

RESOLUTION NO. 21961

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 21359 approved September 28, 2017, entered into an Agreement with Cotter Consulting, Inc. (“Cotter”), on Contract RR-13-4117, for Construction Management Services on the Reagan Memorial Tollway (I-88).

Per Tollway request, Cotter submitted a proposal to provide Supplemental Construction Management Services for Contract RR-13-4117, in an amount not to exceed \$374,787.60, increasing the contract upper limit from \$1,450,000.00 to \$1,824,787.60. It is necessary and in the best interest of the Tollway to accept Cotter’s proposal.

Resolution

The Chief Engineering Officer is authorized to negotiate an Amended Agreement with Cotter Consulting, Inc., consistent with the aforementioned proposal, to increase the contract upper limit by \$374,787.60, subject to review and approval by the General Counsel. The Chairman/Chief Executive Officer of the Tollway is authorized to execute the Agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:



Contract: RR-13-4117
Consultant: Interra, Inc.

PSB: 17-2 Item #1

PM: John Szabo

Reviewer: Frank Fratto

Review Date: 4/22/2020

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

Exhibits A-H

Cotter Consulting, Inc. – Complete

Juneau Associates, Inc., P.C. - Complete

Certified Profile

CLOSE WINDOW [Print](#)**Business & Contact Information**

BUSINESS NAME	Cotter Consulting, Inc., DBA N/A	
OWNER	Anne Edwards-Cotter	
ADDRESS	100 S WACKER Drive Suite 920 CHICAGO, IL 60606	Map This Address
PHONE	312-696-1200	
EMAIL	w.cotter@cotterconsulting.com	
WEBSITE	http://www.cotterconsulting.com	

Certification Information

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	WBE - Women Business Enterprise
CERTIFICATION DATE	6/28/2019
RENEWAL DATE	7/15/2020
CERTIFIED BUSINESS DESCRIPTION	NAICS 236116 Construction management, multifamily building NAICS 236210 Construction management, industrial building (except warehouses) NAICS 236220 Construction management, commercial and institutional building NAICS 236220 Project Management NAICS 237310 Construction management, highway, road, street and bridge NAICS 237990 Construction management, mass transit NAICS 541330 Engineering services

Commodity Codes

Code	Description
NAICS 236116	Construction management, multifamily building
NAICS 236210	Construction management, industrial building (except warehouses)
NAICS 236220	Construction management, commercial and institutional building
NAICS 236220	Project Management (Inactive effective 02-12-2020)
NAICS 237310	Construction management, highway, road, street and bridge
NAICS 237990	Construction management, mass transit
NAICS 541330	Engineering services

Additional Information

SERVICE-DISABLED VETERAN **No**
BUSINESS

Certified Profile

CLOSE WINDOW 

[Print](#)

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	Map This Address
PHONE	618-877-1400	
FAX	618-452-5541	
EMAIL	bmiller@jaipc.com	
WEBSITE	http://www.jaipc.com	
ETHNICITY	Caucasian	
GENDER	Male	
COUNTY	Madison (IL)	

Certification Information

CERTIFYING AGENCY	State of Illinois Central Management Services
CERTIFICATION TYPE	VOSB - Veteran Owned Small Business
RENEWAL DATE	3/13/2021
EXPIRATION DATE	3/13/2021
CERTIFIED BUSINESS DESCRIPTION	NIGP 92500 ENGINEERING SERVICES, PROFESSIONAL NIGP 96460 Land Surveying

Commodity Codes

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

Additional Information

REGION	Southern Illinois
RECIPROCAL CERTIFICATION AGENCY	CVE



Office of the Secretary of State Jesse White
CYBERDRIVEILLINOIS.COM

Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number	56185437
Entity Name	COTTER CONSULTING, INC.
Status	ACTIVE

Entity Information	
Entity Type	CORPORATION
Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	Tuesday, 27 November 1990
State	ILLINOIS
Duration Date	PERPETUAL

Agent Information

Name WILLIAM J. COTTER
Address 745 MCCLINTOCK DR STE 130 BURR RIDGE , IL 60527
Change Date Tuesday, 21 January 2020

Annual Report
Filing Date Monday, 28 October 2019
For Year 2019

Officers
President Name & Address ANNE EDWARDS-COTTER 100 S WACKER DR SUITE 920 CHICAGO 60606
Secretary Name & Address ANNE EDWARDS-COTTER SAME

Assumed Name
ACTIVE RMC INTERNATIONAL II, INC

[Return to Search](#)

[File Annual Report](#)

Adopting Assumed Name

Articles of Amendment Effecting A Name Change

Change of Registered Agent and/or Registered Office

(One Certificate per Transaction)

This information was printed from www.cyberdriveillinois.com, the official website of the Illinois Secretary of State's Office.

Mon Apr 20 2020

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

11:23 04/20/20

ACTION: S

VENDOR NUMBER= ***[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 04/20/20 AT 11:23 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ***[REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

11:23 04/20/20

ACTION: S

VENDOR NUMBER= ***[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

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*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

CONSTRUCTION MANAGER
FIRST SUPPLEMENTAL AGREEMENT

The Board of Directors, on the 11th day of **February, 2020**, authorized this **FIRST SUPPLEMENTAL AGREEMENT** to be entered into by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter sometimes referred to as "TOLLWAY", and **COTTER CONSULTING, INC.**, a **corporation** authorized and existing within the laws of the State of Illinois, hereinafter sometimes referred to as "CONSTRUCTION MANAGER".

W I T N E S S E T H:

WHEREAS, the TOLLWAY selected CONSTRUCTION MANAGER from **PSB 17-2, Item 13**, and CONSTRUCTION MANAGER entered into an agreement on **September 28, 2017**, to provide construction management services (hereinafter "Services") for Contract No. **RR-13-4117** for **Reagan Memorial Tollway, Roadway Reconstruction, East West Connector**; and

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

WHEREAS, CONSTRUCTION MANAGER has submitted a proposal dated **November 24, 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 CONSTRUCTION MANAGER dated **September 28, 2017** ("Original Agreement") and commonly referred to as Contract No. **RR-13-4117** and any prior supplements, 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 incorporated into and made a part of this **FIRST Supplemental Agreement**.

ARTICLE II

Time of Performance

The CONSTRUCTION MANAGER shall perform the services herein until the latest of the end date of the original agreement, the end date of the most recent supplemental agreement, the end date of any previously approved contract renewal or amendment or the last day of the last month of the last year of the schedule included at Exhibit "A" in the attached proposal.

ARTICLE III

Reaffirmation of Original Agreement

All covenants and agreements contained in the Original Agreement made and entered into by and between the TOLLWAY and CONSTRUCTION MANAGER and any and all prior Supplemental Agreements, if any, to provide Services for Contract No. **RR-13-4117 for Reagan Memorial Tollway, Roadway Reconstruction, East West Connector** 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER's place of business in order to audit the records. If they are not produced in a timely manner by the CONSTRUCTION MANAGER, then the CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER and any subcontractors or suppliers of goods and services to the extent that those subcontracts or agreements relate to fulfillment of the CONSTRUCTION MANAGER'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 CONSTRUCTION MANAGER or its subcontractors. The CONSTRUCTION MANAGER shall promptly reimburse the TOLLWAY for any overpayment, or the TOLLWAY at its option may deduct any overpayment from any funds due the CONSTRUCTION MANAGER, whether those funds are due under this contract or other contracts to which the CONSTRUCTION MANAGER is a party either directly with the TOLLWAY or as a subcontractor. In the event the CONSTRUCTION MANAGER fails or refuses to reimburse the TOLLWAY for an overpayment, the CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER fails to comply with these requirements, the CONSTRUCTION MANAGER may be disqualified or suspended from bidding on or working on future contracts.

ARTICLE VI

Compensation

The upper limit of compensation for said supplemental Services for Contract No. **RR-13-4117 for Reagan Memorial Tollway, Roadway Reconstruction, East West Connector** performed by the CONSTRUCTION MANAGER under the Original Agreement and including the services set forth herein, is hereby increased from \$ **1,450,000.00** by \$ **374,787.60** to \$ **1,824,787.60**.

ARTICLE VII

Report of a Change in Circumstances

The CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER'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 CONSTRUCTION MANAGER's Certification/Disclosure Forms, the CONSTRUCTION MANAGER's IDOT pre-qualification, or any certification or licensing required for this project. Additionally, the CONSTRUCTION MANAGER agrees to report to the Tollway within the above timeframe any arrests, indictments, convictions or other matters involving the CONSTRUCTION MANAGER, 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 CONSTRUCTION MANAGER agrees to incorporate substantially similar reporting requirements into the terms of any and all subcontracts relating to work performed under this agreement. The CONSTRUCTION MANAGER agrees to forward or relay to the Tollway any reports received from subcontractors pursuant to this paragraph within 21 days.

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

ARTICLE VIII

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 **RR-13-4117** the day and year first above written.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY

COTTER CONSULTING, INC.

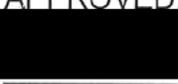

By _____ 04/29/2020
Chairman/CEO - Signature Date
Willard S. Evans, Jr.



President-Signature Date

Anne Edwards-Cotter

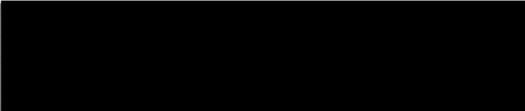
Printed Name as Signed Above

APPROVED:


Executive Director - Signature Date
Jose Alvarez

APPROVED:


Chief Financial Officer - Signature Date
Cathy R. Williams

APPROVED:


General Counsel - Signature Date
Kathleen Pasulka-Brown

Approved as to Form and Constitutionality


Attorney General, State of Illinois - Signature Date

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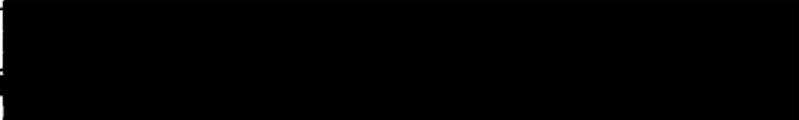
IN WITNESS WHEREOF, the parties hereto have executed this **FIRST SUPPLEMENTAL AGREEMENT** for **RR-13-4117** the day and year first above written.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY

COTTER CONSULTING, INC.

 04/29/2020

Chairman/CEO - Signature Date
Willard S. Evans, Jr.



President-Signature Date

Anne Edwards-Cotter

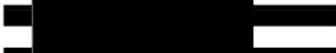
Printed Name as Signed Above

APPROVED:

 04/29/2020

Executive Director - Signature Date
Jose Alvarez

APPROVED:

 04/26/2020

Chief Financial Officer - Signature Date
Cathy R. Williams

APPROVED:

 04/23/2020

General Counsel - Signature Date
Kathleen Pasulka-Brown

Approved as to Form and Constitutionality

 04/23/2020

Attorney General, State of Illinois - Signature Date

**PROPOSAL
TO THE
ILLINOIS STATE TOLL HIGHWAY AUTHORITY
FOR SUPPLEMENTAL CONSTRUCTION MANAGER SERVICES**

FOR CONTRACT NUMBER RR-13-4117

This proposal, dated November 24, 2019, is submitted by Cotter Consulting, Inc. of Burr Ridge, IL for Construction Manager's Service.

DESCRIPTION/LOCATION OF CONSTRUCTION SECTION

The location of the construction Contract RR-13-4117 for which we propose to provide Construction Manager Services is the East West Connector between the Tri-State Tollway and the Reagan Memorial Tollway, in DuPage and Cook County (Counties), Illinois.

REAFFIRMATION OF ORIGINAL AGREEMENT

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

SCOPE OF SUPPLEMENTAL CONSTRUCTION MANAGER SERVICES

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

FEE PROPOSAL

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

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

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

periodic invoicing during the project.

“Actual Direct Labor” shall be reimbursed only for actual payroll costs paid to individuals employed directly by the CONSTRUCTION MANAGER, while independent contractors and contract employees shall be treated as “reimbursable direct costs” and not “actual direct salary.” Subcontractors shall be treated as “Services by Others.”

AGREEMENT LIMITS

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

The Upper Limit Compensation shall be increased

from \$ 1,450,000.00 by \$ 374,787.60 to \$ 1,824,787.60.

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

INVOICES - INVOICES will be submitted monthly on forms provided to the CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER expressly acknowledges that the TOLLWAY, at its discretion, reserves the right not to honor any delinquent INVOICE if the

CONSTRUCTION MANAGER fails to obtain prior written approval from the Chief Engineering Officer for an alternative INVOICE submission date. CONSTRUCTION MANAGER will request such approval or an INVOICE submittal extension no later than February 15th.

PARTIAL PAYMENTS

Partial payments to the CONSTRUCTION MANAGER 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, respectively.

REVISIONS TO SUPPLEMENTAL SCOPE OF WORK

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

THIS PROPOSAL FOR SUPPLEMENTAL CONSTRUCTION MANAGER
SERVICES FOR

CONTRACT RR-13-4117

SUBMITTED BY:

FIRM NAME: Cotter Consulting, Inc.

ADDRESS: 745 McClintock Drive, Suite 130

CITY, STATE &
ZIP CODE: Burr Ridge, IL 60527

TELEPHONE: 630.297.1310

FACSIMILE: 630.310.5512

SIGNED BY:  _____

PRINTED NAME: Joseph Hunn

TITLE: Vice President

EXHIBIT F

CONTRACT RR-13-4117

(Cotter Consulting, Inc.)

SCOPE OF SUPPLEMENTAL PROPOSAL

Provide project management services in accordance with the latest version of the Tollway's Construction Manager's Manual for ISTHA Contract RR-13-4117R.

EXHIBIT G

CONTRACT RR-13-4117

(Cotter Consulting, 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-18-4360	Roadway CM Upon Request	\$3,000,000	\$400,000	12/2020
I-18-4414	I-294 CM Upon Request	\$500,000	\$480,000	12/2023
I-18-4701	CCM IL390/I-490	\$2,670,000	\$2,670,000	12/2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/25/2020

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

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

PRODUCER DSP Insurance Services 1900 E Golf Rd Ste 650 Ste 650 Schaumburg IL 60173	CONTACT NAME Stephen L Webster PHONE (A/C, No, Ext) (847) 934-6100 E-MAIL ADDRESS swebster@dspins.com FAX (A/C, No) (847) 934-6186													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A QBE</td> <td>11515</td> </tr> <tr> <td>INSURER B Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER C National Fire Insurance Compan</td> <td>20478</td> </tr> <tr> <td>INSURER D Valley Forge Insurance</td> <td>20508</td> </tr> <tr> <td>INSURER E Continental Insurance Co.</td> <td>35289</td> </tr> <tr> <td>INSURER F</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A QBE	11515	INSURER B Continental Casualty Company	20443	INSURER C National Fire Insurance Compan	20478	INSURER D Valley Forge Insurance	20508	INSURER E Continental Insurance Co.	35289	INSURER F
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INSURER E Continental Insurance Co.	35289													
INSURER F														
INSURED Cotter Consulting, Inc. 745 McClintock Drive Suite 130 Burr Ridge IL 60527														

COVERAGES

CERTIFICATE NUMBER: Cert ID 28883

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
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE L MIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			5084948653	04/01/2020	04/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5084948362	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5084948412	04/01/2020	04/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A			6024405856	04/01/2020	04/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACC DENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional / Pollution			HUN0000201	04/01/2020	04/01/2021	Each Claim & in the Aggregate \$ 5,000,000

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

Re: Contract# RR-13-4117 - Reagan Memorial Tollway, Roadway Reconstruction, East West Connector.

Additional insured on General Liability and Auto Liability on a primary and non-contributory basis when required by written contract: The Illinois State Toll Highway Authority.

CERTIFICATE HOLDER**CANCELLATION**

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

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ACORD 25 (2016/03)

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B. additional insured coverage with "arising out of" language; or
- C. additional insured coverage to the greatest extent permissible by law;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
- B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

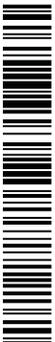
Nat'l Fire Ins Co of Hartford

Insured Name: COTTER CONSULTING, INC.

Policy No: 5084948653

Endorsement No: 14

Effective Date: 04/01/2020



**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement****Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury or property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

Page 2 of 2

Nat'l Fire Ins Co of Hartford

Insured Name: COTTER CONSULTING, INC.

Policy No: 5084948653

Endorsement No: 14

Effective Date: 04/01/2020



CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

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

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

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

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) **Bodily injury** or **property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

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

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

B. Bail Bonds and Loss of Earnings

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

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

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement No: 19; Page: 1 of 4

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 5084948362

Policy Effective Date: 04/01/2020

Policy Page: 86 of 173



C. Fellow Employee

Section II, Paragraph B.5 does not apply.

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

II. PHYSICAL DAMAGE COVERAGE

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

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

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

B. Transportation Expenses

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

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

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

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

D. Hired "Autos"

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

5. Hired "Autos"

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

- a. Any covered **auto** you lease, hire, rent or borrow without a driver; and
- b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to **loss** caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned **autos**.
- e. Such physical damage coverage for hired **autos** will:
 - (1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per **accident**.

E. Airbag Coverage

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

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

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 19; Page: 2 of 4

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 5084948362

Policy Effective Date: 04/01/2020

Policy Page: 87 of 173

Contract Information Sheet

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

Consultant Name: Cotter Consulting, Inc.

Contract Number: RR-13-4117CM

Proposal Date: 11/24/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-13-4117CM

Consultant: Cotter Consulting, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Manager	4	5	4	4									17
Resident Engineer	160	200	160	80									600
Assistant RE	160	160	40	40									400
Materials Coordinator	120	100	40	40									300
Inspector	40												40
Documentation Tech	160	200	160	80									600
TOTALS	644	665	404	244									1957

Contract No.: RR-13-4117CM

Consultant: Cotter Consulting, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: Joe Hunn

Project Engineer: _____

Resident Engineer: Jose Montesinos

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

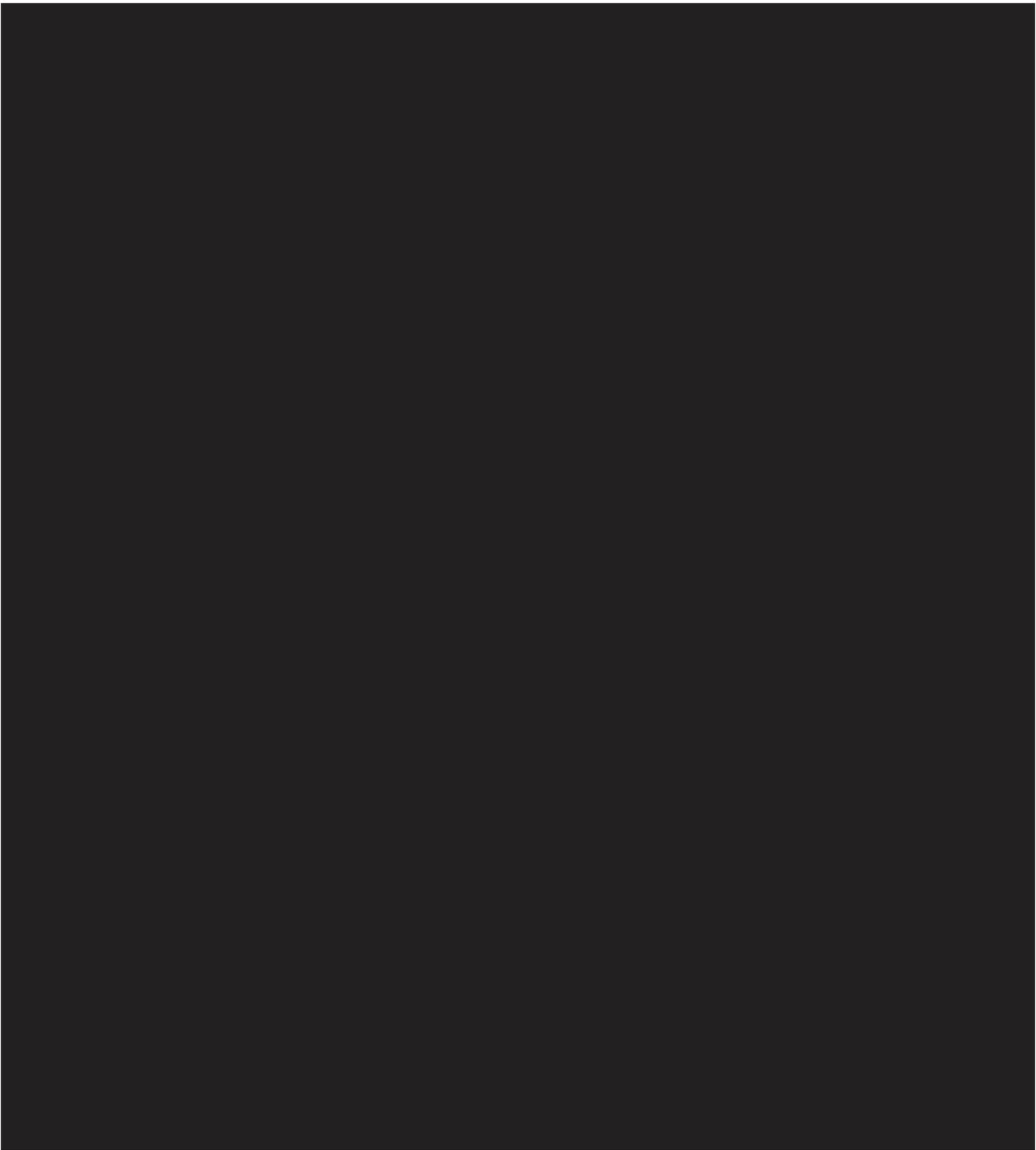
Name: _____

Classification: _____

Name: _____

Classification: _____

Joe Hunn, PE ▪ Project Manager



Jose Montesinos, PE ▪ Resident Engineer

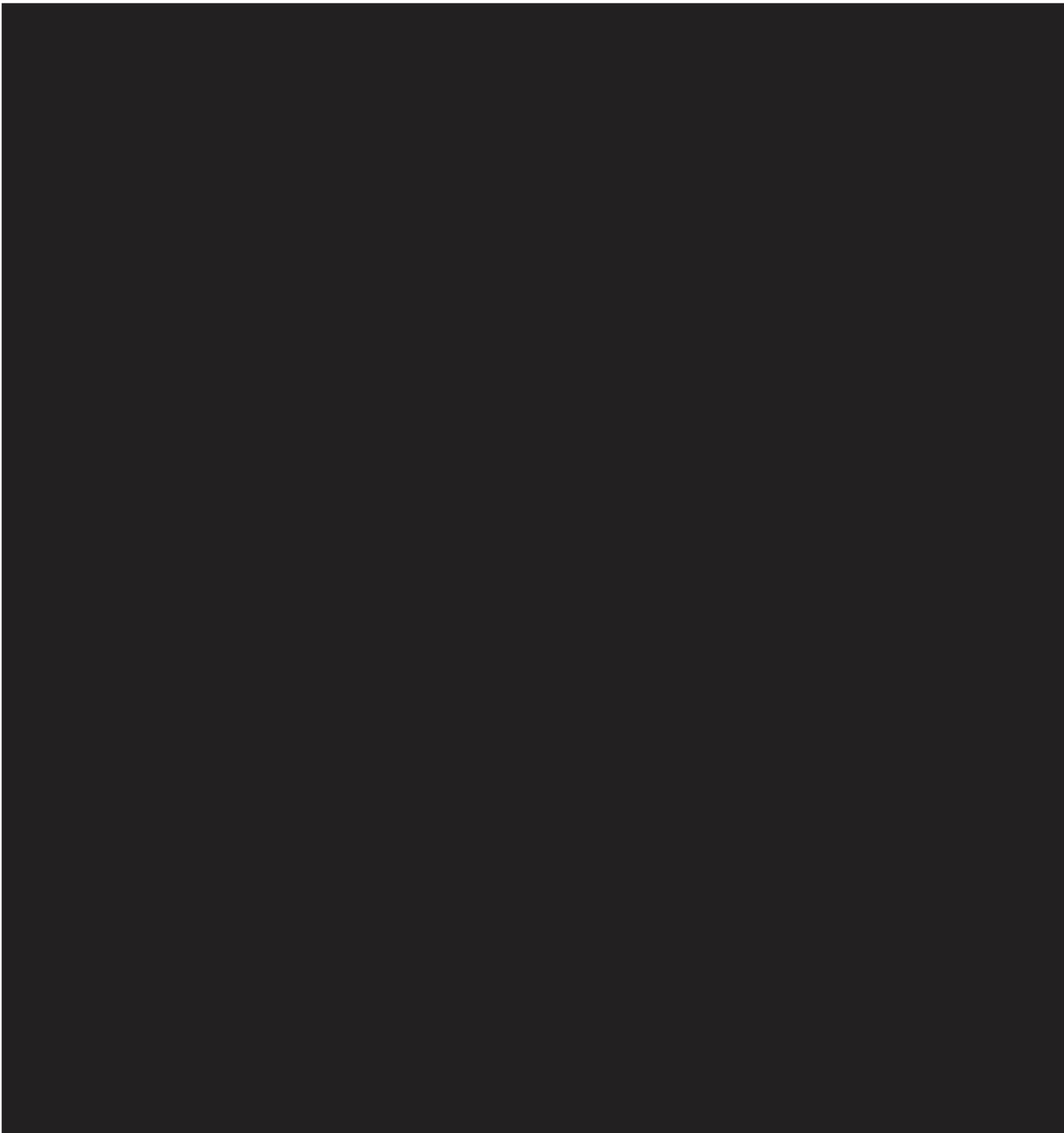


EXHIBIT F

Contract No. RR-13-4117CM

Cotter Consulting, Inc.

SCOPE OF SERVICES

Provide project management services in accordance with the latest version of the Tollway's Construction Manager's Manual for ISTHA Contract RR-13-4117R.

EXHIBIT G

Contract No. RR-13-4117CM

Cotter Consulting, 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-18-4360	Roadway CM Upon Request	\$3,000,000.00	\$400,000.00	12/31/2020
I-18-4414	I-294 CM Upon Request	\$500,000.00	\$480,000.00	12/31/2023
I-18-4701	CCM IL 390 / I-490	\$2,670,000.00	\$2,670,000.00	12/31/2025

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

7	_____						
	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)	\$ _____	-				

8	_____						
	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)	\$ _____	-				

9	_____						
	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)	\$ _____	-				

10	_____						
	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)	\$ _____	-				

11	_____						
	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)	\$ _____	-				

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

** Additional services funds require prior authorization before use

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

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

<p>1 <u>Juneau Associates, Inc., P.C.</u></p> <table border="0"> <tr> <td>Direct Labor</td> <td style="text-align: right;">\$ 10,707.20</td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$ 650.00</td> </tr> <tr> <td>Services by Others</td> <td></td> </tr> <tr> <td>Additional Services **</td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$ 11,357.20</td> </tr> </table>	Direct Labor	\$ 10,707.20	Direct Costs	\$ 650.00	Services by Others		Additional Services **		Total this Subconsultant (ULC)	\$ 11,357.20	<p>6 _____</p> <table border="0"> <tr> <td>Direct Labor</td> <td></td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$ -</td> </tr> </table>	Direct Labor		Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
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** Additional services funds require prior authorization before use

TOTAL Non-DBE/MBE/WBE Subconsultants: \$ 11,357.20

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

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 11,357.20

Contract Information Sheet

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

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

Contract Number: RR-13-4117CM

Proposal Date: 11/24/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-13-4117CM

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

EXHIBIT A: ESTIMATED TASK WORK HOURS

													Grand Total Exhibit A Hours	80
MONTHS of YEAR 2019													TOTAL HOURS	
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Inspector													10	10
TOTALS													10	10

Contract No.: RR-13-4117CM

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. RR-13-4117CM

Juneau Associates, Inc., P.C.

SCOPE OF SERVICES

Provide project management services in accordance with the latest version of the Tollway's Construction Manager's Manual for ISTHA contract RR-13-4117R.

EXHIBIT G

Contract No. RR-13-4117CM

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-14-4200	Surveying - Maintenance Facilities	\$18,900.00	\$12,000.00	12.31.2019
RR-14-5705	Construction Inspection - Construction Management Services Upon Request	\$50,000.00	\$5,000.00	12.31.2019
I-15-4241	Construction Inspection - Construction Management Services Upon Request	\$175,000.00	\$2,500.00	1.01.2020
I-15-4654	Construction Inspection - Construction Management Services Upon Request	\$150,000.00	\$5,000.00	1.01.2020
I-15-4656	Design Services - EOWA, I-294 to I-90 Tri-State and Franklin/Green Street	\$490,000.00	\$40,000.00	6.01.2020
RR-16-4252	Construction Management - Systemwide, Maintenance Facilities, Construction Management Services Upon Request	\$60,000.00	\$60,000.00	6.01.2020
RR-16-9189	Construction Management - Systemwide, Maintenance Facilities, Construction Management Services Upon Request	\$70,000.00	\$20,000.00	12.31.2019
I-14-4194	Surveying - Jane Addams Memorial Tollway and Systemwide, Construction Management Services Upon Request	\$100,000.00	\$20,000.00	12.31.2019

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

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

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

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

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

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

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

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

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

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

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

12	<hr/>	
	Direct Labor	<hr/>
	Direct Costs	\$ -
	Services by Others	\$ -
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	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)

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

10	_____		
	Direct Labor	\$ _____	-
	Direct Costs	\$ _____	-
	Services by Others	\$ _____	-
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** 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: \$ _____ -

From: [Evans, Jr., Willard](#)
To: [Regnery, Christi](#); [Ocoomy, Eric](#)
Cc: [Fratto, Frank](#); [Ocoomy, Eric](#); [Williams, Cathy](#); [Alvarez, Jose R](#)
Subject: Re: RR-13-4117
Date: Wednesday, May 13, 2020 9:23:58 AM

I authorize the attached documents for processing.

Willard S. Evans, Jr.
Chairman and Chief Executive Officer
Illinois State Tollway Highway Authority
wills@getipass.com
(630) 241-6800 x1100

From: Alvarez, Jose R
Sent: Monday, May 11, 2020 8:03 PM
To: Evans, Jr., Willard
Cc: Fratto, Frank; Ocoomy, Eric; Williams, Cathy; Regnery, Christi
Subject: FW: RR-13-4117

I authorize the attached documents for processing.

José R. Alvarez
Executive Director

From: Cathy Williams <cwilliams@getipass.com>
Date: Friday, May 8, 2020 at 5:19 PM
To: "Alvarez, Jose R" <JRA@getipass.com>
Cc: "Fratto, Frank" <ffratto@getipass.com>, "Lane, Robert" <rtlane@getipass.com>, Kathleen Pasulka-Brown <KPasulkaBrown@getipass.com>
Subject: Re: RR-13-4117

I authorize the attached documents for processing

Cathy R. Williams
Chief Financial Officer

From: Pasulka-Brown, Kathleen
Sent: Tuesday, May 5, 2020 4:33 PM
To: Williams, Cathy
Cc: Fratto, Frank; Lane, Robert
Subject: RE: RR-13-4117

I authorize the attached documents for processing.

Kathleen R. Pasulka-Brown
General Counsel

From: Lane, Robert
Sent: Tuesday, May 05, 2020 4:25 PM
To: Pasulka-Brown, Kathleen <KPasulkaBrown@getipass.com>
Cc: Fratto, Frank <ffratto@getipass.com>
Subject: RE: RR-13-4117

I authorize the attached documents for processing.

Robert T. Lane
Assistant Attorney General

From: Fratto, Frank
Sent: Thursday, April 30, 2020 1:29 PM
To: Lane, Robert <rtlane@getipass.com>
Cc: Pasulka-Brown, Kathleen <KPasulkaBrown@getipass.com>; Williams, Cathy <cwilliams@getipass.com>; Alvarez, Jose R <JRA@getipass.com>; Evans, Jr., Willard <wills@getipass.com>; Grosso, Cristina <cgrosso@getipass.com>; Regnery, Christi <cregnery@getipass.com>
Subject: RR-13-4117

Using the secure Adobe e-signing process, **RR-13-4117** has been reviewed and fully executed by Tollway personnel. For purposes of obligating **RR-13-4117** with the Comptroller, and following the routing order shown below, after receiving this email, please reply by (i) inserting a message stating, **I authorize the attached documents for processing**, (ii) sending your reply to the next person in the below routing sequence (by putting only that person's name in the "To" box of your reply email), and (iii) putting the name of the person who sent you the email in the "Cc" box of the email.

Signature Order:

1. Robert T. Lane, Deputy General Counsel
2. Kathleen R. Pasulka-Brown, General Counsel
3. Cathy R. Williams, Chief Financial Officer
4. José Alvarez, Executive Director
5. Willard S. Evans, Jr., Chairman and Chief Executive Officer

Final Step:

The last signer or Christi will send the completed signature chain to Eric Occomy.

Thank you,

Frank Fratto

Contract Analyst

Procurement – Contract Services

Illinois Tollway 2700 Ogden Avenue Downers Grove, Illinois 60515

(630) 241-6800 x6220

ffratto@getipass.com

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