

RESOLUTION NO. 21791

Background

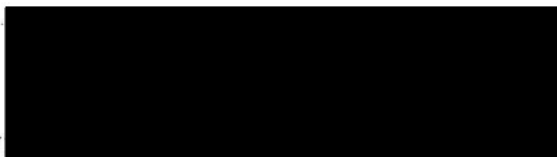
The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 21401 approved October 26, 2017, entered into an Agreement with Peralte-Clark, LLC on Contract I-17-4310 for Design Services, on the Tri-State Tollway (I-294) from Mile Post 29.1 (East West Connector) to Mile Post 40.0 (Balmoral Avenue).

Per Tollway request, Peralte-Clark, LLC has submitted a proposal to provide Supplemental Design Services for Contract I-17-4310, increasing the contract upper limit by \$336,000.00, from \$479,820.00 to \$815,820.00. It is necessary and in the best interest of the Tollway to accept the proposal from Peralte-Clark, LLC.

Resolution

The Chief Engineering Officer is authorized to negotiate a Supplemental Agreement with Peralte-Clark, LLC consistent with the aforementioned proposal to increase the contract upper limit by \$336,000.00, subject to the approval of the General Counsel. The Chairman or the Acting Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by


Chairman

CLOSE WINDOW



Print

1-17-4310

Business & Contact Information

BUSINESS NAME	Juneau Associates, Inc., P.C.
OWNER	Mr. CHARLES JUNEAU
ADDRESS	2100 State Street P.O. Box 1325 Granite City, IL 62040
PHONE	618-877-1400
FAX	618-452-5541
EMAIL	pbridges@jaipc.com
WEBSITE	http://www.jaipc.com
ETHNICITY	Caucasian
GENDER	Male
COUNTY	Madison (IL)

[Map This Address](#)**Certification Information**

CERTIFYING AGENCY	State of Illinois Central Management Services
CERTIFICATION TYPE	VOSB - Veteran Owned Small Business
RENEWAL DATE	3/5/2020
EXPIRATION DATE	3/5/2020
CERTIFIED BUSINESS DESCRIPTION	Engineering Services, Professional, Land Surveying

Commodity Codes

Code	Description
NIGP 92500	ENGINEERING SERVICES, PROFESSIONAL
NIGP 96460	Land Surveying

1-17-4360 Juneau

Additional Information

REGION	Southern Illinois
RECIPROCAL CERTIFICATION AGENCY	CVE

1-17-4310

Unified Certification Program - Search

Contractor Details

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

[Print](#)**Peralte-Clark, LLC**

Jean-Alix Peralte

171 W. Wing Street, Unit

204B

Arlington Heights, IL

60005-0000

County: Cook**Email:** jean-alix.peralte@peralte-clark.com**Phone:** 847-485-8069**Fax:** 847-485-8069**Categories:** Construction, Professional**NAICS**541330 - Civil engineering
services541330 - Construction
engineering services541330 - Engineering
services**Speciality**541330-Civil engineering
servicesConstruction engineering
services

Engineering services

Engineering design services

Engineering consulting
services

Certification: View

Help & Tools 

Certification List

1-17-4310

Vendor Information

Business Name	ABNA Of Illinois, Inc. DBA ABNA
VendorID	20070427
Primary Owner's Name	Rashid O Adewale
Company Type	Corporation
Ethnic Group	African American
Gender	Male

Certification Information

Certifying Agency	City of Chicago
Certification Type	MBE - Minority Business Enterprise
Effective Date	7/5/2017
Renewal Date	8/31/2018

Contact Information

Main Company Email	aadewale@abnacorp.com
Main Phone	773-881-4788 Ext. 1101
Main Fax	773-239-3728
Main Company Website	

Addresses

Physical Address	9901 South Western Avenue, Suite 001 Chicago, IL 60643-1800
Mailing Address	9901 South Western Avenue, Suite 001 Chicago, IL 60643-1800

Business Capabilities

Business certified for	NAICS 541330 Engineering services NAICS 541340 Drafting services NAICS 541360 Geophysical mapping services NAICS 541360 Geophysical surveying services NAICS 541370 Surveying and mapping services (except geophysical) NAICS 541380 Geotechnical testing laboratories or services	
Full Description of Capabilities/Products	NAICS 541330 Engineering services NAICS 541340 Drafting services NAICS 541360 Geophysical mapping services NAICS 541360 Geophysical surveying services NAICS 541370 Surveying and mapping services (except geophysical) NAICS 541380 Geotechnical testing laboratories or services	
Commodity Codes	NAICS 541330	Engineering services (More)
	NAICS 541340	Drafting services (More)
	NAICS 541360	Geophysical mapping services (More)
	NAICS 541360	Geophysical surveying services (More)
	NAICS 541370	Surveying and mapping services (except geophysical) (More)

1-17-4310

ABNA

NAICS 541380

Geotechnical testing laboratories or services ([More](#))**Owner Ethnicity and Gender**

Ethnic Group	African American
Gender	Male
DBE Ethnic Group	Black American

Location

County	Cook (IL)
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Additional Information

Ward	19
Community Area	72 Beverly

[Certification List](#)**Customer Support**

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Vendor Profile: Certifications

1-17-4310

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

ABNA Of Illinois, Inc., DBA ABNA

System Vendor Number: 20070427

Current Certifications

Type	Action	Effective	Renewal	Organization	Reviewer	Actions
MBE	No Change Affidavit	7/5/2017	8/31/2018	City of Chicago		View

Pending/In Process Certifications

Type	Action	Application Date	Organization	Reviewer	Actions
MBE	Recertification/ Renewal/ Annual	1/18/2019	City of Chicago		

Customer Support

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1-17-4310

Unified Certification Program - Search

[Contractor Details](#)[Browse F.A.Q. Sheet \(/UCP/Search/Help\)](#)[Print](#)**Atlas Engineering
Group, Ltd.**

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

County: Cook**Email:** nhomedi@aegroupltd.com**Phone:** (847) 753-8020**Fax:** (847) 753-8023**Categories:** Architecture\Engineering, Professional**NAICS**

237310-Highway,
Street, & Bridge
Construction
541330-Engineering
Services

Speciality

237310- CONSTRUCTION
MANAGEMENT
541330- LOCATION DRAINAGE
AERONAUTICS: DESIGN
CONSTRUCTION INSPECTION
TRAFFIC SIGNALS
RAILWAY ENGINEERING
STUDIES: TRAFFIC
REHABILITATION
RECONSTRUCTION/MAJOR
REHABILITATION
ROADS AND STREETS
FREEWAYS
STUDIES: PUMP STATIONS
WATERWAYS: COMPLEX
WATERWAYS: TYPICAL

1-17-4310

Unified Certification Program - Search

Contractor Details

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

[Print](#)**Interra, Inc.**

Sudhakar Rao

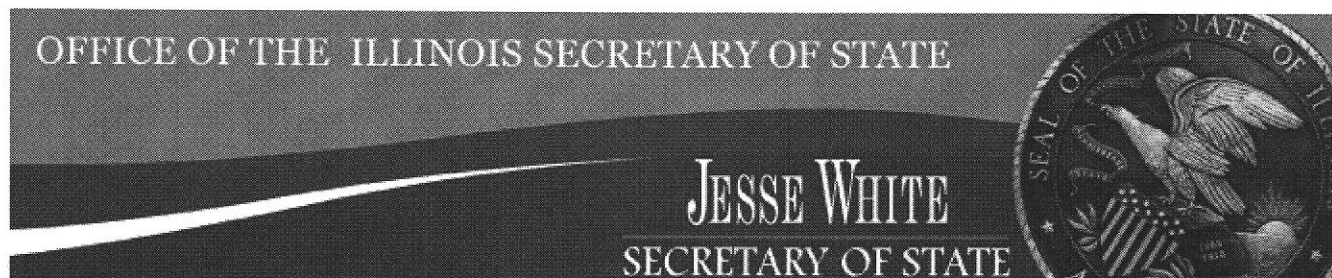
Doppalapudi

600 Territorial Dr., Ste. G

Bolingbrook, IL 60440-

5132

County: DuPage**Email:** dsrao@interraservices.com**Phone:** (630) 754-8700**Fax:** (630) 754-8705**Categories:** Architecture\Engineering, Professional**NAICS**541330-Engineering
Services541360-Geophysical
Surveying & Mapping
Services541380-Testing
Laboratories**Speciality**541330- AERONAUTICS:
CONSTRUCTION INSPECTIONQA HMA & AGGREGATE
QA AGGREGATE/HMA/PCC
CONSTRUCTION INSPECTION541360- GENERAL
GEOTECHNICAL SERVICES
STRUCTURE GEOTECHNICAL
REPORTS
SUBSURFACE EXPLORATIONS
541380- MISC: MATERIAL
TESTING

**LLC FILE DETAIL REPORT**

File Number	06107753		
Entity Name	PERALTE - CLARK, LLC		
Status	ACTIVE	On	01/02/2019
Entity Type	LLC	Type of LLC	Domestic
File Date	01/06/2017	Jurisdiction	IL
Agent Name	RICHMOND A. PAYNE	Agent Change Date	01/06/2017
Agent Street Address	2800 W HIGGINS RD STE 160	Principal Office	171 WEST WING ST STE 204B ARLINGTON HEIGHTS, IL 600050000
Agent City	HOFFMAN ESTATES	Managers	View
Agent Zip	60169	Duration	PERPETUAL
Annual Report Filing Date	01/02/2019	For Year	2019
Series Name	NOT AUTHORIZED TO ESTABLISH SERIES		

[Return to the Search Screen](#)[Purchase Certificate of Good Standing
\(One Certificate per Transaction\)](#)**OTHER SERVICES**[File Annual Report](#)[Adopting Assumed Name](#)[Articles of Amendment Effecting A Name Change](#)[Change of Registered Agent and/or Registered Office Address](#)[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

13:54 04/12/19

ACTION: S

VENDOR NUMBER= ***[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 04/12/19 AT 13:56 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ***[REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELINQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

13:54 04/12/19

ACTION: S

VENDOR NUMBER= ***[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

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ACTION: S

VENDOR NUMBER= ****

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

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OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

13:54 04/12/19

ACTION: S

VENDOR NUMBER= ****

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 04/12/19 AT 14:05 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *** PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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OFFSET CONTRACT INQUIRY

13:54 04/12/19

ACTION: S

VENDOR NUMBER= ****

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 04/12/19 AT 14:06 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER **** PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

13:54 04/12/19

ACTION: S

VENDOR NUMBER= ***

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 04/12/19 AT 14:06 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER **** PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

DESIGN SECTION ENGINEER
FIRST SUPPLEMENTAL AGREEMENT

The Board of Directors, on the **18th** day of **April, 2019**, authorized this **FIRST SUPPLEMENTAL AGREEMENT** to be entered into by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter sometimes referred to as "TOLLWAY", and **PERALTE-CLARK, LLC**, a **corporation** 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 15**, and DESIGN SECTION ENGINEER entered into an agreement on **October 26, 2017**, to provide design section engineering services (hereinafter "Services") for Contract No. **I-17-4310** for **Tri-State Tollway, Advanced MOT Rehabilitation, East West Connector (Mile Post 29.1) to Balmoral Avenue (Mile Post 40.0)**; 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 **April 17, 2019**, a copy of which is attached hereto as Exhibit "1", to provide said additional Services, and it is in the best interest of the TOLLWAY to accept said proposal.

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

ARTICLE I

General Provisions

Except as modified or changed herein, all terms, provisions and conditions contained in the original agreement between the TOLLWAY and the DESIGN SECTION ENGINEER dated **October 26, 2017** ("Original Agreement") and commonly referred to as Contract No. **I-17-4310**, shall govern this agreement and be in full force and effect, however, any changes to multipliers, unit costs, prices and/or rates of compensation shall only be applied to Services rendered solely under this Supplement pursuant to changes in the scope of work. The supplemental proposal attached as Exhibit "1" is hereby made a part of this Supplemental Agreement.

ARTICLE II

Time of Performance

The DESIGN SECTION ENGINEER shall perform the services herein in accordance with the schedule included at Exhibit "A" in the attached proposal.

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-17-4310 for Tri-State Tollway, Advanced MOT Rehabilitation, East West Connector (Mile Post 29.1) to Balmoral Avenue (Mile Post 40.0)** 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-17-4310 for Tri-State Tollway, Advanced MOT Rehabilitation, East West Connector (Mile Post 29.1) to Balmoral Avenue (Mile Post 40.0)** performed by the DESIGN SECTION ENGINEER under the Original Agreement and including the services set forth herein, is hereby increased from \$ **479,820.00** by \$ **336,000.00** to \$ **815,820.00**.

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-17-4310** the day and year first above written.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY


By  5/14/19
Chair/Executive Director-Signature Date
Will Evans/José Alvarez

PERALTE CLARK LLC


 4/26/19
President-Signature Date

JEAN-ALIX PERALTE
Printed Name as Signed Above


APPROVED:

 5/14/19
Chief Financial Officer - Signature Date
Michael Colsch

APPROVED:

 5/9/19
General Counsel – Signature Date
Kathleen Pasulka-Brown

Approved as to Form and Constitutionality

 5/8/19
Attorney General, State of Illinois - Signature Date

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

FOR CONTRACT NUMBER I-17-4310 ✓

This proposal, dated April 17, 2019, is submitted by PERALTE-CLARK, LLC of Arlington Heights, Illinois for Design Section Engineer's Service.

DESCRIPTION/LOCATION OF DESIGN SECTION

The location of the construction Contract I-17-4310 for which we propose to provide Design Section Engineering Services is Tri-State Tollway, Advanced MOT Rehabilitation, East-West Connector (Mile Post 29.1) to Balmoral Avenue (Mile Post 40.0), in Cook and DuPage County (Counties), Illinois.

REAFFIRMATION OF ORIGINAL AGREEMENT

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

SCOPE OF SUPPLEMENTAL DESIGN ENGINEERING SERVICES

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

FEE PROPOSAL

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

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

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

invoicing during the project.

AGREEMENT LIMITS

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

The Upper Limit Compensation shall be increased

from \$ 479,820.00 by \$ 336,000.00 to \$ 815,820.00.

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

The obligations of this Section shall be explicitly included in any subcontracts or agreements formed between the DESIGN SECTION ENGINEER and any subcontractors or suppliers of goods and services to the extent that those subcontracts or agreements relate to fulfillment of the DESIGN SECTION ENGINEER's obligations to

the TOLLWAY. Such subcontractor shall be required to comply with the terms and conditions of this Section and the TOLLWAY shall be entitled to enforce a breach of that contract.

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

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

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

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

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

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

PARTIAL PAYMENTS

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

REVISIONS TO SUPPLEMENTAL SCOPE OF WORK

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

THIS PROPOSAL FOR SUPPLEMENTAL DESIGN SECTION ENGINEERING
SERVICES FOR

CONTRACT I-17-4310

SUBMITTED BY:

FIRM NAME: PERALTE-CLARK, LLC

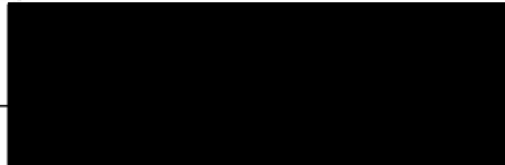
ADDRESS: 171 West Wing Street, Suite 204B

CITY, STATE &
ZIP CODE: Arlington Heights, Illinois 60005

TELEPHONE: 847-485-8069

FACSIMILE: N/A

SIGNED BY: _____



PRINTED NAME: John A. Clark, P.E., ENV SP

TITLE: Vice President

Biggs, Susan

From: Thomas, Mark
Sent: Friday, April 26, 2019 7:35 AM
To: Biggs, Susan
Subject: RE: I-17-4310 - Peralte-Clark, LLC - Insurance Review for 1st Supplement

Sue,

The insurance documentation submitted on behalf of Peralte-Clark, LLC for contract I-17-4310 appears to meet standard professional services agreements insurance requirements.

Mark R. Thomas, CRIS
Construction Insurance Analyst
Illinois Tollway
(630) 241-6800 ext. 4474
mthomas@getipass.com
www.illinoistollway.com

From: Biggs, Susan
Sent: Thursday, April 25, 2019 3:22 PM
To: Thomas, Mark <mthomas@getipass.com>
Subject: I-17-4310 - Peralte-Clark, LLC - Insurance Review for 1st Supplement

Hi Mark,

Please see the attached COI with endorsements for review from Peralte-Clark, LLC for contract I-17-4310 - 1st Supplement.

Thank you,

Sue Biggs
Engineering Contract Services
Illinois Tollway – PMO
2700 Ogden Avenue
Downers Grove, IL 60515
630-241-6800, x4924
sbiggs@getipass.com

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/19/2019

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

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

PRODUCER Risk Strategies Company 650 Dundee Road Suite 170 Northbrook, IL 60062		CONTACT NAME: Jan Welbel PHONE (A/C, No, Ext): 847-412-1414 E-MAIL ADDRESS: jwelbel@risk-strategies.com FAX (A/C, No):	
INSURED Peralte-Clark, LLC 171 West Wing Street, Unit 204B Arlington Heights, IL 60005		INSURER(S) AFFORDING COVERAGE INSURER A: RLI Insurance Company INSURER B: Continental Casualty Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 13056 20443	

COVERAGES

CERTIFICATE NUMBER: CL1932007170

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			PSB0006910			EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> Primary &			Non Contributory	3/11/2019	3/11/2020	MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Subject to			Written Contract			PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COM/PROP AGG \$ 2,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY			PSA0002432	3/11/2019	3/11/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		PSE0003586	3/11/2019	3/11/2020	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			PSW0004009	3/11/2019	3/11/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			591908194	3/11/2017	3/11/2020	Per Claim 2,000,000
							Aggregate 2,000,000

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

Re: ISTHA Project Number: I-17-4310

Illinois State Toll Highway Authority is included as additional insured per blanket endorsement as respect GL/Auto, subject to written contract requiring same.

CERTIFICATE HOLDER

CANCELLATION

The Illinois State Toll Highway Authority Risk Management 2700 Ogden Ave Downers Grove, IL 60515	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Michael Christian/CID

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® BUSINESS AUTO ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- A. Broad Form Named Insured
- B. Employees As Insureds
- C. Blanket Additional Insured
- D. Blanket Waiver Of Subrogation
- E. Employee Hired Autos
- F. Fellow Employee Coverage
- G. Auto Loan Lease Gap Coverage
- H. Glass Repair – Waiver Of Deductible
- I. Personal Effects Coverage
- J. Hired Auto Physical Damage Coverage
- K. Hired Auto Physical Damage – Loss Of Use
- L. Hired Car – Worldwide Coverage
- M. Temporary Transportation Expenses
- N. Amended Bodily Injury Definition – Mental Anguish
- O. Airbag Coverage
- P. Amended Insured Contract Definition – Railroad Easement
- Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound
- R. Notice Of And Knowledge Of Occurrence
- S. Unintentional Errors Or Omissions
- T. Towing Coverage

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

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

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

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

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

C. Blanket Additional Insured

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

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs is an "insured" for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured's own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**:

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

of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

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

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

2. Changes In General Conditions:

Paragraph **5.b.** of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

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

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Exclusion **B.5.** does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and

2. Any:

a. Overdue lease/loan payments at the time of the "loss";

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II - LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance - COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II - LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us - COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II - LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Contract Information Sheet

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

Consultant Name: Peralte-Clark, LLC

Contract Number: I-17-4310

Proposal Date: 4/17/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

I-17-4310

Peralte-Clark, LLC

Grand Total Exhibit A Hours	1,242
------------------------------------	--------------

[illegible]

I-17-4310

Consultant: Peralte-Clark, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

[illegible]

Contract No.: I-17-4310

Consultant: Peralte-Clark, LLC

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>1,242.00</u>	X	<u>\$ 45.30</u>	=	TOTAL DIRECT SALARY	<u>\$ 56,262.60</u>
(Total Work Hours from Exhibit C-2)		(Average Hourly Rate from Exhibit C-2)			

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	\$	157,535.28
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B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS	\$1,066.72
---------------------------	-------------------

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H)	\$	146,645.00
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Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont))	\$ 30,753.00
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TOTAL SERVICES BY OTHERS	\$	177,398.00
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D. ADDITIONAL SERVICES (Prime Consultant)

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

(Requires prior authorization before use)

TOTAL ADDITIONAL SERVICES \$ -
(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)	\$ 336,000.00
---	----------------------

Contract No.: I-17-4310 Consultant: Peralte-Clark, LLC

Date: 4/17/2019

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 15 No. OF MONTHS
 SCHEDULED START DATE: 2/1/2019
 RAISE DATE: 1/1/2020
 PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

2/1/2019	-	12/31/2019	11.0	15.0	73.33%	Factor First Period
1/1/2020	-	4/30/2020	4.0	15.0	26.67%	Escalation Factor Second Period
	-			15.0		Escalation Factor Third Period
	-			15.0		Escalation Factor Fourth Period
	-			15.0		Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

	-			15.0		Escalation Factor Sixth Period
	-			15.0		Escalation Factor Seventh Period
	-			15.0		Escalation Factor Eighth Period
	-			15.0		Escalation Factor Ninth Period
	-			15.0		Escalation Factor Tenth Period

The escalation factor for this project is: 100.00%

Contract No.: I-17-4310

Consultant: Peralte-Clark, LLC

Date: 4/17/2019

Escalation Factor: 100.00%
(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES							DIRECT COST OVERTIME PREMIUM						
<div>Total Estimated Work Hours: 1,242.00</div> <div>Average Hourly Rate: \$45.30</div> <div>Total Direct Labor \$56,262.60</div>							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	12.00							
No	Project Manager	\$40.00	\$70.00	\$70.00	\$70.00	160.00							
No	Senior Engineer/Planner	\$40.00	\$70.00										
No	Resident Engineer	\$40.00	\$70.00										
No	Project Engineer/Planner	\$25.00	\$60.00	\$50.00	\$50.00	560.00							
No	Staff Engineer/Planner	\$20.00	\$40.00										
No	Engineer /Accountant	\$20.00	\$60.00	\$31.74	\$31.74	420.00							
No	Senior Technical Specialist	\$25.00	\$60.00										
No	Technical Specialist	\$15.00	\$50.00	\$32.13	\$32.13	90.00							
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-17-4310 Consultant: Peralte-Clark, LLC

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**
https://www.illinoistollway.com/documents/20184/238673/LG_TOL_LWAY_XX_ALLOWABLEDIRECTCOSTS_12132013.PDF/b3dab3
- C. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 1,066.72

Contract No.: I-17-4310

Consultant: Peralte-Clark, LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: John A. Clark

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-17-4310

Peralte-Clark, LLC

SCOPE OF SERVICES

See attached "Scope of Services" document.

Scope of Services:

The scope of services mainly consists of two items:

1. Remove Design Work From I-18-4446 - Remove approximately one-third of the 4310 crossover design work from the current contract package I-18-4446.
2. Incorporate Removed Work into New Construction Contract - The design work that will be removed from the I-18-4446 contract will be deferred to a future Tollway construction contract.

Work related to these changes is detailed below.

Change 1 - Remove Design Work From I-18-4446

The effort to remove advanced shoulder reconstruction and crossover work from the I-18-4446 construction documents and continued involvement during bidding and construction phases includes the tasks below:

- The shoulder reconstruction on SB I-294 between Sta. 1609+00 and Sta. 1707+00 (approximately 1.85 miles) was to be removed from the construction documents.
- The crossover north of the Cermak Road Toll Plaza 35 was to be removed from the construction documents. This includes all associated median grading, drainage, and temporary lighting improvements associated with this crossover location.
- All three MOT stages need to be modified to address the changed work zone areas with the removal of the shoulder reconstruction and crossover.
- The sheet indices need to be modified to reflect the approximately 36 removed sheets. All associated quantities need to be pulled from the summary of quantities. All associated quantity schedules need to be modified to reflect the reduced scope, and all associated special provisions need to be pulled or modified similarly. The 4301 DSE team was tasked with leading the assembly of I-18-4446, so all these associated construction document revisions need to be coordinated through them and then verified.

Change 2 - Incorporate Removed Design Work From I-18-4446 to a Future Construction Contract

The 4310 team will incorporate the removed advanced shoulder reconstruction and crossover work from the I-18-4446 construction documents into a future Jacobs-led (I-17-4300) construction contract and maintain continued involvement during bidding phases. As part of this effort, it is anticipated that the shoulder reconstruction scope will be adjusted to reduce construction costs and maximize Tollway ROI on these anticipated improvements.

We are anticipating this work being included in the first Jacobs construction contract, which includes all the offline I-294 work within the I-17-4300 limits. This crossover and shoulder rehabilitation work will likely be the only work occurring on the I-294 mainline during this construction contract. The I-17-4310 team will be responsible for:

- MOT of shoulder rehabilitation and crossover improvements (Peralte-Clark)
- Crossover drainage and erosion control (Atlas)

- Temporary lighting of the south crossover, likely with temporary wood poles designed by the I-17-4310 team (ABNA)
- Typical section design for shoulder/crossover improvements (Peralte-Clark)
- BWA materials relating to the temporary light poles to be included in Jacobs BWA report (Juneau)
- The overhead sign truss that was avoided for the I-18-4446 contract will need to be removed by I-17-4310. I-17-4300 will handle any required replacement signing required from this removal. (Peralte-Clark)
- CQP Reviews for the Pre-Final, Final, and Advertisement Submittals. (Graef)
- Progress, Pre-Final, Final and IFB Submittals
- Construction revisions and/or construction involvement. (All)

The schedule for the Progress, Pre-Final, Final, and Advertisement submittals has not been finalized. However, we have been informed by Jacobs that the pre-final submittal will likely be made in the fall of 2019. Peralte-Clark anticipates involvement in a Progress, Pre-Final, Final, and Advertisement submittal of this work. We also anticipate involvement during bidding and construction up to contractor award. Construction phase services are not included in our scope of work. Based on our experience with the project and this overall corridor, it is likely that some changes may be introduced during the design process that may affect our scope. Our estimate to complete this work provides some flexibility to accommodate these changes.

The I-17-4310 team has developed an estimated fee, based on the following assumptions:

- Plans will be updated for the Progress, Pre-Final (95%), Final (100%) and IFB submittals on this future construction contract.
- Estimated effort includes involvement during bidding up to the award of construction contract.
- Construction phase services are not included in our scope of services.
- The I-17-4310 team will analyze mainline MOT schemes in detail to provide the more tailored and efficient approach to the shoulder rehabilitation to reduce anticipated construction costs within the corridor.

EXHIBIT G

Contract No. I-17-4310

Peralte-Clark, LLC

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-17-4304	Tri-State Tollway, Design Upon Request, Phase II Engineering Services. 1. Pedestrian Bridge; 2. Plainfield Road Bridge; 3. Demolition; 4. As Needed.	\$187,975.02	\$122,341.79	12/31/2019
I-17-4306	Tri-State Tollway, Bridge Rehabilitation, Repairs, & Demolition, Various Locations. Phase II Engineering Services.	\$119,578.42	\$15,362.28	12/31/2019
I-17-4310	Advanced MOT Rehabilitation	\$207,124.54	\$0.00	12/31/2019
I-18-4411	Tri-State Tollway (I-294), Bridge Reconstruction, Mile Long Bridge (M.P. 21.5). Construction Management Services.	\$1,681,714.13	\$1,681,714.13	7/31/2023

Contract No.: I-17-4310

Consultant: Peralte-Clark, LLC

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 ABNA of Illinois, Inc.**

Direct Labor	\$ 64,240.18
Direct Costs	\$ 151.82
Services by Others	
Additional Services **	
Total this Subconsultant (ULC)	\$ 64,392.00

2 Atlas Engineering Group, Ltd.

Direct Labor	\$ 70,210.00
Direct Costs	\$ 126.00
Services by Others	
Additional Services **	
Total this Subconsultant (ULC)	\$ 70,336.00

3 Interra, Inc.

Direct Labor	\$ 11,913.22
Direct Costs	\$ 3.78
Services by Others	\$ -
Additional Services **	\$ -
Total this Subconsultant (ULC)	\$ 11,917.00

4

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

5

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

6

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

7

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

8

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

9

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

10

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ 146,645.00

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 146,645.00

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 43.64%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 3.64%

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 Graef-USA, Inc. Direct Labor \$ 20,235.38 Direct Costs \$ 45.62 Services by Others _____ Additional Services ** _____ Total this Subconsultant (ULC) \$ 20,281.00	6 Direct Labor _____ Direct Costs \$ - Services by Others \$ - Additional Services ** \$ - Total this Subconsultant (ULC) \$ -
2 Juneau Associates, Inc., P.C. Direct Labor \$ 10,262.56 Direct Costs \$ 209.44 Services by Others _____ Additional Services ** _____ Total this Subconsultant (ULC) \$ 10,472.00	7 Direct Labor \$ - Direct Costs \$ - Services by Others \$ - Additional Services ** \$ - Total this Subconsultant (ULC) \$ -
3 Direct Labor \$ - Direct Costs \$ - Services by Others \$ - Additional Services ** \$ - Total this Subconsultant (ULC) \$ -	8 Direct Labor \$ - Direct Costs \$ - Services by Others \$ - Additional Services ** \$ - Total this Subconsultant (ULC) \$ -
4 Direct Labor \$ - Direct Costs \$ - Services by Others \$ - Additional Services ** \$ - Total this Subconsultant (ULC) \$ -	9 Direct Labor \$ - Direct Costs \$ - Services by Others \$ - Additional Services ** \$ - Total this Subconsultant (ULC) \$ -
5 Direct Labor \$ - Direct Costs \$ - Services by Others \$ - Additional Services ** \$ - Total this Subconsultant (ULC) \$ -	10 Direct Labor \$ - Direct Costs \$ - Services by Others \$ - Additional Services ** \$ - Total this Subconsultant (ULC) \$ -

** Additional services funds require prior authorization before use

TOTAL Non-DBE/MBE/WBE Subconsultants: \$ 30,753.00

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

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 30,753.00

Contract Information Sheet

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

Consultant Name: ABNA of Illinois, Inc.

Contract Number: I-17-4310

Proposal Date: 4/17/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Consultant: ABNA of Illinois, Inc.

Grand Total Exhibit A Hours	546
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MONTHS of YEAR 2019

Contract No.: I-17-4310

Consultant: ABNA of Illinois, Inc.

Date: 4/17/2019

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 7 No. OF MONTHS
SCHEDULED START DATE: 3/1/2019
RAISE DATE: 3/1/2020
PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

3/1/2019	-	9/30/2019							
Date		Date	Date	Date	Date	Date	Date	Date	Date
7.0									
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
7.0									
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-17-4310

Date: 4/17/2019

Consultant: ABNA of Illinois, Inc.

Escalation Factor: 100.00%

(From Exhibit C-1)

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

<div> <div> <div>Total</div> <div>Estimated</div> <div>Work Hours:</div> <div>546.00</div> </div> <div> <div>Average</div> <div>Hourly Rate:</div> <div>\$42.02</div> </div> <div> <div>Total Direct</div> <div>Labor</div> <div>\$22,942.92</div> </div> </div>							<div> <div>DIRECT COST</div> <div>OVERTIME PREMIUM</div> </div> <div> <div>Total</div> <div>Estimated O/T</div> <div>Hours:</div> <div>Average</div> <div>Premium O/T</div> <div>Hourly Rate:</div> </div> <div> <div>Total Overtime</div> <div>Premium:</div> </div>	
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	2.00		
No	Project Manager	\$40.00	\$70.00					
No	Senior Engineer/Planner	\$40.00	\$70.00	\$70.00	\$70.00	31.00		
No	Resident Engineer	\$40.00	\$70.00					
No	Project Engineer/Planner	\$25.00	\$60.00	\$51.25	\$51.25	116.00		
No	Staff Engineer/Planner	\$20.00	\$40.00	\$30.00	\$30.00	84.00		
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	\$38.88	\$38.88	313.00		
No	Intern	\$8.25	\$20.00					
No	Admin/Clerical	\$8.25	\$40.00					

Contract No.: I-17-4310 **Consultant:** ABNA of Illinois, Inc.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. **VEHICLE REIMBURSEMENT - rate based on link below**
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- B. **ALLOWABLE DIRECT COSTS - based on link below**
https://www.illinoistollway.com/documents/20184/238673/LG_TOL_LWAY_XX_ALLOWABLEDIRECTCOSTS_12132013.PDF/b3dab3
- C. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

DIRECT COST CATEGORY

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page.

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)	\$	151.82
---	----	--------

Contract No.: I-17-4310

Consultant: ABNA of Illinois, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: Thomas Paolicchi, PE, LEED AP BD+C

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: Robert Loehr, PE, SE

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

EXHIBIT F

Contract No. I-17-4310

ABNA of Illinois, Inc.

SCOPE OF SERVICES

4446 Contract

- Removal of 4300 scope from contract (impacting MOT and Temporary Lighting)
- Submittals will consist of Final 100%, IFB and a construction addendum (3 total).
- Involvement during construction (respond to contractor RFIs, Shop drawing review, etc.)

New Jacobs Contract

- Redesign of temporary lighting to accommodate Contract 4300 Reconstruction work.
- Submittals will consist of 60%, 95%, 100%, and IFB submittals
- Involvement during construction (respond to contractor RFIs, Shop drawing review, etc.)

EXHIBIT G

Contract No. I-17-4310

ABNA of Illinois, 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
RR-18-4353	Illinois Tollway DUR	\$180,000.00	\$75,000.00	9/30/2019
I-17-4300	Illinois Tollway I-294 Reconstruction	\$1,732,500.00	\$1,060,000.00	10/31/2022
RR-17-4678	Illinois Tollway EOWA	\$385,000.00	\$100,000.00	6/30/2020
RR-17-4295	Illinois Tollway I-355 Rehab.	\$864,000.00	\$100,000.00	7/30/2019

Contract No.: I-17-4310

Consultant: ABNA of Illinois, Inc.

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1

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

2

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

3

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

4

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

5

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

6

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

7

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

8

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

9

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

10

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Atlas Engineering Group, Ltd.

Contract Number: I-17-4310

Proposal Date: 4/17/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Atlas Engineering Group, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

[illegible]

I-17-4310

Atlas Engineering Group, Ltd.

MONTHS of YEAR 2019

TASK	MONTHS of YEAR 2019												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Complete P, S, & E 4446		50	40	43									133
Repackage 4300							40	40	66	60	60	60	326
TOTALS		50	40	43			40	40	66	60	60	60	459

Consultant: Atlas Engineering Group, Ltd.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

590.00	X	\$ 42.50	=	TOTAL DIRECT SALARY \$	25,075.00
(Total Work Hours from Exhibit C-2)		(Average Hourly Rate from Exhibit C-2)			

2.80

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

DIRECT REGULAR SALARY TIMES MULTIPLIER	\$	70,210.00
--	----	-----------

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS _____ **\$126.00**

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ -

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont))	\$	-
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TOTAL SERVICES BY OTHERS	\$	-
--------------------------	----	---

D. ADDITIONAL SERVICES (Prime Consultant)

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

(Requires prior authorization before use)

TOTAL ADDITIONAL SERVICES	\$	-
(Requires prior authorization before use)		

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 70,336.00

Contract No.: I-17-4310 Consultant: Atlas Engineering Group, Ltd.

Date: 4/17/2019

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 15 No. OF MONTHS
SCHEDULED START DATE: 2/1/2019
RAISE DATE: 1/1/2020
PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

2/1/2019 - 12/31/2019	11.0	15.0	1/1/2020 - 4/30/2020	4.0	15.0	-	-	-
Date	Date	Date	Date	Date	Date	Date	Date	Date
73.33%	Factor First Period	15.0	26.67%	Escalation Factor Second Period	15.0	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

-	-	15.0	-	15.0	-	-	-	-
Date	Date	Date	Date	Date	Date	Date	Date	Date
15.0	Escalation Factor Sixth Period	15.0	Escalation Factor Seventh Period	15.0	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period	15.0

The escalation factor for this project is: 100.00%

Contract No.: I-17-4310

Consultant: Atlas Engineering Group, Ltd.

Date: 4/17/2019

Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES										DIRECT COST 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)	Total Estimated O/T Hours: Average Premium O/T Hourly Rate: Total Overtime Premium:			Escalated Average Premium Overtime Hourly Rate (See Note C to Right)		
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	1.00	590.00					
No	Project Manager	\$40.00	\$70.00	\$70.00	\$70.00	15.00						
No	Senior Engineer/Planner	\$40.00	\$70.00	\$59.00	\$59.00	96.00						
No	Resident Engineer	\$40.00	\$70.00									
No	Project Engineer/Planner	\$25.00	\$60.00	\$39.00	\$39.00	428.00						
No	Staff Engineer/Planner	\$20.00	\$40.00									
No	Engineer /Accountant	\$20.00	\$60.00									
No	Senior Technical Specialist	\$25.00	\$60.00									
No	Technical Specialist	\$15.00	\$50.00	\$32.00	\$32.00	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									

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

[illegible]

Contract No.: I-17-4310 Consultant: Atlas Engineering Group, Ltd.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. **VEHICLE REIMBURSEMENT - rate based on link below**
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.asp>
- B. **ALLOWABLE DIRECT COSTS - based on link below**
https://www.illinoistollway.com/documents/20184/238673/LG_TOL_LWAY_XX_ALLOWABLEDIRECTCOSTS_12132013.PDF/b3dab3
- C. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) **\$ 126.00**

Contract No.: I-17-4310

Consultant: Atlas Engineering Group, Ltd.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: Yemi Oyewole, P.E.

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-17-4310

Atlas Engineering Group, Ltd.

SCOPE OF SERVICES

SEE ATTACHED

EXHIBIT F

CONTRACT NO. I-17-4310

ATLAS ENGINEERING GROUP, LTD.

SUPPLEMENT No. 1

SCOPE OF SERVICES

The summary of Supplement No. 1 scope of design work for Atlas Engineering Group, Ltd. (AEG) includes the following:

- Complete the drainage & erosion/sediment control plans, specifications, estimate and drainage design deviation documentation for the MOT crossover designs on I-294 in construction contract 4446.
- Repackage and complete the drainage & erosion/sediment control plans, specifications, estimates, meetings, site visits and drainage design deviation documentation for the proposed MOT crossover on I-294 between the Cermak Toll Plaza and Roosevelt Road in the Jacobs design contract 4300.

EXHIBIT G**Contract No. I-17-4310****Atlas Engineering Group, Ltd.****CURRENT OBLIGATIONS FOR PROJECT**

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
PSB 17-23 Item 15, RR-16-9198	Construction Upon Request	\$2,000,000.00	\$582,215.00	9/30/2019
PSB 17-3 Item 9 I-17-4304	I-294 Central Tri-State Design Upon Request	\$600,000.00	\$369,071.00	10/31/2022
PSB 17-3 Item 15 I-17-4310	Tri-State Tollway, Advanced MOT Rehabilitation, East West Connector (MP 29.1 to Balmoral Ave. (MP 40.0))	\$99,114.00	\$1,257.00	4/1/2020
PSB 18 Item 4, I-18-4413, Subconsultant to Techknow Engineering	I-294 Temporary ITS Relocation (Construction Management)	\$461,400.00	\$461,400.00	6/30/2020
PTB 188 Item 005, D-91-292-18 Subconsultant to Bowman	Ph II Services for 55th St. from Wolf Rd. to Brainard Rd	\$54,479.00	\$54,479.00	7/31/2019
PTB 188 Item 015 D-9-277-18 Subconsultant to Mackie	Various D1 Land Survey Projects	\$53,715.00	\$15,634.30	12/31/2019
PTB 185 Item 028 Subconsultant to GHA	Traffic Field Data Collection IDOT D1 & D3	\$1,620,000.00	\$958,375.75	2/29/2020
PTB 182 Item 002 Subconsultant to DLZ	Ph. I Various Safety Assessment Studies	\$120,000.00	\$60,177.89	12/1/2021
PTB 188 Item 029 Subconsultant to GHA	IDOT Various SCAT Projects for D2, D3, D4, and D5	\$45,000.00	\$45,000.00	4/1/2022
PTB 188 Item 007 P-91-039-18	Various Ph I Traffic Count Data Collections & Crash Report Production	\$1,000,000.00	\$968,349.22	9/30/2022
PTB 175 Item 03 P-91-216-15 Subconsultant to GHA	Various Traffic Signal Projects - SCAT	\$100,000.00	\$39,000.00	12/31/2020

Contract No.: I-17-4310Consultant: Atlas Engineering Group, Ltd.**EXHIBIT H - SERVICES BY OTHERS**

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

DBE/MBE/WBE SUBCONSULTANTS

1 _____

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

2 _____

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

3 _____

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

4 _____

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

5 _____

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

6 _____

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

7 _____

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

8 _____

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

9 _____

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

10 _____

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

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	<div>_____</div> <div>Direct Labor _____</div> <div>Direct Costs _____</div> <div>Services by Others _____</div> <div>Additional Services ** _____</div> <div>Total this Subconsultant (ULC) \$ -</div>	6	<div>_____</div> <div>Direct Labor _____</div> <div>Direct Costs \$ -</div> <div>Services by Others \$ -</div> <div>Additional Services ** \$ -</div> <div>Total this Subconsultant (ULC) \$ -</div>
2	<div>_____</div> <div>Direct Labor _____</div> <div>Direct Costs _____</div> <div>Services by Others _____</div> <div>Additional Services ** _____</div> <div>Total this Subconsultant (ULC) \$ -</div>	7	<div>_____</div> <div>Direct Labor \$ -</div> <div>Direct Costs \$ -</div> <div>Services by Others \$ -</div> <div>Additional Services ** \$ -</div> <div>Total this Subconsultant (ULC) \$ -</div>
3	<div>_____</div> <div>Direct Labor \$ -</div> <div>Direct Costs \$ -</div> <div>Services by Others \$ -</div> <div>Additional Services ** \$ -</div> <div>Total this Subconsultant (ULC) \$ -</div>	8	<div>_____</div> <div>Direct Labor \$ -</div> <div>Direct Costs \$ -</div> <div>Services by Others \$ -</div> <div>Additional Services ** \$ -</div> <div>Total this Subconsultant (ULC) \$ -</div>
4	<div>_____</div> <div>Direct Labor \$ -</div> <div>Direct Costs \$ -</div> <div>Services by Others \$ -</div> <div>Additional Services ** \$ -</div> <div>Total this Subconsultant (ULC) \$ -</div>	9	<div>_____</div> <div>Direct Labor \$ -</div> <div>Direct Costs \$ -</div> <div>Services by Others \$ -</div> <div>Additional Services ** \$ -</div> <div>Total this Subconsultant (ULC) \$ -</div>
5	<div>_____</div> <div>Direct Labor \$ -</div> <div>Direct Costs \$ -</div> <div>Services by Others \$ -</div> <div>Additional Services ** \$ -</div> <div>Total this Subconsultant (ULC) \$ -</div>	10	<div>_____</div> <div>Direct Labor \$ -</div> <div>Direct Costs \$ -</div> <div>Services by Others \$ -</div> <div>Additional Services ** \$ -</div> <div>Total this Subconsultant (ULC) \$ -</div>

** 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: Graef-USA Inc.

Contract Number: I-17-4310

Proposal Date: 4/17/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Consultant: Graef-USA Inc.

Graef-USA Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

[illegible]

Consultant: Graef-USA Inc.

EXHIBIT "1"
Page 54 of 90

MONTHS of YEAR 2020

Version 16

Contract No.: I-17-4310

Consultant: Graef-USA Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

158.00	X	\$ 45.74	=	TOTAL DIRECT SALARY \$	<u>7,226.92</u>
(Total Work Hours from Exhibit C-2)		(Average Hourly Rate from Exhibit C-2)			

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	\$	20,235.38
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B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS	\$45.62
---------------------------	----------------

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ -

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) \$ -

TOTAL SERVICES BY OTHERS	\$	-
--------------------------	----	---

D. ADDITIONAL SERVICES (Prime Consultant)

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

(Requires prior authorization before use)

TOTAL ADDITIONAL SERVICES \$ -
(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 20,281.00

I-17-4310

Graef-USA Inc.

4/17/2019

Contract No.: I-17-4310

Consultant: Graef-USA Inc.

Date: 4/17/2019

Escalation Factor: 100.00%
(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES										DIRECT COST 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)	Total Estimated Work Hours:			Total Estimated O/T Hours:		
							Average Hourly Rate:			Average Premium O/T Hourly Rate:		
							Total Direct Labor			Total Overtime Premium:		
No	Principal	\$50.00	\$70.00				\$7,226.92					
No	Project Manager	\$40.00	\$70.00									
No	Senior Engineer/Planner	\$40.00	\$70.00	\$60.02	\$60.02	25.00						
No	Resident Engineer	\$40.00	\$70.00									
No	Project Engineer/Planner	\$25.00	\$60.00	\$49.45	\$49.45	84.00						
No	Staff Engineer/Planner	\$20.00	\$40.00	\$32.08	\$32.08	49.00						
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	Intern	\$8.25	\$20.00									
No	Admin/Clerical	\$8.25	\$40.00									

Contract No.: I-17-4310 Consultant: Graef-USA Inc.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. **VEHICLE REIMBURSEMENT - rate based on link below**
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.asp>
- B. **ALLOWABLE DIRECT COSTS - based on link below**
https://www.illinoistollway.com/documents/20184/238673/LG_TOL_LWAY_XX_ALLOWABLEDIRECTCOSTS_12132013.PDF/b3dab3
- C. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 45.62

Contract No.: I-17-4310

Consultant: Graef-USA 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: Thomas Stevens

Classification: Roadway Engineer

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

EXHIBIT F

Contract No. I-17-4310

Graef-USA Inc.

SCOPE OF SERVICES

This project is the performance of the advance maintenance of traffic (MOT) work associated with the reconstruction and widening of the Central Tri-State I-294 from the East-West Connector (M.P. 29.1 to Balmoral Avenue (40.0)).

GRAEF Tasks to be Performed:

- TASK #1: QA/QC: Provide Quality Reviews for the rehabilitation of existing shoulders on mainline I-294 within the projects limits for the project segment that was broken out and not included in Contract No. I-18-4446. Four reviews will be performed, reviewing MOT, rehabilitation, drainage and electrical plans, along with specifications and quantities. The QA/QC reviews will occur prior to the following milestones:
 - 90% submittal
 - 95% submittal
 - 100% submittal
 - Bid documents
- TASK #2: Coordination with DCM/Tollway in preparation of award: Facilitate coordination with the Tollway until a contractor is awarded the project.

Assumptions:

1. Roadway QA/QC services are considered complete after a contractor is awarded the project.
2. Peralte-Clark, LLC will provide all review sets via Bluebeam for review, with GRAEF reviews to be performed in Bluebeam.

EXHIBIT G

Contract No. I-17-4310

Graef-USA 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
Tollway PSB 17-2,#8	Sub on Systemwide Design Upon Request	\$400K	\$160K	Dec. 2019
Tollway PSB 18-3,#3	Sub to CM ESI, RFI's and field questions	\$25K	\$15K	Nov. 2019
IDOT D3 Var-Var.		\$500K	\$75K	Sept. 2019

Contract No.: I-17-4310Consultant: Graef-USA Inc.**EXHIBIT H - SERVICES BY OTHERS**

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

DBE/MBE/WBE SUBCONSULTANTS

1 _____

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

2 _____

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

3 _____

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

4 _____

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

5 _____

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

6 _____

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

7 _____

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

8 _____

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

9 _____

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

10 _____

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

** Additional services funds require prior authorization before use

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

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

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

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

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

Project No. I-17-4310Consultant: Graef-USA Inc.**EXHIBIT H - SERVICES BY OTHERS (continued)**

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1 _____

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

6 _____

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

2 _____

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

7 _____

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

3 _____

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

8 _____

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

4 _____

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

9 _____

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

5 _____

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

10 _____

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Interra, Inc.

Contract Number: I-17-4310

Proposal Date: 4/17/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

I-17-4310

Interra, Inc.

Grand Total Exhibit A Hours	64
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TASK	MONTHS of YEAR 2018												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Constructability Rev.					10	10	10	10	8				48
Project Meetings					2	2	2	2					8
Project Admin.					2	2	2	2					8
TOTALS					14	14	14	14	8				64

Consultant: **Interra, Inc.**

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

64.00	X	\$ 66.48	=	TOTAL DIRECT SALARY \$	4,254.72
(Total Work Hours from Exhibit C-2)		(Average Hourly Rate from Exhibit C-2)			

2.80

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

DIRECT REGULAR SALARY TIMES MULTIPLIER	\$	11,913.22
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B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS	\$3.78
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C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ -

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont))	\$	-
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TOTAL SERVICES BY OTHERS	\$	-
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D. ADDITIONAL SERVICES (Prime Consultant)

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

(Requires prior authorization before use)

TOTAL ADDITIONAL SERVICES \$ _____ -
(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 11,917.00

Contract No.: I-17-4310 Consultant: Interra, Inc.

Date: 4/17/2019

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 5 No. OF MONTHS

SCHEDULED START DATE: 5/1/2019

RAISE DATE: 9/30/2019

PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

5/1/2019 - 9/30/2019	Date	Date	Date	Date	Date	Date
-	-	-	-	-	-	-
5.0	5.0	5.0	5.0	5.0	5.0	5.0
100.00%	Escalation Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period	Escalation Factor Sixth Period

ESCALATION PER YEAR Year 6 through 10

-	Date	Date	Date	Date	Date	Date
-	-	-	-	-	-	-
5.0	5.0	5.0	5.0	5.0	5.0	5.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period	Escalation Factor Eleventh Period	Escalation Factor Twelfth Period

The escalation factor for this project is: 100.00%

Contract No.: I-17-4310

Consultant: Interra, Inc.

Date: 4/17/2019

Escalation Factor: 100.00%
(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES							DIRECT COST OVERTIME PREMIUM	
							Total Estimated O/T Hours:	
							Average Premium O/T Hourly Rate:	
							Total Overtime Premium:	
							Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
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)		
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	34.00		
No	Project Manager	\$40.00	\$70.00	\$62.50	\$62.50	30.00		
No	Senior Engineer/Planner	\$40.00	\$70.00					
No	Resident Engineer	\$40.00	\$70.00					
No	Project Engineer/Planner	\$25.00	\$60.00					
No	Staff Engineer/Planner	\$20.00	\$40.00					
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					

EXHIBIT "1"

Contract No.: I-17-4310 Consultant: Interra, Inc.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. **VEHICLE REIMBURSEMENT - rate based on link below**
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- B. **ALLOWABLE DIRECT COSTS - based on link below**
https://www.illinoistollway.com/documents/20184/238673/LG_TOL_LWAY_XX_ALLOWABLEDIRECTCOSTS_12132013.PDF/b3dab3
- C. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 3.78

Contract No.: I-17-4310

Consultant: Interra, 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-17-4310

Interra, Inc.

SCOPE OF SERVICES

The Constructability Review (CR) of preliminary and/or pre-final contract plans and specifications. As an independent reviewer, construction bid documents will be assessed to make certain the work requirements are clear and detailed. INTERRA will review the materials related work, i.e. Mixture Control and Geotechnical items, for compliance to current Tollway specifications and requirements. INTERRA review will include any comments related to routine roadway construction processes and sequences of work. The comments related to Materials will identify possible conflicts, errors, and omissions that could impact cost, schedule and quality of work. INTERRA will provide timely written comments and participate in review meetings as directed. INTERRA shall meet a standard of care that is commensurate in the CR industry; however, INTERRA will not be responsible for items missed and will not be held accountable for conflicts and errors not discovered.

EXHIBIT G**Contract No. I-17-4310****Interra, 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
RR-14-4195	Material Testing	\$3,750,000.00	\$250,000.00	12/31/2019
RR-15-4242	Material Testing	\$650,000.00	\$100,000.00	12/31/2019
RR-16-4269	Material Testing	\$78,000.00	\$10,000.00	12/31/2019
RR-14-5704	Material Testing	\$500,000.00	\$155,000.00	7/1/2019
RR-16-4280	Material Testing	\$60,000.00	\$25,000.00	7/1/2019
I-17-4310	Design	\$11,917.00	\$11,917.00	12/31/2019
RR-16-4254	Material Testing	\$258,081.00	\$210,174.00	12/31/2019
RR-17-4314	Material Testing	\$196,205.00	\$30,000.00	12/31/2019
I-18-4357	Material Testing	\$150,000.00	\$100,000.00	12/31/2019
I-17-4326	Material Testing	\$20,000.00	\$20,000.00	12/31/2019
DOT Variou:	Material Testing	\$1,500,000.00	\$1,250,000.00	12/31/2020
Weber Road	Material Testing	\$895,000.00	\$895,000.00	12/31/2021
159th Street	Material Testing	\$1,005,000.00	\$100,000.00	12/31/2019
RR-18-4378	Construction Management	\$2,500,000.00	\$2,350,000.00	12/31/2020

Contract No.: I-17-4310

Consultant: Interra, Inc.

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

<p>1</p> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ -</p>	<p>6</p> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>2</p> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ -</p>	<p>7</p> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>3</p> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>	<p>8</p> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>4</p> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>	<p>9</p> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>5</p> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>	<p>10</p> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

Project No. I-17-4310Consultant: Interra, Inc.**EXHIBIT H - SERVICES BY OTHERS (continued)**

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1

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

2

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

3

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

4

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

5

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

6

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

7

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

8

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

9

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

10

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

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

Contract Number: I-17-4310

Proposal Date: 4/17/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

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

EXHIBIT A: ESTIMATED TASK WORK HOURS

[illegible]

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

EXHIBIT "1"
Page 79 of 90

Version 16

Contract No.: I-17-4310

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

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>98.00</u>	X	<u>\$ 37.40</u>	=	TOTAL DIRECT SALARY	<u>\$ 3,665.20</u>
(Total Work Hours from Exhibit C-2)		(Average Hourly Rate from Exhibit C-2)			

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	\$	10,262.56
--	----	-----------

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS	\$209.44
---------------------------	-----------------

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ -

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) \$ -

TOTAL SERVICES BY OTHERS	\$	-
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D. ADDITIONAL SERVICES (Prime Consultant)

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

(Requires prior authorization before use)

TOTAL ADDITIONAL SERVICES \$ -
(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)	\$ 10,472.00
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Contract No.: I-17-4310

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

Date: 4/17/2019

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 13 No. OF MONTHS

SCHEDULED START DATE: 4/1/2019

RAISE DATE: 1/1/2020

PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

4/1/2019	-	12/31/2019	1/1/2020	-	4/30/2020		-		-	
Date		Date	Date		Date	Date		Date		Date
9.0			4.0							
13.0			13.0			13.0		13.0		13.0
69.23%			30.77%							
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
13.0			13.0			13.0		13.0		13.0
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-17-4310

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

Date: 4/17/2019

Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES							DIRECT COST 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)	Total Estimated O/T Hours: Average Premium O/T Hourly Rate: Total Overtime Premium:
No	Principal	\$50.00	\$70.00						
No	Project Manager	\$40.00	\$70.00	\$59.86	\$59.86	4.00			
No	Senior Engineer/Planner	\$40.00	\$70.00						
No	Resident Engineer	\$40.00	\$70.00						
No	Project Engineer/Planner	\$25.00	\$60.00	\$38.00	\$38.00	77.00			
No	Staff Engineer/Planner	\$20.00	\$40.00	\$31.20	\$31.20	11.00			
No	Engineer /Accountant	\$20.00	\$60.00						
No	Senior Technical Specialist	\$25.00	\$60.00	\$26.77	\$26.77	3.00			
No	Technical Specialist	\$15.00	\$50.00	\$25.50	\$25.50	3.00			
No	Architect	\$30.00	\$70.00						
No	Really Specialists	\$20.00	\$70.00						
No	Intern	\$8.25	\$20.00						
No	Admin/Clerical	\$8.25	\$40.00						

Contract No.: I-17-4310 Consultant: Juneau Associates, Inc., P.C.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. **VEHICLE REIMBURSEMENT - rate based on link below**
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.asp>
- B. **ALLOWABLE DIRECT COSTS - based on link below**
https://www.illinoistollway.com/documents/20184/238673/LG_TOL_LWAY_XX_ALLOWABLEDIRECTCOSTS_12132013.PDF/b3dab3
- C. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 209.44

Contract No.: I-17-4310

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

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

EXHIBIT F

Contract No. I-17-4310

Juneau Associates, Inc., P.C.

SCOPE OF SERVICES

Juneau will provide Barrier Warrant Analysis support that will be included in Jacob's report for Section 4300.

EXHIBIT G**Contract No. I-17-4310****Juneau Associates, Inc., P.C.****CURRENT OBLIGATIONS FOR PROJECT**

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
RR-16-4281	Surveying Services. Tri-State Tollway,	\$50,000.00	\$23,301.00	2.28.2019
I-16-4283	Jane Addams Memorial Construction Management Upon Request. On-call and as needed construction management services.	\$100,000.00	\$33,656.00	12.31.2018
RR-17-4292	Construction Management Services. Systemwide, Veterans Memorial Tollway, Pavement Preservation	\$22,074.00	\$12,080.00	10.31.2018
I-17-4301	Phase II Engineering Services. Tri-State Tollway, Roadway Reconstruction, St. Charles Rd (M.P. 32.3) to North Avenue/Lake St. (M.P. 33.5)	\$212,000.00	\$158,168.00	10.31.2021
I-17-4308	Phase II Engineering Services. Tri-State Tollway, ITS & Lighting installation, 95th St. (M.P. 17.8) to Balmoral Ave. (M.P. 40.0)	\$152,000.00	\$147,457.00	12.31.2022
I-17-4309	Phase II Engineering Services. Tri-State Tollway, Advanced MOT Rehabilitation 95th St (M.P. 17.8) to East West Connector (M.P. 29.1)	\$29,000.00	\$29,000.00	12.31.2021
I-17-4310	Phase II Engineering Services. Tri-State Tollway, Advance MOT Rehabilitation, East West Connector (M.P. 29.1) to Balmoral Ave. (M.P. 40.0).	\$14,381.34	\$14,381.34	12.31.2022
RR-17-4314	Construction Management Services. Tri-State Tollway (I-2954) Pavement and Structural Preservation and Rehabilitation, M.P. 40.0 (Balmoral Ave) to M.P. 52.9 (Lake Cook Road). Construction Management Services	\$83,100.00	\$83,100.00	12.1.2018
I-17-4315	Construction Insp. & Surveying. Tri-State Tollway, Construction Management Upon Request. Phase III Engineering Services	\$150,000.00	\$150,000.00	9.30.2022
I-18-4352	Reagan Memorial Tollway (I-188), Windsor Road Bridge Widening. Phase II Engineering Services	\$33,800.00	\$33,800.00	11.30.2018

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

Contract No.: I-17-4310

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

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1

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

2

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

3

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

4

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

5

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

6

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

7

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

8

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

9

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

10

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

Project No. I-17-4310Consultant: Juneau Associates, Inc., P.C.**EXHIBIT H - SERVICES BY OTHERS (continued)**

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1	Direct Labor		6	Direct Labor	
	Direct Costs			Direct Costs	\$ -
	Services by Others			Services by Others	\$ -
	Additional Services **			Additional Services **	\$ -
	Total this Subconsultant (ULC)	\$ -		Total this Subconsultant (ULC)	\$ -
2	Direct Labor		7	Direct Labor	\$ -
	Direct Costs			Direct Costs	\$ -
	Services by Others			Services by Others	\$ -
	Additional Services **			Additional Services **	\$ -
	Total this Subconsultant (ULC)	\$ -		Total this Subconsultant (ULC)	\$ -
3	Direct Labor	\$ -	8	Direct Labor	\$ -
	Direct Costs	\$ -		Direct Costs	\$ -
	Services by Others	\$ -		Services by Others	\$ -
	Additional Services **	\$ -		Additional Services **	\$ -
	Total this Subconsultant (ULC)	\$ -		Total this Subconsultant (ULC)	\$ -
4	Direct Labor	\$ -	9	Direct Labor	\$ -
	Direct Costs	\$ -		Direct Costs	\$ -
	Services by Others	\$ -		Services by Others	\$ -
	Additional Services **	\$ -		Additional Services **	\$ -
	Total this Subconsultant (ULC)	\$ -		Total this Subconsultant (ULC)	\$ -
5	Direct Labor	\$ -	10	Direct Labor	\$ -
	Direct Costs	\$ -		Direct Costs	\$ -
	Services by Others	\$ -		Services by Others	\$ -
	Additional Services **	\$ -		Additional Services **	\$ -
	Total this Subconsultant (ULC)	\$ -		Total this Subconsultant (ULC)	\$ -

** Additional services funds require prior authorization before use

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

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

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