Project Engineer I	Mohammed Alsharbini	
	Project Engineer I	Matthew Becker	
	Project Engineer I	Kevin Doyle	
	Project Engineer I	Ashley Fowler	
	Project Engineer I	Aimee Gibson	
	Project Engineer I	John Gislason	
	Project Engineer I	Amelia Harris	

Contract No.: I-15-4656 Consultant: Alfred Benesch & Company

Date: 2/11/2019

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Consultant Classification	Consultant Employee Name	Range per Hour
		range per riour
Project Engineer I	Scott Woteczko	
Designer II	Ali ElAssy	\$20 - \$40
Designer II	Ryan Parks	
Designer I	Vincent Kania	
		\$20 - \$60
Senior Technical Specialist	Richard Grimm	\$25 - \$60
Senior Technical Specialist	Kenneth Holt	
Senior Technologist	Terri Blank	
Senior Designer	Naseer Mohammed	
Senior Designer	Irena Svetov	
Technical Specialist II	Jennifer Worthington	\$15 - \$50
Technical Specialist I	Emily Keaschall	
Technologist I	Todd Blank	
Technologist I	Kevin Snider	
		\$30 - \$70
		\$20 - \$70
		\$8.25 - \$20
Office Manager	Quiana Ftizpatrick	\$8.25 - \$40
Project Assistant I	Leslie George	
	(specific to each company) Project Engineer I Designer II Designer II Designer II Senior Technical Specialist Senior Technical Specialist Senior Designer Senior Designer Technical Specialist II Technical Specialist I Technologist I Technologist I Technologist I Technologist I	SEE NOTE 1 TO RIGHT

Contract No.:	I-15-4656	Consultant:	Alfred Benesch & Company
-			
		<u>EXHIBIT D</u>	
	REIMBURSABLE DIF	RECT COSTS - WORKSH	IEET ESTIMATES

- A. VEHICLE REIMBURSEMENT rate based on link below http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.asp:
- B. ALLOWABLE DIRECT COSTS based on link below

 https://www.illinoistollway.com/documents/20184/238673/LG_TOL

 LWAY_XX_ALLOWABLEDIRECTCOSTS_12132013.PDF/b3dab3
- 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

Railroad Flagger and ROE Permit
SUE Exploratory Testing

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)

\$ 13,744.69

Rev. 6/2016

09.12.2018

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

Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)

Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)

Air Fare

Vehicles

Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)

Vehicle Rental (including tolls)

Vehicle Owned or Leased (does not include

personal vehicles, not owned by the company) (includes tolls)

Parking Tolls (Personal Vehicles only)

Overtime

Shift Differential

Overnight Delivery/Postage Courier Service

Copies of Deliverables

Specific Insurance - required for project

CADD

Monuments - Permanent

Advertisements

2-way Radio

Telephone Usage

Web Site

Facility Rental for Public Meetings & Exhibits/Rendering

& AV Equipment/Transcriptions

Recording Fees Courthouse Fees Testing of Soil Samples

inspection such as beam breaks, cylinder breaks,

pavement cores)

Equipment rental specific for project (snooper for bridge

Lab Services (excluding Phase III normal construction

inspection, noise meter, etc.)

Specialized equipment - on an as needed basis with prior

approval

Traffic Systems
Storm sewer cleaning and televising

Traffic control and protection
Aerial photography, mapping and drone usage

Utility exploratory trenching

Up to State rate maximum

Actual cost (up to State rate maximum)

Actual cost

Coach Rate with 2 weeks advance purchase with

ISTHA approval

Up to State rate maximum

Actual cost up to \$55/day

\$65/full day, \$32.50/half day (4 hours or less)

Actual Cost

Actual Cost

Premium portion

Actual cost (based on firm's policy)

Actual Cost

Actual Cost

Actual Cost

Actual Costs (Maximum of \$450.00/Mo)

Actual Cost

Actual Cost

Actual cost (Survey or Phase III only)

Actual Cost (Traffic System Monitoring Only)

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

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

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

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

NOTES:

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

Contract No.:	I-15-4656	Consultant:	Alfred Benesch & Company
	<u> </u>	XHIBIT E - KEY PROJECT PERS	ONNEL
Project Principa	al:	Elizabeth Gallagher	
Project Manage	er:	Ryan Thady	
Project Engine	er:		·
Resident Engin	eer:		
Documentation	Engineer:		
Project Civil Engineer:		Joann Majewski	
Project Structural Engineer:		Andrew Keaschall	
Project Drainag	je Engineer:		
Senior Enginee	r:		
Others:	Name:		
	Classification:		
	Name:		
	Classification:		
	Name:		
	Classification:		
	Name:		
	Classification:		

EXHIBIT F

Contract No. I-15-4656

Alfred Benesch & Company

SCOPE OF SERVICES

Modifications to the applicable portions of the DSE scope of work for additional design services requiring an increased level of effort as result of the following:

- 1.) I-294 Scope and Schedule Modifications
- 2.) Contract Packaging Changes
- 3.) Tollway Design Standard and Pavement Design Updates
- 4.) I-294 at County Line Road Exit Ramp Location Changes

EXHIBIT G

Contract No. I-15-4656

Alfred Benesch & Company

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
P-91-190-07	PTB 143 – I-55 at Lorenzo Road	\$3,446,653.00	\$404,252.00	1/1/2020
D-93-029-07	PTB 145 - Phase I/II Various Structure	\$1,501,857.00	\$123,446.00	11/1/2017
	Projs., Dist. 3			
P-91-597-10	PTB 157 – I-290 Widening Study	\$1,126,429.00	\$524,848.00	6/1/2019
D-94-088-06	PTB 152 – I-74/1-155 Interchange	\$5,596,887.00	\$182,159.00	7/1/2019
D-91-191-10	PTB 154 – IL-171/First Avenue	\$7,253,203.00	\$63,232.00	12/1/2019
P-91-599-10	PTB 156 – 95th & Stony, Phase I	\$1,549,259.00	\$67,088.00	12/1/2018
D-93-022-11	PTB 159 - IL-89 over Illinois River, Phase	\$1,412,394.00	\$32,313.00	8/31/2019
	II			
I-11-4018	PSB 11-4 – Jane Adams Memorial	\$11,545,793.00	\$108,147.00	4/1/2019
	Reconstruction – Higgins Rd to Randall Rd; I-90 DSE & DCM			
C-91-173-13	PTB 168 – Phase III Construction	\$4,661,156.00	\$45,604.00	1/1/2019
	Inspection Services for U.S. 34 (Ogden			
	Avenue) at the CNRR			
I-13-4104	PSB 13-1, Item 15 – I-90 Bridge & Ramp	\$12,156.00	\$11,105.00	12/1/2018
	Reconstruction (IL 25)			
I-14-4188	PSB 14-1, Item 3 – I-90, IL 53 to Arlington	\$9,005,385.00	\$45,163.00	5/1/2019
	Heights Rd. Widening			
I-14-4189	PSB 14-1 – Westbound Roadway & Bridge to IL 31 to the Fox River	\$91,000.00	\$46,151.00	6/1/2019
RR-14-9171	PSB 14-3 - Construction Management	\$360,000.00	\$174,618.00	12/31/2019
	Services Upon Request			
I-15-4656	PSB 15-2 - EOWA, I-294 to I-90, Tri-State	\$24,442,011.00	\$6,361,384.00	5/31/2024
	and Franklin /Green Street, Phase II			
P-91-348-15	PTB 176 – Various Phase I Studies	\$847,411.00	\$339,479.00	10/19/2023
P-91-440-14	PTB 173 - IL 43 (Harlem Ave.), 63rd St. to	\$564,365.00	\$445,423.00	1/1/2019
	65th St.			
C-91-174-17	PTB 183 - Weber Road - Phase III - Weber	\$10,399,476.00	\$8,920,118.00	12/31/2020
	Road at I-55 Interchange			

Rev. 6/2016 Version 16

Contract No.:	I-15-4656	Consultant:	Alfred Benesch & Company
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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.

DRE/MRE/WRE	SURCONSULTANTS

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	· w	_		' —	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 _	Direct Labor				8 —			_
	Direct Costs	•				Direct Labor		_
	Services by Others	<u>\$ -</u> \$ -	<u>—</u>			Direct Costs	_\$ -	_
	Additional Services **	\$ -				Services by Others	\$ -	_
		<u> </u>	_ •			Additional Services **	\$ -	-
	Total this Subconsultant (ULC)		_\$			Total this Subconsultant (ULC)		\$ -
4 _	- William		_		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)		- \$ -
						,		
Additio	nal services funds require prior autho	rization before use				TOTAL DBE/MBE/WB	E Subconsultants:	<u>\$</u> -
				T	OTAL Add	litional Services DBE/MBE/WB	E Subconsultants:	\$ -
					TOTA	L Allowable Fee DBE/MBE/WB	E Subconsultants:	\$ -
			DE	BE/MBE/W		ntage of Total Fee (includes Ad		
						Total Fee (does not include Ad		

D	roi	in	~+	M	_
	u	·C	u	14	U.

_			
1.2	15-4	356	

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 **	\$ 	<u>-</u>		Additional Services **	\$ -	-
	Total this Subconsultant (ULC)		\$		Total this Subconsultant (ULC)		\$ -

*	Additional	services	funds r	require pri	or autho	rization	before use	

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

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

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

Contract Information Sheet

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

Consultant Name:

Lin Engineering, Ltd.

Contract Number:

I-15-4656

Proposal Date:

2/11/2019

Exhibit Pointers

Editable cells in each exhibit are underlined in red

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

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

Contract Number:	1-15-	1-15-4656				Co	Consultant:			Lin Engin	Lin Engineering, Ltd.	Ö	
				EXHIE	EXHIBIT A: ESTIMATED TASK WORK HOURS	TIMATEI	D TASK V	NORK HO	OURS				
									Gra	Grand Total Exhibit A Hours	Exhibit	A Hours	3,600
					2	MONTHS of YEAR 2019	of YEAR	2019					TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	unſ	lυς	Aug	Sep	Oct	No.	Dec	
Concept													
Design Package 1					80		80	80	80	80	80	80	640
Design Package 2					80		80	80		80	80	80	640
Design Package 3					80	80	80	80	80	80	80	80	640
Design Package 4					80		80	80		80	80	80	640
										!			
TOTALS					320	320	320	320	320	320	320	320	2560

Contract Number:	1-15-4656	4656				Con	Consultant:			Lin Engineering, Ltd.	eering, L1	E	
	-			EXHIB	IIT A: ES	EXHIBIT A: ESTIMATED TASK WORK HOURS	TASK	NORK H	OURS				·
													H
					Z	MONTHS of YEAR 2020	of YEAR	2020					HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Concept													
Design Package 1	80	80	8										240
Design Package 2	80	8	8										240
Design Package 3	80	80	80										240
Design Package 4	80		160										320
				٠									
TOTALS	320	320	400										1040

Contract No.: _	I-15-4656	Consultant: _	Lin Engineerin	g, Ltd.	
	<u>EXHIBI</u>	T B: FEE CALC	<u>ULATIONS</u>		
A. DIRECT LAB	OR (without overtime)				
		\$ 47.63 (Average Hourly Rate from Exhibit C-2)	= TOTAL DIRECT SALARY	\$	171,468.00
M	ultiplier to be used on this project:	2 0 CM) (0 5 DMO)			2.80
	Allowable Multiplier = (2.8 DSE) (2.5 DIRECT F			\$	480,110.40
	BLE DIRECT COSTS NOT or Prime Consultant listed above.)	ELIGIBLE FOR	PROFIT		
			TOTAL DIRECT COSTS		\$1,031.21
C. SERVICES B	Y OTHERS				
	Total Allowable Fee DBE/MBE/WBE S	Subconsultant (from E	exhibit H) \$ -		
Total Allow	able Fee Non-DBE/MBE/WBE Subcor	sultant (from Exhibit	H (cont)) \$ -		
			TOTAL SERVICES BY OTHERS	\$	<u>-</u>
D. ADDITIONAL	SERVICES (Prime Consultant)	(Reg	uires prior authorization before use)		
ADDITIONAL	SERVICES (Subconsultants)		uires prior authorization before use)		
			·	\$	
E. MAXIMUM AL	LOWABLE FEE (Upper Limit o		,	\$	481,141.61

Contract No.:	1-15-4656	Consultant:		Lin Engineering, Ltd.
Date: 2/	2/11/2019			
	EXHIBIT C-1: I	EXHIBIT C-1; PAYROLL CLASSIFICATION ESCALATION TABLE	ESCALATION TABLE	
	CONTRACT TERM:	11	No. OF MONTHS	
	SCHEDULED START DATE:	5/1/2019		
	RAISE DATE:	1/1/2020		
	PERCENT OF RAISE:	%0		
	ESCAL	ESCALATION PER YEAR Year 1 through 5	through 5	
5/1/2019 - 12/31/2019	9 1/1/2020 - 3/31/2020	1		1
Date Date	Date Date	Date Date	Date Date	Date Date
11.0	11.0	11.0	11.0	11.0
72.73% Factor First Period	27.27% Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period
	ESCALA	ESCALATION PER YEAR Year 6 through 10	hrough 10	
		1	1	1
Date Date	Date Date	Date Date	Date Date	Date Date
11.0	11.0	11.0	11.0	11.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period
The esc	The escalation factor for this project is:	100.00%	1	

Version 16

(See Note D to Hours Only) **OVERTIME PREMIUM Estimated** (Overtime Overtime Right) Hours DIRECT COST Total **Fotal Overtime** Estimated O/T Average Premium O/T Premium: (See Note C to Hours: Hourly Rate: Hourly Rate Escalated Average Premium Overtime Right) Lin Engineering, Ltd. \$47.63 300.00 100.00% 50.00 200.00 300.00 300.00 3,600.00 \$171,468.00 2,150.00 300.00 (From Exhibit C-1) **Work Hours** (Including **Estimated** Overtime) Labor Total **Total Direct** \$70.00 \$70.00 \$54.69 **Escalation Factor: Estimated** Work Hours: Average Hourly Rate: Classification Classification \$33.77 \$61.50 \$44.61 \$43.60 (See Note B **Hourly Rate Escalated** Average to Right) EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES \$61.50 \$54.69 Consultant: (See Note A \$70.00 \$70.00 \$33.77 \$44.61 \$43.60 Hourly Rate to Right) Average \$70.00 \$40.00 Classification | Classification \$70.00 \$70.00 \$70.00 \$60.00 \$60.00 \$50.00 \$70.00 \$70.00 \$20.00 \$60.00 \$40.00 Hourly Rate MAXIMUM Tollway \$25.00 \$50.00 \$40.00 \$40.00 \$40.00 \$20.00 \$20.00 \$25.00 \$15.00 \$30.00 \$8.25 \$20.00 \$8.25 **Hourly Rate** MINIMOM Tollway **Tollway Classification** Senior Technical Specialist Project Engineer/Planner Senior Engineer/Planner Staff Engineer/Planner Engineer /Accountant Technical Specialist Project Manager . 2/11/2019 1-15-4656 Resident Engineer Realty Specialists Admin/Clerical Architect Intern Contract No.: Date: Classification Eligible for Premium Overtime? ŝ ŝ ŝ ŝ ŝ å ŝ ŝ ŝ ŝ ŝ ŝ ŝ

Contract No.: 1-15-46	56
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Lin Engineering, Ltd.

Date: 2/11/2019

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	Principal	Paul B Lin	\$50 - \$70
Project Manager	Project Manager	Fred M Lin	\$40 - \$70
	Project Manager	Michael T Haley	
	Project Manager	Shiraz Tarique	
Senior Engineer/Planner	Senior Engineer	Suresh T Desai	\$40 - \$70
	Senior Engineer	Vincent Tabor	
	Senior Engineer	Koteswara R Ghanta	
Resident Engineer	N/A	N/A	\$40 - \$70
Project Engineer/Planner	Civil Engineer	Samuel G Lahniers	\$25 - \$60
	Civil Engineer	Zhengzhong Zhang	
	Civil Engineer	Robert Churchill	
	Civil Engineer	Imran Siddiqui	
	Civil Engineer	Hong Tan	
	Civil Engineer	Larry Chen	
	Civil Engineer	Fnu Zahed	
	Civil Engineer	Christopher G Younker	
	Civil Engineer	Aaron Lechtenberger	
Staff Engineer/Planner	N/A	N/A	\$20 - \$40
Engineer /Accountant	N/A	N/A	\$20 - \$60
Senior Technical Specialist	Senior Technician	Bogdan Dobrenko	\$25 - \$60
Technical Specialist	Technician	Douglas A Smedley	\$15 - \$50
	Technician	Heath Ridder	
	Technician	Robert F Swoboda	
Architect	N/A	N/A	\$30 - \$70
Realty Specialists	PLS	Jeffrey W Day	\$20 - \$70
	PLS	George L Woods	
	PLS	Duane E Weiss	
	PLS	Aaron Peterson	
ntern	N/A	N/A	\$8.25 - \$20
Admin/Clerical	N/A	N/A	\$8.25 - \$40
7K- 92318			
, , ,			

Rev. 6/2016

	EXHIBIT D
	REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES
A.	VEHICLE REIMBURSEMENT - rate based on link below http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.asp
В.	ALLOWABLE DIRECT COSTS - based on link below https://www.illinoistollway.com/documents/20184/238673/LG_TOL LWAY_XX_ALLOWABLEDIRECTCOSTS_12132013.PDF/b3dab3
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
	Railroad Costs:
	Railroad Application Fee
	Railroad Liability Insurance
	Safety Training/ID Badges
	Railroad Flaggers
	 _

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)

Consultant: Lin Engineering, Ltd.

Contract No.: 1-15-4656

1,031.21

\$

09.12.2018

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

Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)
Lodging (n	er GOVERNOR'S TRAVEL CONTROL BOARD\

Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)

Air Fare

Vehicles

Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)

Vehicle Rental (including tolls)

Vehicle Owned or Leased (does not include

personal vehicles, not owned by the company) (includes tolls)

Up to State rate maximum

Actual cost (up to State rate maximum)

Actual cost

Coach Rate with 2 weeks advance purchase with

ISTHA approval

Up to State rate maximum Actual cost up to \$55/day

\$65/full day, \$32.50/half day (4 hours or less)

Parking

Tolls (Personal Vehicles only)

Overtime

Shift Differential

Overnight Delivery/Postage Courier Service

Copies of Deliverables

Specific Insurance – required for project

CADD

Monuments - Permanent

Advertisements 2-way Radio

Telephone Usage

Web Site

Facility Rental for Public Meetings & Exhibits/Rendering

& AV Equipment/Transcriptions

Recording Fees Courthouse Fees

Testing of Soil Samples Lab Services (excluding Phase III normal construction

inspection such as beam breaks, cylinder breaks,

pavement cores)

Equipment rental specific for project (snooper for bridge

inspection, noise meter, etc.)

Specialized equipment - on an as needed basis with prior

approval

Traffic Systems

Storm sewer cleaning and televising Traffic control and protection

Aerial photography, mapping and drone usage Utility exploratory trenching

Actual Cost

Actual Cost

Premium portion

Actual cost (based on firm's policy)

Actual Cost

Actual Cost

Actual Cost

Actual Costs (Maximum of \$450.00/Mo)

Actual Cost

Actual Cost

Actual cost (Survey or Phase III only)

Actual Cost (Traffic System Monitoring Only)

Actual Cost

Actual Cost

Actual Cost

Actual Cost

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

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

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

NOTES:

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

Contract No.:	<u>l-15-4656</u>	Consultant:	Lin Engineering, Ltd.
	<u> </u>	XHIBIT E - KEY PROJECT PERS	SONNEL
Project Princip	oal:	Paul B. Lin, P.E., S.E.	
Project Manag	er:	Fred M. Lin, P.E.	
Project Engine	er:		
Resident Engi	neer:		
Documentation	n Engineer:		
Project Civil E	ngineer:		
Project Structu	ıral Engineer:		
Project Draina	ge Engineer:		
Senior Engine	er:		
Others:	Name:		
	Classification:		
	Name:		
	Classification:	-	
	Name:		
	Classification:		
	Name:		
	Classification:		

EXHIBIT F

Contract No. I-15-4656

Lin Engineering, Ltd.

SCOPE OF SERVICES

Modifications to the applicable portions of the DSE scope of work for additional design services requiring an increased level of effort as result of the following:

- 1.) I-294 Scope and Schedule Modifications
- 2.) Contract Packaging Changes
- 3.) Tollway Design Standard and Pavement Design Updates
- 4.) I-294 at County Line Road Exit Ramp Location Changes

EXHIBIT G

Contract No. I-15-4656

Lin Engineering, Ltd.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
IDOT; US Route 51	Phase I Engineering: New Construction	\$1,002,000.00	\$200,000.00	8/1/2017
IDOT; FAI Route 55	Phase I Engineering: Reconstruction	\$379,000.00	\$104,000.00	10/1/2019
IDOT; IL Route 129	Phase I Engineering: Reconstruction	\$363,000.00	\$170,000.00	10/1/2017
IDOT; I-55 Managed	Phase I Engineering: Reconstruction	\$761,000.00	\$224,000.00	8/1/2016
IDOT; 159th Street	Phase III Engineering: Reconstruction	\$679,000.00	\$591,000.00	11/1/2017

Contract No.:	I-15-4656	Consultant:	Lin Engineering, Ltd.
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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)		\$
' Addition	al services funds require prior autho	orization before use			TOTAL DBE/MBE/WBE	Subconsultants:	\$ -
			TOT	AL Additi	onal Services DBE/MBE/WBE	Subconsultants:	\$ -
					Allowable Fee DBE/MBE/WBE		
			DBE/MBE/WBE		ge of Total Fee (includes Add		
		DBE			tal Fee (does not include Add		

D		-	4 1	Na	
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1-4	15_	4R5	R	

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~		ulta	-4.
	HIST	ина	III.

Lin Engineering, Ltd.

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	SURCONSUL	TANTS (NOT	DBE/MBE/WBE)
OHILK	SUBCURSUL		DDE/INDE/AADE/

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 **		<u> </u>		Additional Services **	\$ -	_
	Total this Subconsultant (ULC)		 \$ -		Total this Subconsultant (ULC)		- \$ -
	, , , , , , , , , , , , , , , , , , , ,				roll and outconstituting (SES)		
3			_	8			_
	Direct Labor	\$ -	_		Direct Labor	\$ -	_
	Direct Costs	<u>\$</u> -	_		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)		- \$ -
	, ,		·		· · · · · · · · · · · · · · · · · · ·		

TOTAL	Non DREMBEAMDE	Cubaanaultanta.	•

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

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

Contract Information Sheet

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

Consultant Name:	Christopher B. Burke Engineering, Ltd.	
Contract Number:	I-15-4656	
Proposal Date:	2/11/2019	
Exhibit Pointers	Editable cells in each exhibit are underlined in red	
	Notes and guidance for each exhibit are on the right of the exhibit are of the right of the exhibit are of the right of the exhibit are of the right of the exhibit are of the right of the exhibit are of the right of the ex	•
	A full set of instructions to complete the exhibits is available of	n the Tollway's website

Contract Number:	1-15	1-15-4656				Co	Consultant:		Christop	her B. Bu	ke Engine	Christopher B. Burke Engineering, Ltd.	_
				EXHIE	SIT A: ES	TIMATE	D TASK \	EXHIBIT A: ESTIMATED TASK WORK HOURS	OURS				
									Gr	Grand Total Exhibit A Hours	Exhibit	A Hours	3,728
				:	Σ	MONTHS of YEAR 2019	of YEAR	2019					TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Inc	Aug	Sep	Oct	Nov	Dec	
Concept													
Contract 1													
Contract 2													
Contract 3												3	
Contract 4													
Contract 5					175	175							350
Contract 6					244	244	244	244	244	248			1468
Contract 7													
Contract 8					173	173	173	173	173	173	173	173	1384
Contract 9													
Contract 10													
							H						
TOTALS					592	592	417	417	417	421	173	173	3202

Contract Number:	1-15-	1-15-4656				ပိ	Consultant:		Christop	her B. Bu	Christopher B. Burke Engineering, Ltd.	ering, Lto	
	_			EXHIE	SIT A: ES	TIMATE	EXHIBIT A: ESTIMATED TASK WORK HOURS	VORK HO	OURS				
					2	ONTHS	MONTHS of YEAR 2020	2020					TOTAL
TASK	Jan	Feb	Mar	Apr	May	unc	Jul	Aug	Sep	Oct	Nov	Dec	
Concept													
Contract 1													
Contract 2													
Contract 3													
Contract 4													
Contract 5													
Contract 6													
Contract 7													
Contract 8	173	173	180										526
Contract 9													
Contract 10													
ļ													
TOTALS	173	173	180										526

Contract No.: 1-15-4656	Consultant:	Christopher B. Burke E	ngineeri	ng, Ltd.
<u>EXHIBIT</u>	B: FEE CALCU	<u>JLATIONS</u>		
A. DIRECT LABOR (without overtime)				
•	\$ 45.00 (Average Hourly Rate from Exhibit C-2)	= TOTAL DIRECT SALARY	\$	167,760.00
Multiplier to be used on this project:				2.80
Allowable Multiplier = (2.8 DSE) (2.5 o	r 2.8 CM) (2.5 PMO)		•	
DIRECT RE	GULAR SALAR	Y TIMES MULTIPLIER	\$	469,728.00
B. REIMBURSABLE DIRECT COSTS NOT E (For Prime Consultant listed above.) C. SERVICES BY OTHERS	LIGIBLE FOR F	TOTAL DIRECT COSTS		
Total Allowable Fee DBE/MBE/WBE Sub	consultant (from Ext	hibit H) \$ -		
Total Allowable Fee Non-DBE/MBE/WBE Subconsu	ltant (from Exhibit H	(cont)) \$ -		
		TOTAL SERVICES BY OTHERS	\$	<u>-</u>
D. ADDITIONAL SERVICES (Prime Consultant) ADDITIONAL SERVICES (Subconsultants)	(Requir	es prior authorization before use)		
	(Requir	res prior authorization before use)		
	(Requir	TOTAL ADDITIONAL SERVICES es prior authorization before use)	\$	
E. MAXIMUM ALLOWABLE FEE (Upper Limit of	Compensation)		\$	469,728.00

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE
No. OF MONTHS
Date Date
11.0
Escalation Factor Fifth Period
Date Date
11.0
Escalation Factor Ninth Period Escalation Factor Tenth Period
i g

Version 16

5.00

\$54.50

\$54.50

\$70.00 \$70.00 \$20.00

\$30.00 \$20.00 \$8.25

100.00 5.00

\$16.00 \$35.00

\$16.00

\$35.00

\$40.00

\$8.25

(See Note D to Hours Only) OVERTIME PREMIUM DIRECT COST Total Average Total Overtime Estimated O/T Hours: Premium O/T Hourly Rate: Premium: See Note C to **Hourly Rate** Average Premium Escalated Overtime Right) \$45.00 100.00% 400.00 400.00 208.00 100.00 60.00 3,728.00 \$167,760.00 1,300.00 1,150.00 (From Exhibit C-1) Work Hours (Including **Estimated** Overtime) Labor Average \$70.00 \$65.50 \$54.00 **Escalation Factor:** Total **Estimated Work Hours: Total Direct** Classification | Classification (See Note A to (See Note B to \$45.00 \$33.00 \$45.00 \$40.00 Hourly Rate: **Hourly Rate Escalated** Average Right) EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES \$70.00 \$65.50 \$54.00 \$45.00 \$33.00 \$45.00 \$40.00 Hourly Rate Average Right) \$70.00 \$70.00 \$70.00 \$70.00 \$60.00 \$40.00 \$60.00 \$60.00 \$50.00 Classification Hourly Rate MAXIMUM Tollway \$40.00 \$40.00 \$50.00 \$25.00 \$20.00 \$20.00 \$25.00 \$15.00 \$40.00 Classification Hourly Rate MINIMOM Tollway Tollway Classification Senior Technical Specialist Project Engineer/Planner Senior Engineer/Planner Staff Engineer/Planner Engineer /Accountant **Technical Specialist** 2/11/2019 Project Manager * Resident Engineer Date: Classification Eligible for Overtime? Premium ŝ ŝ ĝ ŝ ŝ ŝ ŝ S ž

(Overtime

Hours

Right)

Estimated Overtime

Christopher B. Burke Engineering, Ltd.

Consultant:

1-15-4656

Contract No.:

Realty Specialists

Architect

£ å ĝ ŝ

Admin/Clerical

Intern

Contract No).: <u>I-15-4656</u>

Consultant: Christopher B. Burke Engineering, Ltd.

Date: 2/11/2019

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	Engineer VI	Michael E. Kerr	\$50 - \$70
		Thomas Burke	
		Donald Dressel	
		Michael Matkovic	
		Jason Souden	
		George Ziegler	
Project Manager	Engineer V	Lee Fell	\$40 - \$70
<u> </u>		Jeffrey Julkowski	
		Patrick Kielty	
		Bryan Luke	
		Majid Mobasseri	
		Jonathan O'Connell	
		Val Racich	
		Gary Rozwadowski	
		Stephen Sugg	
,		Bryan Welch	
		Martin Worman	
	Enviromental Res Spec V	Jedd Anderson	
		Julie Gangloff	
		Peter Knysz	
		Thomas McArdle	
	Survey V	John Murphy	
	Engineering Technician V	Mark Wrezezcz	
Senior Engineer/Planner	Engineer IV	James Amelio	\$40 - \$70
- .		Emily Anderson	
		Jeffrey Barnett	
		David Buckley	
		Michael Cothard	
		llene Dailey	Orina galen
		Jeana Gowin	
		Matthew Huffman	
		Andrew Pufundt	
		Melisaa McGhee	
		Martin Michalowicz	
		Donald Oliphant	
		Travis Parry	
		Michael Rodak	
		Phillip Santos	
		Luke Sherry	

Contract No.: 1-15-4656 Consultant: Christopher B. Burke Engineering, Ltd.

Date: 2/11/2019

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
		Kenneth Rasmussen	
		Angela Force	
		Eric Japsen	
		Thomas Kehoe	
		Casey Perry	
		Alexie Karavakis	
		Peter Magnelli	
		Paul Najarro Jr.	
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Engineer III	Miroslaw Antas	\$25 - \$60
		Michael Burke	
		David Kleinwachter	
		John LaPaglia	
		Nicholas Morel	
		Mark Thomas	
		Jeffery Williams	
	Survey III	Brian Gillett	
Staff Engineer/Planner			\$20 - \$40
Engineer /Accountant	Engineer I/II	Edmund Burke	\$20 - \$60
		Razvan Calin	
		Rebekkah Carney	
		Dena Delpazir	
		Ryan Duffy	
		Michael Gratzke	
		Richard Jezierny	
		Brian Kuilbus	
		William Loftus IV	
		John Miller	
		Francisco Martinez	
		Andrea Pizzo	
		Daniel Schroeder	
		Joshua Sitrick	
		Matthew Slawitschek	
*		Jessica Taskila	
****		Nicholas Tremmel	
Senior Technical Specialist	Engineering Tehnician IV	Joseph Wilk	POE 860
Senior recrimical opecialist	Linguisering Tennician IV	Gerald Hennelly Thomas Szabo	\$25 - \$60

Contract No.:	I-15-4656	Consultant:	Christopher B. Burke Engineering, Ltd.

Date: 2/11/2019

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
	Asst. CAD Manager	TBD	
	CAD Technician II	Fidel Bariso	
		Michael Goldenberg	
		Primo Razalan	
		Ella Sidorczuk	
		Eduardo Toda	
		Elmo Toda	
Technical Specialist	Environmental Specialist III	Megan Briggs	\$15 - \$50
		Kurt Hansen	
		Robert Sliwinski	
	Environmental Specialist I/II	TBD	
	Engineering Technician III	TBD	
	Engineering Technician I/II	Nigel Howell-Lindgren	
	GIS Specialist III	David Walters	
	Gis Specialist I/II	Matthew Hayes	
	Survey II	Thomas Wilk	
	Survey I	Alberto Torres	
	Environmental Resource Tech	Kenneth Kopija	
	CADI	TBD	
Architect	Landscape Architect	Douglas Gotham	\$ 30 - \$ 70
Realty Specialists			\$20 - \$70
Intern	Engineering Intern	Joseph Lynch	\$8.25 - \$20
		Abigail Peterson	
		Jacob Speelman	
		Christopher Troiani	
	Survey Intern	TBD	
Admin/Clerical	Administrative	Paula Bassett	\$8.25 - \$40
		Julie Cahill	
		Heidi Cothard	
		Mercy Lamourt	
		Sharon Lennstrom	
		Kinberly Rocha	
		Mary Veit	

	EVUIDIT D
	EXHIBIT D REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES
V	EHICLE REIMBURSEMENT - rate based on link below
	tp://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx
Al	LLOWABLE DIRECT COSTS - based on link below
	tps://www.illinoistollway.com/documents/20184/238673/LG_TOL WAY_XX_ALLOWABLEDIRECTCOSTS_12132013.PDF/b3dab3
IT	EMIZED DIRECT COSTS - For any expense not included in the
	llowable Direct Costs list, written permission must be received om the Chief Engineer prior to its inclusion. List those below:
D	IRECT COST CATEGORY
	ermit Fees
_	
	· · · · · · · · · · · · · · · · · · ·

Contract No.: 1-15-4656 Consultant: Christopher B. Burke Engineering, Ltd.

09.12.2018

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

Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)

Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)

Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)

Air Fare

Vehicles

Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)

Vehicle Rental (including tolls)

Vehicle Owned or Leased (does not include

personal vehicles, not owned by the company) (includes tolls)

Up to State rate maximum

Actual cost (up to State rate maximum)

Actual cost

Coach Rate with 2 weeks advance purchase with

ISTHA approval

Up to State rate maximum Actual cost up to \$55/day

\$65/full day, \$32.50/half day (4 hours or less)

Parking Actu
Tolls (Personal Vehicles only) Actu

Overtime

Shift Differential

Overnight Delivery/Postage Courier Service

Copies of Deliverables

Specific Insurance – required for project

CADD

Monuments – Permanent

Advertisements 2-way Radio

T-1--han-U---

Telephone Usage

Web Site

Facility Rental for Public Meetings & Exhibits/Rendering

& AV Equipment/Transcriptions

Recording Fees Courthouse Fees

Testing of Soil Samples Lab Services (excluding Phase III normal construction

inspection such as beam breaks, cylinder breaks,

pavement cores)

Equipment rental specific for project (snooper for bridge

inspection, noise meter, etc.)

Specialized equipment – on an as needed basis with prior

approval
Traffic Systems

Storm sewer cleaning and televising Traffic control and protection

Aerial photography, mapping and drone usage Utility exploratory trenching

Actual Cost

Actual Cost

Premium portion

Actual cost (based on firm's policy)

Actual Cost

Actual Cost

Actual Cost

Actual Costs (Maximum of \$450.00/Mo)

Actual Cost Actual Cost

Actual cost (Survey or Phase III only)

Actual Cost (Traffic System Monitoring Only)

Actual Cost

Actual Cost

Actual Cost Actual Cost

Actual Cost

.

Actual Cost

Actual Cost

Actual Cost

Actual Cost Actual Cost

Actual Cost Actual Cost

Actual Cost

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

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

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

NOTES:

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

Contract No.:	I-15-4656	Consultant: _	Christopher B. Burke Engineering, Ltd.
	!	EXHIBIT E - KEY PROJECT	PERSONNEL
Project Princip	oal:	Michael Kerr	
Project Manag	er:	Jonathan O'Connell	
Project Engine	er:	Jeana Gowin	
Resident Engi	neer:	N/A	
Documentation	n Engineer:	N/A	
Project Civil E	ngineer:	Miroslaw Antas	
Project Structu	ural Engineer:	N/A	
Project Draina	ge Engineer:	Ilene Dailey	
Senior Engine	er:	Val Racich	
Others:	Name:	Jedd Anderson	
	Classification:		
	Name:		
	Classification:		
	Name:		
	Classification:		
	Name:		
	Classification:		

EXHIBIT F

Contract No. I-15-4656

Christopher B. Burke Engineering, Ltd.

SCOPE OF SERVICES

Modifications to the applicable portions of the DSE scope of work for additional design services requiring an increased level of effort as result of the following:

- 1.) I-294 Scope and Schedule Modifications
- 2.) Contract Packaging Changes
- 3.) Tollway Design Standard and Pavement Design Updates
- 4.) 1-294 at County Line Road Exit Ramp Location Changes

EXHIBIT G

Contract No. I-15-4656

Christopher B. Burke Engineering, Ltd.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
Prime				
RR-11-4032	Environmental Services Upon Request	\$5,000,000.00	\$15,000.00	5/1/2018
RR-18-4383	Tri-State Tollway 95th St - Balmoral Ave.	\$5,000,000.00	\$2,225,000.00	6/31/2023
Sub/Partner				
I-11-4014	Elgin O'Hare Bypass	\$498,140.00	\$221,000.00	5/31/2018
	Sub to CH2M Hill			
I-12-4080	Illinois 53 Extension	\$800,000.00	\$0.00	4/1/2019
	Sub to Transystems			
RR-14-4221	Tri State Tollway- Mile Long Bridge	\$1,326,200.00	\$6,400.00	3/1/2020
	Sub to Locher, HDR, Quiggg			
RR-14-4222	Tri State Tollway-BNSF Rail	\$1,038,371.00	\$114,200.00	8/31/2019
	Sub to Bowman Barrett			
I-14-4190	I-90	JV=9,499,523		
	BCP Tollway Partners JV	CBBEL=2176971.36	\$0.00	7/1/2017
I-17-4303	Tri-State O'hare Oasis to Balmoral Ave Team with Bowman Barrett	\$2,159,969.96	\$0.00	11/30/2022
I-18-4356	Tri-State Wolf to Balmoral	\$5,000.00	\$5,000.00	2/28/2019
_	Sub to Locher	40,000.00	\$2,000.00	2, 20, 2019
IDOT				
P-91-004-09	Various Saftey Assessments	\$600,000.00	\$14,000.00	1/28/2018
	IL 47 doe US 14 to Charles Road	\$468,980.00	\$37,000.00	4/13/2019
	Sub to Strand		-	
P-91-388-10	US 45 (form IL 132 to IL 173)	\$1,655,172.00	\$3,000.00	1/28/2018

EXHIBIT G

Contract No. I-15-4656

Christopher B. Burke Engineering, Ltd.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
P-91-597-10	I-290West of US 12/20/45	\$1,549,992.00	\$94,000.00	1/31/2020
	Sub to Parsons Brinckerhoff			
P-91-762-10	I-55 from I-355 to I-94 -Sub to Stantec	2,017,733.00	538,800.00	11/23/2018
D-91-01-14	Il 47 form US 14 to South of IL 176 Phase Il	244,927.00	113,000.00	04/22/19
D-91-467-14	Sub to Strand FAU 2857 Wood Street from North of Little Calumet River to South of US6	229,168.00	16,700.00	07/03/17
P-91-119-14	Sub to Infrastructure Various Phase I Contracts	1 200 000 00	214 000 00	02/01/19
P-91-224-16	Various Phase I Contracts Various Phase I Contracts	1,200,000.00	314,000.00	
		1,200,000.00	640,000.00	08/30/19
D-60-031-18	Various Scat Projects	300,000.00	21,000.00	11/01/20
P-91-014-18	Phase I IL 53 from IL 62 to US 12 Sub to RS & H	110,329.00	102,300.00	11/14/21
P-91-05-18	Interstate 90 from Interstarte 94 to S of Ohio Sub to Lochner	Still in Negotiations	Still in Negotiations	
P-91-035-19	Various Survey Sub to Ardmore Roderick	Still in Negotiations	Still in Negotiations	
P-91-032-19	Various Environmental	Still in Negotiations	Still in Negotiations	
City of Chicago	Various Contracts	40,000,000.00	140,000.00	Various
All Other Work	Various Contracts	41,979,000.00	12,486,000.00	Various
Public & Privat	ee			

Contract No.:	1-15-4656	Consultant:	Christopher B. Burke Engineering, Ltd.	
JUNUAUL NO	1-10-4000	Consultant	Christopher B. Burke Engineering, Ltd.	

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

Direct Labor		_		6 _	Direct Labor		
Direct Costs					Direct Costs	\$	<u> </u>
Services by Others		_			Services by Others	\$	
Additional Services **		_			Additional Services **	\$	
Total this Subconsultant (ULC)		_ \$	-		Total this Subconsultant (ULC)	_ -	—— \$
, , , , , , , , , , , , , , , , , , , ,					, , , , , , , , , , , , , , , , , , , ,		_ -
Direct Labor				7 _	Direct Labor		
Direct Costs		_			Direct Costs	•	
Services by Others						\$ \$	
Additional Services **		_			Services by Others Additional Services **	\$	
Total this Subconsultant (ULC)		 _\$	_		Total this Subconsultant (ULC)	Ψ	<u>-</u> \$
roul and outconsulain (occ)					Total and Subconsultant (SES)		<u>.Ψ</u>
				8 _			
Direct Labor					Direct Labor		
Direct Costs	\$ -				Direct Costs	\$	-
Services by Others	\$ -				Services by Others	\$	<u>-</u>
Additional Services **	\$ -	_			Additional Services **	\$	
Total this Subconsultant (ULC)		\$	-		Total this Subconsultant (ULC)		_\$
		_		9 _			
Direct Labor		_			Direct Labor		
Direct Costs	\$ -	_			Direct Costs	\$	_
Services by Others	\$ -	_			Services by Others	\$	<u>-</u>
Additional Services **	\$ -				Additional Services **	\$	<u>- </u>
Total this Subconsultant (ULC)		_\$	<u>-</u>		Total this Subconsultant (ULC)		\$
				10			
Direct Labor		_		_	Direct Labor		
Direct Costs	\$ -	_			Direct Costs	\$	
Services by Others	\$ -				Services by Others	\$	<u>-</u>
Additional Services **	\$ -	_			Additional Services **	\$	<u>- </u>
Total this Subconsultant (ULC)		\$	-		Total this Subconsultant (ULC)		 \$

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

- 4	E	46	: 2	2	

	nsı	-14-	4-
1.0	msi	1112	Int-

Christopher B. Burke Engineering, Ltd.

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.

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	<u></u>	_
	Direct Costs		-			Direct Costs	\$ - \$ -	_
	Services by Others		-			Services by Others	\$ - \$ -	-
	Additional Services **		_			-		-
	Total this Subconsultant (ULC)		- \$			Additional Services **	\$ -	-
	rotal this Subconsultant (ULC)		<u> </u>	-		Total this Subconsultant (ULC)		\$ -
3			-		8			_
	Direct Labor	\$ -	_			Direct Labor	\$ -	_
	Direct Costs	\$ -	_			Direct Costs	_\$ -	_
	Services by Others	\$ -	_			Services by Others	<u> </u>	_
	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)	<u></u>	- \$	_		Total this Subconsultant (ULC)		- \$-
	, ,					(020)		
5			-		10			-
	Direct Labor	\$ -	-			Direct Labor	\$ -	-
	Direct Costs	\$ -	-			Direct Costs	\$ -	-
	Services by Others	_\$	-			Services by Others	\$ -	-
	Additional Services **	\$ -	-			Additional Services **	<u> </u>	-
	Total this Subconsultant (ULC)		\$	-		Total this Subconsultant (ULC)		\$ -

**	Additional	earvicee	funde	roguiro	ndar	authorization	hoforn uso

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

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

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

Contract Information Sheet

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

Consultant Name:	d'Escoto, Inc.	
Contract Number:	I-15-4656	_
Proposal Date:	2/11/2019	_
Exhibit Pointers	Editable cells in each exhibit are underlined in red	_

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

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

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Contract Number:	1-15-	1-15-4656				ပ္ပ	Consultant:			d'Esc	d'Escoto, Inc.		
				EXHIE	SIT A: ES	TIMATEI	EXHIBIT A: ESTIMATED TASK WORK HOURS	NORK H	OURS				
									Gra	nd Total	Grand Total Exhibit A Hours	A Hours	800
										•			TOTAL
					Σ	ONTHS	MONTHS of YEAR 2019	2019					HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
S-01-B					40	40	09	09	40				240
S26								40	40	9	09	99	260
S06													
		,											
į													
TOTALS					40	40	09	100	80	09	09	09	200

Contract Number:	1-15-	1-15-4656				S	Consultant:			d'Esc	d'Escoto, Inc.		
	_			EXHIB	IIT A: ES	EXHIBIT A: ESTIMATED TASK WORK HOURS) TASK	VORK H	OURS				•
		!											TOTAL
			ļ		Σ	MONTHS of YEAR 2020	of YEAR	2020					HOURS
IASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
S-01-B													
S26	60	40											100
206	80		09										200
			-										
						i							
TOTALS	140	100	90										300

Contract No.:	I-15-4656	Consultant:		l'Escoto, Inc.	
A. DIRECT LABO		BIT B: FEE CALC	CULATIONS		
		(\$ 42.95 (Average Hourly Rate from Exhibit C-2)	= TOTAL DIRE	CT SALARY_\$	34,360.00
Multi	iplier to be used on this project:	:			2.80
A	llowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMC)		
	DIRECT	REGULAR SALA	RY TIMES MULTI	PLIER \$	96,208.00
	LE DIRECT COSTS NO Prime Consultant listed above.) OTHERS			CT COSTS	\$5.90
Tota	al Allowable Fee DBE/MBE/WBE	Subconsultant (from E	Exhibit H) \$		
Total Allowable	Fee Non-DBE/MBE/WBE Subco	onsultant (from Exhibit	H (cont)) _\$		
			TOTAL SERVICES BY	OTHERS _\$	
	SERVICES (Prime Consultar ERVICES (Subconsultants)	(Req	uires prior authorization uires prior authorization TOTAL ADDITIONAL S uires prior authorization	before use)	.
E. MAXIMUM ALL	OWABLE FEE (Upper Lim	it of Compensation)		\$	96,213.90

Date: 2/	2/11/2019					
	EXH	IBIT C-1: P/	YROLL CLASSIF	FICATION E	EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE	
	CONTRACT TERM:	ST TERM:	1		No. OF MONTHS	
	SCHEDULED START DATE:	RT DATE:	5/1/2019			
	RAIS	RAISE DATE:	1/1/2020			
	PERCENT OF RAISE:	F RAISE:	%0			
		ESCALAT	ESCALATION PER YEAR Year 1 through 5	R Year 1 th	rough 5	
5/1/2019 - 12/31/2019	1/1/2020	5/31/2020	t		(
Date Date	Date 3.0	Date	Date	Date	Date Date	Date Date
11.0	11.0		11.0		11.0	11.0
72.73% Factor First Period	27.27% Escalation Factor Second Period	d Period	Escalation Factor Third Period	ird Period	Escalation Factor Fourth Period	Escalation Factor Fith Period
	-	ESCALATI	ESCALATION PER YEAR Year 6 through 10	Year 6 th	rough 10	
1	1		1		1	
Date Date	Date	Date	Date	Date	Date Date	Date Date
11.0	11.0		11.0		11.0	11.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	th Period	Escalation Factor Eighth Period	hth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

Contract No.:	I-15-4656			Consultant:		d'Escoto, Inc.	to, Inc.	
Date:	2/11/2019			Escala	Escalation Factor:	100.00%		
						(From Exhibit C-1)		
	EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES	CLASSIFICA	TION MAN-H	OURS AND	RATES		DIRECT COST OVERTIME PREMIUM	COST
					Total Estimated Work Hours:	800.00	Total Estimated O/T Hours:	
					Average Hourly Rate:	\$42.95	Average Premium O/T Hourly Rate:	
					Total Direct Labor	\$34,360.00	Total Overtime Premium:	
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Average Average Hourly Rate for for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
N _O	Principal	\$50.00	\$70.00					
N _o	Project Manager ·	\$40.00	\$70.00	\$62.20	\$62.20	209.00		
No	Senior Engineer/Planner	\$40.00	\$70.00					
No	Resident Engineer	\$40.00	\$70.00	_				
No	Project Engineer/Planner	\$25.00	\$60.00	\$46.15	\$46.15	290.00		Ē
N _o	Staff Engineer/Planner •	\$20.00	\$40.00	\$26.50	\$26.50	301.00		
No	Engineer /Accountant	\$20.00	\$60.00					
N _O	Senior Technical Specialist	\$25.00	\$60.00					
ON.	Technical Specialist	\$15.00	\$50.00					
2 X	Architect	\$30.00	\$70.00					
2 IIR	Realty Specialists	\$20.00	\$70.00					
₽ IT	Intern	\$8.25	\$20.00					
2 "1"	Admin/Clerical	\$8.25	\$40.00					

Contract No.:	I-15-4656	Consultant:	d'Escoto, Inc.

Date: 2/11/2019

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	President		\$50 - \$70
•	Vice President		
Project Manager		Travis Kluegel	\$40 - \$70
Senior Engineer/Planner			\$40 - \$70
Resident Engineer			\$40 - \$70
Project Engineer/Planner		Eric Dean	\$25 - \$60
Staff Engineer/Planner		Krzysztof Kluza	\$20 - \$40
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist			\$25 - \$60
Technical Specialist			\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
ntern			\$8.25 - \$20
Admin/Clerical	****		\$8.25 - \$40
PRF 12/20117			
ILI IOTALI			

Contract No.:	I-15-4656	Consultant: _	d'Escoto, Inc.
		EXHIBIT D	
	REIMBURSABLE DIR	RECT COSTS - WORKSH	EET ESTIMATES
A.	VEHICLE REIMBURSEMENT http://www2.illinois.gov/cms/En		
В.	ALLOWABLE DIRECT COST https://www.illinoistollway.com LWAY_XX_ALLOWABLEDIRE	/documents/20184/238673/L	
C.	ITEMIZED DIRECT COSTS - Allowable Direct Costs list, v from the Chief Engineer prior	written permission must be	e received
	DIRECT COST CATEGORY		
		-	
	-		

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)

5.90

\$

09.12.2018

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

Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)

Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)

Air Fare

Vehicles

Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)

Vehicle Rental (including tolls)

Vehicle Owned or Leased (does not include

personal vehicles, not owned by the company) (includes tolls)

ISTHA approval

Up to State rate maximum

Actual cost (up to State rate maximum)

Up to State rate maximum Actual cost up to \$55/day

\$65/full day, \$32.50/half day (4 hours or less)

Coach Rate with 2 weeks advance purchase with

Parking
Tolls (Personal Vehicles only)

Overtime

Shift Differential

Overnight Delivery/Postage Courier Service

Copies of Deliverables

Specific Insurance – required for project

CADD

Monuments - Permanent

Advertisements

2-way Radio

Telephone Usage

Web Site

Facility Rental for Public Meetings & Exhibits/Rendering

& AV Equipment/Transcriptions

Recording Fees
Courthouse Fees

Testing of Soil Samples

Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks,

pavement cores)

Equipment rental specific for project (snooper for bridge

inspection, noise meter, etc.)

Specialized equipment - on an as needed basis with prior

approval

Traffic Systems

Storm sewer cleaning and televising

Traffic control and protection

Aerial photography, mapping and drone usage

Utility exploratory trenching

Actual Cost

Actual cost

Actual Cost

Premium portion

Actual cost (based on firm's policy)

Actual Cost

Actual Cost

Actual Cost

Actual Costs (Maximum of \$450.00/Mo)

Actual Cost

Actual Cost

Actual cost (Survey or Phase III only)

Actual Cost (Traffic System Monitoring Only)

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

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

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

NOTES:

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Contract No.:	I-15-4656	Consultant:	d'Escoto, Inc.
	EX	HIBIT E - KEY PROJECT PERS	ONNEL
Project Princip	oal:		
Project Manag	er:		
Project Engine	er:		
Resident Engir	neer:		
Documentation	n Engineer:	•	
Project Civil E	ngineer:		
Project Structu	ıral Engineer:		
Project Draina	ge Engineer:		
Senior Engine	er:		
Others:	Name:		
	Classification:	· · · · · · · · · · · · · · · · · · ·	
	Name:		
	Classification:		
	Name:		
	Classification:		
	Name:		
	Classification:	· .	

EXHIBIT F

Contract No. I-15-4656

d'Escoto, Inc.

SCOPE OF SERVICES

Modifications to the applicable portions of the DSE scope of work for additional design services requiring an increased level of effort as result of the following:

- 1.) I-294 Scope and Schedule Modifications
- 2.) Contract Packaging Changes
- 3.) Tollway Design Standard and Pavement Design Updates
- 4.) I-294 at County Line Road Exit Ramp Location Changes

EXHIBIT G

Contract No. I-15-4656

d'Escoto, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
I-14-4656	EOWA, I-294 to I-90 Tri-State and Franklin/Green Street (Benesch/Burke/Lin)	\$489,929.00	\$384,831.00	5/31/2019
I-17-4093	Tollway PMO (HNTB)	\$7,608,000.00	\$7,525,023.00	12/31/2027
I-17-4299	Roadway Reconstruction, EW Connector (Quigg)	\$102,855.00	\$53,705.00	10/31/2022
I-17-4301	St Charles Road to North Avenue / Lake Street (BeneschJV)	\$209,746.00	\$196,906.00	3/31/2021
I-17-4304	Tri-State Tollway, Design Upon Request (Epstein)	\$208,870.00	\$197,158.00	12/31/2019
RR-14-4200	Tollway Maintenance Facilities	\$600,000.00	\$205,555.00	12/31/2020
RR-16-4253	PSB 16-2 I-88 Phase II Engineering (Lochmueller)	\$334,331.00	\$6,607.00	11/30/2018
RR-16-4254	I-88 Annie Glidden Road/IL-56 (Burns &	\$2,579,904.00	\$2,158,833.00	8/31/2019
RR-16-4256	PSB 16-1 #9 I-355 Phase II Engineering (Patrick)	\$358,503.00	\$186,552.00	11/30/2018
RR-16-4275	I-94 Roadway and Bridge Reconstruction (Ciorba)	\$848,062.00	\$545,131.00	12/31/2020
RR-17-4313	Memorial Tollway (I-88), Pavement and Structural (Clark Dietz)	\$205,000.00	\$205,000.00	12/31/2018
	Pavement and Structural Preservation (HOH)	\$163,352.00	\$89,623.00	12/31/2018
	Various Phase I Projects (Benesch)	\$138,189.00	\$138,189.00	12/31/2020
	IDOT D2 Phase III Various Various	\$1,600,000.00	\$347,299.00	11/30/2019
PTB182-08	IDOT D2 Various Various Phase 3	\$500,000.00	\$470,263.00	12/31/2022

Contract No.:	<u> -15-4656</u>	Consultant: _	d'Escoto, Inc.
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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.

DRE/MREWRE SURCONSULTAL	

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)		\$	_
					Total and Gabonicality (Gab)			
2			-	7	, , , , , , , , , , , , , , , , , , ,			
	Direct Labor		_		Direct Labor			
	Direct Costs		_		Direct Costs	\$ -	•	
	Services by Others		=		Services by Others	\$ -		
	Additional Services **		_		Additional Services **	_\$ -	ī	
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$	
3				•				
J	Direct Labor		_	•	Direct Labor			
	Direct Costs	•	-			-	•	
		<u>\$</u> -	-		Direct Costs	\$ -		
	Services by Others	\$ -	-		Services by Others	\$ -		
	Additional Services **	_\$	-		Additional Services **	\$	•	
	Total this Subconsultant (ULC)		<u>\$</u>		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)		\$	
Addition	al services funds require prior autho	rization before use			TOTAL DBE/MBE/WBE	Subconsultants:	\$	-
				TOTAL Add	itional Services DBE/MBE/WBE	Subconsultants:	\$	-
				TOTAL	_ Allowable Fee DBE/MBE/WBE	E Subconsultants:	\$	
			DBE/MBE		tage of Total Fee (includes Add			

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

Drainat	N _a
Project	NO.

- 1		E ACEC
	-7	5-4656

Cor		

d'Escoto, Inc.

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (<u>N</u>	<u>(OT</u> DBE/MBE/WBE)
---------------------------------	-------------------------

1					6 _		· · · · · · · · · · · · · · · · · · ·	_
	Direct Labor					Direct Labor		_
	Direct Costs					Direct Costs	\$	_
	Services by Others					Services by Others	\$ -	_
	Additional Services **					Additional Services **	<u> </u>	<u>.</u>
	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		<u> </u>	_		8		•	-
	Direct Labor	\$ -				Direct Labor	<u>\$ -</u>	_
	Direct Costs	\$ -				Direct Costs	\$ -	_
	Services by Others	_\$				Services by Others	<u> </u>	-
	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 **	<u>\$</u> -				Additional Services **	\$ -	_
	Total this Subconsultant (ULC)		_	\$		Total this Subconsultant (ULC)		\$
6					10			
·	Direct Labor	\$ -				Direct Labor	\$ -	_
	Direct Costs	\$ -				Direct Costs	\$ -	-
	Services by Others	\$ -				Services by Others	\$ -	_
	Additional Services **	-				Additional Services **	\$ -	_
				\$ -				- •
	Total this Subconsultant (ULC)		-	<u>-</u>		Total this Subconsultant (ULC)		-

** Additional services funds require prior authoriza	ion hefore use

TOTAL Non-DBE/MBE/WBE Subconsultants:	e	
TOTAL NOTED BEINDE VIDE SUDCONSULANTS.		-

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

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

Contract Information Sheet

Complete the follo	wing information and it will be populated on every exhibit.	
Consultant Name:	GSG Consultants, Inc	_
Contract Number:	I-15-4656	-
Proposal Date:	2/11/2019	-
Exhibit Pointers	Editable cells in each exhibit are underlined in red	
	Notes and guidance for each exhibit are on the right of the each set of instructions to complete the exhibits is available	·

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Contract Number:	1-15	1-15-4656				So	Consultant:		•	GSG Consultants, Inc	ultants, l	ગ
				EXH	SIT A: ES	TIMATE	TASK	EXHIBIT A: ESTIMATED TASK WORK HOURS	URS			
									Gra	Grand Total Exhibit A Hours	Exhibit	A Hours
					Σ	ONTHS	MONTHS of YEAR 2019	2019				
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
S01-B					200	230						
S26							200	230				
908									200	240		
TOTALS					200	230	200	230	200	240		

1,380 TOTAL HOURS

EXHIBIT "1" Page **121** of **201**

	•	TOTAL	2202	30	30	20									80
<u>ي</u>	•		Dec												
sultants, le			Nov							:					
GSG Consultants, Inc			Oct												
	OURS		Sep												
	NORK H	0000	Aug												
Consultant:	D TASK \	VEA P	Jul												
Co	EXHIBIT A: ESTIMATED TASK WORK HOURS	MONTHS of VEAR 2020	Jun												
	3IT A: ES	2	May												
	EXHIE		Apr												
			Mar			20								-	20
9591			Feb		30										8
1-15-4656			Jan	30											30
Contract Number:	_		TASK	S01-B	S26	S06									TOTALS

Rev 6/2016

Contract No.:	I-15-4656	Consultant			GSG Consulta	nts, In	<u> </u>
	EXHIE	BIT B: FEE CA	LCULA	TION	<u>3</u>		
A. DIRECT LABO	PR (without overtime)						
	1,380.00 X (Total Work Hours from Exhibit C-2)	(Average Hou	ty	тс	TAL DIRECT SALARY	\$	52,177.80
Mul	tiplier to be used on this project:						2.80
A	Allowable Multiplier = (2.8 DSE) (2						
	DIRECT	REGULAR SA	LARY 1	rimes	MULTIPLIER	\$	146,097.84
	BLE DIRECT COSTS NOT Prime Consultant listed above.)	T ELIGIBLE F	OR PRO		OTAL DIRECT COSTS		\$94,471.56
C. SERVICES BY	OTHERS						
Tot	al Allowable Fee DBE/MBE/WBE	Subconsultant (fro	om Exhibit	H) <u>\$</u>	-	•	
Total Allowabl	e Fee Non-DBE/MBE/WBE Subco	nsultant (from Ext	nibit H (cor	nt)) <u>\$</u>			
			тс	TAL SE	RVICES BY OTHERS	\$	<u> </u>
D. ADDITIONAL S	SERVICES (Prime Consultant	•	Requires p	orior aut	horization before use)		
ADDITIONAL S	SERVICES (Subconsultants)	4	Paguiras a		horization before use)		
		(·		
		(DITIONAL SERVICES horization before use)		-
E. MAXIMUM ALI	L OWABLE FEE (Upper Limi	it of Compensation	1)			\$	240.569.40

Contract No.:	1-15-4656	Consultant:	GSG Consultants, Inc	ultants, Inc
Date: 2/1	2/1/2019			
	EXHIBIT C-1: P.	EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE	SCALATION TABLE	
	CONTRACT TERM:	11	No. OF MONTHS	
	SCHEDULED START DATE:	5/1/2019		
	RAISE DATE:	1/1/2020		
	PERCENT OF RAISE:	%0		
	ESCALA	ESCALATION PER YEAR Year 1 through 5	ırough 5	
5/1/2019 - 12/31/2018	1/1/2019 - 3/31/2019	-		1
Date Date	Date Date	Date Date	Date Date	Date Date
11.0	11.0	11.0	11.0	11.0
72.73%	27.27%			
Factor First Penod	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period
	ESCALAT	ESCALATION PER YEAR Year 6 through 10	rough 10	
,	1	1		1
Date Date	Date Date	Date Date	Date Date	Date Date
11.0	11.0	11.0	11.0	11.0
7.4.6				
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period
The esca	escalation factor for this project is:	100.00%		

Contract No.:	1-15-4656			Consultant:		GSG Cons	GSG Consultants, Inc	
Date:	2/11/2019			Escala	Escalation Factor:	100.00%		
				-		(From Exhibit C-1)		
	EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES	CLASSIFICA	TION MAN-H	OURS AND	RATES	-	DIRECT COST OVERTIME PREMIUM	COST PREMIUM
					Total Estimated Work Hours:	1,380.00	Total Estimated O/T Hours:	
					Average Hourly Rate:	\$37.81	Average Premium O/T Hourly Rate:	
					Total Direct Labor	\$52,177.80	Total Overtime Premium:	
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
Š	Principal *	\$50.00	\$70.00	\$70.00	\$70.00	30.00		
o <mark>N</mark>	Project Manager •	\$40.00	\$70.00	\$54.00	\$54.00	70.00		
S _O	Senior Engineer/Planner •	\$40.00	\$70.00	\$46.00	\$46.00	140.00		
No	Resident Engineer	\$40.00	\$70.00					
No	Project Engineer/Planner •	\$25.00	\$60.00	\$39.00	\$39.00	340.00		
No	Staff Engineer/Planner •	\$20.00	\$40.00	\$34.00	\$34.00	700.00		
N _O	Engineer /Accountant	\$20.00	\$60.00					
N _O	Senior Technical Specialist •	\$25.00	\$60.00					
oN E	Technical Specialist •	\$15.00	\$50.00					
o _N	Architect	\$30.00	\$70.00					
N N	Realty Specialists	\$20.00	\$70.00					
N _N	Intern	\$8.25	\$20.00					
ο _N	Admin/Clerical	\$8.25	\$40.00	\$28.00	\$28.00	100.00		

Contract No.:	I-15-4656	Consultant:	GSG Consultants, Inc

Date: 2/11/2019

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	Principal	Sassila, Ala	\$50 - \$70
Project Manager		Letzel, Scott	\$40 - \$70
		Olson, Jay	
		Suda, Robert	
		Thomas, Crispin	
Senior Engineer/Planner		Edgell. Dawn	\$40 - \$70
		Barlan, Alex	
		Kougias, George	
		Zhang, Min	
Resident Engineer	Resident-Engineer		\$40 - \$70
Project Engineer/Planner	Project Engineer	Chipko, Matthew	\$25 - \$60
	Project Engineer	Johnson, Charles	
	Project Engineer	Kasang, Thomas	
	Project Engineer	Riad, Ossama	
	Project Engineer	Shaheen, Ehab	
Staff Engineer/Planner	Staff Engineer	Banoub, Youssef	\$20 - \$40
	Staff Engineer	Flores, Edwin	
	Staff Engineer	Kizawi, Ameer	
	Staff Engineer	Mustafa, Saeed	
	Staff Engineer	Pranadjaja, Eric	
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist			\$25 - \$60
Technical Specialist	Inspector	Cagney, Thaddeus	\$15 - \$50
	Inspector	McCoy, David	
	Inspector	Motlani, Imran	
	Inspector	Nieves, Angel	
	Inspector	Rowe, Joshua	
	Inspector	Scott, Jeremiah	
	Inspector	Widhalm, Nicholas	

Contract No.: _	I-15-4656	Consultant: _	GSG Consultants, Inc

Date: 2/11/2019

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical	Administrator	Garman, Hala	\$8.25 - \$40
	Administrator	Zarco, Petra	

	EXHIBIT D	
	REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES	
A.	VEHICLE REIMBURSEMENT - rate based on link below http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx	
В.	ALLOWABLE DIRECT COSTS - based on link below https://www.illinoistollway.com/documents/20184/238673/LG TOL LWAY XX ALLOWABLEDIRECTCOSTS 12132013.PDF/b3dab3	
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	
	·	

Consultant:

GSG Consultants, Inc

Contract No.:

I-15-4656

09.12.2018

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

Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)
Ladeing Toyon and Fore (non COVERNIOR); TRAVEL CONTROL BOARD

Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)

Air Fare

Vehicles

Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)

Vehicle Rental (including tolls)

Vehicle Owned or Leased (does not include

personal vehicles, not owned by the company) (includes tolls)

Parking

Tolls (Personal Vehicles only)

Overtime

Shift Differential

Overnight Delivery/Postage Courier Service

Copies of Deliverables

Specific Insurance – required for project

CADD

Monuments - Permanent

Advertisements

2-way Radio

Telephone Usage

Weh Site

Facility Rental for Public Meetings & Exhibits/Rendering

& AV Equipment/Transcriptions

Recording Fees Courthouse Fees

Testing of Soil Samples

Lab Services (excluding Phase III normal construction

inspection such as beam breaks, cylinder breaks,

pavement cores)

Equipment rental specific for project (snooper for bridge

inspection, noise meter, etc.)

Specialized equipment – on an as needed basis with prior

approval

Traffic Systems

Storm sewer cleaning and televising

Traffic control and protection

Aerial photography, mapping and drone usage

Utility exploratory trenching

Coach Rate with 2 weeks advance purchase with ISTHA approval

Up to State rate maximum

Actual cost (up to State rate maximum)

Up to State rate maximum

Actual cost up to \$55/day

\$65/full day, \$32.50/half day (4 hours or less)

Actual Cost

Actual cost

Actual Cost

Premium portion

Actual cost (based on firm's policy)

Actual Cost

Actual Cost

Actual Cost

Actual Costs (Maximum of \$450.00/Mo)

Actual Cost

Actual Cost

Actual cost (Survey or Phase III only)

Actual Cost (Traffic System Monitoring Only)

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

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

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

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

NOTES:

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

Contract No.:	I-15-4656	Consultant:	GSG Consultants, Inc
	EXHI	BIT E - KEY PROJECT PER	SONNEL
Project Princip	oal:		
Project Manag	er:		
Project Engine	er:		
Resident Engi	neer:		-
Documentation	n Engineer:		
Project Civil E	ngineer:		
Project Structu	ıral Engineer:		
Project Draina	ge Engineer:		
Senior Engine	er:		
Others:	Name:		
	Classification:		
	Name:		
	Classification:		
	Name:		
	Classification:		
	Name:		
	Classification:		

EXHIBIT F

Contract No. I-15-4656

GSG Consultants, Inc.

SCOPE OF SERVICES

Modifications to the applicable portions of the DSE scope of work for additional design services requiring an increased level of effort as result of the following:

- 1.) I-294 Scope and Schedule Modifications
- 2.) Contract Packaging Changes
- 3.) Tollway Design Standard and Pavement Design Updates
- 4.) I-294 at County Line Road Exit Ramp Location Changes

EXHIBIT G

Contract No. I-15-4656

GSG Consultants, Inc

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
4200	C	Ф2 210 202 07	#11 000 000 00	2/21/2010
4300	Geotechnical - I294	\$2,310,302.96	\$11,000,000.00	3/31/2019
4302	Geotechnical - I294	\$815,627.00	\$444,000.00	12/31/2019
4656	Geotechnical - EOWA	\$1,225,000.00	\$420,000.00	3/1/2019
4659	Assessment and CM	\$2,275,000.00	\$100,000.00	06/31/2019
4677	Geotechnical - EOWA	\$556,000.00	\$511,000.00	3/1/2019
4257	Environmental - Various	\$750,000.00	\$570,000.00	12/31/2020
9775	GEC	\$10,724,576.00	\$7,500,000.00	12/31/2021
4281	CM - 159th Street Bridge	\$1,647,571.00	\$230,000.00	3/1/2019
4301	Geotechnical - I294	\$762,000.00	\$2,000.00	3/1/2019
4298	Geotechnical - I294	\$1,125,000.00	\$900,000.00	3/1/2019

Contract No.:	<u>l-15-4656</u>	Consultant:	GSG Consultants, Inc	
Jona act 110		Consultant.		

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.

DDE // CD				
DBE/MB	E/WBE	SUBCO	INSHI	IANIS

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)		<u> </u>		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)		\$ -
Additior	nal services funds require prior autho	rization before use			TOTAL DBE/MBE/WB	E Subconsultants:	\$ -
			Т	OTAL Add	litional Services DBE/MBE/WB		
					L Allowable Fee DBE/MBE/WB		1-11
			DBE/MBE/W		ntage of Total Fee (includes Ad		
					Total Fee (does not include Ad		<u>-</u>

Proj	ect	No
FIU	CCL	140

Const	ıltant:
CUIIS	manı.

GSG Consultants, Inc

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

Direct Labor Direct Costs S S	1	Alfred Benesch & Company		_	6			_
Services by Others		Direct Labor		_		Direct Labor		_
Additional Services " \$		Direct Costs		_		Direct Costs	\$ -	
Total this Subconsultant (ULC) S		Services by Others				Services by Others	\$ -	_
Bowman Consulting Group, Lid		Additional Services **	<u> </u>	-		Additional Services **	<u> </u>	_
Direct Labor S - Direct Labor S - Direct Costs S - Direct Labor S - Direct Costs S - Direct Labor S - Direct Costs S - Direct Labor S - Direct Labor S - Direct Costs S - Direct Costs S - Direct Costs S - Direct Costs S - Direct Labor S - Direct Costs S		Total this Subconsultant (ULC)		_\$ -		Total this Subconsultant (ULC)		\$ -
Direct Costs S Direct Costs S Direct Costs S Direct Costs S Direct Costs S Direct Costs S Direct Costs S Direct Costs S Direct Costs S Direct Labor S Direct Costs S Direct Costs S Direct Costs S Direct Costs S Direct Labor S Direct Labor S Direct Costs S Direct Cost	2	Bowman Consulting Group, Ltd		_	7			
Services by Others		Direct Labor	\$ -	_		Direct Labor	\$ -	_
Additional Services "		Direct Costs	\$ -	_		Direct Costs	\$ -	_
Total this Subconsultant (ULC) S		Services by Others		-		Services by Others	\$ -	_
Sample S		Additional Services **		_		Additional Services **	\$ -	_
Direct Labor S		Total this Subconsultant (ULC)				Total this Subconsultant (ULC)		_\$
Direct Costs S - Direct Costs S - Services by Others S - Additional Services " S - Additional Services by Others S - Additional Services " S - Direct Labor S - Additional Services " S - Direct Labor S - Additional Services " S - Direct Costs Direct Costs S - Direct Costs Direct	3	Juneau Associates, Inc., P.C.		_	8			
Services by Others S		Direct Labor	\$ -	_		Direct Labor	\$ -	_
Services by Others \$ -		Direct Costs	\$ -	_		Direct Costs	\$	_
Total this Subconsultant (ULC) \$ - Total this Subconsultant (ULC)		Services by Others	\$ -	_		Services by Others		_
Main Main		Additional Services **		_		Additional Services **	<u> </u>	_
Direct Labor \$ - Direct Costs \$ - Direct Costs \$ - Direct Costs \$ - Direct Costs \$ - Direct Costs \$ - Direct Costs \$ - Direct Costs \$ - Direct Costs \$ - Direct Costs \$ - Direct Costs \$ - Direct Costs \$ - Direct Costs \$ - Direct Costs \$ - Direct Labor \$ - Direct Labor \$ - Direct Costs \$ - Direct		Total this Subconsultant (ULC)				Total this Subconsultant (ULC)		\$ -
Direct Costs \$ - Direct Costs \$ - Services by Others \$ - Additional Services ** \$ - Total this Subconsultant (ULC) \$ - To	4	Knight E/A, Inc		_	9			
Services by Others \$ -		Direct Labor	\$ -	_		Direct Labor	\$ -	-
Additional Services " Total this Subconsultant (ULC) S Total this Subconsultant (ULC) S Total this Subconsultant (ULC) Direct Labor Direct Costs S Direct Costs Services by Others Additional Services "		Direct Costs	\$ -	_		Direct Costs	\$ -	_
Total this Subconsultant (ULC) \$ - Total this Subconsultant (ULC) 5 - Total this Subconsultant (ULC) 5 - Total this Subconsultant (ULC) 5 - Total this Subconsultant (ULC) 5 - Total this Subconsultant (ULC) 5 - Total this Subconsultant (ULC) 5 - Total this Subconsultant (ULC) 5 - Total this Subconsultant (ULC) 5 - Total this Subconsultant (ULC) 5 - Total this Subconsultant (ULC) 5 - Total this Subconsultant (ULC) 5 - Total this Subconsultant (ULC) 5 - Total this Subconsultant (ULC) 5 - Total this Subconsultant (ULC) 5 - Total this Subconsultant (ULC) 5 - Total this Subconsultant (ULC) 5 - Total this Subconsultant (ULC)		Services by Others	\$ -	_		Services by Others	\$ -	_
Table 20 Direct Labor \$ - Direct Labor \$ - Direct Costs \$ - Direct Costs \$ - Services by Others \$ - Services by Others \$ - Additional Services ** \$ - Additional Services ** \$ -		Additional Services **	\$ -	-		Additional Services **	<u> </u>	_
Direct Labor \$ - Direct Labor \$ - Direct Costs \$ - Direct Costs \$ - Services by Others \$ - Additional Services ** \$ -		Total this Subconsultant (ULC)				Total this Subconsultant (ULC)		\$ -
Direct Costs \$ - Direct Costs \$ - Services by Others \$ - Additional Services ** \$ - Additional Services ** \$ -	5				10			
Services by Others \$ - Services by Others \$ - Additional Services ** \$ - Additional Services ** \$ -		Direct Labor	\$ -	_		Direct Labor	\$ -	-
Additional Services ** \$ - Additional Services ** \$ -		Direct Costs	\$ -	_		Direct Costs	\$ -	
		Services by Others	\$ -	_		Services by Others		•
Total this Subconsultant (ULC)		Additional Services **	\$ -	_		Additional Services **	\$ -	_
Total tills Subconsultatil (ULC)		Total this Subconsultant (ULC)		\$		Total this Subconsultant (ULC)		<u> </u>

**	Additional	services	funds	require prior	authorization	before	use
----	------------	----------	-------	---------------	---------------	--------	-----

Т	OTAL Non-DBE/MBE/WBE Subconsultants:	\$

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

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

Contract Information Sheet

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

6480

840

Contract Number:	1-15-	1-15-4656				Con	Consultant:			CH2M	CH2M HILL, Inc.	
				EXHIE	EXHIBIT A: ESTIMATED TASK WORK HOURS	TIMATEC	TASK	VORK HC	OURS			
									2	Grand Total Exhibit A H	Exhibit ,	₹I
					×	MONTHS of YEAR 2019	f YEAR	2019				
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	
Contract S01-B					400	400	400	400	400	400	40	
Contract S26					400	400	400	400	400	400	800	
Ē												
												İ
TOTALS					800	800	800	800	800	800	840	

2480 4000

800

TOTAL HOURS

Contract No.:	I-15-4656	Consultant: _	CH2M	HILL, Inc.	
	<u>EXHIB</u>	IT B: FEE CALC	<u>ULATIONS</u>		
A. DIRECT LABO	R (without overtime)				
	7,707.00 X (Total Work Hours from Exhibit C-2)	\$ 49.05 (Average Hourly Rate from Exhibit C-2)	= TOTAL DIRECT SA	LARY \$	378,028.35
Mult	tiplier to be used on this project:				2.80
A	Allowable Multiplier = (2.8 DSE) (2.5	or 2.8 CM) (2.5 PMO)			
	DIRECT F	REGULAR SALA	RY TIMES MULTIPLIE	R <u>\$</u>	1,058,479.38
	LE DIRECT COSTS NOT Prime Consultant listed above.)	ELIGIBLE FOR I	PROFIT TOTAL DIRECT CO	OSTS	\$25.97
C. SERVICES BY	OTHERS				
То	otal Allowable Fee DBE/MBE/WBE \$	Subconsultant (from Ex	xhibit H) _\$	<u> </u>	
Total Allowab	ole Fee Non-DBE/MBE/WBE Subcor	nsultant (from Exhibit h	H (cont))_\$		
			TOTAL SERVICES BY OTH	ERS _\$	
	SERVICES (Prime Consultant) ERVICES (Subconsultants)	(Requ	uires prior authorization before	use)	
	,	(Requ	ires prior authorization before	use)	
		(Requ	TOTAL ADDITIONAL SERVI		
E. MAXIMUM ALL	OWABLE FEE (Upper Limit o	of Compensation)		\$	1,058,505.35

Date: 2/	1/1/2019			
	EXHIBIT C-1: PA	EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE	SCALATION TABLE	
	CONTRACT TERM:	11	No. OF MONTHS	
	SCHEDULED START DATE:	5/1/2019		
	RAISE DATE:	1/1/2020		
	PERCENT OF RAISE:	%0		
	ESCALAT	ESCALATION PER YEAR Year 1 through 5	rough 5	
5/1/2019 - 12/31/2019	9 1/1/2020 - 3/31/2020	1	1	•
Date Date	Date Date	Date Date	Date Date	Date Date
11.0	11.0	11.0	11.0	11.0
72.73% Factor First Period	27.27% Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period
	ESCALATI	ESCALATION PER YEAR Year 6 through 10	rough 10	
			1	
Date Date	Date Date	Date Date	Date Date	Date Date
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period
The es	The secalation factor for this project is:	700 006		

Con	Contract No.:	1-15-4656			Consultant:		CH2M H	CH2M HILL, Inc.	
	Date:	2/11/2019			Escala	Escalation Factor:	100.00%		
							(From Exhibit C-1)		
		EXHIBIT C-2: DIRECT LABOR C		TION MAN-I	-ASSIFICATION MAN-HOURS AND RATES	RATES		DIRECT COST OVERTIME PREMIUM	COST
						Total Estimated Work Hours:	7,707.00	Total Estimated O/T Hours:	
						Average Hourly Rate:	\$49.05	Average Premium O/T Hourly Rate:	
						Total Direct Labor	\$378,028.35	Total Overtime Premium:	
O D E	Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to	Average Average Hourly Rate for for Classification (See Note A to (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to	Estimated Overtime Hours (Overtime Hours Only) (See Note D to
	No	Principal	\$50.00	\$70.00					
	No	Project Manager	\$40.00	\$70.00					
	No	Senior Engineer/Planner	\$40.00	\$70.00	\$66.45	\$66.45	2,600.00		
	No	Resident Engineer	\$40.00	\$70.00					
	No	Project Engineer/Planner□	\$25.00	\$60.00	\$51.44	\$51.44	1,960.00		
	No	Staff Engineer/Planner	\$20.00	\$40.00	\$33.86	\$33.86	2,000.00		
	No	Engineer /Accountant	\$20.00	\$60.00					
	No	Senior Technical Specialist	\$25.00	\$60.00					
	No	Technical Specialist	\$15.00	\$50.00					
E)	No	Architect	\$30.00	\$70.00					
(H 1	No	Realty Specialists	\$20.00	\$70.00					
BI	No	Intern	\$8.25	\$20.00					
F ".	No	Admin/Clerical	\$8.25	\$40.00	\$32.02	\$32.02	1,147.00		
1"									

Contract No.:	I-15-4656

Date: 2/11/2019

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Principal Senior Engir	neer/Planner	Vice President Program Management 3/Manager of Talent 5	Pilecky, Lidia	\$50 - \$70
Senior Engir	neer/Planner			T
Senior Engir	neer/Planner		Chanøwitz, Aaron	
Senior Engir	neer/Planner			
		Structural Engineer 6	Mockenhaupt, Keith	\$40 - \$70
	<u> </u>	Project Management 3	Lynch, Steven (Steve)	
		Structural Engineer 5	Jason Centers	
		Project Management 3	Klatt, David (Dave)	
		Geotechnical Engineer 6	Gavin, Mattew (Matt)	
		Technologist Management 4	Farouz, Emad	
	<u> </u>	Project Management 2	Barthel, Paul	
		Project Management 1	Blackney, Chad	
		Project Management 2	Stoeck, William (Bill)	
		Geotechnical Engineer 6	Brusso, Kevin	
		Structural Engineer 6	Schmid, Karl	
		Technologist Professional 2	Panguluri, Srikanth	Date Pera Beaus
		Environmental Scientist 5	Herron, Gretchen	
		Civil Engineer 4	Buddu, Kavita	
Project Engineer/Planner⊔	Planner 5	Flaws, Deborah	\$25 - \$60	
	Transportation/Traffic Engineer 5	Shah, Manisha		
	Transportation/Traffic Engineer 4	Kukadia, Sarah		
		Geotechincal Engineer 3	Toloza Barria, Pablo	
		Transporation/Traffic Deisgn Technician 6	Santiago, Antonio, (Tony)	
		Transporation/Traffic Deisgn Technician 6	Spivey, Garry	
		Structural Design Technician 6	Weinert, Michael (Mike)	
-	Planner 6	King, Aimee		
		Engineer 4	Leska, Katherine (Katie)	
		Geotechnical Engineer 3	Knai, Hilde	
		Transportatoin/Traffic Design Technician 4	· · · · · · · · · · · · · · · · · · ·	
		Geologist 3	Mallison, James	
		Civil Engineer 1	Nguyen, Nhan Tam	
		Geotechnical Engineer 4	Padarath, Sara	
		Hydrogeologist 5	Spande, Erik	
	-	Biologist 4	Washebek Hackett, Michelle	
Staff Engine	er/Planner	Technician 2	Strehlow, Robert	\$20 - \$40
	C IOISTICE	Biologist 2	Wnuk, Ryan	ψ=υ - ψ=υ
·		Biologist 1		
		Civil Engineer 1	Wilson, Katherine Niroula, Biplesh	Namina Briefi

Contract No.: _	I-15-4656	Consultant:	CH2M HILL, Inc.
Date:_	2/11/2019		

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Admin/Clerical	Project Assistant 5	Belvisi, Rebecca (Becky)	\$8.25 - \$40
	Project Accounting Support 6	Guam, Edward (Ed)	
	Client Deliverables Service	Frausto, Sandra	
	Client Deliverables Support 7	Grignon, Christina	
	Project Assistant 7	Grimshaw, Kathleen (Kathy)	
-			
· · · · · · · · · · · · · · · · · · ·			

ract No.:	I-15-4656	Consultant:	CH2M HILL, Inc.	
		EXHIBIT D		
	REIMBURSABLE DIR	RECT COSTS - WORKSHE	ET ESTIMATES	
A.	VEHICLE REIMBURSEMENT - rate based on link below http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx			
	TITLD://www2.lillinois.gov/cms/Ei	<u> ripioyees/travel/Pages/Travelr</u>	<u>keimbursement.aspx</u>	
В.	ALLOWABLE DIRECT COSTS - based on link below https://www.illinoistollway.com/documents/20184/238673/LG TOL			
	LWAY XX ALLOWABLEDIRI			
C.	ITEMIZED DIRECT COSTS - Allowable Direct Costs list, v	written permission must be	eceived	
	from the Chief Engineer price	or to its inclusion. List those	below:	
	DIRECT COST CATEGORY			
		<u> </u>		
		THE STATE OF THE S		
	TOTAL DIRECT C	OSTS (Vehicles, Allowable a	nd Itemized) \$	25.97

Consultant:

Contract No.:

09.12.2018

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

Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD) Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)

Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)

Air Fare

Vehicles

Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)

Vehicle Rental (including tolls)

Vehicle Owned or Leased (does not include

personal vehicles, not owned by the company) (includes tolls)

Parking

Tolls (Personal Vehicles only)

Overtime

Shift Differential Overnight Delivery/Postage Courier Service

Copies of Deliverables

Specific Insurance - required for project

CADD

Monuments - Permanent

Advertisements 2-way Radio

Telephone Usage

Web Site

Facility Rental for Public Meetings & Exhibits/Rendering

Lab Services (excluding Phase III normal construction

& AV Equipment/Transcriptions

Recording Fees Courthouse Fees **Testing of Soil Samples**

inspection such as beam breaks, cylinder breaks,

pavement cores)

Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)

Specialized equipment - on an as needed basis with prior

approval

Traffic Systems

Storm sewer cleaning and televising Traffic control and protection

Aerial photography, mapping and drone usage Utility exploratory trenching

Actual cost

Up to State rate maximum

Actual cost (up to State rate maximum)

Coach Rate with 2 weeks advance purchase with

ISTHA approval

Up to State rate maximum

Actual cost up to \$55/day

\$65/full day, \$32.50/half day (4 hours or less)

Actual Cost

Actual Cost

Premium portion

Actual cost (based on firm's policy)

Actual Cost

Actual Cost

Actual Cost

Actual Costs (Maximum of \$450.00/Mo)

Actual Cost

Actual Cost

Actual cost (Survey or Phase III only)

Actual Cost (Traffic System Monitoring Only)

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

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

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

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

NOTES:

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

Contract No.:	I-15-4656	Consultant:	CH2M HILL, Inc.
	<u>E</u>)	(HIBIT E - KEY PROJECT PER	SONNEL
Project Princip	al:		
Drainet Manage			
Project Manage	er:		
Project Engine	er:		
Resident Engir	neer:		
Documentation	Engineer:		
Project Civil Er	ngineer:		
Project Structu	ral Engineer:		
Project Drainag	ge Engineer:		
Senior Enginee	er:	·	
Others:	Name:		
	Classification:		
	Name:		
	Classification:		<u>.</u>
	Name:		
	Classification:		
	Name		
	Name:		
	Classification:		

EXHIBIT F

Contract No. I-15-4656

CH2M HILL, Inc.

SCOPE OF SERVICES

Modifications to the applicable portions of the DSE scope of work for additional design services requiring an increased level of effort as result of the following:

- 1.) I-294 Scope and Schedule Modifications
- 2.) Contract Packaging Changes
- 3.) Tollway Design Standard and Pavement Design Updates
- 4.) I-294 at County Line Road Exit Ramp Location Changes

EXHIBIT G

Contract No. I-15-4656

CH2M HILL, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
PSB 11-3	Elgin O'Hare Western Bypass Tollway,	\$117,739,338.28	\$8,811,534.00	6/30/2022
	Design Corridor Manager			
PSB 14-3	RR-14-4224 I-294 Master Plan	\$38,347,000.00	\$75,000.00	7/31/2019
PSB 15-2	Elgin O'Hare Western Access, 4656 DSE	\$5,390,000.00	\$1,580,559.00	12/31/2019
PSB 16-3	I-16-4266 IL 53/120 EIS	\$25,000,000.00	\$5,475,764.00	6/30/2021
PSB 17-3	I-17-4300, I-294- Roosevelt to St. Charles	\$38,500,000.00	\$13,090,000.00	6/30/2020
	Ph II			
PSB 18-4	I-18-4700 Design Corridor Manager	\$29,500,000.00	\$18,827,500.00	12/31/2025
	Services (DCM) – EOWA Corridor			
	(Illinois Route 390/I-490)			
PTB 170-21	Various IL Safety Program Analysis &	\$12,000,000.00	\$3,845,893.00	7/2/2020
	Technical Support			
	District 1 Var/Var PM	\$1,800,000.00	\$385,500.00	12/12/2023
	District 8 Various Various	\$1,000,000.00	\$8,000.00	12/31/2021
PTB 180-23	IL Rte 3 Connector	\$1,785,649.00	\$508,000.00	7/31/2020
PTB 184-01	Various Bridge Inspection/Design	\$150,000.00	\$120,000.00	6/30/2021
PTB 157-10	US 20 Phase I	\$2,189,155.00	\$45,000.00	4/1/2019
	Statewide Structural	\$2,000,000.00	\$450,000.00	12/31/2021
PTB 162-06	Revlac	\$1,464,310.00	\$5,000.00	11/30/2019
PTB 168-06	Smart Highway Ph I and II	\$3,893,050.00	\$450,000.00	12/1/2022
.9-OPP-1423	Performance-Based Funding Tool	\$347,000.00	\$330,000.00	12/31/2019

^	tract	N.	
COII	traci	NO.	

Consultant: CH	2M HILL, Inc.
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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.

	SUBCONSULTANTS
DRE/MRE/WRE	20RCONSULTANTS

				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		····	<i>'</i>	Direct Labor		
	Direct Costs				Direct Costs	Φ.	
	Services by Others		_			<u>\$</u> -	-
	Additional Services **				Services by Others Additional Services **	\$ - \$ -	_
	Total this Subconsultant (ULC)	-	- ,\$ -		Total this Subconsultant (ULC)	\$ -	œ
	(020)				rotar this Subconsultant (OEC)		
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)		\$
١				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)		– \$ -
					· · · · · · · · · · · · · · · · · · ·		<u> </u>
·				10			
	Direct Labor		_		Direct Labor		•••
	Direct Costs	\$ -			Direct Costs	\$ -	enen
	Services by Others	\$ -	-		Services by Others	\$ -	_
	Additional Services **	\$ -	-		Additional Services **	\$	_
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$ -

TOTAL DBE/MBE/WBE Subconsultants: \$	_

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

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

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

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

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

^{**} Additional services funds require prior authorization before use

Contract Information Sheet

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

Consultant Name:

Juneau Associates, Inc., P.C.

Contract Number:

I-15-4656

Proposal Date:

2/11/2019

Exhibit Pointers

Editable cells in each exhibit are underlined in red

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

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

Contract Number:	1-15-	1-15-4656				Con	Consultant:		June	eau Assoc	Juneau Associates, Inc., P.C.	, P.C.	
				EXHI	EXHIBIT A: ESTIMATED TASK WORK HOURS	TIMATED	TASKV	VORK HC	ours				
									Gra	nd Total	Grand Total Exhibit A Hours	A Hours	876
					¥	MONTHS of YEAR 2019	f YEAR	2019					TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Task S01-B					28	26	26	26	28	26	26	26	212
Task S26					28	56	56	26	28	26	26	26	212
Tasl S06					28	56	56	26	28	26	26	26	212
TOTALS					84	78	78	78	84	78	78	78	636

Apr
56
78

Contract No.:	I-15-4656	Consultant: _	Juneau Associates	s, Inc., P.C.	
	<u>EXHIB</u>	IT B: FEE CALCL	<u>JLATIONS</u>		
A. DIRECT LABOR	R (without overtime)				
	(Total Work Hours from Exhibit C-2)	\$ 36.98 (Average Hourly Rate from Exhibit C-2)	= TOTAL DIRECT SALARY	\$	32,394.48
Multip	elier to be used on this project:				2.80
•	owable Multiplier = (2.8 DSE) (2.6	5 or 2.8 CM) (2.5 PMO)	•		
	DIRECT R	REGULAR SALAR	Y TIMES MULTIPLIER	\$	90,704.54
	E DIRECT COSTS NOT rime Consultant listed above.)	ELIGIBLE FOR F	PROFIT TOTAL DIRECT COSTS		\$5,523.22
Total	Allowable Fee DBE/MBE/WBE S	Subconsultant (from Ex	hibit H) _\$		
Total Allowable F	Fee Non-DBE/MBE/WBE Subcon	sultant (from Exhibit H	(cont)) <u>\$</u> -		
			TOTAL SERVICES BY OTHERS	\$	
	ERVICES (Prime Consultant) ERVICES (Subconsultants)	(Requir	res prior authorization before use) res prior authorization before use) TOTAL ADDITIONAL SERVICES res prior authorization before use)	\$	-
E. MAXIMUM ALLO	OWABLE FEE (Upper Limit	of Compensation)	·	\$ 9	6,227.76

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE	
No. OF MONTHS	
1	
1	
ESCALATION PER YEAR Year 1 through 5	
	1
Date Date	Date Date
11.0	11.0
Escalation Factor Third Period	Escalation Factor Fifth Period
ESCALATION PER YEAR Year 6 through 10	
	3
Date Date	Date Date
11.0	11.0
Escalation Factor Ninth Period	Escalation Factor Tenth Period
١١١	11.0 11.0 Escalation Factor Ninth Period

EXHIBIT C.2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES Total Series of the Continue	ပ	Contract No.:	1-15-4656			Consultant:		Juneau Associates, Inc., P.C.	ates, Inc., P.C.	
EXHIBIT C.2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES Total Direct Estimated Or Forming		Date				Escala	tion Factor:	100.00% (From Exhibit C-1)		
Principal Permittan			EXHIBIT C-2: DIRECT LABOR		TION MAN-F	IOURS AND	RATES		DIRECT	COST
Parameter Para							Total Estimated Work Hours:	876.00	Total Estimated O/T Hours:	
Classification Classification Classification Premium Pre							Average Hourly Rate:	\$36.98	Average Premium O/T Hourly Rate:	
Classification Tollway Permitted Premitted Pre							Total Direct Labor	\$32,394.48	Total Overtime Premium:	
No Principal \$50.00 \$70.00 No Project Manager \$40.00 \$70.00 \$70.00 No Resident Engineer/Planner \$40.00 \$70.00 \$70.00 No Project Engineer/Planner \$25.00 \$60.00 \$28.20 No Staff Engineer/Planner \$20.00 \$40.00 \$28.20 No Engineer/Accountant \$20.00 \$60.00 \$27.30 No Technical Specialist \$15.00 \$50.00 \$27.30 No Technical Specialist \$15.00 \$20.00 \$25.00 No Architect \$30.00 \$70.00 \$25.00 No Intern \$8.25 \$20.00 \$40.00 No Intern \$8.25 \$20.00 No Admin/Clerical \$8.25 \$40.00		Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to	Estimated Overtime Hours (Overtime Hours Only) (See Note D to
No Project Manager \$40.00 \$70.00 \$70.00 \$70.00 No Resident Engineer/Planner \$40.00 \$70.00 \$70.00 \$70.00 No Project Engineer/Planner \$25.00 \$60.00 \$28.20 \$28.20 No Staff Engineer/Planner \$20.00 \$40.00 \$27.30 \$28.20 No Engineer /Accountant \$20.00 \$60.00 \$27.30 \$27.30 No Senior Technical Specialist \$15.00 \$60.00 \$27.30 \$25.50 No Architect \$30.00 \$70.00 \$25.50 \$25.50 No Realty Specialists \$20.00 \$70.00 \$25.50 \$25.50 No Realty Specialists \$20.00 \$70.00 \$25.50 \$25.50 No Intern \$82.5 \$20.00 \$70.00 \$70.00 No Intern \$82.00 \$70.00 \$70.00 \$70.00 \$70.00 No Intern \$88.25 \$40.00 \$80.00 \$80.00		N _O	Principal	\$50.00	\$70.00					
No Senior Engineer/Planner \$40.00 \$70.00 \$70.00 \$70.00 No Resident Engineer/Planner \$40.00 \$50.00 \$28.20 \$28.20 No Staff Engineer/Planner \$20.00 \$40.00 \$28.20 \$28.20 No Engineer/Accountant \$20.00 \$60.00 \$27.30 \$27.30 No Senior Technical Specialist \$15.00 \$50.00 \$25.50 \$25.50 X No Technical Specialist \$30.00 \$70.00 \$25.50 \$25.50 X No Architect \$20.00 \$70.00 \$70.00 \$25.50 X No Intern \$8.25 \$20.00 \$70.00 \$70.00 X No Admin/Clerical \$8.25 \$40.00 \$70.00 \$70.00	İ	S _O	Project Manager	\$40.00	\$70.00					
No Resident Engineer/Planner \$40.00 \$70.00 No Staff Engineer/Planner \$25.00 \$60.00 \$28.20 No Engineer/Accountant \$25.00 \$60.00 \$27.30 \$28.20 No Technical Specialist \$15.00 \$60.00 \$25.50 \$25.00 No Architect \$30.00 \$70.00 \$25.00 \$25.00 No Realty Specialists \$20.00 \$70.00 \$70.00 No Intern \$8.25 \$20.00 \$70.00 No Admin/Clerical \$8.25 \$40.00		No		\$40.00	\$70.00		\$70.00	196.00		1915
No Project Engineer/Planner \$25.00 \$60.00 \$28.20 \$28.20 No Engineer/Accountant \$20.00 \$27.30 \$27.30 \$27.30 No Senior Technical Specialist \$25.00 \$60.00 \$27.30 \$27.30 X No Technical Specialist \$15.00 \$50.00 \$25.50 \$25.50 X No Architect \$30.00 \$70.00 \$70.00 \$25.50 X No Realty Specialists \$20.00 \$70.00 \$70.00 \$25.50 X No Intern \$8.25 \$20.00 \$70.00 \$70.00 X No Admin/Clerical \$8.25 \$40.00 \$70.00 \$70.00		N _O	Resident Engineer	\$40.00	\$70.00					
No Staff Engineer/Planner \$20.00 \$40.00 \$28.20 \$28.20 No Engineer / Accountant \$20.00 \$60.00 \$27.30 \$27.30 No Senior Technical Specialist \$15.00 \$60.00 \$25.50 \$25.50 X No Architect \$30.00 \$70.00 \$25.50 \$25.50 X No Architect \$20.00 \$70.00 \$70.00 \$25.50 X No Intern \$82.0 \$20.00 \$70.00 \$70.00 X No Admin/Clerical \$8.25 \$40.00 \$40.00 \$70.00		N _O	Project Engineer/Planner *	\$25.00	\$60.00					
No Engineer / Accountant \$20.00 \$60.00 \$27.30 \$27.30 No Technical Specialist \$15.00 \$50.00 \$25.50 \$25.50 X No Architect \$30.00 \$70.00 \$25.50 H No Realty Specialists \$20.00 \$70.00 H No Intern \$82.5 \$20.00 Intern \$8.25 \$40.00 \$40.00	,	N _o	Staff Engineer/Planner	\$20.00	\$40.00		\$28.20	322.00		
No Senior Technical Specialist \$25.00 \$60.00 \$25.50 \$25.50 No Architect \$30.00 \$70.00 \$70.00 \$25.50 No Realty Specialists \$20.00 \$70.00 \$70.00 No Intern \$8.25 \$20.00 \$40.00		N _O	Engineer /Accountant	\$20.00	\$60.00		\$27.30	258.00		
No Technical Specialist \$15.00 \$55.50 \$25.50 No Architect \$30.00 \$70.00 \$70.00 No Interm \$8.25 \$20.00 \$70.00 No Interm \$8.25 \$40.00		N _O	Senior Technical Specialist	\$25.00	\$60.00					
No Architect \$30.00 No Realty Specialists \$20.00 No Intern \$8.25 No Admin/Clerical \$8.25	ĺ		Technical Specialist	\$15.00	\$50.00		\$25.50	100.00		
No Realty Specialists \$20.00 No Intern \$8.25 No Admin/Clerical \$8.25	ΕXI		Architect	\$30.00	\$70.00					
No Intern \$8.25 No Admin/Clerical \$8.25	116		Realty Specialists	\$20.00	\$70.00					
No Admin/Clerical * \$8.25	111		Intern	\$8.25	\$20.00					
	<u> </u>		Admin/Clerical *	\$8.25	\$40.00					

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Contract No.:	1-15-4656	Consultant:	Juneau Associates, Inc., P.C.

Date: 2/11/2019

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal			\$50 - \$70
Project Manager			\$40 - \$70
Senior Engineer/Planner	Professional VIII	Wesley W. Herndon	\$40 - \$70
Resident Engineer			\$40 - \$70
Project Engineer/Planner			\$25 - \$60
Staff Engineer/Planner	Professional I	David L. Massey	\$20 - \$40
Engineer /Accountant	Technician IV	Tiffany L. Meier	\$20 - \$60
Senior Technical Specialist			\$25 - \$60
Technical Specialist	Technician III	Eric E. Roth	\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical			\$8.25 - \$40
.,			

Contract No	o.:	656 C	onsultant:	Juneau Associates, Inc., P.C.
		<u>EX</u>	HIBIT D	
	REIMBURS	ABLE DIRECT C	OSTS - WOR	KSHEET ESTIMATES
A.		JRSEMENT - rate b gov/cms/Employee		elow TravelReimbursement.aspx
В.	https://www.illinoist	ECT COSTS - base collway.com/docume VABLEDIRECTCOS	ents/20184/2386	373/LG TOL
C.	Allowable Direct (Γ COSTS - For any Costs list, written μ gineer prior to its i	permission mu	st be received
	DIRECT COST CA	TEGORY		
			<u></u>	
	TOTAL	DIRECT COSTS (V	ehicles, Allow	able and Itemized) \$ 5,523.22

09.12.2018

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

Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)
Air Fare

Vehicles

Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)

Vehicle Rental (including tolls)

Vehicle Owned or Leased (does not include

personal vehicles, not owned by the company) (includes tolls)

Parking

Tolls (Personal Vehicles only)

Overtime

Shift Differential

Overnight Delivery/Postage Courier Service

Copies of Deliverables

Specific Insurance – required for project

CADD

Monuments – Permanent

Advertisements 2-way Radio Telephone Usage

Web Site

Facility Rental for Public Meetings & Exhibits/Rendering

& AV Equipment/Transcriptions

Recording Fees Courthouse Fees Testing of Soil Samples

Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks,

pavement cores)

Equipment rental specific for project (snooper for bridge

inspection, noise meter, etc.)

Specialized equipment – on an as needed basis with prior

approval

Traffic Systems

Storm sewer cleaning and televising Traffic control and protection

Aerial photography, mapping and drone usage

Utility exploratory trenching

Up to State rate maximum

Actual cost (up to State rate maximum)

Actual cost

Coach Rate with 2 weeks advance purchase with

ISTHA approval

Up to State rate maximum Actual cost up to \$55/day

\$65/full day, \$32.50/half day (4 hours or less)

Actual Cost

Actual Cost

Premium portion

Actual cost (based on firm's policy)

Actual Cost

Actual Cost

Actual Cost

Actual Costs (Maximum of \$450.00/Mo)

Actual Cost

Actual Cost

Actual cost (Survey or Phase III only)

Actual Cost (Traffic System Monitoring Only)

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

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

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

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

NOTES:

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

Contract No.:	I-15-4656	Consultant:	Juneau Associates, Inc., P.C.
	EXH	IIBIT E - KEY PROJECT PE	ERSONNEL
Project Princip	oal:		
Project Manag	er:		
Project Engine	eer:		
Resident Engi	neer:		
Documentation	n Engineer:		
Project Civil E	ngineer:		
Project Structu	ıral Engineer:		
Project Draina	ge Engineer:		
Senior Engine	er:		
Others:	Name:		
	Classification:		
	Name:		
	Classification:		
	Name:	-	
	Classification:		
	Name:		
	Classification:		

EXHIBIT F

Contract No. I-15-4656

Juneau Associates, Inc., P.C.

SCOPE OF SERVICES

Modifications to the applicable portions of the DSE scope of work for additional design services requiring an increased level of effort as result of the following:

- 1.) I-294 Scope and Schedule Modifications
- 2.) Contract Packaging Changes
- 3.) Tollway Design Standard and Pavement Design Updates
- 4.) I-294 at County Line Road Exit Ramp Location Changes

EXHIBIT G

Contract No. I-15-4656

Juneau Associates, Inc., P.C.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
	Surveying Services. Tri-State Tollway,	\$50,000.00	\$23,301.00	2.28.2019
I-16-4283	Jane Addams Memorial Construction Management Upon Request. On-call and as-needed construction management services.	\$100,000.00	\$33,656.00	12.31.2018
RR-17-4292	Construction Management Services. Systemwide, Veterans Memorial Tollway, Pavement Preservation	\$22,074.00	\$12,080.00	10.31.2018
I-17-4301	Phase II Engineering Services. Tri-State Tollway, Roadway Reconstruction, St. Charles Rd (M.P. 32.3) to North Avenue/Lake St. (M.P. 33.5)	\$212,000.00	\$158,168.00	10.31.2021
I-17-4308	Phase II Engineering Services. Tri-State Tollway, ITS & Lighting installation, 95th St. (M.P. 17.8) to Balmoral Ave. (M.P. 40.0)	\$152,000.00	\$147,457.00	12.31.2022
I-17-4309	Phase II Engineering Services. Tri-State Tollway, Advanced MOT Rehabilitation 95th St (M.P. 17.8) to East West Connector (M.P. 29.1)	\$29,000.00	\$29,000.00	12.31.2021
I-17-4310	Phase II Engineering Services. Tri-State Tollway, Advance MOT Rehabilation, East West Connector (M.P. 29.1) to Balmoral Ave. (M.P. 40.0).	\$14,381.34	\$14,381.34	12.31.2022
RR-17-4314	Construction Management Services. Tri- State Tollway (I-2954) Pavement and Structural Preservation and Rehabilitation, M.P. 40.0 (Balmoral Ave) to M.P. 52.9 (Lake Cook Road). Construction Management Services	\$83,100.00	\$83,100.00	12.1.2018
I-17-4315	Construction Insp. & Surveying. Tri-State Tollway, Construction Management Upon Request. Phase III Engineering Services	\$150,000.00	\$150,000.00	9.30.2022
I-18-4352	Reagan Memorial Tollway (1-188), Windsor Road Bridge Widening. Phase II Engineering Services	\$33,800.00	\$33,800.00	11.30.2018

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

Contract No.:	I-15-4656	Consultant:	Juneau Associates, Inc., P.C.
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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.

DRF/M	BF/WRF	SUBCON	NSUL:	TANTS

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 —	5		_	7			_	
	Direct Labor		_		Direct Labor		-	
	Direct Costs				Direct Costs	\$ -	_	
	Services by Others		_		Services by Others	\$	-	
	Additional Services **				Additional Services **	<u> </u>	<u>.</u>	
	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	W	-	
	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	<u> </u>	_		Direct Costs	\$ -	_	
	Services by Others	\$ -	_		Services by Others	\$ -	-	
	Additional Services **	<u> </u>			Additional Services **	_\$ -	_	
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$	<u> </u>
Addition	al services funds require prior autho	rization before use			TOTAL DBE/MBE/WB	F Subconsultants:	•	_
				TOTAL 4 ::				
					litional Services DBE/MBE/WB			-
					L Allowable Fee DBE/MBE/WB			-
					ntage of Total Fee (includes Ad Total Fee (does not include Ad			
			PULITION WIDE PE	rveniaye or	i viai nee (uves not include Ad	uiuuiiai Jervices):		

P	roi	ect	No.
г	ıv	GC f	HU.

CO	nsu	11.11	MT:

Juneau Associates, Inc., P.C.

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.

1 _				6			_
	Direct Labor		_		Direct Labor		_
	Direct Costs		_		Direct Costs	\$ <u>-</u>	_
	Services by Others		_		Services by Others	\$ -	_
	Additional Services **		_		Additional Services **	<u> </u>	_
	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)		<u> </u>		Total this Subconsultant (ULC)		\$ -
Additio	nal services funds require prior author	ization before use			TOTAL Non-DBE/MBE/M	/BE Subconsultants:	<u> </u>
			το	TAL Additi	onal Services Non-DBE/MBE/M	/RF Subconsultante	_

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

Contract Information Sheet

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

Consultant Name:	Rubinos & Mesia Engineers, Inc.	
Contract Number:	I-15-4656	
Proposal Date:	2/11/2019	
Exhibit Pointers	Editable cells in each exhibit are underlined in red	
	Notes and guidance for each exhibit are on the right of the exhibits in yellow text box	xes
	A full set of instructions to complete the exhibits is available on the Tollway's website	е

JC.		urs 1,789	TOTAL HOURS	Dec	54 432		54 432									1296
ineers, li		oit A Ho			54	54	54									162
sia Eng		al Exhit	÷	Nov												
Rubinos & Mesia Engineers, Inc.		Grand Total Exhibit A Hours		Oct	54	Ş	54									162
Rubir	OURS	Sr.		Sep	54	54	54									162
	VORK H		2019	Aug	52	25	75									162
Consultant:	TASKV		MONTHS of YEAR 2019	Jul	54	54	54		 							162
Con	IMATED		ONTHS o	Jun	54	\$	54									162
	EXHIBIT A: ESTIMATED TASK WORK HOURS		W	May	54	54	54									791
	EXHIE			Apr												
			:	Mar												
4656				Feb												
1-15-4656				Jan												
Contract Number:			•	TASK	S01-B	90.	.26									TOTALS

MONTHS of YEAR 2020	Contract Number:	1-15-4656	4656			İ	S	Consultant		Rubir	S & Mes	Rubinos & Mesia Engineers, Inc.	ers, Inc.	
Jan Feb Mar Apr May Jun Jul Aug Sep Oct 54 54 56					EXHIE	SIT A: ES	TIMATE	O TASK (NORK H	ours				
Jan Feb Mar Apr May Jun Jul Aug Sep Oct 54 54 56 6 6 6 6 6 6 54 54 56 6 6 6 6 6 6 64 54 56 6 6 6 6 6 6 6 75 76						Σ	ONTHS	of YEAR	2020					TOTAL HOURS
54 54 56 54 54 56 54 54 56 6 6 7 6 7 6 7 6 7 6 7 6 7 6 7 6 7 6 7 6	TASK	Jan	Feb	Mar	Apr		Jun	lut	Aug	Sep	Oct	Nov	Dec	
54 54 54	S01-B	54	54	25										165
54 54 54 SA	S06	54	54	26							:			164
	S26	54	54	99										164
727	j.													
727														
727														
727														
757														
757														
757														
1007														
1007														
1007														
100														
1007														
787														
180	3.7													:
180														i
180														
701 701	TOTALS	162	162	169										493

Contract No.:	I-15-4656	Consultant:	Rubinos & Mesia En	gineers	, Inc.
	EXHIB	IT B: FEE CALCULAT	<u>IONS</u>		
A. DIRECT LABO	R (without overtime)				
	1,789.00 X (Total Work Hours from Exhibit C-2)	\$ 48.00 = (Average Hourly Rate from Exhibit C-2)	TOTAL DIRECT SALARY	\$	85,872.00
Mult	iplier to be used on this project:				2.80
	llowable Multiplier = (2.8 DSE) (2.4	5 or 2.8 CM) (2.5 PMO)			2.00
	DIRECT R	EGULAR SALARY TI	MES MULTIPLIER	\$	240,441.60
	LE DIRECT COSTS NOT Prime Consultant listed above.)	ELIGIBLE FOR PRO	TOTAL DIRECT COSTS		\$101.13
C. SERVICES BY	OTHERS				
Tota	al Allowable Fee DBE/MBE/WBE S	ubconsultant (from Exhibit H)_\$		
Total Allowable	Fee Non-DBE/MBE/WBE Subcon	sultant (from Exhibit H (cont))_\$		
		тот	AL SERVICES BY OTHERS	\$	
D. ADDITIONAL S	SERVICES (Prime Consultant)		or authorization before use)		
ADDITIONAL S	ERVICES (Subconsultants)	(Requires pri	or authorization before use)		
			AL ADDITIONAL SERVICES	\$	_
			or authorization before use)	Ψ	
E. MAXIMUM ALL	OWABLE FEE (Upper Limit	of Compensation)		\$	240,542.73

Contract No.:	1-15-4656	Consultant:		Rubinos & Mesia Engineers, Inc.
Date: 2	2/11/2019			
	EXHIBIT C-1:	EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE	SCALATION TABLE	
	CONTRACT TERM:	11	No. OF MONTHS	
	SCHEDULED START DATE:	5/1/2019		
	RAISE DATE:			
	PERCENT OF RAISE:	%0		
	ESCAL	ESCALATION PER YEAR Year 1 through 5	hrough 5	
5/1/2019 - 12/31/2019	9 1/1/2020 - 3/31/2020		- 1	1
Date Date	Date Date	Date Date	Date Date	Date Date
11.0	11.0	11.0	11.0	11.0
72.73% Factor First Period	27.27% Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period
	ESCALA	ESCALATION PER YEAR Year 6 through 10	rough 10	
- Date Date	Date Date	- Date Date	Date	- Date Date
11.0	11.0	11.0	11.0	11.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period
The es	escalation factor for this project is:	100.00%		
	•		ı	

		DIRECT COST OVERTIME PREMIUM				Estimated Overtime Hours (Overtime Hours Only) (See Note D to													
Engineers, Inc.		DIREC OVERTIME	Total Estimated O/T Hours:	Average Premium O/T Hourly Rate:	Total Overtime Premium:	Escalated Average Premium Overtime Hourly Rate (See Note C to													
Rubinos & Mesia Engineers, Inc.	100.00% (From Exhibit C-1)		1,789.00	\$48.00	\$85,872.00	Estimated Work Hours (Including Overtime)	190.00	190.00	505.00		450.00		304.00		150.00				
	Escalation Factor: _	RATES	Total Estimated Work Hours:	Average Hourly Rate:	Total Direct Labor	Escalated Average Hourly Rate for Classification (See Note B to	\$60.00	\$60.00	\$53.30		\$42.50		\$40.00		\$32.50				
Consultant:	Escala	ASSIFICATION MAN-HOURS AND RATES				Escalated Average Average Hourly Rate for Classification (See Note A to (See Note B to Right) Right)	\$60.00	\$60.00	\$53.30		\$42.50		\$40.00		\$32.50				
		TION MAN-				Tollway MAXIMUM Hourly Rate for Classification	\$70.00	\$70.00	\$70.00	\$70.00	\$60.00	\$40.00	\$60.00	\$60.00	\$50.00	\$70.00	\$70.00	\$20.00	\$40.00
		CLASSIFICA				Tollway MINIMUM Hourly Rate for Classification	\$50.00	\$40.00	\$40.00	\$40.00	\$25.00	\$20.00	\$20.00	\$25.00	\$15.00	\$30.00	\$20.00	\$8.25	\$8.25
1-15-4656	2/11/2019	EXHIBIT C-2: DIRECT LABOR CL				Tollway Classification	Principal *	Project Manager	Senior Engineer/Planner *	Resident Engineer	Project Engineer/Planner	Staff Engineer/Planner	Engineer /Accountant •	Senior Technical Specialist	Technical Specialist	Architect	Realty Specialists	Intern	Admin/Clerical
Contract No.:	Date:					Classification Eligible for Premium Overtime?	No	No	Š	S _O	S _N	No	No	No	o _N	₂	ջ Bi	No	٥ 1"

Contract No.: 1-15-4656	Consultant:	Rubinos & Mesia Engineers, Inc.
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Date:= 2/11/2019

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	Principal	Dipak Shah	\$50 - \$70
	Principal	Farhad Rezai	
Project Manager	Principal	Mohsen Farahany	\$40 - \$70
Senior Engineer/Planner		Faiq Aqueel	\$40 - \$70
		Khawaja Nizamuddin	
Resident Engineer			\$40 - \$70
Project Engineer/Planer		Patrick Hodina	205 200
Project Engineer/Planner			\$25 - \$60
		Michael Ryann	
		Behzad Amini	
		Babu Patel	/
		Patrick Haavig	
Ota# Farriage (Plane)		Thomas Harroun	
Staff Engineer/Planner		All AA .	\$20 - \$40
Engineer /Accountant		Alicia Manjarrez	\$20 - \$60
		Marek Wolniewicz	
		Julio Berduo	
. =		Michael Ready	
		Victoria Alvarez	
		Nihar Shah	
		Sean Kwon	
Senior Technical Specialist			\$25 - \$60
Technical Specialist		Algis Vasonis	\$15 - \$50
		Hannibal Ferrera	
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical			\$8.25 - \$40
	· ·		
TRF 6/3/18			

Contract	No.:	I-15-4656	Cons	ultant:	Rubinos & Mesia Engineers, Inc.
			<u>EXHIB</u>	IT D	
		REIMBURSABLE	DIRECT COST	s - WORKS	SHEET ESTIMATES
A.		CLE REIMBURSEM			ow avelReimbursement.aspx
В.	https:	OWABLE DIRECT C ://www.illinoistollway. Y XX ALLOWABLE	com/documents/2	0184/238673	
C.	Allov	IIZED DIRECT COST vable Direct Costs I the Chief Engineer	ist, written permi	ssion must	be received
	DIRE	CT COST CATEGO	RY		
	Misc	ellaneous			
					
					
			· · · · · · · · · · · · · · · · · · ·		

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)

101.13

\$

09.12.2018

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

Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD) Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD) Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD) Air Fare

Vehicles

Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)

Vehicle Rental (including tolls)

Vehicle Owned or Leased (does not include

personal vehicles, not owned by the company) (includes tolls)

Parking

Tolls (Personal Vehicles only)

Overtime

Shift Differential

Overnight Delivery/Postage Courier Service

Copies of Deliverables

Specific Insurance - required for project

CADD

Monuments - Permanent

Advertisements 2-way Radio Telephone Usage

Web Site

Facility Rental for Public Meetings & Exhibits/Rendering

& AV Equipment/Transcriptions

Recording Fees Courthouse Fees **Testing of Soil Samples**

Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks,

pavement cores)

Equipment rental specific for project (snooper for bridge

inspection, noise meter, etc.)

Specialized equipment - on an as needed basis with prior

approval

Traffic Systems Storm sewer cleaning and televising

Traffic control and protection

Aerial photography, mapping and drone usage

Utility exploratory trenching

Up to State rate maximum

Actual cost (up to State rate maximum)

Actual cost

Coach Rate with 2 weeks advance purchase with

ISTHA approval

Up to State rate maximum Actual cost up to \$55/day

\$65/full day, \$32.50/half day (4 hours or less)

Actual Cost

Actual Cost

Premium portion

Actual cost (based on firm's policy)

Actual Cost Actual Cost

Actual Cost

Actual Costs (Maximum of \$450.00/Mo)

Actual Cost

Actual Cost

Actual cost (Survey or Phase III only)

Actual Cost (Traffic System Monitoring Only)

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost Actual Cost

Actual Cost

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

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

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

NOTES:

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

Contract No.:	I-15-4656	Consultant:	Rubinos & Mesia Engineers, Inc.
	į	EXHIBIT E - KEY PROJECT P	ERSONNEL
Project Princi	pal:	See Below	
Project Manag	ger:	See Below	
Project Engin	eer:	Patrick Hodina PE	
Resident Eng	ineer:		
Documentation	on Engineer:		
Project Civil E	Engineer:	Behzad Amini PE	
Project Struct	tural Engineer:	Thomas Harroun SE	
Project Draina	age Engineer:	Patrick Haavig PE	
Senior Engine	er:		
Others:	Name:	Mohsen Farahany PE SE	
	Classification:	Principal \$ Sr. Project Manag	ger
	Name:	Farhad Rezai, SE PE	
	Classification:	Principal \$ QA/QC Manager	
	Name:	Babu Patel PE	
	Classification:	Roadway QA/QC	
	Name:		
	Classification:		

EXHIBIT F

Contract No. I-15-4656

Rubinos & Mesia Engineers, Inc.

SCOPE OF SERVICES

PROJECT: Elgin O'Hare Western Access

COUNTY: Cook

TOLLWAY CONTRACT NO.: I-15-4656

RME - Rubinos & Mesia Engineers, Inc., as a sub-consultant to Benesch shall be responsible for multiple structural tasks for the subject project.

The structural design tasks are as follows:

1. Design Contract 5 — S01-B Work Package:

1) Addison Creek Tributary Culvert extension Review 60% comments Prefinal and Final PS&E submittals

2. Design Contract 8 — S06 Work Package:

1)Ramp S1 (SB I-490 to SB I-294) Pier 4 and Pier 5
Preliminary, Prefinal and Final PS&E submittals

3. Design Contract — S26 Work Package:

1)I-294 Roadway and Bridge Widening and Reconstruction North Ave. to S. of Grand Ave. a. TBD

EXHIBIT G

Contract No. I-15-4656

Rubinos & Mesia Engineers, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
174-008	IDOT FAP 344 (IL 83), at IL 171	\$451,637	\$10,000	Dec-17
D-91-340-14	(Archer Ave.) South Junction			
CDOT	Chicago Halsted and Chicago River	\$260,000	\$73,000	Dec-18
0001	Phase II	\$5,750,000	\$316,000	Dec-20
14-1 Item 18	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	40,100,000	ψο 10,000	DC0-20
I-14-4196	Tollway I-90 and System wide, Design Services Upon Request	\$1,224,865	\$467,000	Nov-19
15-2 Item 5 I-15-4656	Supplement	\$1,965,000	\$1,800,000	Dec-20
17-2 Item 4	Tollway Elgin O'Hare Western Access, I-294 to I-90	\$1,100,000	\$970,000	Dec-20
I-17-4677	, 25 / 16 / 65	\$1,585,000	\$1,003,000	Oct-22
	Tollway Elgin O'Hare Western Access, Devon Ave. to Pratt Blvd.	, ,, , , , , , , , , , , , , , , , , , ,	4 1,000,000	00
17-2 Item 5				
i-17-4678	Tollway Elgin O'Hare Western Access, Pratt Blvd. to Touhy Ave.			
17-3 Item 11	Tri-State Tollway, Bridge Rehabilitation, Bridge Repairs, Bridge Demolition,			
I-17-4306	Various Locations			

- 1	-1	5	-4	6	5	6	

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Rubinos & Mesia Engineers, Inc.

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE	WBE S	UBCON	SULTANTS
---------	-------	-------	----------

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)		_ \$ -
			<u> </u>		(,		
3	Bir (Inh.)		_	8			_
	Direct Labor		_		Direct Labor		_
	Direct Costs	\$ -	_		Direct Costs	<u> </u>	_
	Services by Others	\$ -	_		Services by Others	\$ -	_
	Additional Services **	<u> </u>	_		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	<u></u>		_
	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)		<u> </u>

**	Additional	services	funds	require	prior	authorization	hefore	1150
	Additional	34141663	lulius	require	Prior	authorization	Delote :	แระ

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

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ -DBE/MBE/WBE Percentage of Total Fee (includes Additional Services):

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

D	roi	۱.	~+	M	_

I-15-4656

Cons	

Rubinos & Mesia Engineers, Inc.

EXHIBIT H - SERVICES BY OTHERS (continued)

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

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 **	\$ -	-
			- \$ -			<u> </u>	• •
	Total this Subconsultant (ULC)		<u> </u>		Total this Subconsultant (ULC)		Φ -

OTAL Non-DBE/MBE/WBE Subconsultants:	\$ ·

^{**} Additional services funds require prior authorization before use

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

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

Contract Information Sheet

Complete the follo	wing information and it will be populated on every exhibit.	
Consultant Name:	The Roderick Group, Inc.	•
Contract Number:	I-15-4656	
Proposal Date:	2/11/2019	
Exhibit Pointers	Editable cells in each exhibit are underlined in red	
	Notes and guidance for each exhibit are on the right of the exhibits set of instructions to complete the exhibits is available.	•

Contract Number:	1-15	1-15-4656	I			Con	Consultant:		F	The Roderick Group, Inc.	ck Group,	Inc.	
				EXHI	EXHIBIT A: ESTIMATED TASK WORK HOURS	TIMATED) TASK V	VORK HO	ours				
									Gr	and Tota	Exhibit	Grand Total Exhibit A Hours	1,131
					2	MONTHS of YEAR 2019	of YEAR	2019					TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Juc	Aug	Sep	Oct	Nov	Dec	
S01-B					8	40	40	40	6	4	40		
					8	40	40	40	4	40	40		288
					æ	40	40	40	4	40	40		
		į											
TOTALS					24	120	120	120	120	120	120	120	864

Contract Number:	1-15-	1-15-4656				Con	Consultant		T	he Roderic	The Roderick Group, Inc.	Inc.	
				EXHIE	3IT A: ES	EXHIBIT A: ESTIMATED TASK WORK HOURS	TASKV	VORK HC	URS			'	'
	į				2	MONTHS of YEAR 2020	of YEAR	2020					TOTAL
TASK	Jan	Feb	Mar	Apr	May	Jun	٦	Aug	Sep	Oct	Nov	Dec	
S01-B	40	40	6										89
S26	40		6										89
S06	40	40	6										88
TOTALS	120	120	27										267

Contract No.:	I-15-4656	Consultant: _	The Roderick	Group, Inc) .
4 DIDEOT 4 DO		BIT B: FEE CALC	<u>:ULATIONS</u>		
A. DIRECT LABO	JR (without overtime)				
	1,131.00 X (Total Work Hours from Exhibit C-2)	\$ 30.37 (Average Hourly Rate from Exhibit C-2)	= TOTAL DIRECT SALA	RY_\$	34,348.47
Mul	Itiplier to be used on this project:				2.80
	Allowable Multiplier = (2.8 DSE) (2	.5 or 2.8 CM) (2.5 PMO))		
	DIRECT	REGULAR SALA	RY TIMES MULTIPLIER	\$	96,175.72
	BLE DIRECT COSTS NO r Prime Consultant listed above.)	T ELIGIBLE FOR	PROFIT TOTAL DIRECT COS	rs	\$47.00
C. SERVICES BY	OTHERS				
То	tal Allowable Fee DBE/MBE/WBE	Subconsultant (from E	xhibit H) _\$		
Total Allowabl	le Fee Non-DBE/MBE/WBE Subco	nsultant (from Exhibit	H (cont))_\$	_	
			TOTAL SERVICES BY OTHER	s <u>\$</u>	
	SERVICES (Prime Consultant	(Requ	uires prior authorization before us		
		(Kequ	uires prior authorization before us	se)	
		(Requ	TOTAL ADDITIONAL SERVICE uires prior authorization before us		
E. MAXIMUM ALI	LOWABLE FEE (Upper Limi	it of Compensation)		\$	96.222.72

Itant: The Roderick Group, Inc.		EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE	No. OF MONTHS	ı	!	I	7 through 5		Date Date Date Date	11.0	Escalation Factor Fourth Period Escalation Factor Fith Period	6 through 10		Date Date Date Date	11.0	Escalation Factor Ninth Period Escalation Factor Tenth Period	y
Consultant:		AYROLL CLASSIFICATIO	1	5/1/2019	1/1/2020	%0	ESCALATION PER YEAR Year 1 through 5	-	Date Date	11.0	Escalation Factor Third Period	ESCALATION PER YEAR Year 6 through 10		Date Date	11.0	Escalation Factor Eighth Period	100.00%
1-15-4656	2/1/2019	EXHIBIT C-1: P	CONTRACT TERM:	SCHEDULED START DATE:	RAISE DATE:	PERCENT OF RAISE:	ESCALA	1/1/2020 - 3/31/2020	Date Date	11.0	27.27% Escalation Factor Second Period	ESCALAI		Date Date	11.0	Escalation Factor Seventh Period	The escalation factor for this project is:
Contract No.: 1-15-	Date: 2/11)							5/1/2019 - 12/31/2019	Date Date	11.0	72.73% Factor First Period		,	Date Date	11.0	Escalation Factor Sixth Period	The escal

Contract No.:	I-15-4656	Consultant:	The Roderick Group, Inc.	
Date:	2/11/2019	Escalation Factor	100 00%	

						(From Exhibit C-1)			
	EXHIBIT C-2: DIRECT LABOR	CLASSIFICA	TION MAN-	HOURS ANI	O RATES		Ī	DIRECT OVERTIME	COST PREMIUM
					Total Estimated Work Hours: Average Hourly Rate: Total Direct Labor		•	Total Estimated O/T Hours: Average Premium O/T Hourly Rate: Total Overtime Premium:	
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)		Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
No	Principal •	\$50.00	\$70.00	\$70.00	\$70.00	8.00	I		
No	Project Manager •	\$40.00	\$70.00	\$69.02	\$69.02	35.00			
No	Senior Engineer/Planner ◆	\$40.00	\$70.00						
No	Resident Engineer	\$40.00	\$70.00				L		
No	Project Engineer/Planner	\$25.00	\$60.00	\$31.18	\$31.18	222.00	I		
No	Staff Engineer/Planner	\$20.00	\$40.00	\$28.23	\$28.23	866.00	1		
No	Engineer /Accountant	\$20.00	\$60.00				L		
No	Senior Technical Specialist	\$25.00	\$60.00						
No	Technical Specialist	\$15.00	\$50.00						
No	Architect	\$30.00	\$70.00						
No No	Realty Specialists	\$20.00	\$70.00						
No	Intern	\$8.25	\$20.00						
No	Admin/Clerical •	\$8.25	\$40.00				ŀ		

Contract	No.:	I-15-46
ooniii act	110	1-13-4

Consultant:

The Roderick Group, Inc.

Date: 2/11/2019

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	President	Rashod R. Johnson, P.E.	\$50 - \$70
Project Manager	Senior Project Manager	Carmen Dean, P.E.	\$40 - \$70
	Senior Project Manager	Mark Kazich, P.E.	
Senior Engineer/Planner			\$40 - \$70
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Project Engineer II	Matthew Toussaint, P.E.	\$25 - \$60
Staff Engineer/Planner	Engineer I	Emily Schulz	\$20 - \$40
	Engineer I	Jennifer Magnabosco, E.I.T.	
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist			\$25 - \$60
Technical Specialist			\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical			\$8.25 - \$40
Not place			
PRF 8/13/18			
, , , , , , , , , , , , , , , , , , ,			

Contract No.:	I-15-4656	Consultant:	The Roderick Group, Inc.
		EXHIBIT D	
	REIMBURSABLE DIR	ECT COSTS - WORKSH	EET ESTIMATES
A.	VEHICLE REIMBURSEMENT		
	http://www2.illinois.gov/cms/Er	mployees/travel/Pages/Trav	elReimbursement.asp:
В.	ALLOWABLE DIRECT COST	S - based on link below	
	https://www.illinoistollway.com LWAY XX ALLOWABLEDIRE		
•			.
C.	ITEMIZED DIRECT COSTS - Allowable Direct Costs list, v	vritten permission must be	e received
	from the Chief Engineer prio	r to its inclusion. List the	se below:
	DIRECT COST CATEGORY		
	TOTAL DIDECT 01	2070 (//	
	TOTAL DIRECT CO	OSTS (Vehicles, Allowable	and Itemized) \$ 47.00

09.12.2018

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

Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)

Air Fare

Vehicles

Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)

Vehicle Rental (including tolls)

Vehicle Owned or Leased (does not include

personal vehicles, not owned by the company) (includes tolls)

Parking

Toils (Personal Vehicles only)

Overtime

Shift Differential

Overnight Delivery/Postage Courier Service

Copies of Deliverables

Specific Insurance – required for project

CADD

Monuments – Permanent

Advertisements 2-way Radio Telephone Usage

Web Site

Facility Rental for Public Meetings & Exhibits/Rendering

& AV Equipment/Transcriptions

Recording Fees Courthouse Fees Testing of Soil Samples

Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks,

pavement cores)

Equipment rental specific for project (snooper for bridge

inspection, noise meter, etc.)

Specialized equipment – on an as needed basis with prior

approval
Traffic Systems

Storm sewer cleaning and televising

Traffic control and protection
Aerial photography, mapping and drone usage

Utility exploratory trenching

Up to State rate maximum

Actual cost (up to State rate maximum)

Actual cost

Coach Rate with 2 weeks advance purchase with

ISTHA approval

Up to State rate maximum Actual cost up to \$55/day

\$65/full day, \$32.50/half day (4 hours or less)

Actual Cost

Actual Cost

Premium portion

Actual cost (based on firm's policy)

Actual Cost

Actual Cost

Actual Cost

Actual Costs (Maximum of \$450.00/Mo)

Actual Cost

Actual Cost

Actual cost (Survey or Phase III only)

Actual Cost (Traffic System Monitoring Only)

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

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

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

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

NOTES:

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

Contract No	D.: <u>I-15-4656</u>	Consultant:	The Roderick Group, Inc.
	EX	(HIBIT E - KEY PROJECT PI	ERSONNEL
Project Prin	ıcipal:		
Project Mar	nager:		
Project Eng	ineer:		
Resident Er	ngineer:		
Documenta	tion Engineer:		
Project Civi	l Engineer:		
Project Stru	ctural Engineer:		
Project Drai	nage Engineer:		
Senior Engi	neer:		
Others:	Name:		
	Classification:		
	Name:		
	Classification:		
	Name:		
	Classification:		
	Name:		
	Classification:		

EXHIBIT F

Contract No. I-15-4656

The Roderick Group, Inc.

SCOPE OF SERVICES

Modifications to the applicable portions of the DSE scope of work for additional design services requiring an increased level of effort as result of the following:

- 1.) I-294 Scope and Schedule Modifications
- 2.) Contract Packaging Changes
- 3.) Tollway Design Standard and Pavement Design Updates
- 4.) I-294 at County Line Road Exit Ramp Location Changes

EXHIBIT G

Contract No. I-15-4656

The Roderick Group, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
2102	Program Management Services - CTP	\$1,562,642.17	\$623,568.28	12/21/2019
RR-15-9975	RR ISTHA GEC - Sub to WSP	\$7,846,742.95	\$5,201,893.57	12/31/2021
I-16-4266	IL-53 EIS - Phase I Sub to CH2M	\$625,000.00	\$553,144.11	6/30/2020
RR-18-4377	Maint Facilities - Phase III Prime	\$6,530,000.00	\$6,434,077.48	8/31/2021
I-15-4656	ISTHA EOWA, I-294 to I-90	\$489,999.76	\$296,961.41	11/30/2019
I-17-4301	Central Tri-State - Phase II sub to Benesch	\$1,248,000.00	\$667,437.78	5/31/2019
RR-13-4154	Systemwide Utility Locate sub to HBK	\$1,400,000.00	\$263,272.85	8/31/2019
I-17-4093	ISTHA PMO - Sub to HNTB	\$17,484,000.00	\$16,137,565.29	12/31/2027
PTB 183-001	IDOT Wood Street Phase III Prime	\$5,380,144.00	\$5,380,144.00	12/31/2020
PTB 183-008	IDOT I-55/Weber Road Interchange Phase III	\$675,143.45	\$675,143.45	12/31/2020
	sub to Benesch			
1528-14472 C	CCDOTH Preliminary Engineering Services sub to Milhouse	\$176,000.00	\$165,168.36	12/31/2019
E-5-454	CDOT Oakwood Boulevard Phase III sub to Wight	\$134,187.10	\$8,873.83	12/31/2019
52685	CDOT C*NECT PMO sub to CivilTech/Infrastructure	\$2,805,000.00	\$967,149.71	7/30/2027
61120	2016 IDOT CREATE sub to HNTB	\$714,675.00	\$82,391.37	12/31/2020
B-7-230	Wells Wentworth Connector sub to WSP	\$563,783.63	\$560,460.09	5/1/2021
	CDOT PMC Jackson Park Utilities	\$683,323.84	\$98,447.76	9/30/2019
PTB 189-001	I-80 at US 30 - Construction Inspection sub to	, ,	, , , , , , , , , , , , , , , , , , ,	0,00,2010
	TranSystems Corporation	\$310,641.00	\$310,641.00	12/31/2020
I-18-4356	Wolf Road to Balmoral Avenue sub to Lochner	****		
B-4-154		\$810,000.00	\$593,412.04	12/31/2020
	CDOT Arterial Streets Resurfacing Prime CM Services CCDOTH sub to Lochner	\$816,892.49	\$141,914.97	5/31/2019
	CTA Rapid Charge Design Build sub to JLK	\$124,999.98	\$111,117.38	9/30/2020
	Architects	\$231,060.00	\$138,086.97	12/31/2019
	ISTHA Contract Phase III Engineering Services	#200 000 00	4 000 000 05	0.00.000
4L0131G/900	sub to Arcadis US, Inc.	\$300,000.00	\$300,000.00	9/30/2020
TEO 1510/300.	MCORE Project 5 Green Street sub to Hanson	\$16,416.40	\$8,998.60	9/30/2019

Contract No.:	I-15-4656	Consultant:	The Roderick Group, Inc.

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1			_	6			_
***************************************	Direct Labor				Direct Labor		_
. •	Direct Costs				Direct Costs	\$ <u>-</u>	
	Services by Others				Services by Others	\$ -	_
	Additional Services **		_		Additional Services **	\$ -	_
	Total this Subconsultant (ULC)		\$		Total this Subconsultant (ULC)		\$
_				_			
2				7	D		nue.
	Direct Labor				Direct Labor		_
	Direct Costs	<u> </u>			Direct Costs	\$ -	-
	Services by Others		_		Services by Others	\$ -	_
	Additional Services **		_		Additional Services **	\$ -	-
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$ -
3			nava.	8			•••
	Direct Labor				Direct Labor	INIT.	
	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)	<u> </u>	 \$ -		Total this Subconsultant (ULC)		- \$ -
	Total tills odbooksdituit (oco)				Total una Subconsultant (OLO)		
5				10			_
	Direct Labor		_		Direct Labor		
	Direct Costs	\$ -	_		Direct Costs	<u>s</u> -	
	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
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TOTAL DBE/MBE/WBE Subconsultants: \$

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

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

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

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

Version 16

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CO	ns	uita	nt:

The Roderick Group, Inc.

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSUL	TANTS	(NOT	DBE/MBE/WBE)

1			<u></u>	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	<u> </u>	-		Direct Labor	\$ -	=
	Direct Costs	\$ -	<u></u>		Direct Costs	\$ -	-
	Services by Others		-		Services by Others	<u>\$</u> -	-
	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)		\$ -
_				10			
•	Direct Labor	\$ -	-	10	Direct Labor	\$ -	-
	Direct Costs	\$ -			Direct Costs	\$ -	-
			-				-
	Services by Others		-		Services by Others		-
	Additional Services **	_\$	-		Additional Services **	\$ -	-
	Total this Subconsultant (ULC)		<u> </u>		Total this Subconsultant (ULC)		\$ -

** /	Additional	services	funds	require	prior	authorization	before	use
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TOTAL	Non-DBE/MBE/WBE Subconsultants: \$	
IUIAL	Non-DBE/MBE/WBE SUBCONSUITANTS: 3	-

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

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