

RESOLUTION NO. 21959

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 21362 approved September 28, 2017, entered into an Agreement with Alfred Benesch & Company/The Roderick Group, Inc. (dba Ardmore Roderick)/2IM Group, LLC, on Contract I-17-4301, for Design Services on the Tri-State Tollway (I-294), from Mile Post 32.3 (St Charles Road) to Mile Post 33.5 (North Avenue/Lake Street).

Per Tollway request, Alfred Benesch & Company/The Roderick Group, Inc. (dba Ardmore Roderick)/2IM Group, LLC submitted a proposal to provide Supplemental Design Services for Contract I-17-4301, in an amount not to exceed \$3,500,000.00, increasing the contract upper limit from \$10,400,000.00 to \$13,900,000.00. It is necessary and in the best interest of the Tollway to accept Alfred Benesch & Company/The Roderick Group, Inc. (dba Ardmore Roderick)/2IM Group, LLC’s proposal.

Resolution

The Chief Engineering Officer is authorized to negotiate an Amended Agreement with Alfred Benesch & Company/The Roderick Group, Inc. (dba Ardmore Roderick)/2IM Group, LLC, consistent with the aforementioned proposal, to increase the contract upper limit by \$3,500,000.00, subject to review and approval by the General Counsel. The Chairman/Chief Executive Officer of the Tollway is authorized to execute the Agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof

Approved by:


Chairman

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

Unified Certification Program - Search

Contractor Details

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

Print

**The Roderick Group,
Inc. dba Ardmore
Roderick**

Rashod Johnson
1500 W Carroll Ave
Chicago, IL 60607-0000

County: Cook

Email: rashod@ardmoreroderick.com

Phone: 312-795-1400

Fax: 773-289-0567

Categories: Professional

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

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

Unified Certification Program - Search

Contractor Details

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

Print

**GSG Consultants,
Inc.**

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

County: Cook

Email: ggarcia@gsg-consultants.com

Phone: 312-733-6262

Fax: 312-733-5612

Categories: Construction, Professional

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



Office of the Secretary of State Jesse White
CYBERDRIVEILLINOIS.COM

Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number	38515390
Entity Name	ALFRED BENESCH & COMPANY
Status	ACTIVE

Entity Information
Entity Type CORPORATION
Type of Corp DOMESTIC BCA
Incorporation Date (Domestic) Wednesday, 18 February 1959
State ILLINOIS
Duration Date PERPETUAL

Agent Information

Name ILLINOIS CORPORATION SERVICE C
Address 801 ADLAI STEVENSON DRIVE SPRINGFIELD , IL 62703
Change Date Thursday, 4 November 2010

Annual Report
Filing Date Thursday, 30 January 2020
For Year 2020

Officers
President Name & Address JOHN L CARRATO 35 W WACKER DR STE 3300 CHICAGO IL 60601
Secretary Name & Address SCOTT J SMITH SAME

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[Adopting Assumed Name](#)

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

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

(One Certificate per Transaction)

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Tue Apr 21 2020



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Corporation/LLC Search/Certificate of Good Standing

LLC File Detail Report

File Number	01565192
Entity Name	2IM GROUP, LLC
Status	ACTIVE

Entity Information
Principal Office 118 S CLINTON ST STE 350 CHICAGO, IL 60661
Entity Type LLC
Type of LLC Domestic
Organization/Admission Date Tuesday, 19 July 2005
Jurisdiction IL
Duration Thursday, 1 January 2099

Agent Information
Name JAMES L KOPECKY
Address 190 S LASALLE ST STE 850 CHICAGO , IL 60603
Change Date Wednesday, 17 June 2009

Annual Report
For Year 2019
Filing Date Tuesday, 11 June 2019

Managers
Name Address MONTGOMERY, LUIS 1010 W CAMPBELL ST ARLINGTON HTS, IL 60005

Series Name
NOT AUTHORIZED TO ESTABLISH SERIES

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Adopting Assumed Name

Articles of Amendment Effecting A Name Change

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Tue Apr 21 2020



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Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number	64248162
Entity Name	THE RODERICK GROUP, INC.
Status	ACTIVE

Entity Information
Entity Type CORPORATION
Type of Corp DOMESTIC BCA
Incorporation Date (Domestic) Tuesday, 21 June 2005
State ILLINOIS
Duration Date PERPETUAL

Agent Information

Name CHRISTOPHER A WEINUM
Address 705 E 162ND ST STE 201 SOUTH HOLLAND , IL 60473
Change Date Monday, 21 July 2014

Annual Report
Filing Date 00/00/0000
For Year 2020

Officers
President Name & Address RASHOD R JOHNSON 1327 W WASHINGTON BLVD STE 105; CHICAGO, IL
Secretary Name & Address VACANT

Assumed Name
ACTIVE ARDMORE RODERICK

Old Corp Name
12/09/2008

THE RODERICK GROUP, INC.
12/13/2016 THE RODERICK GROUP INC, P.C.

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Tue Apr 21 2020

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

12:36 04/21/20

ACTION: S

VENDOR NUMBER= *****

OFFSET: 00 OF 00

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CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

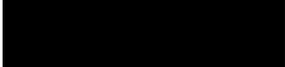
CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 04/21/20 AT 12:37 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



OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

12:36 04/21/20

ACTION: S

VENDOR NUMBER= *****

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

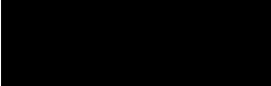
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DISCLAIMER:

AS OF 04/21/20 AT 12:40 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ***** PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

15:24 04/21/20

ACTION: S

VENDOR NUMBER= *****

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 04/21/20 AT 15:33 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ***** PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

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OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

15:24 04/21/20

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 04/21/20 AT 15:34 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *****[REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

15:24 04/21/20

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 04/21/20 AT 15:35 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *****[REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

15:24 04/21/20

ACTION: S

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OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

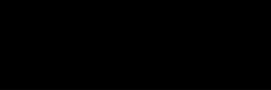
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DISCLAIMER:

AS OF 04/21/20 AT 15:41 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



OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

15:24 04/21/20

ACTION: S

VENDOR NUMBER= *****

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 04/21/20 AT 15:45 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

DESIGN SECTION ENGINEER
FIRST SUPPLEMENTAL AGREEMENT INCLUDING TEAMING

The Board of Directors, on the 11th day of **February, 2020**, 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 comprised of **ALFRED BENESCH & COMPANY /THE RODERICK GROUP, INC.(DBA ARDMORE RODERICK) / 2IM GROUP, LLC** authorized and existing within the laws of the State of Illinois, hereinafter sometimes referred to as "DESIGN SECTION ENGINEER".

W I T N E S S E T H:

WHEREAS, the TOLLWAY selected the DESIGN SECTION ENGINEER from **PSB 17-3, Item 6**, and DESIGN SECTION ENGINEER entered into an agreement on **September 28, 2017**, to provide design section engineering services (hereinafter "Services") for Contract No. **I-17-4301** for **Tri-State Tollway, Roadway Reconstruction, St. Charles Road (Mile Post 32.3) to North Avenue/Lake Street (Mile Post 33.5)**; 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 **January 21, 2020**, 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 **September 28, 2017** ("Original Agreement") and commonly referred to as Contract No. **I-17-4301**, shall govern this agreement and be in full force and effect, however, any changes to multipliers, unit costs, prices and/or rates of compensation shall only be applied to Services rendered solely under this Supplement pursuant to changes in the scope of work. The supplemental proposal attached as Exhibit "1" is hereby made a part of this Supplemental Agreement.

ARTICLE II

Time of Performance

The DESIGN SECTION ENGINEER shall perform the services herein until the

latest of the end date of the original agreement, the end date of the most recent supplemental agreement, the end date of any previously approved contract renewal or amendment or the last day of the last month of the last year of 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-17-4301 for Tri-State Tollway, Roadway Reconstruction, St. Charles Road (Mile Post 32.3) to North Avenue/Lake Street (Mile Post 33.5)** are reaffirmed and shall govern this Agreement as if fully set forth herein, it being the intent that this Agreement shall be a supplement to said agreement(s).

ARTICLE IV

Record Retention and Audit

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

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

ENGINEER, then the DESIGN SECTION ENGINEER shall reimburse the TOLLWAY or other State agency for the travel expenses of its auditors in the event that this right is invoked.

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

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

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

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

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

ARTICLE V

Compensation

The upper limit of compensation for said supplemental Services for Contract No. **I-17-4301 for Tri-State Tollway, Roadway Reconstruction, St. Charles Road (Mile Post 32.3) to North Avenue/Lake Street (Mile Post 33.5)** performed by the DESIGN SECTION ENGINEER under the Original Agreement and including the services set forth herein, is hereby increased from \$ **10,400,000.00** by \$ **3,500,000.00** to \$ **13,900,000.00**.

ARTICLE VI

Report of a Change in Circumstances

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

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

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

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.

IN WITNESS WHEREOF, the parties hereto have executed this **FIRST SUPPLEMENTAL AGREEMENT** for **I-17-4301** the day and year first above written.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY

**ALFRED BENESCH & COMPANY /
THE RODERICK GROUP, INC. dba
ARDMORE RODERICK /
2IM GROUP, LLC**

B [Redacted] 05/20/2020
Chairman/CEO - Signature Date
Willard S. Evans, Jr.

[Redacted] May 1, 2020
S.V. President-Signature Date
Alfred Benesch & Company

Elizabeth Gallagher

Printed Name as Signed Above

APPROVED:

[Redacted] 05/19/2020
Executive Director – Signature Date
Jose Alvarez

[Redacted] April 30, 2020
President-Signature Date
The Roderick Group, Inc.

APPROVED:

[Redacted] 05/15/2020
Chief Financial Officer – Signature Date
Cathy R. Williams

Rashod R. Johnson

Printed Name as Signed Above

[Redacted] April 30, 2020
President-Signature Date
2IM Group, LLC

APPROVED:

[Redacted] 05/08/2020
General Counsel – Signature Date
Kathleen Pasulka-Brown

Luis Montgomery

Printed Name as Signed Above

Approved as to Form and Constitutionality

[Redacted] 05/08/2020
Attorney General, State of Illinois - Signature Date

DESIGN SECTION ENGINEER
FIRST SUPPLEMENTAL AGREEMENT INCLUDING TEAMING

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

WHEREAS, DESIGN SECTION ENGINEER has submitted a proposal dated **January 21, 2020**, 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.

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ARTICLE II

Time of Performance

The DESIGN SECTION ENGINEER shall perform the services herein until the

latest of the end date of the original agreement, the end date of the most recent supplemental agreement, the end date of any previously approved contract renewal or amendment or the last day of the last month of the last year of 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-17-4301 for Tri-State Tollway, Roadway Reconstruction, St. Charles Road (Mile Post 32.3) to North Avenue/Lake Street (Mile Post 33.5)** are reaffirmed and shall govern this Agreement as if fully set forth herein, it being the intent that this Agreement shall be a supplement to said agreement(s).

ARTICLE IV

Record Retention and Audit

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

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

ENGINEER, then the DESIGN SECTION ENGINEER shall reimburse the TOLLWAY or other State agency for the travel expenses of its auditors in the event that this right is invoked.

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

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

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

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

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

ARTICLE V

Compensation

The upper limit of compensation for said supplemental Services for Contract No. **I-17-4301 for Tri-State Tollway, Roadway Reconstruction, St. Charles Road (Mile Post 32.3) to North Avenue/Lake Street (Mile Post 33.5)** performed by the DESIGN SECTION ENGINEER under the Original Agreement and including the services set forth herein, is hereby increased from \$ **10,400,000.00** by \$ **3,500,000.00** to \$ **13,900,000.00**.

ARTICLE VI

Report of a Change in Circumstances

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

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

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

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.

IN WITNESS WHEREOF, the parties hereto have executed this **FIRST SUPPLEMENTAL AGREEMENT** for **I-17-4301** the day and year first above written.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY

**ALFRED BENESCH & COMPANY /
THE RODERICK GROUP, INC. dba
ARDMORE RODERICK /
2IM GROUP, LLC**

B [Redacted] 05/20/2020 [Redacted] **May 1, 2020**
Chairman/CEO - Signature Date S.V. President-Signature Date
Willard S. Evans, Jr. Alfred Benesch & Company

Elizabeth Gallagher

Printed Name as Signed Above

APPROVED:

[Redacted] 05/19/2020 [Redacted] **April 30, 2020**
Executive Director – Signature Date President-Signature Date
Jose Alvarez The Roderick Group, Inc.

Rashod R. Johnson

Printed Name as Signed Above

APPROVED:

[Redacted] 05/15/2020 [Redacted] **April 30, 2020**
Chief Financial Officer – Signature Date President-Signature Date
Cathy R. Williams 2IM Group, LLC

Luis Montgomery

Printed Name as Signed Above

APPROVED:

[Redacted] 05/08/2020
General Counsel – Signature Date
Kathleen Pasulka-Brown

Approved as to Form and Constitutionality

[Redacted] 05/08/2020
Attorney General, State of Illinois - Signature Date

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

FOR CONTRACT NUMBER I-17-4301

This proposal, dated January 21, 2020, is submitted by the Team of Alfred Benesch & Company / The Roderick Group, Inc. DBA Ardmore Roderick / 2IM Group, LLC for Design Section Engineering and Construction Management Services.

DESCRIPTION/LOCATION OF DESIGN and CONSTRUCTION SECTION

The location of the construction Contract I-17-4301 for which we propose to provide Design Section Engineering and Construction Manager Services is Tri-State Tollway, St. Charles Road (M.P. 32.3) to North Avenue/Lake Street (M.P. 33.5), in Cook 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 SECTION ENGINEERING AND CONSTRUCTION MANAGER 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 and CONSTRUCTION MANAGER'S Services except where herein modified.

FEE PROPOSAL

The CONSULTANT shall be compensated for these Supplemental Engineering Services on the following basis:

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

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

AGREEMENT LIMITS

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

The Upper Limit Compensation shall be increased

from \$ 10,400,000.00 by \$ 3,500,000.00 to \$ 13,900,000.00.

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

The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT's place of business in order to audit the records. If they are not produced in a timely manner by the CONSULTANT, then the CONSULTANT 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 CONSULTANT and any subcontractors or suppliers of goods and services to the extent that those subcontracts or agreements relate to fulfillment of the CONSULTANT'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 CONSULTANT or its subcontractors. The CONSULTANT shall promptly reimburse the TOLLWAY for any overpayment, or the TOLLWAY at its option may deduct any overpayment from any funds due the CONSULTANT, whether those funds are due under this contract or other contracts to which the CONSULTANT is a party either directly with the TOLLWAY or as a subcontractor. In the event the CONSULTANT fails or refuses to reimburse the TOLLWAY for an overpayment, the CONSULTANT 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 CONSULTANT 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 CONSULTANT fails to comply with these requirements, the CONSULTANT may be disqualified or suspended from bidding on or working on future contracts.

INVOICES - INVOICES will be submitted monthly on forms provided to the CONSULTANT 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 CONSULTANT expressly acknowledges that the TOLLWAY, at its discretion, reserves the right not to honor any delinquent INVOICE if the CONSULTANT fails to obtain prior written approval from the Chief Engineering Officer for an alternative INVOICE submission date. The CONSULTANT will request such approval or an INVOICE submittal extension no later than February 15th.

PARTIAL PAYMENTS

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

REVISIONS TO SUPPLEMENTAL SCOPE OF WORK

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

**THIS PROPOSAL FOR SUPPLEMENTAL DESIGN SECTION ENGINEERING AND
CONSTRUCTION MANAGER SERVICES FOR**

CONTRACT I-17-4301

SUBMITTED BY:

FIRM NAME: Alfred Benesch & Company

ADDRESS: 35 W. Wacker Drive, Suite 3300

CITY, STATE &
ZIP CODE: Chicago, IL 60601

TELEPHONE: 312-565-0450

FACSIMILE: 312-565-2497

SIGNED BY:



PRINTED NAME: Elizabeth Gallagher

TITLE: Senior Vice President

FIRM NAME: The Roderick Group, Inc. dba Ardmore Roderick

ADDRESS: 1500 W. Carroll Avenue, Suite 300

CITY, STATE &
ZIP CODE: Chicago, IL 60607

TELEPHONE: 312-795-1400

FACSIMILE: 773-289-0567

SIGNED BY:



PRINTED NAME: Jeffery A. Jackowski

TITLE: Vice President

FIRM NAME: 2IM Group, LLC

ADDRESS: 118 South Clinton Street, Suite 350

CITY, STATE &
ZIP CODE: Chicago, IL
60661

TELEPHONE: 312-58-5156

FACSIMILE:



SIGNED BY:

A handwritten signature in blue ink, appearing to be "Luis Montgomery", written over a horizontal line.

PRINTED NAME: Luis Montgomery

TITLE: President

COMMERCIAL GENERAL LIABILITY

c. Method Of Sharing

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

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

d. Primary And Non-Contributory Insurance If Required By Written Contract

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

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

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

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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 or agreement 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" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

(1) If the written contract or agreement 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 or agreement applies;

(2) If the written contract or agreement 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 or agreement 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 or agreement applies; and

(b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

COMMERCIAL GENERAL LIABILITY

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) 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

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) 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:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) 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.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

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

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

- 2. The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

THIS POLICY, IN PART, PROVIDES FOLLOW-FORM LIABILITY COVERAGE. COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.

COVERAGE WILL APPLY ON A DEFENSE-WITHIN-LIMITS BASIS WHEN FOLLOWING UNDERLYING INSURANCE UNDER WHICH DEFENSE EXPENSES ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMITS OF INSURANCE. WHEN FOLLOWING SUCH UNDERLYING INSURANCE, PAYMENT OF DEFENSE EXPENSES UNDER THIS POLICY WILL REDUCE, AND MAY EXHAUST, THE LIMITS OF INSURANCE OF THIS POLICY.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED.**

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI - DEFINITIONS.**

SECTION I - COVERAGES

A. COVERAGE A - EXCESS FOLLOW-FORM LIABILITY

1. We will pay on behalf of the insured those sums, in excess of the "applicable underlying limit", that the insured becomes legally obligated to pay as damages to which Coverage A of this insurance applies, provided that the "underlying insurance" would apply to such damages but for the exhaustion of its applicable limits of insurance. If a sublimit is specified in any "underlying insurance", Coverage A of this insurance applies to damages that are in excess of that sublimit only if such sublimit is shown for that "underlying insurance" in the Schedule Of Underlying Insurance.
2. Coverage A of this insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except with respect to any provisions to the contrary contained in this insurance.
3. The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE.**
4. For the purposes of Paragraph 1. above:

a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance will be considered to be reduced or exhausted only by the following payments:

- (1) Payments of judgments or settlements for damages that are covered by that "underlying insurance". However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for damages that would not be covered by this Excess Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance";
- (2) Payments of "medical expenses" that are covered by that "underlying insurance" and are incurred for "bodily injury" caused by an accident that takes place during the policy period of this Excess Follow-Form And Umbrella Liability Insurance; or

- b. To sue us on this insurance unless all of its terms have been fully complied with.
2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:
- a. Are not payable under the terms of this insurance; or
 - b. Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

L. MAINTENANCE OF UNDERLYING INSURANCE

1. The insurance afforded by each policy of "underlying insurance" will be maintained for the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY of SECTION I – COVERAGES**. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage A is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.
2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:
 - a. Coverage;
 - b. Limits of insurance;
 - c. Termination of any coverage; or
 - d. Exhaustion of aggregate limits.
3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage A is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage A is subject to the following provisions:

1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.
2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

N. PREMIUM

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.
2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph 4. below.
3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.
4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED**.

O. PREMIUM AUDIT

The premium for this policy is the amount stated in Item 5. of the Declarations. The premium is a flat

UMBRELLA

charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE - UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
 - a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or
 - b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Q. PROHIBITED COVERAGE - TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this insurance in reliance upon your representations.

S. SEPARATION OF INSURED

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and

2. Separately to each insured against whom claim is made or "suit" is brought.

T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage A, the "underlying insurer", enforce them.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the execution of that contract or agreement by such insured.

2. Reimbursement of any amount recovered will be made in the following order:
 - a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;
 - b. Next, to us; and
 - c. Then, to any person or organization (including the insured and with respect to Coverage A, the "underlying insurer") that is entitled to claim the remainder, if any.
3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.
2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

Contract Information Sheet

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

Joint Venture
/ Team:

ALTR2I_TM

Lead Partner:

Alfred Benesch & Company

2nd Partner:

The Roderick Group, Inc. dba Ardmore
Roderick

3rd Partner:

2IM Group, LLC

Contract Number:

I-17-4301

Proposal Date:

1/21/2020

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract No.: I-17-4301

Lead Partner: Alfred Benesch & Company

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

$$\frac{15,395.00}{\text{(Total Work Hours from Exhibit C-2)}} \times \frac{\$ 47.09}{\text{(Average Hourly Rate from Exhibit C-2)}} = \text{TOTAL DIRECT SALARY } \$ 724,950.55$$

Multiplier to be used on this project: 2.80
Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)

DIRECT REGULAR SALARY TIMES MULTIPLIER \$ 2,029,861.54

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Consultant listed above.)

TOTAL DIRECT COSTS \$138.46

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) See JV summary

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) See JV summary

TOTAL SERVICES BY OTHERS See JV summary

D. ADDITIONAL SERVICES (Prime Consultant)

See JV summary
(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

See JV summary
(Requires prior authorization before use)

TOTAL ADDITIONAL SERVICES See JV summary
(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 2,030,000.00

Contract No.: I-17-4301

2nd Partner: The Roderick Group, Inc. dba Ardmore Roderick

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

$$\begin{array}{r} \underline{3,400.00} \\ \text{(Total Work Hours} \\ \text{from Exhibit C-2)} \end{array} \times \begin{array}{r} \$ \underline{44.11} \\ \text{(Average Hourly} \\ \text{Rate from Exhibit} \\ \text{C-2)} \end{array} = \text{TOTAL DIRECT SALARY } \$ \underline{149,974.00}$$

Multiplier to be used on this project: 2.80
Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)

DIRECT REGULAR SALARY TIMES MULTIPLIER \$ 419,927.20

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Consultant listed above.)

TOTAL DIRECT COSTS \$72.80

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) See JV summary

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) See JV summary

TOTAL SERVICES BY OTHERS See JV summary

D. ADDITIONAL SERVICES (Prime Consultant)

See JV summary
(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

See JV summary
(Requires prior authorization before use)

TOTAL ADDITIONAL SERVICES See JV summary
(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 420,000.00

Contract No.: I-17-4301

3rd Partner: 2IM Group, LLC

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

$$\begin{array}{r} \underline{3,579.00} \\ \text{(Total Work Hours} \\ \text{from Exhibit C-2)} \end{array} \times \begin{array}{r} \$ \quad \underline{41.90} \\ \text{(Average Hourly} \\ \text{Rate from Exhibit} \\ \text{C-2)} \end{array} = \text{TOTAL DIRECT SALARY } \$ \quad \underline{149,960.10}$$

Multiplier to be used on this project: 2.80
Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)

DIRECT REGULAR SALARY TIMES MULTIPLIER \$ 419,888.28

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Consultant listed above.)

TOTAL DIRECT COSTS \$111.72

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) See JV summary

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) See JV summary

TOTAL SERVICES BY OTHERS See JV summary

D. ADDITIONAL SERVICES (Prime Consultant)

See JV summary
(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

See JV summary
(Requires prior authorization before use)

TOTAL ADDITIONAL SERVICES See JV summary
(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 420,000.00

Contract No.: I-17-4301

Lead Partner: Alfred Benesch & Company

Date: 1/21/2020

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 8 No. OF MONTHS
SCHEDULED START DATE: 3/1/2020
RAISE DATE: 1/1/2021
PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

3/1/2020 - 10/31/2020				
Date Date	Date Date	Date Date	Date Date	Date Date
8.0				
8.0	8.0	8.0	8.0	8.0
100.00%				
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

Date Date	Date Date	Date Date	Date Date	Date Date
8.0				
8.0	8.0	8.0	8.0	8.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

The escalation factor for this project is: 100.00%

Contract No.: I-17-4301

2nd Partner: The Roderick Group, Inc. dba Ardmore Roderick

Date: 1/21/2020

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 8 No. OF MONTHS
SCHEDULED START DATE: 3/1/2020
RAISE DATE: 1/1/2021
PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

3/1/2020 - 10/31/2020				
Date Date	Date Date	Date Date	Date Date	Date Date
8.0				
8.0	8.0	8.0	8.0	8.0
100.00%				
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

Date Date	Date Date	Date Date	Date Date	Date Date
8.0				
8.0	8.0	8.0	8.0	8.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

The escalation factor for this project is: 100.00%

Contract No.: I-17-4301

3rd Partner: 2IM Group, LLC

Date: 1/21/2020

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 8 No. OF MONTHS
SCHEDULED START DATE: 3/1/2020
RAISE DATE: 1/1/2021
PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

3/1/2020 - 10/31/2020				
Date Date	Date Date	Date Date	Date Date	Date Date
8.0				
8.0	8.0	8.0	8.0	8.0
100.00%				
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

Date Date	Date Date	Date Date	Date Date	Date Date
8.0				
8.0	8.0	8.0	8.0	8.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

The escalation factor for this project is: 100.00%

Contract No.: I-17-4301

Lead Partner: Alfred Benesch & Company

Date: 1/21/2020

Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES

**DIRECT COST
OVERTIME PREMIUM**

Total Estimated Work Hours: 15,395.00

Total Estimated O/T Hours: _____

Average Hourly Rate: \$47.09

Average Premium O/T Hourly Rate: _____

Total Direct Labor \$724,950.55

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	420.00		
No	Project Manager	\$40.00	\$70.00	\$62.00	\$62.00	3,000.00		
No	Senior Engineer/Planner	\$40.00	\$70.00	\$52.00	\$52.00	2,800.00		
No	Resident Engineer	\$40.00	\$70.00					
No	Project Engineer/Planner	\$25.00	\$60.00	\$45.00	\$45.00	2,000.00		
No	Staff Engineer/Planner	\$20.00	\$40.00	\$40.00	\$40.00	2,075.00		
No	Engineer /Accountant	\$20.00	\$60.00					
No	Senior Technical Specialist	\$25.00	\$60.00	\$46.00	\$46.00	2,000.00		
No	Technical Specialist	\$15.00	\$50.00	\$36.00	\$36.00	2,000.00		
No	Architect	\$30.00	\$70.00					
No	Realty Specialists	\$20.00	\$70.00					
No	Intern	\$8.25	\$20.00	\$20.00	\$20.00	600.00		

Contract No.: I-17-4301

Lead Partner: Alfred Benesch & Company

Date: 1/21/2020

Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES

**DIRECT COST
OVERTIME PREMIUM**

Total
Estimated
Work Hours: 15,395.00

Total
Estimated O/T
Hours: _____

Average
Hourly Rate: \$47.09

Average
Premium O/T
Hourly Rate: _____

Total Direct
Labor \$724,950.55

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	Admin/Clerical	\$8.25	\$40.00	\$30.00	\$30.00	500.00		

Contract No.: I-17-4301

2nd Partner: The Roderick Group, Inc. dba Ardmore Roderick

Date: 1/21/2020

Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES

**DIRECT COST
OVERTIME PREMIUM**

Total Estimated Work Hours: 3,400.00

Total Estimated O/T Hours: _____

Average Hourly Rate: \$44.11

Average Premium O/T Hourly Rate: _____

Total Direct Labor \$149,974.00

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)	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	80.00		
No	Project Manager	\$40.00	\$70.00	\$67.02	\$67.02	760.00		
No	Senior Engineer/Planner	\$40.00	\$70.00					
No	Resident Engineer	\$40.00	\$70.00					
No	Project Engineer/Planner	\$25.00	\$60.00	\$47.00	\$47.00	840.00		
No	Staff Engineer/Planner	\$20.00	\$40.00	\$31.18	\$31.18	1,680.00		
No	Engineer /Accountant	\$20.00	\$60.00					
No	Senior Technical Specialist	\$25.00	\$60.00	\$39.31	\$39.31	40.00		
No	Technical Specialist	\$15.00	\$50.00					
No	Architect	\$30.00	\$70.00					
No	Realty Specialists	\$20.00	\$70.00					
No	Intern	\$8.25	\$20.00					
No	Admin/Clerical	\$8.25	\$40.00					

Contract No.: I-17-4301

3rd Partner: 2IM Group, LLC

Date: 1/21/2020

Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES

**DIRECT COST
OVERTIME PREMIUM**

Total Estimated Work Hours: 3,579.00

Average Hourly Rate: \$41.90

Total Direct Labor \$149,960.10

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	\$66.00	\$66.00	100.00		
No	Project Manager	\$40.00	\$70.00	\$52.40	\$52.40	579.00		
No	Senior Engineer/Planner	\$40.00	\$70.00	\$54.67	\$54.67	670.00		
No	Resident Engineer	\$40.00	\$70.00					
No	Project Engineer/Planner	\$25.00	\$60.00	\$44.85	\$44.85	730.00		
No	Staff Engineer/Planner	\$20.00	\$40.00	\$29.75	\$29.75	600.00		
No	Engineer /Accountant	\$20.00	\$60.00	\$28.63	\$28.63	490.00		
No	Senior Technical Specialist	\$25.00	\$60.00					
No	Technical Specialist	\$15.00	\$50.00	\$29.11	\$29.11	371.00		
No	Architect	\$30.00	\$70.00					
No	Realty Specialists	\$20.00	\$70.00					
No	Intern	\$8.25	\$20.00					

Contract No.: I-17-4301

3rd Partner: 2IM Group, LLC

Date: 1/21/2020

Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES

**DIRECT COST
OVERTIME PREMIUM**

Total
Estimated
Work Hours: 3,579.00

Total
Estimated O/T
Hours: _____

Average
Hourly Rate: \$41.90

Average
Premium O/T
Hourly Rate: _____

Total Direct
Labor \$149,960.10

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	Admin/Clerical	\$8.25	\$40.00	\$25.05	\$25.05	39.00		

Contract No.: I-17-4301 Lead Partner: Alfred Benesch & Company

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>

- B. **ALLOWABLE DIRECT COSTS** - based on link below
http://www.illinoistollway.com/documents/10157/2389762/12_LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_10012013.PDF

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

DIRECT COST CATEGORY

Railroad Flagger and ROE Permits

SUE Exploratory Testing

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 138.46

Contract Information Sheet

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

Consultant Name: d'Escoto, Inc.

Contract Number: I-17-4301

Proposal Date: 1/21/2020

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-17-4301

Consultant: d'Escoto, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

													Grand Total Exhibit A Hours	558
MONTHS of YEAR 2020													TOTAL	HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Design			80	80	80	80	80	80	78					558
TOTALS			80	80	80	80	80	80	78					558

Contract No.: I-17-4301

Consultant: d'Escoto, Inc.

Date: 1/21/2020

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 8 No. OF MONTHS
SCHEDULED START DATE: 3/1/2020
RAISE DATE: 1/1/2021
PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

<u>3/1/2020</u> - <u>12/31/2019</u>	<u>1/1/2020</u> - <u>12/31/2020</u>	<u>1/1/2020</u> - <u>12/31/2020</u>	<u>1/1/2021</u> - <u>12/31/2021</u>	<u>1/1/1900</u> - <u>12/31/2021</u>
Date Date	Date Date	Date Date	Date Date	Date Date
<u>1.0</u>	<u>7.0</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>
<u>8.0</u>	<u>8.0</u>	<u>8.0</u>	<u>8.0</u>	<u>8.0</u>
<u>12.50%</u> Factor First Period	<u>87.50%</u> Escalation Factor Second Period	<u> </u> Escalation Factor Third Period	<u> </u> Escalation Factor Fourth Period	<u> </u> Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

<u> </u> - <u> </u>	<u> </u> - <u> </u>	<u> </u> - <u> </u>	<u> </u> - <u> </u>	<u> </u> - <u> </u>
Date Date	Date Date	Date Date	Date Date	Date Date
<u>8.0</u>	<u>8.0</u>	<u>8.0</u>	<u>8.0</u>	<u>8.0</u>
<u> </u> Escalation Factor Sixth Period	<u> </u> Escalation Factor Seventh Period	<u> </u> Escalation Factor Eighth Period	<u> </u> Escalation Factor Ninth Period	<u> </u> Escalation Factor Tenth Period

The escalation factor for this project is: 100.00%

Contract No.: I-17-4301

Consultant: d'Escoto, Inc.

Date: 1/21/2020

Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES

**DIRECT COST
OVERTIME PREMIUM**

Total
Estimated
Work Hours: 558.00

Average
Hourly Rate: \$44.76

Total Direct
Labor \$24,976.08

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					
No	Project Manager	\$40.00	\$70.00	\$67.00	\$67.00	200.00		
No	Senior Engineer/Planner	\$40.00	\$70.00	\$34.61	\$34.61	113.00		
No	Resident Engineer	\$40.00	\$70.00					
No	Project Engineer/Planner	\$25.00	\$60.00					
No	Staff Engineer/Planner	\$20.00	\$40.00	\$31.28	\$31.28	245.00		
No	Engineer /Accountant	\$20.00	\$60.00					
No	Senior Technical Specialist	\$25.00	\$60.00					
No	Technical Specialist	\$15.00	\$50.00					
No	Architect	\$30.00	\$70.00					
No	Realty Specialists	\$20.00	\$70.00					
No	Intern	\$8.25	\$20.00					
No	Admin/Clerical	\$8.25	\$40.00					

Contract No.: I-17-4301

Consultant: d'Escoto, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: Eric Dean

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

EXHIBIT F

Contract No. I-17-4301

d'Escoto, Inc.

SCOPE OF SERVICES

Scope of Work:

d'Escoto, Inc. (DEI) scope of services consists of assisting in the preparing plans, specifications, and estimates for the civil design work under Contract I-17-4301. All PS&E shall meet Tollway DSE Manual submission requirements.

Phase II engineering services are required for the preparation of contract plans and specifications for the proposed roadway reconstruction and improvements as determined by the Tollway, including, but not limited to, reconstruction of the Tri State Tollway between 95th Street (M.P. 17.8) and Balmoral Avenue (M.P. 40.0). This project is for the limits of the Tri-State Tollway between St Charles Road (M.P. 32.3) to North Avenue / Lake Street (M.P. 33.5).

Specific design areas will include:

Roadway design.

Drainage structure design and modification to the existing system.

Creation of the 3D model.

Compilation of the project specific specifications.

Creation of the construction cost estimate.

EXHIBIT G**Contract No. I-17-4301****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-15-4656	EOWA, I-294 to I-90 Tri-State and	\$586,138.00	\$279,644.00	5/31/2020
I-17-4093	Tollway PMO (HNTB)	\$7,608,000.00	\$6,783,496.00	12/31/2027
I-17-4299	Roadway Reconstruction, EW Connector (Quigg)	\$164,129.00	\$24,759.00	10/31/2022
I-17-4301	St Charles Road to North Avenue / Lake Street (BeneschJV)	\$209,746.00	\$69,172.00	3/31/2021
I-17-4304	Tri-State Tollway, Design Upon Request (Epstein)	\$208,870.00	\$39,060.00	12/31/2019
RR-14-4200	Tollway Maintenance Facilities	\$600,000.00	\$195,268.00	12/31/2020
RR-16-4253	PSB 16-2 I-88 Phase II Engineering (Lochmueller)	\$382,331.00	\$5,882.00	12/31/2019
RR-16-4256	PSB 16-1 #9 I-355 Phase II Engineering (Patrick)	\$358,503.00	\$166,264.00	12/31/2019
RR-16-4275	I-94 Roadway and Bridge Reconstruction (Ciorba)	\$848,062.00	\$240,793.00	12/31/2020
RR-18-4381	I-88 Rt 25 to IL56 (Lochmueller)	\$181,567.00	\$47,575.00	12/31/2019
PTB 176-004	IDOT D1 Various Phase I Projects (Benesch)	\$181,426.00	\$81,752.00	12/31/2020
PTB182-008	IDOT D2 Phase III Various Various	\$500,000.00	\$440,307.00	12/31/2022
PTB188-003	IL-47 & Main Elburn Reconstruction	\$1,173,000.00	\$1,167,225.00	8/1/2021
PTB189-006	IDOT Various QA & Materials Inspection (CTL)	\$200,000.00	\$200,000.00	12/31/2021

Contract Information Sheet

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

Consultant Name: GSG Consultants, Inc.

Contract Number: I-17-4301

Proposal Date: 1/21/2020

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-17-4301

Consultant: GSG Consultants, Inc

EXHIBIT A: ESTIMATED TASK WORK HOURS

													Grand Total Exhibit A Hours	1,600
													TOTAL HOURS	
MONTHS of YEAR 2020														
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Geotechnical Services			400	400	400	200	100	100					1600	
TOTALS			400	400	400	200	100	100					1600	

Contract No.: I-17-4301

Consultant: GSG Consultants, Inc

Date: 3/1/2020

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 6 No. OF MONTHS
SCHEDULED START DATE: 11/1/2019
RAISE DATE: 1/1/2020
PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

11/1/2019 - 12/31/2019	1/1/2020 - 4/30/2020			
Date Date	Date Date	Date Date	Date Date	Date Date
2.0	4.0			
6.0	6.0	6.0	6.0	6.0
33.33%	66.67%			
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

Date Date	Date Date	Date Date	Date Date	Date Date
6.0	6.0	6.0	6.0	6.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

The escalation factor for this project is: 100.00%

Contract No.: I-17-4301

Consultant: GSG Consultants, Inc

Date: 3/1/2020

Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES

**DIRECT COST
OVERTIME PREMIUM**

Total
Estimated
Work Hours: 1,600.00

Average
Hourly Rate: \$40.03

Total Direct
Labor \$64,048.00

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	80.00		
No	Project Manager	\$40.00	\$70.00					
No	Senior Engineer/Planner	\$40.00	\$70.00	\$48.00	\$48.00	140.00		
No	Resident Engineer	\$40.00	\$70.00					
No	Project Engineer/Planner	\$25.00	\$60.00	\$43.00	\$43.00	270.00		
No	Staff Engineer/Planner	\$20.00	\$40.00	\$34.00	\$34.00	430.00		
No	Engineer /Accountant	\$20.00	\$60.00					
No	Senior Technical Specialist	\$25.00	\$60.00	\$44.00	\$44.00	300.00		
No	Technical Specialist	\$15.00	\$50.00	\$33.00	\$33.00	300.00		
No	Architect	\$30.00	\$70.00					
No	Realty Specialists	\$20.00	\$70.00					
No	Intern	\$8.25	\$20.00					
No	Admin/Clerical	\$8.25	\$40.00	\$30.00	\$30.00	80.00		

Contract No.: I-17-4301

Consultant: GSG Consultants, Inc

Date: 3/1/2020

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	Poject Manager	Letzel, Scott	\$40 - \$70
	Project Manager	Olson, Jay	
Senior Engineer/Planner	Senior Engineer	Edgell, Dawn	\$40 - \$70
	Senior Engineer	Barlan, Alex	
	Senior Engineer	Zhang, Min	
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Project Engineer	Ibrahim, Suhaib	\$25 - \$60
	Project Engineer	Johnson, Charles	
	Project Engineer	Jarass, Qassem	
	Project Engineer	Kasang, Thomas	
	Project Engineer	Miller, Rachael	
	Project Engineer	Riad, Ossama	
	Project Engineer	Shaheen, Ehab	
Staff Engineer/Planner	Staff Engineer	Heron, Matthew	\$20 - \$40
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist	Senior Inspector	Cagney, Thaddeus	\$25 - \$60
		Oliver, Lindsey	
		Motlani, Imran	
	Inspector	Rowe, Joshua	
Technical Specialist	Inspector	Borgetti, Adam	\$15 - \$50
		Szopinski, Patrick	
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20

Contract No.: I-17-4301

Consultant: GSG Consultants, Inc

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

EXHIBIT F

Contract No. I-17-4301

GSG Consultants, Inc

SCOPE OF SERVICES

Geotechnical Services - Provide supplement geotechnical investigation and prepare geotechnical reports.

EXHIBIT G

Contract No. I-17-4301

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
4300	Geotechnical - I294	\$2,310,302.96	\$194,000.00	12/31/2019
4656	Geotechnical - EOWA	\$1,225,000.00	\$280,000.00	12/31/2019
4659	Assessment and CM	\$2,275,000.00	\$250,000.00	12/31/2019
4677	Geotechnical - EOWA	\$556,000.00	\$30,000.00	12/31/2019
4257	Environmental - Various	\$750,000.00	\$645,000.00	12/31/2020
9775	GEC	\$10,724,576.00	\$8,700,000.00	12/31/2021
4281	CM - 159th Street Bridge	\$2,330,983.00	\$2,000.00	11/1/2019
4301	Geotechnical - I294	\$762,000.00	\$5,000.00	12/31/2019
4298	Geotechnical - I294	\$1,125,000.00	\$40,000.00	12/31/2019
4698	Geotechnical - I294	\$490,000.00	\$450,000.00	12/30/2020

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Rubinos & Mesia Engineers, Inc.

Contract Number: I-17-4301

Proposal Date: 1/21/2020

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-17-4301

Consultant: Rubinos & Mesia Engineers, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

												Grand Total Exhibit A Hours	1,767
MONTHS of YEAR 2020												TOTAL HOURS	
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov		Dec
Supplement			100	200	200	267	300	300	200	200			1767
TOTALS			100	200	200	267	300	300	200	200			1767

Contract No.: I-17-4301

Consultant: Rubinos & Mesia Engineers, Inc.

Date: 1/21/2020

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 36 No. OF MONTHS
SCHEDULED START DATE: 11/1/2017
RAISE DATE: 4/1/2018
PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

11/1/2017 - 3/31/2018	4/1/2018 - 3/31/2019	4/1/2019 - 3/31/2020	4/1/2020 - 10/31/2020	
Date Date	Date Date	Date Date	Date Date	Date Date
5.0	12.0	12.0	7.0	
36.0	36.0	36.0	36.0	36.0
13.89%	33.33%	33.33%	19.44%	
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

Date Date	Date Date	Date Date	Date Date	Date Date
36.0	36.0	36.0	36.0	36.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

The escalation factor for this project is: 100.00%

Contract No.: I-17-4301

Consultant: Rubinos & Mesia Engineers, Inc.

Date: 1/21/2020

Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES

**DIRECT COST
OVERTIME PREMIUM**

Total Estimated Work Hours: 1,767.00
Average Hourly Rate: \$49.49
Total Direct Labor \$87,448.83

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	60.00		
No	Project Manager	\$40.00	\$70.00					
No	Senior Engineer/Planner	\$40.00	\$70.00	\$60.00	\$60.00	368.00		
No	Resident Engineer	\$40.00	\$70.00					
No	Project Engineer/Planner	\$25.00	\$60.00	\$49.00	\$49.00	596.00		
No	Staff Engineer/Planner	\$20.00	\$40.00					
No	Engineer /Accountant	\$20.00	\$60.00	\$45.00	\$45.00	450.00		
No	Senior Technical Specialist	\$25.00	\$60.00	\$40.00	\$40.00	293.00		
No	Technical Specialist	\$15.00	\$50.00					
No	Architect	\$30.00	\$70.00					
No	Realty Specialists	\$20.00	\$70.00					
No	Intern	\$8.25	\$20.00					
No	Admin/Clerical	\$8.25	\$40.00					

Contract No.: I-17-4301

Consultant: Rubinos & Mesia Engineers, Inc.

Date: 1/21/2020

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	Mohsen M. Farahany, SE, PE	\$50 - \$70
	Principal	Farhad Rezai, SE, PE	
Project Manager			\$40 - \$70
Senior Engineer/Planner	Project Engineer	Faiq Aqueel, PE, PTOE	\$40 - \$70
		Partick Hodina, PE	
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Senior Engineer	Patrick E. Haavig, PE	\$25 - \$60
		Babu M. Patel, PE	
		Kerry Romack, SE	
		Jaime Milla	
		Najeeb Sharif PE	
Staff Engineer/Planner			\$20 - \$40
Engineer /Accountant	Civil Engineer	Cezar Manual PE	\$20 - \$60
		Javed Hussain	
Senior Technical Specialist	Sr. Cadd Techician	Algis Vasonis	\$25 - \$60
		Victoria Alvarez	
Technical Specialist			\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical			\$8.25 - \$40

Contract No.: I-17-4301

Consultant: Rubinos & Mesia Engineers, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: See Below

Project Manager: See Below

Project Engineer: Patrick Hodina, PE

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: Thomas Harroun, SE, PE

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Mohsen M. Farahany, SE, PE

Classification: Principal & Sr. Project Manager

Name: Farhad Rezai, SE, PE

Classification: Principal & QA/QC Mganager

Name: Bernardo Remo, SE, PE

Classification: Project Engineer / QA/QC

Name: _____

Classification: _____

EXHIBIT F

Contract No. I-17-4301

Rubinos & Mesia Engineers, Inc.

SCOPE OF SERVICES

Retaining Wall and Noise Wall Design: TS32.34R NB, TS32.41R SB, and TS32.49R SB.

Concept Phase Work -600 Man-Hours

Advance Contract Work - 800 Man -Hours

Main Contract Work - 1310 Man-Hours

Additional Bridge Design Services - 1767 Man-Hours

EXHIBIT G

Contract No. I-17-4301

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 (Archer Ave.)	\$451,637	\$10,000	Dec-17
D-91-340-14	Chicago Halsted and Chicago River Phase II	\$260,000	\$73,000	Dec-18
CDOT	Tollway I-90 and System wide, Design Services Upon Request	\$5,750,000	\$1,800,000	Dec-20
14-1 Item 18 I-14-4196	Supplement	\$230,000	\$230,000	Dec-18
14-1 Item 10 RR-13-5660	Tollway I-88, Roadway Resurfacing, US Route 30 to US 52	\$1,224,865	\$1,044,000	Nov-19
15-2 Item 5 I-15-4656	Tollway Elgin O'Hare Western Access, I-294 to I-90			
	Tollway Elgin O'Hare Western Access, Devon Ave. to Pratt Blvd.			
17-2 Item 4 I-17-4677	Tollway Elgin O'Hare Western Access, Pratt Blvd. to Touhy Ave.			
17-2 Item 5 I-17-4678				

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Juneau Associates, Inc., P.C.

Contract Number: I-17-4301

Proposal Date: 1/21/2020

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-17-4301

Consultant: Juneau Associates, Inc., P.C.

EXHIBIT A: ESTIMATED TASK WORK HOURS

Grand Total Exhibit A Hours 499

TASK	MONTHS of YEAR 2020												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Concept Design			40	70	70	70	70	70	69	40			499
Advanced Contract													
Main Contract													
TOTALS			40	70	70	70	70	70	69	40			499

Contract No.: I-17-4301

Consultant: Juneau Associates, Inc., P.C.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: Brian F. Kulick

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: Wesley W. Herndon

Others: Name: Rajesh Shrestha, David Massey

Classification: Project Engineer / Planner

Name: Eric E. Roth

Classification: Technical Specialist

Name: Mary L. Allen

Classification: Clerical

Name: _____

Classification: _____

EXHIBIT F

Contract No. I-17-4301

Juneau Associates, Inc., P.C.

SCOPE OF SERVICES

- 1) Develop TS&L's for retaining wall TS33.04R, NB and the corresponding Noise Wall that is mounted on top of that wall.
- 2) Development of Final Plans for the walls in 1 above in the "Advance Contract" portion of the work.
- 3) Support the bridge design in the Main Contract for one of the 2 bridges.

EXHIBIT G

Contract No. I-17-4301

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
I-17-4301	Phase II Engineering Services. Tri-State	\$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 Rehabilitation, East West Connector (M.P. 29.1) to Balmoral Ave. (M.P. 40.0).	\$14,381.34	\$14,381.34	12.31.2022
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
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-18-9206	Materials Engineering Services, Systemwide	\$93,375.00	\$93,375.00	9.30.2019

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1

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

7

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

2

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

8

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

3

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

9

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

4

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

10

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

5

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

11

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

6

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

12

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants:

TOTAL Additional Services DBE/MBE/WBE Subconsultants:

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants:

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

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

