

01/16/20

6.4/7

RESOLUTION NO. 21941

Background

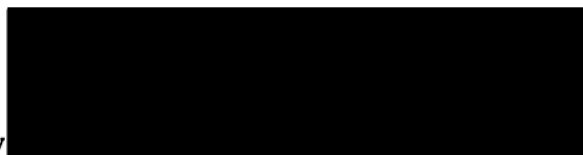
The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 21395 approved October 26, 2017, entered into an Agreement with HDR Engineering, Inc. on Contract I-17-4296 for Design Services on the Tri-State Tollway (I-294), from Mile Post 17.8 (95th Street) to Mile Post 20.7 (LaGrange Road).

Per Tollway request, HDR Engineering, Inc. submitted a proposal to provide Supplemental Design Services for Contract I-17-4296, increasing the contract upper limit by \$1,978,212.00, from \$18,958,163.51 to \$20,936,375.51. It is necessary and in the best interest of the Tollway to accept the proposal from HDR Engineering, Inc.

Resolution

The Chief Engineering Officer is authorized to negotiate an Amended Agreement with HDR Engineering, Inc., consistent with the aforementioned proposal, to increase the contract upper limit by \$1,978,212.00, subject to review and approval of 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


A large black rectangular redaction box covers the signature of the Chairman.

Chairman

The Illinois State Toll Highway Authority

TO: José Alvarez
Executive Director

DATE: March 5, 2020

FROM: Eric Ocomy 
Chief of Contract Services

SUBJECT: **Request for Contract Execution**
HDR Engineering, Inc.
Supplemental Contract I-17-4296

Transmitted herewith for your review and signature are two (2) duplicate copies of the **HDR Engineering, Inc.**, professional services agreement. The agreement signature pages, requiring your signature, have been marked with plastic tabs. **Authorization of this contract is requested by March 6, 2020, so that the Notice to Proceed may be issued.**

Following is a summary of this contract:

Contract Number:	I-17-4296
Phase:	Design Section Engineer
Consultant:	HDR Engineering, Inc.
Contract Description:	Tri-State Tollway, Roadway Reconstruction 95 th Street (Mile Post 17.8) to LaGrange Road (Mile Post 20.7)
Board Approval:	January 16, 2020
Resolution Number:	21941
Anticipated Start Date:	January 17, 2020

The executed agreements are to be returned to Frank Fratto at ext. 4634 once complete. If you have any questions regarding this transmittal or require additional information please contact Laura Durkin, extension 3802.

EO:lrđ
/Attachments

Contract No I-17-4296

Unified Certification Program - Search

Contractor Details

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

[Print](#)

American Surveying & Engineering, P.C.

Coventine Fidis
30 N. LaSalle St., Ste.
3440
Chicago, IL 60602

County: Cook

Email: c.fidis@americansurvey.com

Phone: (312) 277-2000

Fax: (312) 277-2002

Categories: Architecture\Engineering, Construction,
Professional

Contract No I-17-4296
American Surveying & Engineering, P.C.

NAICS	Speciality
238910-Site Preparation Contractors	238910- MISC: CONSTRUCTION LAYOUT AND STAKING
531210-Offices of Real Estate Agents and Brokers	531210- MISC: REAL ESTATE NEGOTIATOR
531320-Offices of Real Estate Appraisers	531320- REAL ESTATE APPRAISAL
541320-Landscape Architectural Services	541320- URBAN PLANNING
541330-Engineering Services	541330- ROADS AND STREETS FREEWAYS
541370-Surveying & Mapping (except Geophysical) Serv.	LOCATION DRAINAGE SPEC. SERVS.:
541620-Environmental Consultant Services	CONSTRUCTION INSPECTION
541690-Other Scientific & Technical Consulting	WATERWAYS: TYPICAL WATERWAYS: COMPLEX SUBSURFACE UTILITY ENGINEERING
	541370- SURVEYING
	541620- ENVIRONMENTAL ASSESSMENT ENVIRONMENTAL IMPACT STATEMENTS SANITARY ENGINEERING
	541690- TECHNICAL TRAINING

Unified Certification Program - Search

Contractor Details

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

[Print](#)

EFK Moen, LLC

Email: lmoen@efkmoen.com

Linda Moen

Phone: (618) 206-4250

303 Fountains Pkwy., Ste.
240

Fax: (618) 206-4253

Fairview Heights, IL
62208

County:

Out-of-State

Categories: Architecture\Engineering

**Contract No I-17-4296
EFK Moen, LLC**

NAICS

541330-Engineering
Services
541370-Surveying &
Mapping (except
Geophysical) Serv.

Speciality

541330-
RECONSTRUCTION/MAJOR
REHABILITATION
HIGHWAY STRUCTURE:
TYPICAL
HIGHWAY STRUCTURE:
SIMPLE
WATERWAYS: TYPICAL
REHABILITATION
STUDIES: SAFETY
SUBSURFACE UTILITY
ENGINEERING
STUDIES: TRAFFIC
LOCATION DRAINAGE
NEW
CONSTRUCTION/MAJOR
RECONSTRUCTION
ROADS AND STREETS
FREEWAYS
TRAFFIC SIGNALS
SPEC. SERVS.:
CONSTRUCTION
INSPECTION
STUDIES: FEASIBILITY
541370- SURVEYING

Contract No. I-17-4296

Unified Certification Program - Search

Contractor Details

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

[Print](#)

Lakeside Engineers, LLC

Kelly Langer
909 N. Mayfair Rd., Ste.
100
Wauwatosa, WI 53226

County:

Out-of-State

Email: kelly.langer@lakesideengineers.com

Phone: (262) 789-8200

Fax: (262) 789-8700

Categories: Architecture\Engineering, Professional

NAICS

541330-Engineering Services
541715-Research and
Development in the Physical,
Engineering, and Life Sciences
(except Nanotechnology and
Biotechnology)

Speciality

541330- TRAFFIC
SIGNALS
FREEWAYS
ROADS AND
STREETS
STUDIES: TRAFFIC
STUDIES: SAFETY
541715- RESEARCH

Contract No. I-17-4296

Unified Certification Program - Search

Contractor Details

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

[Print](#)

Singh & Associates, Inc. Email: hkaur@singhinc.com
Inc. Phone: (312)-629-0240
 Harvind K. Singh Fax: (312)-629-8449
 230 W. Monroe St., Ste.
 1400
 Chicago, IL 60606-4802

County: Cook

Categories: Architecture\Engineering

NAICS

541330-Engineering
 Services

Speciality

541330- LOCATION
 DRAINAGE
 SPEC. SERVS.:
 CONSTRUCTION
 INSPECTION
 FREEWAYS
 ROADS AND STREETS
 REHABILITATION
 STUDIES: FEASIBILITY
 STUDIES: SAFETY
 STUDIES: TRAFFIC
 WATERWAYS: TYPICAL
 WATERWAYS: COMPLEX
 LIGHTING: TYPICAL
 LIGHTING: COMPLEX
 ELECTRICAL
 ENGINEERING
 MECHANICAL
 ENGINEERING
 TRAFFIC SIGNALS

Business & Contact Information

BUSINESS NAME	Orion Engineers, LLC	
OWNER	MR. CHARLES FRANGOS	
ADDRESS	328 South Jefferson St, Suite 950 Chicago, IL 60661	Map This Address
PHONE	312-544-9108	
FAX	312-544-9108	
EMAIL	cfrangos@orionengineersllc.com	
WEBSITE	http://www.orionengineersllc.com	
ETHNICITY	Caucasian	
GENDER	Male	
COUNTY	Cook (IL)	

Certification Information

CERTIFYING AGENCY	State of Illinois Central Management Services
CERTIFICATION TYPE	VOSB - Veteran Owned Small Business
RENEWAL DATE	7/16/2020
EXPIRATION DATE	7/16/2020
CERTIFIED BUSINESS DESCRIPTION	Civil Engineering, General Construction: Management, Scheduling, Cost Estimation - Engineering, Highways, Streets, Airport Pay-Parking Lots - Engineering, Land Development and Planning/Engineering, Municipal Engineering, Traffic and Transportation Engineering, Erosion Control Services

Commodity Codes

Code	Description
NIGP 92517	Civil Engineering
NIGP 92544	General Construction: Management, Scheduling, Cost Estimation Engineering
NIGP 92549	Highways, Streets, Airport Pay-Parking Lots Engineering
NIGP 92561	Land Development and Planning Engineering
NIGP 92570	Municipal Engineering

NIGP 92593	Traffic and Transportation Engineering
NIGP 98814	Erosion Control Services

Additional Information

REGION	Metro Chicago
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Services Publications/Forms Departments News Contact



Office of the Secretary of State Jesse White

CYBERDRIVEILLINOIS.COM

Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number	53886078
Entity Name	HDR ENGINEERING, INC.
Status	ACTIVE

Entity Information	
Entity Type	CORPORATION
Type of Corp	FOREIGN BCA
Qualification Date (Foreign)	Monday, 24 June 1985
State	NEBRASKA
Duration Date	PERPETUAL

Agent Information	
Name	C T CORPORATION SYSTEM
Address	208 SO LASALLE ST, SUITE 814 CHICAGO , IL 60604

Change Date	Monday, 24 June 1985	Contract No I-17-4296
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Annual Report		
Filing Date	Friday, 31 May 2019	
For Year	2019	

Officers		
President Name & Address	CHARLES L O'REILLY 2121 S 64TH PLZA #401 OMAHA, NE 68106	
Secretary Name & Address	JODY K DEBS 1142 S VINE ST DENVER CO 80210	

Old Corp Name		
11/23/1987	HDR INFRASTRUCTURE, INC.	

[Return to Search](#)

(One Certificate per Transaction)

[File Annual Report](#)

[Adopting Assumed Name](#)

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

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Mon Jan 06 2020

Gomez, Graciela

From: Gomez, Graciela
Sent: Monday, January 06, 2020 11:51 AM
To: Gomez, Graciela
Subject: Contract No I-17-4296 - HDR Engineering, Inc. - FEIN [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 11:48 01/06/20

ACTION: S

VENDOR NUMBER= *** [REDACTED] OFFSET: 00 OF 00
VENDOR NAME: *
CLAIMING AGENCY NUMBER: *
CLAIMING AGENCY NAME: *
CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 01/06/20 AT 11:49 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *** [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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Gomez, Graciela

From: Gomez, Graciela
Sent: Monday, January 06, 2020 11:52 AM
To: Gomez, Graciela
Subject: Contract No I-17-4296 - American Surveying & Engineering, P.C. - FEIN [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 11:50 01/06/20

ACTION: S

VENDOR NUMBER= *** [REDACTED] OFFSET: 00 OF 00
VENDOR NAME: *
CLAIMING AGENCY NUMBER: *
CLAIMING AGENCY NAME: *
CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:
AS OF 01/06/20 AT 11:51 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER **** [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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Gomez, Graciela

From: Gomez, Graciela
Sent: Monday, January 06, 2020 11:53 AM
To: Gomez, Graciela
Subject: Contract No I-17-4296 - EFK Moen, LLC - FEIN [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 11:51 01/06/20

ACTION: S

VENDOR NUMBER= **** [REDACTED] OFFSET: 00 OF 00
VENDOR NAME: *
CLAIMING AGENCY NUMBER: *
CLAIMING AGENCY NAME: *
CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:
AS OF 01/06/20 AT 11:52 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *** [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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Gomez, Graciela

From: Gomez, Graciela
Sent: Monday, January 06, 2020 11:57 AM
To: Gomez, Graciela
Subject: Contract No I-17-4296 - HR Green, Inc. - FEIN [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 11:55 01/06/20

ACTION: S

VENDOR NUMBER= **** [REDACTED] OFFSET: 00 OF 00
VENDOR NAME: *
CLAIMING AGENCY NUMBER: *
CLAIMING AGENCY NAME: *
CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:
AS OF 01/06/20 AT 11:55 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER **** [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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Gomez, Graciela

From: Gomez, Graciela
Sent: Monday, January 06, 2020 11:58 AM
To: Gomez, Graciela
Subject: Contract No I-17-4296 - H.W. Lochner, Inc. FEIN [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 11:56 01/06/20

ACTION: S

VENDOR NUMBER= *** [REDACTED] OFFSET: 00 OF 00
VENDOR NAME: *
CLAIMING AGENCY NUMBER: *
CLAIMING AGENCY NAME: *
CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:
AS OF 01/06/20 AT 11:56 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 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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Gomez, Graciela

From: Gomez, Graciela
Sent: Monday, January 06, 2020 11:54 AM
To: Gomez, Graciela
Subject: Contract No I-17-4296 - Lakeside Engineers, LLC. - FEIN [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 11:53 01/06/20

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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Gomez, Graciela

From: Gomez, Graciela
Sent: Monday, January 06, 2020 11:56 AM
To: Gomez, Graciela
Subject: Contract No I-17-4296 - Singh & Associates, Inc. - FEIN [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 11:54 01/06/20

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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DESIGN SECTION ENGINEER
SECOND SUPPLEMENTAL AGREEMENT

The Board of Directors, on the 16th day of **January, 2020**, authorized this **SECOND 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 **HDR, ENGINEERING, INC.**, 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 1**, and DESIGN SECTION ENGINEER entered into an agreement on **October 26, 2017**, to provide design section engineering services (hereinafter "Services") for Contract No. **I-17-4296** for **Tri-State Tollway, Roadway Reconstruction, 95th Street (Mile Post 17.8) to LaGrange Road (Mile Post 20.7)**; 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 **December 16, 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-17-4296**, shall govern this agreement and be in full force and effect, however, any changes to multipliers, unit costs, prices and/or rates of compensation shall only be applied to Services rendered solely under this Supplement pursuant to changes in the scope of work. The supplemental proposal attached as Exhibit "1" is hereby made a part of this Supplemental Agreement.

ARTICLE II

Time of Performance

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

ARTICLE III

Reaffirmation of Original Agreement

All covenants and agreements contained in the Original Agreement made and entered into by and between the TOLLWAY and DESIGN SECTION ENGINEER and all prior Supplemental Agreements, if any, to provide Services for Contract No. **I-17-4296** for **Tri-State Tollway, Roadway Reconstruction, 95th Street (Mile Post 17.8) to LaGrange Road (Mile Post 20.7)** 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-17-4296 for Tri-State Tollway, Roadway Reconstruction, 95th Street (Mile Post 17.8) to LaGrange Road (Mile Post 20.7)** performed by the DESIGN SECTION ENGINEER under the Original Agreement and including the services set forth herein, is

hereby increased from **\$18,958,163.51** by **\$1,978,212.00** to **\$20,936,375.51**.

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

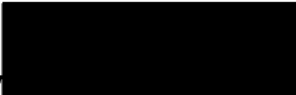
EXPATRIATED ENTITIES


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 **SECOND SUPPLEMENTAL AGREEMENT** for **I-17-4296** the day and year first above written.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY

HDR ENGINEERING, INC.


By  3/12/2020
Chairman/CEO – Signature Date
Willard S. Evans, Jr.

 January 28, 2020
~~XXXXXX~~ President Signature Date
Vice President

Thomas M. Hein
Printed Name as Signed Above

APPROVED:
 3/12/2020
Executive Director Signature Date
Jose Alvarez

APPROVED: /
 3/4/2020
Chief Financial Officer - Signature Date
Michael Cotsch Cathy R. Williams

APPROVED:
 2/26/2020
General Counsel – Signature Date
Kathleen Pasulka-Brown

Approved as to Form and Constitutionality

 2/26/2020
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-17-4296

This proposal, dated December 16, 2019, is submitted by HDR Engineering, Inc. of Rosemont, Illinois for Design Section Engineer's Service.

DESCRIPTION/LOCATION OF DESIGN SECTION

The location of the construction Contract I-17-4296 for which we propose to provide Design Section Engineering Services is Tri-State Tollway, Roadway Reconstruction, 95th St. (MP 17.8) to LaGrange Road (MP 20.7), in Cook County (Counties), Illinois.

REAFFIRMATION OF ORIGINAL AGREEMENT

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

SCOPE OF SUPPLEMENTAL DESIGN SECTION ENGINEERING 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:

ACTUAL PAYROLL COSTS TIMES A MULTIPLIER, PLUS REIMBURSEMENT OF 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 \$ 18,958,163.51 by \$ 1,978,212.00 to \$ 20,936,375.51.

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-17-4296

SUBMITTED BY:

FIRM NAME: HDR Engineering, Inc.

ADDRESS: 9450 W. Bryn Mawr Avenue, Suite 400

CITY, STATE &
ZIP CODE: Rosemont, IL 60018

TELEPHONE: 773-380-7900

FACSIMILE: 773-380-7979

SIGNED BY:

PRINTED NAME: Thomas M. Hein

TITLE: Vice President



CERTIFICATE OF LIABILITY INSURANCE

6/1/2020

DATE (MM/DD/YYYY)

1/22/2020

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED 1016040 HDR ENGINEERING, INC. 1917 SOUTH 67TH STREET OMAHA NE 68106	INSURER A: Lexington Insurance Company NAIC # 19437	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES * **CERTIFICATE NUMBER:** 16054194 **REVISION NUMBER:** XXXXXXXX

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COM/POP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	ARCH & ENG PROFESSIONAL LIABILITY	N	N	061853691	6/1/2019	6/1/2020	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)
 I-17-4296 TRI STATE TOLLWAY ROADWAY CONSTRUCTION 95TH STREET MILE POST 17.8 TO LAGRANGE ROAD MILE POST 20.7

CERTIFICATE HOLDER

16054194
 ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 ATTN: E CURCURO
 2700 OGDEN AVE
 DOWNERS GROVE IL 60515

CANCELLATION

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 /



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/22/2020

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 Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Fire Insurance Company NAIC # 23035 INSURER B: Ohio Casualty Insurance Company 24074 INSURER C: Liberty Insurance Corporation 42404 INSURER D: INSURER E: INSURER F:	
INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106 USA		

COVERAGES **CERTIFICATE NUMBER:** W15272625 **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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability	Y	Y	TB2-641-444950-039	06/01/2019	06/01/2020	EACH OCCURRENCE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	Y	Y	AS2-641-444950-049	06/01/2019	06/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
							BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	Y	Y	EJO(20) 57919363	06/01/2019	06/01/2020	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0						AGGREGATE \$ 2,000,000
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 No	N/A	WA7-64D-444950-019	06/01/2019	06/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella/Excess Liability on a Primary, Non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation where required by written contract and as permitted by law. Umbrella/Excess policy is Follow Form over General Liability, Auto Liability and Employers Liability.

CERTIFICATE HOLDER Illinois State Toll Highway Authority Attn: E Curcuro 2700 Ogden Ave Downers Grove, IL 60515	CANCELLATION 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
--	--

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106 USA	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Re: I-17-4296 Tri State Tollway Roadway Construction 95th street mile post 17.8 to LaGrange Road mile post 20.7.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s):

All locations owned by or rented to the Named Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D. For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

All construction projects not located at premises owned, leased or rented by a Named Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- 1. Your acts or omissions; or
- 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization with whom you have agreed, through written contract, agreement or permit to provide additional insured coverage.	Any location where you have agreed, through written contract, agreement or permit, to provide additional insured coverage
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization to whom or to which you are required to provide additional insured status in a written contract, agreement or permit except where such contract or agreement is prohibited.	Any location where you have agreed, through written, contract, agreement or permit, to provide additional insured coverage for completed operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Policy Number TB2-641-444950-039
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE AMENDMENT – SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

Schedule

Person or Organization: Where required by written contract.

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person or organization shown in the Schedule of this endorsement that qualifies as an additional insured on this policy, this policy will apply solely on the basis required by such written agreement and Paragraph 4. Other Insurance of Section IV - Conditions will not apply. If the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. Other Insurance of Section IV - Conditions will govern. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):

As required by written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

Policy Number: AS2-641-444950-049
Issued by: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):

Any person or organization where the Named Insured has agreed by written contract to include such person or organization

Regarding Designated Contract or Project:

Any

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the Other Insurance Condition:

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

POLICY NUMBER: TB2-641-444950-039

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: As required by written contract or agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization for whom you perform work under a written contract of the contract requires you to obtain this agreement from us but only if the contract is executed prior to the injury or damage occurring.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Where required by contract or written agreement prior to loss.

Issued by:

For attachment to Policy No WA7-64D-444950-019
\$

Effective Date 6/01/2019

Premium

Issued to:

Policy Number TB2-641-444950-039
 Issued by LIBERTY MUTUAL FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE PART
- MOTOR CARRIER COVERAGE PART
- GARAGE COVERAGE PART
- TRUCKERS COVERAGE PART
- EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
- SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or written agreement	As required by written contract or written agreement	30

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Policy Number AS2-641-444950-049
Issued by LIBERTY MUTUAL FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per Schedule on File		30

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF MATERIAL CHANGE

We will not make changes that reduce the insurance afforded by this policy until written notice of such reduction has been delivered to those scheduled below at least 30 days before the effective date of the material change to the insurance afforded by this policy.

Our failure to provide notice under this endorsement will not affect the validity of the changes except as it relates to the person or organization listed below.

 NAME **ADDRESS**

As required by written
contract or written agreement

In no event will the notification be less than the minimum days required for notification by state statute. Notification will be provided to all parties in a manner as required by state statute, if any.

This endorsement is executed by the Liberty Insurance Corporation

Premium:

Effective Date: 6/1/2019 Expiration Date: 6/1/2020

For attachment to Policy No: WA7-64D-444950-019

Countersigned by _____
Authorized Representative

End. Serial No.

WC 99 20 15
Page 1 of 1
Ed. 09/01/2010

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EXHIBIT "1"
Page 28 of 127

NOTICE OF CANCELLATION TO THIRD PARTIES

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below by email as soon as practical after notifying the first Named Insured.
- B. This advance email notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE

Name of Other Person(s) / Organization(s):

As required by written contract 30 Days
or written agreement

All other terms and conditions of this policy remain unchanged.

Issued by

For attachment to Policy No. WA7-64D-444950-019 Effective Date 6/01/2019 Premium \$

Issued to

Contract Information Sheet

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

Consultant Name: HDR Engineering, Inc.

Contract Number: I-17-4296

Proposal Date: 12/16/2019

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 No.: I-17-4296

Consultant: HDR Engineering, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: Thomas Hein

Project Engineer: Benjamin Zeman

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: Daniel Prokop

Project Structural Engineer: Michael Quirin

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Lance Peterman

Classification: Senior Structural Engineer IV

Name: David Wong

Classification: Senior Civil Engineer III

Name: _____

Classification: _____

Name: _____

Classification: _____

EXHIBIT F
Contract No. I-17-4296
HDR Engineering, Inc.
SCOPE OF SERVICES

See attached.



**SUPPLEMENT TO I-17-4296
EXHIBIT F
DECEMBER 2019**

Contract I-17-4296 was negotiated based on the improvements shown and anticipated by Master Plan contract RR-14-4223. As Phase II design has progressed, additional work and design efforts were identified that were not anticipated by either the DSE or the Tollway at the time the DSE's original fee was established or identified in the first supplement. To date these additional design efforts are summarized as follows:

- **Non-Performance Based Noise Abatement Walls** – In the original contract, the DSE was not tasked to design noise abatement walls. These walls were to be performance based. The Tollway has directed that these walls be detailed utilizing the newly developed standards for ground mounted, ground mounted crashworthy, and structure mounted applications. The total lengths of noise abatement walls to be detailed are as follows:

- "Standard" Structure Mounted: 9,030 LF
- "Special Design" Structure Mounted: 1,470 LF
- "Standard" Ground Mounted: 14,900 LF

"Special Design" Acrylic Structure Mounted Noise Abatement Walls are assumed to remain as performance-based due to unique manufacturer-specific designs.

The task includes verification that the Tollway Standard Sheets are applicable to the specific site conditions. This will include reviewing the soil borings to verify that the soil parameters fall within the Tollway Standard design assumptions. This task assumes that all noisewall heights are included in the Tollway standard design. Customized development of structural calculations is not included.

Quantity calculations are included for the following pay items: structure excavation, drilling and setting soldier piles W section, furnishing and erecting structural steel, furnishing and erecting precast concrete panels. Reinforcement bars are assumed to be incidental to the panels. All excavated soil is assumed to conform to CCDD and be reused within the project limits.

The detailing of the panel layout, top of panel elevations, post spacing, NAW length, post stations and offsets, drilled shaft schedules, column schedules, panel schedules, panel details, transition details, bump out details are included. Wall alignments are assumed to have degrees of rotation at the kink points that fall within the standard detailing.

- **Use of Overlaid Moment Slab and Delayed Overlay of Concrete Pavement** – See "Attachment A".
- **Additional Environmental Sampling, Reporting, and Earthwork Calculations** – For environmental sampling and reporting, see "Attachment B". Additional effort is required to calculate and classify earthwork volumes for paid and incidental excavation items, on a staged basis per a new Tollway base sheet. This work will be performed for items impacting items of



work for which the contractor will be directly paid – incidental excavation activities that are not paid for and will not impact quantities of paid items will not be quantified.

- **Construction Sequence Changes** – See "Attachment C".
- **Unbundled Contract Opportunities** – Around the time of the DSE's pre-final submittal, the Tollway directed the DSE to evaluate unbundling the project into smaller construction contracts. The DCM recommended splitting out roadway lighting elements into a separate contract. Right of way fencing and landscaping are also recommended to be unbundled into a separate contract. This will require additional coordination, new special provisions and pay items, additional plan notes and details, and more detailed tracking of design changes moving forward.
- **Third Party Design Integration** – See "Attachment D".
- **Temporary Drainage Staging Plans** – See Lochner Exhibit F.
- **Lighting and ITS Changes** – See Singh Exhibit F.
- **Detention Basin Relocation** – See Lochner Exhibit F.
- **Management and Administration** – The DSE will perform management and administrative tasks associated with the above activities.
- **Quality Control / Quality Assurance** – The DSE will perform quality control and quality assurance reviews associated with the above activities in accordance with the approved Consultant Quality Plan.



9450 W Bryn Mawr Ave, Suite 400
Rosemont, IL 60018

Attachment A

October 16, 2019

Revised November 14, 2019

Ms. Clarita Lao, P.E.
Deputy Chief of Program Implementation
Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, IL 60515

Attention: Ms. Hope Garrett, P.E.
Senior Project Engineer

**Subject: Contract I-17-4296 – Design Engineer Services,
Tri-State Tollway, Roadway Reconstruction, 95th St to LaGrange Rd
Additional Scope of Work – Overlaid Moment Slabs**

As the Design Engineer for the Illinois Tollway, we have been asked to provide some additional services in support of the proposed reconstruction of I-294 between 95th Street and LaGrange Road.

Additional Work Effort for Overlaid Moment Slabs: 1,938 hours; \$297,155

New design direction for the Moment Slab design and detailing was provided in a 10/14/19 email from the DCM. Design and Information Bulletin 19-06 was referenced in the email, and the bulletin indicates that overlaid moment slabs will be incorporated along the CTS corridor. The design, plans, specifications and cost estimates will be revised to reflect this change for the overlaid moment slabs.

The new direction was received as the design team was working towards the 95% milestones for the two mainline contracts. Design contract I-17-4296 contains approximately 9,000 lineal feet of moment slabs to be redesigned. We assume the redesign effort required to implement the overlaid moment slab concept will take 18 hours per sheet for a total of 101 sheets (approx. 1 sheet per 180 LF of moment slab, plus 3 additional detail sheets per moment slab for 17 moment slabs). Additional design coordination with other disciplines is assumed at 30 hours per contract submittal, for two contracts and two submittals per contract.

Redesign of other elements impacted by this new detail will also be required. Such elements include maintenance of traffic, drainage, typical sections, cross sections, and various associated quantity calculations. The additional effort associated with these items is included in a separate letter, titled "Criteria for Overlay".

Based on the analysis of our current budget and remaining scope, we cannot accomplish this effort within our upper limit of compensation.

Attachment A

In summary, we estimate this additional effort to be approximately \$282,155 in Direct Labor and \$15,000 in Direct Costs, which is a 1.57% increase to the original upper limit.

Should you have any questions, please do not hesitate to contact me.

Sincerely,



Thomas Hein, P.E.
DSE Project Manager

Acknowledge <input type="checkbox"/>
Comments:

Jon Crispi, P.E. DCM – Project Liaison
Date: _____
Acknowledge <input type="checkbox"/>
Comments:

Hope Garrett, P.E. Tollway Project Manager
Date: _____

Cc: Paul Kovacs, Lanyea Griffin, Richard Young, Tracy Nelson, Jon Crispi



9450 W Bryn Mawr Ave, Suite 400
Rosemont, IL 60018

Attachment A

October 16, 2019

Revised November 14, 2019

Ms. Clarita Lao, P.E.
Deputy Chief of Program Implementation
Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, IL 60515

Attention: Ms. Hope Garrett, P.E.
Senior Project Engineer

**Subject: Contract I-17-4296 – Design Engineer Services,
Tri-State Tollway, Roadway Reconstruction, 95th St to LaGrange Rd
Additional Scope of Work – Criteria for Overlay**

As the Design Engineer for the Illinois Tollway, we have been asked to provide some additional services in support of the proposed reconstruction of I-294 between 95th Street and LaGrange Road. Below is a description of work that is not in our scope and that we have identified.

Additional Work Effort due to Criteria for Overlay: 570 hours; \$83,800

The Tollway released the recommended pavement design for the Central Tri-State corridor on 12/26/2018, which is a composite pavement consisting of an asphalt surface on top of a concrete pavement. This composite pavement has presented a number of challenges for the design, which were identified by the DCM and a number of DSE's over the subsequent months. In response to these challenges, the Tollway re-considered the proposed construction sequencing of the composite pavement. Rather than construct the final asphalt surface immediately after each stage of concrete pavement is constructed, details are under consideration which would allow for the final asphalt overlay to occur following completion of all concrete pavement. This asphalt overlay will be constructed under a separate construction package, and the design plans for the overlay will be developed by the DCM.

To accommodate the single-stage pavement overlay while maintaining pavement drainage during construction, the proposed median shoulder cross slope may be increased. This will require updates to the typical sections, cross sections, and drainage rim inverts. It will also require a re-evaluation of temporary staging crossover locations, and re-calculation of superelevation transitions.

In addition to the impacts noted above, the proposed maintenance of traffic will need to be re-evaluated to verify that crossovers and other temporary features are compatible with the concrete surface rather than the asphalt surface. The suggested progress schedule will also be updated to eliminate the asphalt overlay operation.

Attachment A

Item	Quantity	Hours Per	Hours Total
Suggested progress schedule	0.25	36	9
Typical sections	2	16	32
MOT Sequencing	1	16	16
MOT Gen Notes	1	16	16
MOT Typical	6	16	96
Pavement Overlay Details	1	24	24
Quantity Calculations	70	0.25	17.5
Cross sections	200	0.25	50
Drainage			100
<i>Subtotal</i>			370
QA/QC			30
Project Management / Admin			30
Coordination with DCM for Overlay Contract			140
Total			570

We estimate this additional effort to be approximately 570 hours, \$79,800 in direct labor and \$4,000 in direct costs.

Based on the analysis of our current budget and remaining scope, we cannot accomplish this effort within our upper limit of compensation.

Attachment A

In summary, we estimate this additional effort to be approximately \$79,800 in Direct Labor and \$4,000 in Direct Costs, which is a 0.44% increase to the current upper limit.

Should you have any questions, please do not hesitate to contact me.

Sincerely,



Thomas Hein, P.E.
DSE Project Manager

Acknowledge <input type="checkbox"/>
Comments:

Jon Crispi, P.E. DCM – Project Liaison
Date: _____
Acknowledge <input type="checkbox"/>
Comments:

Hope Garrett, P.E. Tollway Project Manager
Date: _____

Cc: Paul Kovacs, Lanyea Griffin, Richard Young, Tracy Nelson, Jon Crispi



9450 W Bryn Mawr Ave, Suite 400
Rosemont, IL 60018

Attachment B

September 18, 2019

Revised November 15, 2019

Ms. Clarita Lao, P.E.
Deputy Chief of Program Implementation
Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, IL 60515

Attention: Ms. Hope Garrett, P.E.
Senior Project Engineer

**Subject: Contract I-17-4296 – Design Engineer Services,
Tri-State Tollway, Roadway Reconstruction, 95th St to LaGrange Rd
Additional Scope of Work – ESA Sampling**

As the Design Engineer for the Illinois Tollway, we have been asked to provide some additional services in support of the proposed reconstruction of I-294 between 95th Street and LaGrange Road.

Additional Work Effort for Environmental Soil Sampling Analysis: 300 hours; \$43,500

In a memo provided by the Design Corridor Manager, dated 11/5/2018, we were directed to provide additional environmental soil sampling within the limits of our project due to the Illinois Tollway's recent experience with Clean Construction and Demolition Debris (CCDD) disposal facilities. Based on the draft guidelines from the referenced memo, we submitted a letter to the Tollway on 11/30/2018 requesting additional fee to analyze the results of the additional environmental sampling required, which was assumed to require 33 environmental soil borings to be performed by a separate contract. The requested fee was approved and included as part of a supplement to our contract in April, 2019.

Subsequently, the Illinois Tollway released an update to its policy regarding environmental soil sampling via Design Bulletin 19-01, and requested that we move forward under these guidelines. Upon review of the final guidelines, we have found that the anticipated work effort based on draft guidelines provided in 2018 did not provide sufficient hours to complete the analysis required by the final protocols. Specifically, additional borings would be required and additional sampling would be required at each boring location.

We anticipate the need for a total of 70 environmental soil borings to be taken and tested (37 more than previously estimated), work which we assume will be performed by the Illinois Tollway under a separate contract. HDR will provide a sampling plan including maps, tabulated lists of sample locations and depths, and list of analytes, coordinate during the drilling and lab work, review the soil analysis report, determine which soil can be reused or needs to be shipped offsite, and prepare Form 663 for materials going to a CCDD facility.

We estimate this additional effort to be approximately 300 hours of work, \$42,000 in direct labor and \$1,500 in direct costs.

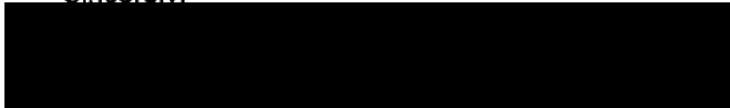
Attachment B

Based on the analysis of our current budget and remaining scope, we cannot accomplish this effort within our upper limit of compensation.

In summary, we estimate this additional effort to be approximately \$42,000 in Direct Labor and \$1,500 in Direct Costs, which is a 0.23% increase to the current upper limit.

Should you have any questions, please do not hesitate to contact me.

Sincerely,



Thomas Hein, P.E.
DSE Project Manager

Acknowledge <input type="checkbox"/>	
Comments:	
_____	Date: _____
Jon Crispi, P.E. DCM – Project Liaison	
Acknowledge <input type="checkbox"/>	
Comments:	
_____	Date: _____
Hope Garrett, P.E. Tollway Project Manager	

Cc: Paul Kovacs, Lanyea Griffin, Richard Young, Tracy Nelson, Jon Crispi



9450 W Bryn Mawr Ave, Suite 400
Rosemont, IL 60018

Attachment C

October 16, 2019

Revised November 14, 2019

Ms. Clarita Lao, P.E.
Deputy Chief of Program Implementation
Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, IL 60515

Attention: Ms. Hope Garrett, P.E.
Senior Project Engineer

**Subject: Contract I-17-4296 – Design Engineer Services,
Tri-State Tollway, Roadway Reconstruction, 95th St to LaGrange Rd
Additional Scope of Work – Revised Construction Sequencing**

As the Design Engineer for the Illinois Tollway, we have been asked to provide some additional services in support of the proposed reconstruction of I-294 between 95th Street and LaGrange Road. Below is a description of work that is not in our scope and that we have identified.

Additional Work Effort due to Revised Construction Sequencing: 940 hours; \$139,100

The initial construction schedule for this project assumed that construction of mainline I-294 would take place starting in 2024. The preliminary plans for both mainline contracts were developed in accordance with this schedule. In recent discussions with the Tollway and DCM, it was noted that the construction schedule could change, with mainline construction beginning as early as 2021. We were directed to move forward with revising our maintenance of traffic and other designs to accommodate a 2021 mainline construction start. Due to a number of other construction contracts taking place in the area, changing the construction schedule impacts the sequence of construction, and therefore has a direct and substantial impact on the plan development. The impacts to our design are described below.

With construction taking place in 2021-2022, the reconstruction of mainline I-294 between Toll Plazas 36&39 and LaGrange Road will take place partially concurrent with the following work: Archer Avenue interchange (2020-2021), Cork Avenue interchange (2022-2023), and Mile Long Bridge Contract 2 (2021-2023). If construction were to take place in 2024-2025, all of this work would have already been completed prior to the mainline construction.

As a result of this change, additional details must be considered and traffic control staging must be coordinated between projects. A re-evaluation of maintenance of traffic to properly tie into these three concurrent projects is required, and subsequent re-design of maintenance of traffic concepts and details is anticipated to be required at the connection with the Mile Long Bridge contract. We estimate this additional effort to be approximately 740 hours, \$103,600 in direct labor and \$6,000 in direct costs.

Furthermore, additional drainage details need to be revised as a result of the schedule / sequencing change. The permanent drainage design and any required interim or temporary is

EXHIBIT "1"

Attachment C

directly impacted by the timing of construction and the MOT required to construct the drainage system. A separate supplemental letter was prepared that describes the out of scope work to prepare temporary and permanent drainage staging plans. These plans will be instrumental in showing how the drainage removals, permanent drainage and temporary drainage will be accomplished in the various stages. As a result of the construction timing changes, the permanent and temporary drainage design will be re-evaluated based on the maintenance of traffic/staging for these three concurrent projects. The drainage design will be coordinated with the maintenance of traffic design so that the drainage system can be constructed in a logical sequence in order to avoid pavement removal in later stages, minimize patching of existing pavement, and minimize excessive excavation to install the drainage system and also that common drainage outfall locations will be constructed in the proper contract. The drainage plans will be updated as necessary to show which drainage items constructed in the other contracts that should display as existing conditions or should be constructed currently with the mainline 4296 construction. We estimate this additional effort to be approximately 200 hours, \$28,000 in direct labor and \$1,500 in direct costs.

Based on the analysis of our current budget and remaining scope, we cannot accomplish this effort within our upper limit of compensation.

In summary, we estimate this additional effort to be approximately \$131,600 in Direct Labor and \$7,500 in Direct Costs, which is a 0.73% increase to the current upper limit.

Should you have any questions, please do not hesitate to contact me.

Sincerely,



Thomas Hein, P.E.
DSE Project Manager

Acknowledge <input type="checkbox"/>	
Comments:	
_____	Date: _____
Jon Crispi, P.E. DCM – Project Liaison	
Acknowledge <input type="checkbox"/>	
Comments:	
_____	Date: _____
Hope Garrett, P.E. Tollway Project Manager	

Cc: Paul Kovacs, Lanyea Griffin, Richard Young, Tracy Nelson, Jon Crispi



9450 W Bryn Mawr Ave, Suite 400
Rosemont, IL 60018

Attachment D

October 16, 2019

Revised November 5, 2019

Ms. Clarita Lao, P.E.
Deputy Chief of Program Implementation
Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, IL 60515

Attention: Ms. Hope Garrett, P.E.
Senior Project Engineer

**Subject: Contract I-17-4296 – Design Engineer Services,
Tri-State Tollway, Roadway Reconstruction, 95th St to LaGrange Rd
Additional Scope of Work – Third-Party Coordination and Design
Integration**

As the Design Engineer for the Illinois Tollway, we have been asked to provide some additional services in support of the proposed reconstruction of I-294 between 95th Street and LaGrange Road. Below is a description of work that is not in our scope and that we have identified.

**Additional Work Effort for Third-Party Coordination and Design Integration: 2,164
hours; \$317,960**

The scope and fee originally developed for this contract was based on the master plan. At that time, it was not known when the improvements to the Cork Ave interchange may take place, and it was assumed that it would happen after the reconstruction of I-294. Furthermore, though it was known that there would be several DUR contracts through the Tollway, the original scope assumed that these DUR contracts would be packaged for construction independent of our construction contracts.

As design has progressed, various coordination activities have been required which were not originally anticipated when the project was scoped. Coordination with other design teams is summarized below:

- The intersection improvements at 87th St and Roberts Rd, which are being designed by a consultant on behalf of the Cook County Department of Transportation and Highways, will be packaged with one of our mainline reconstruction projects. When our contract was scoped, we were not aware of any plans to improve the intersection.
- The interchange improvements at Cork Ave, which are being designed by a consultant on behalf of the Village of Justice, will be partially included with one of our mainline reconstruction projects. Specifically, bridge substructure widening, ramp terminal construction, and mainline I-294 signing will be packaged with one of our mainline reconstruction projects. When our contract was scoped, it was assumed these interchange improvements would be performed following completion of the reconstruction of mainline I-294.
- The sloped wall cutbacks at 88th / Cork Ave, which are being designed by a consultant on behalf of the Illinois Tollway, will be included with one of our mainline reconstruction

Attachment D

projects. When our contract was scoped, it was assumed this work would be packaged with other slopewall cutbacks along the corridor.

- Modifications to the median pier crashwall at 88th / Cork Ave, which is being designed by a consultant on behalf of the Illinois Tollway, will be included with one of our mainline reconstruction projects. When our contract was scoped, it was assumed that this work would be packaged with other crashwall modifications along the corridor.

The resulting efforts are required:

- Coordination meetings with four design teams, assume one meeting every other week, two attendees, 48 weeks, two hours each: **384 hours**
- 87th/Roberts Intersection Improvements: Design coordination for mounting of traffic signals to bridge, maintenance of traffic on 87th St / Roberts Rd, construction schedule, and drainage connections: 600 hours, credit 300 hours for supplement 1 design work not performed (roadway resurfacing and minimal drainage improvements), net **300 hours**
- Cork Ave Interchange Improvements: Design coordination for construction of bridge substructure, update various plans to incorporate ramp terminals, construction schedule, additional signage, drainage and detention, retaining walls, grading, ITS, temporary and permanent lighting: **800 hours**
- Implementation of other designers' work products into contract documents:
 - 87th/Roberts Intersection Improvements: Incorporate plans, specifications, and estimated line-item costs into proposed contract documents for two milestone submittals: **200 hours**
 - Cork Ave Interchange Improvements: Incorporate plans, specifications, and estimated line-item costs into proposed contract documents for two milestone submittals: **160 hours**
 - Crashwall Modifications: Incorporate plans, specifications, and estimated line-item costs into proposed contract documents for two milestone submittals: **40 hours**
- Quality control and constructability review of additional material, for two milestone submittals: **120 hours**
- Additional project management: **160 hours**
- Additional direct costs such as CADD, printing, travel expenditures: **\$15,000**

Based on the analysis of our current budget and remaining scope, we cannot accomplish this effort within our upper limit of compensation.

Attachment D

In summary, we estimate this additional effort to be approximately \$302,960 in Direct Labor and \$15,000 in Direct Costs, which is a 1.68% increase to the current upper limit.

Should you have any questions, please do not hesitate to contact me.

Sincerely,



Thomas Hein, P.E.
DSE Project Manager

Acknowledge <input type="checkbox"/>
Comments:

Jon Crispi, P.E. DCM – Project Liaison
Date: _____
Acknowledge <input type="checkbox"/>
Comments:

Hope Garrett, P.E. Tollway Project Manager
Date: _____

Cc: Paul Kovacs, Lanyea Griffin, Richard Young, Tracy Nelson, Jon Crispi



9450 W Bryn Mawr Ave, Suite 400
Rosemont, IL 60018

Attachment D

October 16, 2019

Revised November 14, 2019

Ms. Clarita Lao, P.E.
Deputy Chief of Program Implementation
Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, IL 60515

Attention: Ms. Hope Garrett, P.E.
Senior Project Engineer

**Subject: Contract I-17-4296 – Design Engineer Services,
Tri-State Tollway, Roadway Reconstruction, 95th St to LaGrange Rd
Additional Scope of Work – Utility Coordination, Survey, Plan Production**

As the Design Engineer for the Illinois Tollway, we have been asked to provide some additional services in support of the proposed reconstruction of I-294 between 95th Street and LaGrange Road.

Additional Work Effort for Utility Survey and Coordination – 1,126 hours - \$123,917

The Illinois Tollway has recently made a commitment to Cook County (CCDOTH) to incorporate intersection improvements at the 87th St & Roberts Rd intersection within the construction contract for mainline I-294 reconstruction from 95th Street to Toll Plaza 36 (4296-3, C01). A conference call was held on October 10, 2019 to determine a coordination approach between the two project teams. Based on that call, which included members of the DCM, it was agreed that HR Green will continue to manage the Tollway utility documentation and coordination process, Orion Engineers, LLC will continue to manage the existing utility CAD files, and American Surveying & Engineering, PC (ASE) will continue to provide Subsurface Utility Engineering (SUE) services for this expanded footprint.

Additional utility survey will be required due to the expanded scope of the Roberts Road intersection improvements. The new Quality Level B (QLB) and Quality Level A (QLA) surveys will provide new utility data and supplement existing utility information provided to the DSE at an accuracy level less than QLB. Additional utility survey will be combined with existing utility models. Following field survey, ASE will coordinate with the design team to determine potential utility conflicts associated with the new data. This supplement request includes fifteen (15) additional SUE Level A exposures (potholes), as estimated by the DSE.

The primary scope of the additional SUE services covered by this supplement request includes:

1. Quality Level C research followed by Quality Level A and B locates for utilities in potential conflict with proposed improvements to the Roberts Road intersection, based on potential conflicts identified by AECOM (87th Street and Roberts Road intersection design engineer) to be provided to the DSE in the future.
2. Post processing of SUE data prior to submittal to the 4296 project team and the CCHD.

Attachment D

3. Coordination of necessary permits from Cook County and FWAR processes for additional SUE locates.
4. Review of SUE data on plan sheets developed by Others.
5. Management of additional SUE survey efforts.

HR Green's scope will include managing the utilities on the DUR, coordinating and confirming the conflicts, initiating the NOI process, coordinating the NWO process if applicable, and managing the relocation effort and documentation. The Work Orders associated with the CCDOTH project will need to be included in the 4296 contract documents.

The utility coordination effort would be conducted for the potential utility conflicts that the CCDOTH design team identifies based on the proposed improvements to the CCDOTH roads. There are approximately eight (8) additional utilities that are within the CCDOTH footprint but not currently involved within the 4296 contract. An additional seven (7) utilities are within both footprints that will require additional coordination due to additional potential for conflicts or need to provide additional coordination effort for relocation designs that have already been initiated.

We estimate this additional effort to be approximately 1,126 hours of work, \$116,917 in direct labor and \$7,000 in direct costs.

Additional Work Effort for Hickory Hills Storm Sewer Force Main: 220 hours; \$32,400

This conflict was not identified in the master plan; therefore, it was not included in the scope of work.

Approximately 470' of existing force main runs beneath proposed northbound pavements from mainline STA 1007+80 RT to STA 1012+50 RT. It is also too close (vertically) to proposed storm sewer, which has a narrow corridor itself. We have already (1) submitted a Notice of Interference (NOI) and (2) included a \$100,000 construction cost estimate placeholder in Contract C01. Additionally, we are awaiting feedback from the October 8, 2019 meeting with Hickory Hills about the existing upstream mainline crossing which was installed inside an old gravity storm sewer (non-standard construction method) instead of inside a casing (standard construction method).

1	2 Plan Sheets (40 hours each)	80
2	Quantities and Schedules	20
3	MWRD Permit	40
4	Coordination with Hickory Hills	20
5	Special Provisions	20
6	Details	20
7	QC and Internal Coordination	20

220

We estimate this additional effort to design a relocation of this storm sewer force main to be approximately 220 hours of work, \$30,800 in direct labor and \$1,600 in direct costs.

Attachment D

Additional Work Effort for Bridgeview Sanitary Sewer and Manhole: 100 hours; \$14,900

This conflict was not identified in the master plan; therefore, it was not included in the scope of work.

There is existing sanitary sewer and a manhole at mainline STA 959+70 LT, along 77th Avenue, and adjacent to a property that may be impacted / acquired. There will be a need to remove the existing manhole and replace it outside of Tollway right of way, which will necessitate pavement removal and restoration. This work will be performed by the Tollway's contractor as part of an agreement / permit with Bridgeview. We have already included a \$15,000 sewer-only construction cost estimate placeholder in Contract C01. We are awaiting feedback from the Tollway on acquisition of this property.

1	1 Plan Sheet (30 hours each)	30
2	Quantities and Schedules	10
3	Field Visit	10
4	Coordination with Bridgeview	10
5	Special Provisions	10
6	Details	10
7	QC and Internal Coordination	20

100

We estimate this additional effort to design a relocation of this sanitary sewer and manhole to be approximately 100 hours of work, \$14,000 in direct labor and \$900 in direct costs.

Additional Work Effort for Hickory Hills Water Main: 150 hours; \$22,000

This conflict was not identified in the master plan; therefore, it was not included in the scope of work.

Approximately 570' of existing water main may be in conflict with proposed noise wall from mainline STA 1019+00 LT to STA 1024+70 LT. The proposed noise wall will replace existing noise wall at the same stations and offsets. We believe that neither noise wall is / will be in conflict with the water main but due to proximity of the work to the existing water main, we are awaiting feedback from Hickory Hills to determine if a conflict will need to be addressed. No construction cost estimate for Contract C01 has been provided to date.

1	1 Plan Sheet (40 hours each)	40
2	Quantities and Schedules	10
3	IEPA Permit	40
4	Coordination with WSWC	10
5	Special Provisions	10
6	Details	10
7	QC and Internal Coordination	30

150

We estimate this additional effort to design a relocation of this water main to be approximately 150 hours of work, \$21,000 in direct labor and \$100 in direct costs.

Attachment D

Based on the analysis of our current budget and remaining scope, we cannot accomplish this effort within our upper limit of compensation.

In summary, we estimate this additional effort to be approximately 1,596 hours for a total of \$182,717 in Direct Labor and \$10,500 in Direct Cost, which is a 1.02% increase to the current upper limit.

Should you have any questions, please do not hesitate to contact me.

Sincerely,



Thomas Hein, P.E.
DSE Project Manager

Acknowledge <input type="checkbox"/>	
Comments:	
_____	Date: _____
Jon Crispi, P.E. DCM – Project Liaison	
Acknowledge <input type="checkbox"/>	
Comments:	
_____	Date: _____
Hope Garrett, P.E. Tollway Project Manager	

Cc: Paul Kovacs, Lanyea Griffin, Richard Young, Tracy Nelson, Jon Crispi

EXHIBIT G

Contract No. I-17-4296

HDR Engineering, 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
Route & Job NO	Work and Description of Project	Fee (including all supplements and Extra Work Orders)	Total Fee Remaining	Estimated Date of Completion
155-016	IDOT - Various Various Item 016	\$ 1,500,000	\$ 33,337	12/31/19
156-07	Pump Station 4	\$ 3,471,074	\$ 350,662	12/31/20
161-003	Central Ave @ BRC RR	\$ 2,241,862	\$ 275,757	7/31/20
167-020	D2 - Various Various, PH I and II	\$ 451,447	\$ 39,769	6/30/20
176-011	IL 2 over rock river	\$ 550,000	\$ 196,172	TBD - on hold
187-01	Salt Creek	\$ 2,281,423	\$ 303,875	12/31/20
192-005	Foster Ave over I-90	\$ 1,325,939	\$ 1,325,939	12/31/21
RR-14/4221	Milelong Bridge	\$ 11,946,391	\$ 2,964,696	7/31/22
I-17-4296	PSB 17-3 I-294 PH II	\$ 18,958,131	\$ 3,249,307	12/31/20
I-15-4660	Land Acquisition - Task order	\$ 3,000,000	\$ 336,414	12/31/21
AS A SUB				
169-016	SUB - LIN	\$ 375,756	\$ 94,157	12/31/20
173-17	SUB - 2IM Construction	\$ 775,000	\$ -	3/31/20
175-015	SUB - TI - IL 53 IL 68	\$ 84,974	\$ 7,716	12/31/19
180-02	SUB _ East Ave - 55th to Joliet Rd (ACCURATE)	\$ 189,163	\$ 62,879	12/31/22
180-05	SUB - 2IM Construction	\$ 475,000	\$ 75,000	12/31/20
182-19	SUB - Comprehensive Rest Area Sty	\$ 235,547	\$ 28,799	in-active
185-16	SUB to lochner	\$ 77,568	\$ 40,000	
190-023	SUB to HBM	PENDING		TDB
193	SUB TO KASKASKIA	Pending		TBD
I-14-4646	Land Acquisition - HLR	\$ 750,000	\$ 387,772	12/31/23
RR-16-4265	Sub = land acquisition as needed			
4391	4291 - sub to Gonzalaz	\$ 60,000	\$ 6,436	12/31/19
4411	Locher DSE Support to Bowman	sub	\$ 27,750	6/30/20
4275	TEG 4275	\$ 359,987	\$ 127,612	6/30/20
9008	On Call Services Sub to Singh	\$ 9,034	\$ -	TBD

Project No. I-17-4298

Consultant: HDR Engineering, Inc.

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>HR Green</u></p> <p>Direct Labor \$ <u>27,759.76</u></p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ <u>27,759.76</u></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 <u>H W Lochner Inc.</u></p> <p>Direct Labor \$ <u>504,279.10</u></p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ <u>504,279.10</u></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 <u>Orion</u></p> <p>Direct Labor \$ <u>52,923.92</u></p> <p>Direct Costs \$ <u>76.08</u></p> <p>Services by Others \$ _____</p> <p>Additional Services ** \$ _____</p> <p>Total this Subconsultant (ULC) \$ <u>53,000.00</u></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 Non-DBE/MBE/WBE Subconsultants: \$ 585,038.86

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

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 585,038.86

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

<p>1 <u>American Surveying & Engineering, PC</u></p> <p>Direct Labor \$ 79,866.86</p> <p>Direct Costs \$ 6,400.00</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ 86,266.86</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>2 <u>EFK Moen</u></p> <p>Direct Labor \$ 375,228.00</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ 375,228.00</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>3 <u>Lakeside Engineers, LLC</u></p> <p>Direct Labor \$ 75,543.10</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 75,543.10</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>4 <u>Singh & Associates, Inc.</u></p> <p>Direct Labor \$ 68,479.99</p> <p>Direct Costs \$ 201.84</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 68,681.83</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>
<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>11 _____</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>12 _____</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: \$ 605,719.79

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 605,719.79

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 30.82%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 30.82%

Contract Information Sheet

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

Consultant Name: American Surveying & Engineering, P.C.

Contract Number: I-17-4296

Proposal Date: 12/16/2019

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: I-17-4296 Consultant: American Surveying & Engineering, P.C.

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		
1.0 Existing Utility Information	14	14	14	14	14	14	14							98
2.0 Supplemental SUE B	25	25	25	25	25	25	25							175
3.0 SUE Level A	50	50	50	50	50	50	50							350
4.0 QA/QC	5	5	5	5	5	5	5							35
5.0 Administration	4	4	4	4	4	4	4							28
6.0 Meetings	10	10	10	10	10	10	10							70
TOTALS	108	108	108	108	108	108	108							756

Rev. 12/2019

ALLOWABLE DIRECT COSTS

09.12.2018

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

Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (up to State rate maximum)
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost
Air Fare	Coach Rate with 2 weeks advance purchase with ISTHA approval
Vehicles	
Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Vehicle Rental (including tolls)	Actual cost up to \$55/day
Vehicle Owned or Leased (does not include personal vehicles, not owned by the company) (includes tolls)	\$65/full day, \$32.50/half day (4 hours or less)
Parking	Actual Cost
Tolls (Personal Vehicles only)	Actual Cost
Overtime	Premium portion
Shift Differential	Actual cost (based on firm's policy)
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$450.00/Mo)
Monuments – Permanent	Actual Cost
Advertisements	Actual Cost
2-way Radio	Actual cost (Survey or Phase III only)
Telephone Usage	Actual Cost (Traffic System Monitoring Only)
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography, mapping and drone usage	Actual Cost
Utility exploratory trenching	Actual Cost

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

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

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

NOTES:

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

Contract No.: I-17-4296

Consultant: American Surveying & Engineering, 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-17-4296

American Surveying & Engineering, P.C.

SCOPE OF SERVICES

Additional Work Effort for 87th Street and Roberts Road:

Additional SUE Level B Investigations will be required. The new information will be tied to surrounding utility information that currently exists of varying confidence levels. Upon acquiring the utility information and receiving a revised utility model, ASE will coordinate with the design team to determine potential utility conflicts. It is estimated that fifteen (15) additional SUE Level A exposures will be need to be performed by ASE.

An Itemized scope of the additional work estimated is as follows:

- Provide Level A, B, and C locates for utilities in potential conflict for CCHD improvement based on potential conflicts identified by AECOM (87th Street and Roberts Road intersection design engineer).
- Provide SUE data to CCHD project team and 4296 project team.
- Coordinate any Cook County Permit and FWAR processes for additional SUE locates.
- Verify SUE data on the plan sheets to be prepared by others.
- Provide SUE data coordination, development ,and field investigation.

EXHIBIT G

Contract No. I-17-4296

American Surveying & Engineering, 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-18-4435	JANE ADDAMS MEMORIAL ASE #219158	TBD	TBD	TBD
I-18-4420	I-294 /I-57 INTERCHANGE	TBD	TBD	TBD
I-18-4700	ELGIN O'HARE WEST BYPASS ASE #219020	\$2,950,000.00	\$2,445,154.12	TBD
I-18-4419	I-294/I57 INTERCHANGE ASE #218155	\$21,805.84	\$21,805.84	TBD
I-18-4415	SUE - SYSTEMWIDE #218143	\$3,000,000.00	\$2,527,938.99	TBD
RR-16-4270	ROUTINE MAINTENACE ASE #218061	TBD	TBD	TBD
RR-16-4270	TASK ORDER 4 ASE #218061.1	\$1,350,000.00	\$1,296,277.10	TBD
P-98-080-17	Various Locations ASE #117105	\$300,000.00	\$208,947.55	TBD
RR-16-9396	Aerial Mapping Upon Request ASE #217100	\$105,000.00	\$84,091.95	TBD
I-17-4681	Elgin O'Hare ASE #217099	TBD	TBD	TBD
I-17-4295	I-55 Ramps to Ogden Ave. ASE #217097	\$750,000.00	\$56,288.00	TBD
I-17-4297	75th St. to I-55 Ramps ASE #217096	\$485,825.79	\$20,564.40	10/31/2026
I-17-4296	95th St. to LaGrange Rd. ASE #217095	\$324,686.70	\$41,223.75	TBD
RR-15-99-75RR	Tollway Systemwide GEC ASE #217066	\$739,425.39	\$255,055.86	12/31/2019
RR-16-4265	Central Tri-State Design ASE #217038	\$989,805.00	\$22,968.20	4/14/2027
I-16-4266	IL-53 EIS ASE #216065	\$750,000.00	\$548,586.30	6/30/2019
I-15-4659	Wight - Phase II and Phase III ASE #215192	\$65,000.00	\$25,577.93	3/31/2019
I-15-4657	AMEC TY LIN EOWA I-294 ASE #515188	\$849,154.00	\$802,869.07	12/31/2021
P-91-001-16	IDOT Survey Various/Various ASE #215163	\$499,987.74	\$99,971.96	12/7/2025
P-94-008-14	IDOT Survey Various/Various ASE #114053	\$300,000.00	\$160,929.08	10/31/2024
I-13-4623	Elgin O'Hare Western Access, I-290 to IL 83 Advance Work Contracts ASE #214003	\$144,876.45	\$54,082.98	3/27/2022
D-91-317-13	Various Locations ASE #213070	\$300,000.00	\$85,885.91	9/30/2023
I-11-4026	I-294/I57 Tri-State ASE #212022	\$269,155.33	\$58,660.73	TBD
P-92-099-11	Various Survey Projects, Various Routes, Various Counties, Region Two/District Two ASE #111077	\$500,000.00	\$94,592.55	10/31/2021
P-93-011-10	Various Locations ASE #210007	\$300,000.00	\$33,927.89	5/1/2019

Contract No.: I-17-4296

Consultant: American Surveying & Engineering, P.C.

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): _____

Project No. I-17-4298

Consultant: American Surveying & Engineering, P.C.

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)

1	<table border="0"><tr><td>Direct Labor</td><td>_____</td><td></td></tr><tr><td>Direct Costs</td><td>_____</td><td></td></tr><tr><td>Services by Others</td><td>_____</td><td></td></tr><tr><td>Additional Services **</td><td>_____</td><td></td></tr><tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td style="text-align: right;">-</td></tr></table>	Direct Labor	_____		Direct Costs	_____		Services by Others	_____		Additional Services **	_____		Total this Subconsultant (ULC)	\$ _____	-	6	<table border="0"><tr><td>Direct Labor</td><td>_____</td><td></td></tr><tr><td>Direct Costs</td><td>\$ _____</td><td style="text-align: right;">-</td></tr><tr><td>Services by Others</td><td>\$ _____</td><td style="text-align: right;">-</td></tr><tr><td>Additional Services **</td><td>\$ _____</td><td style="text-align: right;">-</td></tr><tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</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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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: EFK Moen

Contract Number: I-17-4296

Proposal Date: 12/16/2019

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 No.: I-17-4296

Consultant: EFK Moen

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-17-4296

EFK Moen

SCOPE OF SERVICES

Structural Design Assistance for-

Noise Wall Design - These walls will be performance based. The Tollway has directed that these walls be detailed utilizing the newly developed standards for ground mounted, ground mounted crashworthy, and structure mounted applications.

Overlaid Moment Slab and Delayed Overlay of Concrete Pavement – Use DCM provided moment slab overlay detail to re-design of moment slabs. The overlay will be constructed a year or more after mainline reconstruction completion. The overlay contract will be designed by the DCM.

EXHIBIT G

Contract No. I-17-4296

EFK Moen

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
17053.00	I-294 - 75th to I-55 (Strand)	\$ 922,185.00	\$ 47,082.00	12/30/2022
17052.00	I-294 - 95th to LaGrange (HDR)	\$ 1,454,070.00	\$ 569,502.00	12/30/2022
18039.00	PTB 187-006 Various/Various Work Orders	\$ 2,000,000.00	\$ 799,587.00	6/28/2021
19038.00	PTB 192-007 Various/Various Work Orders	\$ 1,500,000.00	\$ 1,359,000.00	11/20/2022
09017.10	US 67 North of Monmouth Survey	\$ 278,757.00	\$ 278,757.00	3/31/2011
18050.00	MoDOT Bus Rte 60 over Black River	\$ 321,783.18	\$ 218,358.17	3/1/2021
19005.00	Heritage Crossing at MO 364	\$ 275,858.60	\$ 193,392.00	12/21/2019
17049.00	IDOT CMT I-270 Phase I Report	\$ 311,614.00	\$ 190,730.52	5/31/2020
14043.10	CH2M Hill IL 3 Connector PTB 180-23	\$ 230,372.00	\$ 184,072.99	3/1/2020
19011.00	Volkert-Albion-Gibson City	\$ 160,000.00	\$ 160,000.00	3/1/2021
18055.00	CH2M MoDOT Route 63 J5P3195	\$ 142,579.93	\$ 142,579.93	12/2/2019
18029.00	St. Louis County Big Bend	\$ 395,691.08	\$ 137,897.29	9/28/2019
18041.00	I-55 OR/Metropolitan Resurfacing	\$ 189,858.16	\$ 128,940.98	11/1/2019
15009.10	PTB 169-028 Phase II McClugage Bridg	\$ 629,701.00	\$ 125,870.10	12/15/2019
18054.00	PTB 184/026 I-64 under IL 111	\$ 179,454.00	\$ 120,442.84	1/31/2020
18062.00	MoDOT Route 340 ROW Survey	\$ 216,228.80	\$ 118,302.40	12/31/2022
17041.05	PTB 184/028 WO5 - IL 159 ADA	\$ 161,003.00	\$ 104,416.45	12/10/2020
12045.35	AMEC-MSD-SubTrunk No 3 (Muriel) (11669)	\$ 91,041.00	\$ 91,041.00	8/5/2019
18067.00	MoDOT Rte K Bridge Lewis County	\$ 103,784.00	\$ 87,113.09	10/25/2019

Contract No.: 1-17-4285

Consultant: EFK Moen

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	<u>NONE</u>		
	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): _____

Project No. I-17-4296

Consultant: EFK Moen

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)

1	<u>NONE</u>		
	Direct Labor	<u> </u>	
	Direct Costs	<u> </u>	
	Services by Others	<u> </u>	
	Additional Services **	<u> </u>	
	Total this Subconsultant (ULC)	<u>\$ -</u>	

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: HR Green, Inc.

Contract Number: I-17-4296

Proposal Date: 12/16/2019

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 No.: I-17-4296

Consultant: HR Green, 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-17-4296

HR Green, Inc.

SCOPE OF SERVICES

Additional Work Effort for CCHD (87th and Roberts Road) Utility Coordination

The Illinois Tollway has directed the 4296 DSE team to include the CCHD design plans for the 87th and Roberts Road improvement into the contract documents for 4296-C01. A conference call was held on October 10, 2019 to determine a coordination approach between the two project teams. Based on that call, which included members of the DCM, it has been agreed that HR Green will manage the Tollway utility documentation and coordination process. This will include managing the utilities on the DUR, coordinating and confirming the conflicts, initiating the NOI process, coordinating the NWO process if applicable, and managing the relocation effort and documentation. The Work Orders for the CCHD process will need to be included in the 4296 contract documents.

This would be conducted for the utilities that the CCHD design team identifies based on the CCHD proposed improvements. There are approximately eight (8) additional utilities that are within the CCHD footprint but not currently involved within the 4296 contract. An additional seven (7) utilities are within both footprints that will require additional coordination due to additional potential for conflicts or need to provide additional coordination effort for relocation designs that have already been initiated.

Additional Work Effort for Changing from Performance Based Noise Walls to DSE Designed Noise Walls

There are approximately ten (10) utility lines that the DSE utility teams have coordinated with the owners for either a no conflict determination or a relocation based on the noise wall being performance-based. The utility companies had requested design information for these noise walls during our coordination effort, but accepted the approach that a performance-based noise wall is designed by the contractor. Now that this has been revised to a DSE designed noise wall, it has been determined that the coordination effort with these ten utilities will need to be reopened to address the noise wall design potential conflicts with the utilities and obtain the utility owner approval.

EXHIBIT G

Contract No. I-17-4296

HR Green, 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
P-91-201-13 & D-91-201-13	PTB 167-18 - US 30 from West of Dugan Road to East of IL 47, Phase I/II Project in Kane County	\$2,057,800.00	\$1,268,100.00	6/30/2020
D-91-101-15	PTB 174-07 - Various Phase II Projects for Plan Preparation, Plan Review, and Surveying, Various Routes, Various Counties	\$1,500,000.00	\$90,000.00	3/31/2020
C-91-003-15	PTB 173-17 - Sub to 2im. Various Construction Inspection Projects for Various Expressways & Arterial Roadside Maintenance and Repair Projects	\$200,000.00	\$150,000.00	12/31/2020
C-93-006-18	PTB 181-11 - US 34 from Eldamain Road to Center Parkway, Phase III Project, Kendall County	\$1,500,000.00	\$245,000.00	7/31/2020
	PTB 154-30 - IL 47 Phase II, IL 71 to Caton Farm Rd	\$900,000.00	\$900,000.00	7/31/2021
	PTB 188-01 - IL 47 Phase II, Cross St. to Galena Rd.	\$4,000,000.00	\$4,000,000.00	7/31/2021
	PTB 188-004 - Various Phase II Traffic Signal Design Projects, Various Routes, Various Counties, Region One, District One			
D-91-230-18	(Subconsultant) 18-3/10 - I-294 /I-57 Interchange	\$7,500.00 \$150,000.00	\$20,000.00 \$100,000.00	7/1/2022 12/31/2020

Contract No.: I-17-4296

Consultant: HR Green, Inc.

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 (NOI DBE/MBE/WBE)

1	<table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td style="border-bottom: 1px solid black;"></td></tr> <tr><td>Direct Costs</td><td style="border-bottom: 1px solid black;"></td></tr> <tr><td>Services by Others</td><td style="border-bottom: 1px solid black;"></td></tr> <tr><td>Additional Services **</td><td style="border-bottom: 1px solid black;"></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)	\$ -		<table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td style="border-bottom: 1px solid black;"></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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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: H.W. Lochner, Inc.

Contract Number: I-17-4296

Proposal Date: 12/16/2019

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 No.: I-17-4296

Consultant: H.W. Lochner, Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

3,728.00
(Total Work Hours
from Exhibit A)

\$ 48.31
(Average Hourly
Rate)

TOTAL DIRECT SALARY \$ 180,099.68

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 \$ 504,279.10

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ _____

C. SERVICES BY OTHERS

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

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)

\$ 504,279.10

Contract No.: I-17-4296

Consultant: H.W. Lochner, 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

Scope of Services

Tollway Contract I-17-4296

**I-294, ROADWAY RECONSTRUCTION, 95TH STREET
(M.P.17.8) TO LAGRANGE ROAD (M.P. 20.7)**

H.W. Lochner, Inc.

December 2019

**I-294, ROADWAY RECONSTRUCTION, 95TH STREET (M.P.17.8) TO
LAGRANGE ROAD (M.P. 20.7)
I-17-4296
EXHIBIT F - SUPPLEMENT
H.W. LOCHNER. INC.
DECEMBER 16, 2019**

INTRODUCTION

This document is for professional services that are in addition to Lochner's September 2017 Exhibit F Refinement to the Scope of Work and to Lochner's June 2018 Exhibit F Supplement for Phase II Structural Engineering for the proposed retaining wall (TS20.60R,NB) adjacent to Sterling Estates.

LOCHNER SCOPE OF SERVICES

Non-Performance Based Noise Abatement Walls

Lochner was not tasked to design noise abatement walls. These walls were to be performance based. The Tollway has directed that these walls be detailed utilizing the newly developed standards for ground mounted, ground mounted crashworthy, and structure mounted applications. Lochner will prepare PS&E's for structure mounted noisewall along Retaining Wall TS20.40N, NB and a short section of ground mounted noisewall at the end of the structure mounted wall.

Use of Overlaid Moment Slab and Delayed Overlay of Concrete Pavement

During the course of design, the Tollway directed HDR to overlay the moment slabs. This direction occurred after the preliminary plans (60%) were submitted to the Tollway. This change will provide schedule flexibility in delivering the mainline contracts earlier, potentially mitigating schedule risk. The overlay will be constructed a year or more after mainline reconstruction completion. The overlay contract will be designed by the DCM. To accommodate the new overlay contract, Lochner will update their design by revising the moment slab plans to meet the requirements of CTS Design and Information Bulletin 19-06. Lochner will revise the following moment slab locations:

1. TS20.30R, NB
2. TS20.40N, NB
3. NB I-294 at Archer EB Bridge
4. NB I-294 at Archer WB Bridge
5. SB I-294 at Archer EB Bridge
6. SB I-294 at Archer WB Bridge

Additional Environmental Sampling, Reporting, and Earthwork Calculations:

Changes to the CCDD regulations and the Tollway Environmental Documentation requirements require more extensive boring plan development and result reporting. Additional effort is required to calculate and classify earthwork volumes for paid and incidental excavation items, on a staged basis per a new Tollway base sheet. Lochner will calculate and classify material in storm sewer trenches and along retaining walls that are designed by Lochner.

Construction Sequence Changes

The construction sequence has been revised from originally planned. Changes to the construction sequence require a redesign of several critical elements, including drainage and pavement marking and signing. As a result of the construction timing changes, the permanent and temporary drainage design will be re-evaluated based on the maintenance of traffic/staging for the three concurrent projects (4296, Cork Ave. Interchange, and 4431 Mile Long Bridge). The drainage design will be coordinated with the maintenance of traffic design so that the drainage system can be constructed in a logical sequence in order to avoid pavement removal in later stages, minimize patching of existing pavement, and minimize excessive excavation to install the drainage system and also that common drainage outfall locations will be constructed in the proper contract. The drainage plans will be updated as necessary to show which drainage items constructed in the other contracts that should display as existing conditions or should be constructed currently with the mainline 4296 construction. The pavement marking and signing plans will be adjusted as needed to address changes to construction sequencing.

Third-Party Design Integration

Through the course of design, it was determined that it would be a benefit if elements from other design contracts were incorporated into the 4296 contracts. This requires additional effort to coordinate design details and include other designers' work in to the 4296 construction packages. The resulting efforts for drainage include:

- Drainage Coordination meetings and miscellaneous drainage coordination with the Cork Avenue and the 87th/Roberts Road drainage teams.
- 87th/Roberts Intersection Improvements: Design coordination for drainage improvements, storm sewer connections, bridge deck drainage and other drainage connections. This also includes incorporation of 87th/Roberts intersection drainage improvements into the 4296 plans specs and estimates.
- Cork Ave Interchange Improvements: Design coordination for construction of drainage and detention, retaining walls, grading pavement marking and signage for the interchange and bridge improvements. This includes incorporation of signing and marking and some drainage elements from the Cork Ave Interchange Improvements into the 4296 plans, specs and estimates.
- Slopewall Cutbacks: Incorporate plans, specifications, and estimates for drainage related items into the 4296 plans.

Temporary Drainage Staging Plans

Lochner was directed to provide standalone temporary drainage plan sheets, which are to reduce construction cost and schedule by clarifying the designer's intent regarding temporary drainage flows and connections. These are unique plan sheets, prepared in coordination with the Maintenance of Traffic plans, that show the sequencing of the permanent drainage infrastructure, removals of existing drainage items, installation of temporary drainage items, removal of temporary drainage items, traffic patterns and construction work zones (including expanded work zones for drainage items) for each major MOT stage throughout the improvement limits.

Detention Basin Relocation

Through coordination with Bridgeview, a proposed detention pond will be reconfigured from its originally identified location and a new basin will also be constructed in Hickory Hills. The reconfiguration will consider Bridgeview's plans for future development of the property. Alternatives were developed to reduce the size of the pond and provide required detention in the reconfigured location and to provide a new basin in Hickory Hills. This additional scope for the design of the additional detention basin will include plan production, drainage modeling for two interconnected detention basins, revised storm sewer design and calculations (SUDA modeling), 3D terrain modeling, quantity take-offs, construction cost estimates, constructability review, and addressing review comments and providing dispositions at the milestone submittals.

EXHIBIT G

Contract No. I-17-4296

H.W. Lochner, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job Number	Work Scope & Description of Project	Fee (Including all Supplements and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
I-17-4296	PH II Engineering Tri-State Tollway, Roadway Reconstruction, 95th Street (M.P. 17.8) to LaGrange Road (M.P. 20.7). Phase II Engineering	\$2,238,412	\$937,131	11/27/2022
I-18-4356	PH III Engineering Tri-State Tollway (I-294), Roadway and Bridge Rehabilitation and Widening, Wolf Road (M.P. 36.2) and the Balmoral Avenue (M.P. 40.0).	\$12,000,000	\$2,300,000	6/1/2021
RR-16-4250	PH III I Systemwide Construction Management Services Upon Request	\$3,000,000	\$0	12/31/2019
RR-14-4221	PH I and PH II Engineering-I-294 Mile Long Bridge	\$13,847,296	\$3,200,000	12/31/2022
I-18-4411	Mile Long Bridge - Construction Management Design Support	\$254,087	\$48,552	10/31/2022

EXHIBIT G

Contract No. I-17-4296

H.W. Lochner, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job Number	Work Scope & Description of Project	Fee (Including all Supplements and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
I-17-4296	PH II Engineering Tri-State Tollway, Roadway Reconstruction, 95th Street (M.P. 17.8) to LaGrange Road (M.P. 20.7). Phase II Engineering	\$2,238,412	\$937,131	11/27/2022
I-18-4356	PH III Engineering Tri-State Tollway (I-294), Roadway and Bridge Rehabilitation and Widening, Wolf Road (M.P. 36.2) and the Balmoral Avenue (M.P. 40.0).	\$12,000,000	\$2,300,000	6/1/2021
RR-16-4250	PH III I Systemwide Construction Management Services Upon Request	\$3,000,000	\$0	12/31/2019
RR-14-4221	PH I and PH II Engineering-I-294 Mile Long Bridge	\$13,847,296	\$3,200,000	12/31/2022
I-18-4411	Mile Long Bridge - Construction Management Design Support	\$254,087	\$48,552	10/31/2022

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

<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) <u>\$ -</u></p>	<p>7 _____</p> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></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) <u>\$ -</u></p>	<p>8 _____</p> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
<p>3 _____</p> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>	<p>9 _____</p> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
<p>4 _____</p> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>	<p>10 _____</p> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
<p>5 _____</p> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>	<p>11 _____</p> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
<p>6 _____</p> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>	<p>12 _____</p> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></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-17-4296

Consultant: H.W. Lochner, Inc.

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)

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: Lakeside Engineers, LLC.

Contract Number: I-17-4296

Proposal Date: 12/16/2019

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 No.: I-17-4296

Consultant: Lakeside Engineers, LLC.

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-17-4296

Lakeside Engineers, LLC.

SCOPE OF SERVICES

Additional coordination and MOT plan revision for Use of Overlaid Moment Slab and Delayed Overlay of Concrete Pavement, Construction Sequence Changes, Coordination with Other Designers – 87th and Roberts, Cork.

EXHIBIT G

Contract No. I-17-4296

Lakeside Engineers, 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
2270-04-00	WisDOT WIS 57, Teutonia Avenue to	\$804,086.00	\$361,750.00	2021
1000-15-19	IHSDM - Traffic Safety	\$385,621.00	\$246,250.00	2021
2150-00-02	WisDOT WIS 100, Ozaukee County	\$24,600.00	\$19,500.00	2021
2565-07-00	WisDOT, Green Bay Rd	\$214,900.00	\$106,250.00	2021
1100-46-00	WisDOT, I894/60th	\$51,250.00	\$39,500.00	2020
1090-31-00	WisDOT, Airport Freeway	\$133,714.00	\$92,500.00	2020

Contract No.: I-17-4286

Consultant: LakeSide Engineers, LLC.

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1 N/A

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): _____

Contract Information Sheet

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

Consultant Name: Orion Engineers, LLC

Contract Number: I-17-4296

Proposal Date: 12/16/2019

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 No.: I-17-4296

Consultant: Orlon Engineers, LLC

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-17-4296

Orion Engineers, LLC

SCOPE OF SERVICES

PSB 17-3, Item 1. I-17-4296, Tri-State Tollway, Roadway Reconstruction, 95th Street (M.P. 17.8) to LaGrange Road (M.P. 20.7)

Supplement No. 2

Orion Engineers, LLC (Subconsultant) will assist HDR (DSE) in the preparation of contract plans and specifications for the reconstruction and rehabilitation of the Central Tri-State Tollway (I-294) between 95th Street (M.P. 17.8) and LaGrange Road (M.P. 20.7).

The supplemental scope of work for Orion Engineers, LLC (Subconsultant) is as follows:

Admin/PM/QAQC

Administrative, Project Management, and Quality Assurance/Quality Control related items.

Utility Coordination

Additional existing utility mapping associated with expanded limits of improvement at 87th/Roberts due to Cook County intersection improvements being incorporated into I-17-4296 (Contract C01).

EXHIBIT G

Contract No. I-17-4296

Orlon Engineers, 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
RR-15-9976R	Traffic Engineer	\$136,000.00	\$34,197.00	12/31/2019
RR-15-9975R	Consulting Engineer	\$953,245.60	\$530,719.00	12/31/2021
I-17-4676	EOWA North System Interchange Design	\$401,940.00	\$138.00	2/28/2020
RR-16-4276	Systemwide DUR	\$100,000.00	\$8,820.00	12/31/2019
RR-16-4280	Systemwide CUR	\$60,000.00	\$1,905.00	12/31/2019
RR-16-4278	Systemwide CUR	\$75,000.00	\$38,791.00	12/31/2020
I-17-4296	Tri-State Reconstruction, Design	\$384,462.05	\$116,568.00	12/31/2020
I-17-4298	Tri-State Reconstruction, Design	\$225,000.00	\$54,619.00	12/31/2020
I-17-4304	Tri-State Tollway, DUR	\$150,213.20	\$25,600.00	3/31/2020
I-17-4311	Tri-State Geotechnical Upon Request	\$500,000.00	\$332,184.00	12/31/2021
RR-18-4383	Tri-State Tollway, Phase I Upon Request	\$250,000.00	\$229,199.00	12/31/2020
RR-18-9016	Systemwide CUR, Non-Roadway	\$125,000.00	\$125,000.00	12/31/2020
I-18-4411	Mile Long Bridge CM	\$602,963.22	\$602,963.00	5/1/2023
I-18-4415	Utility Location Upon Request	\$30,000.00	\$30,000.00	2/1/2022
I-18-4420	I-294 and I-57 CM	\$550,617.00	\$550,617.00	8/1/2023
RR-18-4382	Stearns School Rd Bridge CM	\$98,022.00	\$98,022.00	11/30/2021
I-18-4700	EOWA Design Corridor Manager (DCM)	\$590,000.00	\$562,105.00	12/31/2022
I-17-4681R	EOWA I-490 at IL 19 Interchange CM	\$910,000.00	\$910,000.00	6/30/2022
I-19-4463	Tri-State Tollway, CUR	\$375,000.00	\$375,000.00	12/31/2022

Contract No.: 1-17-4298

Consultant: Orion Engineers, LLC

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): _____

Project No. I-17-4296

Consultant: Orion Engineers, LLC

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)

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

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

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

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

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

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

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

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

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

<u>10</u>	
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: Singh & Associates, Inc.

Contract Number: I-17-4296

Proposal Date: 12/16/2019

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 No.: I-17-4296

Consultant: Singh & Associates, 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-17-4296

Singh & Associates, Inc.

SCOPE OF SERVICES

Singh & Associates, Inc. (SINGH), as a sub-consultant to HDR will perform lighting, electrical and ITS design services for Tri-State Tollway, Roadway Reconstruction and Bridge Rehabilitation, I-294 between 95TH Street (M.P.17.8) and Lagrange Road (M.P. 20.7) for Design Contract I-17-4296. The services will be performed in accordance to ISTHA standards.

Scope of Work:

The Additional scope of work includes following items:

- *Design of DMS sign not shown to be impacted in the master plan (STA. 1004+00)*
- *Lighting controller / ComEd coordination, at Plaza 39*
- *Work effort to combine IPDC and plaza building at Archer Ave*
- *ITS revisions due to change in ITS requirements: third-party HH locations requirements changes, ATM gantry and ATM light work was shifted from contract 4308, extra coordination required due to duct package location in the shoulder, and power JB mounting requirements changed which also affect the overall design*
- *Per latest DCM direction on ITS plans, there will be extensive coordination between us, DCM and 4308 DSE and plan changes needed for ITS design. There will be plans for intermediate fiber run and maintaining or redesigning the temporary ITS devices' communication and power feed*
- *providing earthwork quantities for excavation of environmentally classified materials in trenches*

EXHIBIT G

Contract No. I-17-4296

Singh & Associates, 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
	Marseilles Armory	\$ 87,700	\$ 6,000	Jan-20
D-92-026-11; PTB 158/016	Various Phase I/II Projects (Sub)	\$ 220,000	\$ 12,000	Dec-20
D-91-311-13; PTB 168/011	District 1 Various Signals (Prime)	\$ 600,000	\$ 121,000	Apr-20
P-91-376-13; PTB 168/006	Smart Highway Design Along I-94/US 41 from Kennedy/Edens Junction to WI State Line - Lighting (Sub)	\$ 369,000	\$ 248,500	12/31/2017
P-91-195-14; PTB 171-006	Phase I Various ADA Projects (Sub)	\$ 102,000	\$ 34,000	8/7/2019
D-91-354-14; PTB 172-008	Various ITS and Electrical Projects, DUR (Prime)	\$ 500,000	\$ 274,000	1/23/2020
P-91-442-14; PTB 173-006	Phase I Studies for Various Projects (Sub)	\$ 186,000	\$ 61,000	per work order
D-30-003-15; PTB 174-017	Various Pump Station Project (Sub)	\$ 71,000	\$ 27,000	10/15/2025
P-91-1251-15; PTB 174-001	Phase I Studies for Various Projects (Sub)	\$ -	\$ -	per work order
D-91-130-15; PTB 174-003	IL 53, W. Arsenal Rd to US 52	\$ 42,000	\$ 30,500	8/18/2017
P-91-224-15; PTB 175-011	Various Phase I Projects (Sub)	\$ 163,000	\$ 24,000	12/15/2023
D-91-113-15; PTB 175-015	IL 53, IL 68 from US 12 to Kennedy Drive/Frontage Road, Phase II Project (Sub)	\$ 100,250	\$ 3,950	10/31/2019
PTB 162-006	REVLAC (Sub)	\$ 65,000	\$ 39,600	7/1/2018
P-91-475-16 PTB 181-003	IL 43, 46th Street to Archer Avenue (Sub)	\$ 153,500	\$ 53,250	10/10/2020
D-91-115-17; PTB 182-004	Various Phase II Projects (Sub)	\$ 84,000	\$ 17,000	3/2/2020
22040124 17- 103616	Strategic & Financial Planning Assistance for Alternative Contracting Methods (Sub)	\$ 194,250	\$ 113,450	10/24/2019
D-91-215-17; PTB 185-014	East Avenue at 47th Street Intersection (Prime)	\$ 654,500	\$ 373,800	8/9/2028
P-91-002-18 ; PTB 185-001	Various Phase I Project	\$ 90,000	\$ 40,900	1/31/2023
D-91-229-18; PTB 186-001	I-90/94 at Montrose Avenue Structure (Sub)	\$ 31,000	\$ -	7/31/2020
D-91-254-18; PTB 187-005	IL 72 at State Street/Getzelman Road (Sub)	\$ 43,300	\$ 43,300	12/31/2020
D-91-253-18; PTB 187-006	Various Phase II Projects (Sub)	\$ 57,000	\$ -	6/30/2021

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
D-91-368-18; PTB 189-011	Phase II Engineering for I-55 from I-80 to US 52 (Sub)	\$ 421,500	\$ 421,500	3/1/2021
D-91-061-19; PTB 190-015	Various Lighting & Electrical District One (Prime)	\$ 500,000	\$ 500,000	5/1/2024
D-91-067-19; PTB 190-019	FAP 344, IL 83 (127th Street) At Cal Sag Channel, Phase II (Sub)	Unknown	\$ -	Unknown
P-94-017- 17/D94-039-17 ; PTB 190-027	Bridge Replacement/Rehabilitation, Adams Street over BNSF RR, UP RR and Clark Street Phase I/II (Sub)	\$ 17,600	\$ 12,000	6/30/2020
PTB 159-009; D-91-402-11	Various Traffic Signals (Sub)	\$ 98,000		1/19/2018
OP&P-2019- 26	Innovative Project Delivery Technical and Project Management Advisory (Sub)	per work order	\$ -	6/3/2022
I-17-4680	EOWA, Construction Admin (sub)	\$ 8,500	\$ 8,500	Jun-20
I-13-4623	Elgin-O'Hare Western Access, IL 19 Interchange(Sub)	\$ 277,450	\$ 66,200	Jun-20
I-14-4196 / 22033896	I-90 and Systemwide, Design Services Upon Request. On-call and as-needed Phase II Engineering Services (Sub)	\$ 327,000	\$ -	Dec-19
I-14-5703 / 22035093	Design Upon Request, Systemwide	\$ 4,500,000	\$ 1,243,000	Dec-20
RR-16-4267 / 22038321	Manintenance Facility Design (Sub)	\$ 185,300	\$ 12,000	Jun-20
I-17-4305 / 22040505	Tri-State Tollway Bridge Rehabilitation, Repairs & Demolition, Various Locations (Sub)	\$ 160,900	\$ 36,500	Dec-19
I-17-4296 / 22040482	Tri-State Tollway Reconstruction, 95th Street to LaGrange Road (Sub)	\$ 566,800	\$ 83,300	Dec-19
I-17-4306 / 22040506	Tri-State Tollway, Bridge Rehabilitation, Repairs, & Demolition, Various Locations (Sub)	\$ 135,000	\$ 58,000	Dec-19
I-17-4309 / 22040511	Tri-State Tollway, Advanced MOT Rehabilitation, 95th Street to EW Connector (Sub)	\$ 48,000	\$ -	Dec-19
I-17-4299 / 22040488	Tri-State Tollway Reconstruction, EW Connector to Roosevelt Rd. (Sub)	\$ 185,000	\$ 26,000	Dec-19
I-18-4361 / 22041926	EOWA, West Extension (Sub)	\$ 66,500	\$ 66,000	Dec-20
RR-18-9008 / 22042192	Systemwide, Design Upon Request, Non-Roadway	\$ 2,000,000	\$ 1,803,605	Dec-22
RR-18-4381 / 22042191	Reagan Memorial Tollway, Pavement and Structural Preservation and Rehabilitation, MP 113.3 (IL 45) to MP 117.8 (Aurora Toll Plaza) (Sub)	\$ 258,000	\$ 2,176	Dec-19
RR-18-4382 / 22042188	Tri-State Tollway, Stearns School road Bridge Reconstruction (Sub)	\$ 323,000	\$ 20,000	Jun-20
RR-18-4379 / 22042189	Reagan Memorial Tollway, Roadway and Bridge Rehabilitation, MP 117.8 (Aurora Toll Plaza) to MP 123.4 (IL 59) (Sub)	\$ 251,300	\$ -	Dec-19
RR-18-9210 / 22042820	ITS Services Upon Request (JV)	\$ 800,000	\$ 789,300	Dec-21

Contract No.: I-17-4296

Consultant: Singh & Associates, Inc.

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): _____

Project No. I-17-4296

Consultant: Singh & Associates, Inc.

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)

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: \$ _____ -