

04/23/15

6.4/4

RESOLUTION NO. 20672

**Background**

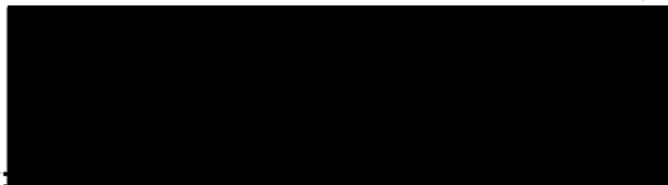
The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 19678 approved April 26, 2012, entered into an Agreement for Contract No. I-11-4014 with CH2M Hill Inc. for Design Services, Design Corridor Management and Design Section Engineering Services on the Elgin O'Hare Western Access (EOWA).

Per Tollway request to prepare additional contract plans, engineering studies and other technical services in the EOWA corridor, CH2M Hill Inc. has submitted a proposal to provide Supplemental Design Services for Contract No. I-11-4014, increasing the contract upper limit by \$4,000,000.00 from \$66,840,422.00 to \$70,840,422.00. It is necessary and in the best interest of the Tollway to accept the proposal from CH2M Hill Inc.

**Resolution**

The Chief Engineer is authorized to negotiate a Supplemental Agreement with CH2M Hill Inc. consistent with the aforementioned proposal, subject to the approval of the General Counsel. The Chair or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by:

A large black rectangular redaction box covering the signature of the Chair.

Chair



**CH2M HILL**  
8735 W. Higgins Road  
Suite 400  
Chicago, IL 60631-2801  
Tel 773.693.3800  
Fax 773.693.3823

April 13, 2015

Illinois State Toll Highway Authority  
Mr. Paul Kovacs, P.E.  
Chief Engineer  
2700 Ogden Avenue  
Downers Grove, IL 60515

Attn: Mr. Manar Nashif

Subject: Contract # I-11-4014 – Supplemental Agreement #1

Dear Mr. Nashif:

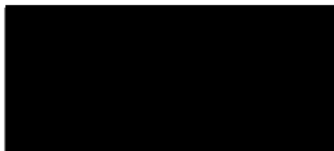
The purpose of this letter is to confirm CH2M HILL's continued commitment to the participation of disadvantaged, minority and women-owned business enterprise (D/M/WBE) firms in the captioned contract.

As presented with our Statement of Interest (PSB 11-3, Item 2) and subsequent proposal for the original I-11-4014 Design Section Engineer Agreement, CH2M HILL is committed to exceeding the 20% D/M/WBE participation goal identified in the Illinois Tollway's Professional Services Bulletin. Our recent proposal for Supplemental Agreement #1 includes additional design services to be delivered on a task order basis as directed by the Illinois Tollway. CH2M HILL is committed to engage D/M/WBE firms in the delivery of these additional design services and will strive to achieve previously established participation goals for the overall contract. The assignment of work to D/M/WBE firms will be determined once the scope and delivery requirements for individual task orders is defined. Appropriate documentation of additional work assignments for D/M/WBE firms will be included in future Task Order proposal(s) and associated Budget Reallocation Request(s).

Please advise if you have any questions pertaining to D/M/WBE participation in this project.

Sincerely,

CH2M HILL



Lidia Pilecky, P.E.  
Project Manager

I-11-4014

WWW.CYBERDRIVEILLINOIS.COM

**JESSE WHITE**  
**SECRETARY OF STATE**



### CORPORATION FILE DETAIL REPORT

Entity Name	CH2M HILL, INC.	File Number	57418753
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	FOREIGN BCA
Qualification Date (Foreign)	08/04/1993	State	FLORIDA
Agent Name	C T CORPORATION SYSTEM	Agent Change Date	03/01/2007
Agent Street Address	208 SO LASALLE ST, SUITE 814	President Name & Address	JACQUELINE C HINMAN 9191 S JAMAICA ST. ENGLEWOOD CO 80112
Agent City	CHICAGO	Secretary Name & Address	SARAN K HILTY SAME
Agent Zip	60604	Duration Date	PERPETUAL
Annual Report Filing Date	07/31/2014	For Year	2014

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**(One Certificate per Transaction)**

[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

15:04 04/15/15

ACTION: S

VENDOR NUMBER= \*\*\*

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

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

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH



## Davis-Adams, Linda

---

**From:** Lane, Robert  
**Sent:** Tuesday, June 09, 2015 10:29 AM  
**To:** Davis-Adams, Linda  
**Cc:** Bohn, Tiffany; Collins, Linda  
**Subject:** RE: CH2M Hill's signature Authority for an Agreement  
**Attachments:** RE: CH2M Hill's signature Authority for an Agreement

Linda,  
I think the signature issue is resolved.  
Lidia's authority to bind the company is fine. See above email.  
Bob

-----Original Message-----

From: Davis-Adams, Linda  
Sent: Tuesday, June 09, 2015 10:21 AM  
To: Lane, Robert  
Cc: Bohn, Tiffany; Collins, Linda  
Subject: FW: CH2M Hill's signature Authority for an Agreement  
Importance: High

Bob,

I have attached the last page of the Tollway Agreement per our conversation this morning. Please let me know if the last page of the Tollway Agreement and signature authority notice is acceptable for me to forward the contract?

I also sent you the same request for URS' contract #I-12-4040.

Thanks,

Linda Davis-Adams,  
Contract Expediter Supervisor  
The Illinois State Toll Highway Authority Phone 630-241-6800 ext. 3363 [ldavis@getipass.com](mailto:ldavis@getipass.com)

-----Original Message-----

From: Lane, Robert  
Sent: Friday, June 05, 2015 11:02 AM  
To: Bohn, Tiffany  
Cc: Davis-Adams, Linda  
Subject: FW: CH2M Hill's signature Authority for an Agreement  
Importance: High

Tiff,

I just spoke to Linda Davis Adams. She asked if I would review a document purported to grant signature authority to an individual to sign for the Company. I expected to receive a Board Resolution or at least a letter of direction from a senior officer of the company. Instead, I received the above attachment.

Do you believe the above document grants sufficient authority for a company official to bind the company? I'm not sure that it does.

Bob

-----Original Message-----

From: [Rebecca.Belvisi@ch2m.com](mailto:Rebecca.Belvisi@ch2m.com) [<mailto:Rebecca.Belvisi@ch2m.com>]

Sent: Friday, June 05, 2015 10:21 AM

To: Davis-Adams, Linda; Nashif, Manar

Cc: [Lidia.Pilecky@CH2M.com](mailto:Lidia.Pilecky@CH2M.com)

Subject: FW: CH2M Hill's signature Authority for an Agreement

Importance: High

Good morning Manar and Linda,  
Please see attached letter documenting Lidia's signatory authority.

Please let us know if you need anything further.

Thank you,

Rebecca Belvisi  
D 1 773 458 2868

CH2M  
8735 W. Higgins Road, Suite 400  
Chicago, IL 60631  
[www.ch2m.com](http://www.ch2m.com) | [LinkedIn](#) | [Twitter](#) | [Facebook](#)

-----Original Message-----

From: Nashif, Manar [<mailto:mnashif@getipass.com>]

Sent: Thursday, June 04, 2015 4:27 PM

To: Pilecky, Lidia/CHI

Subject: Fwd: CH2M Hill's signature Authority for an Agreement

Lidia, see below. Can you provide?

Manar

Begin forwarded message:

From: "Davis-Adams, Linda" <[ldavis@getipass.com](mailto:ldavis@getipass.com)<<mailto:ldavis@getipass.com>>>

Date: June 4, 2015 at 12:11:04 PM CDT

To: "Nashif, Manar" <[mnashif@getipass.com](mailto:mnashif@getipass.com)<<mailto:mnashif@getipass.com>>>

Cc: "Collins, Linda" <[lcollins@getipass.com](mailto:lcollins@getipass.com)<<mailto:lcollins@getipass.com>>>

Subject: CH2M Hill's signature Authority for an Agreement

Manar,

The Supplement Agreement for CH2M Hill contract #I-11-4014 shows Lidia Pilecky, Designated Manager signature. Does she have signature authority? The Tollway need a letter or email from the President indicating she has authority to sign on his behalf.

I cannot forward the supplement without that document.

Thanks,

Linda Davis-Adams,

Contract Expediter Supervisor

The Illinois State Toll Highway Authority Phone 630-241-6800 ext. 3363

[ldavis@getipass.com](mailto:ldavis@getipass.com)<mailto:ldavis@getipass.com>



DESIGN SECTION ENGINEER  
FIRST SUPPLEMENTAL AGREEMENT

The Board of Directors, on the **23rd day of April, 2015**, authorized this **FIRST SUPPLEMENTAL AGREEMENT** to be entered into by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter sometimes referred to as "TOLLWAY", and **CH2M HILL, 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 11-3, Item 2**, and DESIGN SECTION ENGINEER entered into an agreement on **April 26, 2012**, to provide design section engineering services (hereinafter "Services") for Contract No. **I-11-4014** for **Elgin O'Hare Western Bypass Tollway, Design Corridor Manager**; and

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

WHEREAS, DESIGN SECTION ENGINEER has submitted a proposal dated **April 7, 2015**, 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 **April 26, 2012** ("Original Agreement") and commonly referred to as Contract No. **I-11-4014**, shall govern this agreement and be in full force and effect, however, any changes to multipliers, unit costs, prices and/or rates of compensation shall only be applied to Services rendered solely under this Supplement pursuant to changes in the scope of work. The supplemental proposal attached as Exhibit "1" is hereby made a part of this Supplemental Agreement.

## ARTICLE II

### Time of Performance

The DESIGN SECTION ENGINEER shall perform the services herein in accordance with the schedule included at Exhibit "A" in the attached proposal. Should circumstances arise, the Chief Engineer of the TOLLWAY may, at his discretion and with consent of the DESIGN SECTION ENGINEER, renew this contract for two additional one year terms or one additional two year term, as agreed upon by the Parties.

## 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-11-4014 for **Elgin O'Hare Western Bypass Tollway, Design Corridor Manager** 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-11-4014** for **Elgin O'Hare Western Bypass Tollway, Design Corridor Manager** performed by the DESIGN SECTION ENGINEER under the Original Agreement and including the services set forth herein, is hereby increased from **\$66,840,422.00** by **\$4,000,000.00** to **\$70,840,422.00**.

## ARTICLE VI

### Report of a Change in Circumstances

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this **FIRST SUPPLEMENTAL AGREEMENT** for **I-11-4014** the day and year first above written.

THE ILLINOIS STATE TOLL  
HIGHWAY AUTHORITY

CH2M HILL, INC.

By [Redacted] 6/8/15  
~~Chief~~/Executive Director-Signature Date  
~~Paul Wolff/Kristin LaFour~~

[Redacted] 4/13/15  
President-Signature Date  
Designated manager  
LIDA FILECKY  
Printed Name as Signed Above

APPROVED:  
[Redacted] 6/25/15  
Chief of Finance - Signature Date  
Michael Colsch

ATTEST:  
[Redacted] 4/13/15 (Seal)  
Asst. Secretary - Signature Date  
Cheryl Rimas  
Printed Name as Signed Above

APPROVED:  
[Redacted] 6/24/15  
General Counsel - Signature Date  
David Goldberg



Approved as to Form and Constitutionality  
[Redacted] 6-22-2015  
Attorney General, State of Illinois - Robert Lane - Signature Date

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

**FOR CONTRACT NO. I - 11 - 4014**

This proposal, dated April 7, 2015, is submitted by CH2M HILL  
(Firm Name)  
of Chicago, IL for Design Section Engineer's Service.  
(City & State)

**LOCATION OF DESIGN SECTION**

The location of the construction Contract I - 11 - 4014 for which we propose to provide Design Section Engineering Services is from Mile Post \_\_\_\_\_ to Mile Post \_\_\_\_\_ on the Elgin O'Hare West Bypass Tollway(s), in DuPage and Cook Counties, Illinois.

**REAFFIRMATION OF ORIGINAL AGREEMENT**

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

**SCOPE OF SUPPLEMENTAL DESIGN ENGINEERING SERVICES**

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

## FEE PROPOSAL

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

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

PAYROLL COSTS AND MULTIPLIER - During the course of the project, compensation shall be equal to Actual Direct Salary 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 \$ 66,840,422.00 by \$ 4,000,000.00 to \$ 70,840,422.00.

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

The DESIGN SECTION ENGINEER shall maintain in the State of Illinois, for a minimum of five years from the latter of the date of completion of the CONTRACT or the date of final payment under the CONTRACT, adequate books, records, and supporting documents from an accounting system maintained in accordance with generally accepted accounting principles to verify the amounts, recipients, uses and methods of all disbursements of funds passing in conjunction with the CONTRACT. The five year record maintenance period shall be extended for the duration of any audit in progress at the time of that period's expiration. The DESIGN SECTION ENGINEER shall at its own expense make such records available in a timely manner for inspection and audit (including copies and extracts of records) as required by the Auditor General and other State Auditors, Chief Procurement Officer, the Illinois Department of Transportation, and the TOLLWAY's Inspector General, Internal Audit or other TOLLWAY agents at all reasonable times and without prior notice. For purposes of this section, "timeliness" will be considered production within the time period specified by the Auditor General and other State Auditors, Chief Procurement Officer, the Illinois Department of Transportation and the TOLLWAY's Inspector General, Internal Audit or other TOLLWAY agents, but no later than thirty days after a request for records being made unless otherwise agreed to by the

parties. The DESIGN SECTION ENGINEER agrees to cooperate fully with any audit conducted by the Auditor General and other State Auditors, Chief Procurement Officer, the Illinois Department of Transportation and the TOLLWAY's Inspector General, Internal Audit or other TOLLWAY agents, and to provide full access to all relevant materials. The auditors reserve the right to enter the DESIGN SECTION ENGINEER's place of business in order to audit the records. If they are not produced in a timely manner by the DESIGN SECTION ENGINEER, then the DESIGN SECTION ENGINEER shall reimburse the TOLLWAY or other State agency for the travel expenses of its auditors in the event that this right is invoked.

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

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

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

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

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



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

INVOICES for services performed and expenses incurred through December 31<sup>st</sup> must be submitted to the TOLLWAY no later than February 28<sup>th</sup> 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 Engineer for an alternative INVOICE submission date. DESIGN SECTION ENGINEER will request such approval or an INVOICE submittal extension no later than February 15<sup>th</sup>.

#### 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 - 11 - 4014

SUBMITTED BY:

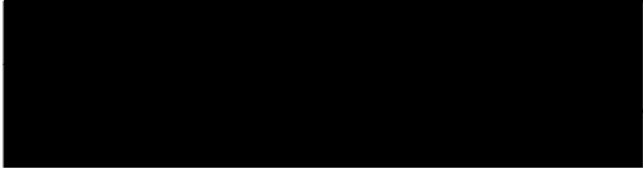
FIRM NAME: CH2M HILL, Inc.

ADDRESS: 8735 W. Higgins Road, Suite 400

CITY, STATE: Chicago, IL

TELEPHONE: (773) 458-2847

FACSIMILE: (773) 693-3823

SIGNED BY: 

PRINTED NAME: Lidia Pilecky

TITLE: Vice President



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/22/2015

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

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

<b>PRODUCER</b> MARSH USA INC. 1225 17TH STREET, SUITE 1300 DENVER, CO 80202-5534		<b>CONTACT NAME:</b>	
15114 -12345-5EX2P-15/16      016369      BK		<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
		<b>E-MAIL ADDRESS:</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>			
		<b>INSURER A:</b> Greenwich Insurance Company	<b>NAIC #</b> 22322
		<b>INSURER B:</b> National Union Fire Ins Co Pittsburgh PA	19445
		<b>INSURER C:</b> XL Insurance America, Inc.	24554
		<b>INSURER D:</b> Zurich American Insurance Co	16535
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** SEA-002320893-08      **REVISION NUMBER:** 5

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b>	X		RGE500025504	05/01/2015	05/01/2016	EACH OCCURRENCE \$ 1,500,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,500,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$	
	<input checked="" type="checkbox"/> \$500,000 SIR						PERSONAL & ADV INJURY \$ 1,500,000	
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 5,000,000	
X POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COM/OP AGG \$ 5,000,000	
A	<b>AUTOMOBILE LIABILITY</b>	X		RAD500025404	05/01/2015	05/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> HIRED AUTOS		<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$	
							\$	
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>			BE 31131580	05/01/2015	05/01/2016	EACH OCCURRENCE \$ 5,000,000	
	<input type="checkbox"/> <b>EXCESS LIAB</b>		<input checked="" type="checkbox"/> OCCUR				AGGREGATE \$ 5,000,000	
	<input type="checkbox"/> DED		<input type="checkbox"/> CLAIMS-MADE				\$	
RETENTION \$							\$	
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			RWD500025204 (AOS)	05/01/2015	05/01/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				OTHER	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
D	<b>PROFESSIONAL LIABILITY*</b>			EOC3829621-13	05/01/2015	05/01/2016	Each Claim & Aggregate \$2,000,000	
							Each Policy Period	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 RE: DCM - ELGIN O'HARD WEST BYPASS TOLLWAY; PM: LIDIA PILECKY.  
 THE CERTIFICATE HOLDER IS INCLUDED AS AN ADDITIONAL INSURED ON THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLICIES AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT. COVERAGE PROVIDED BY THE ABOVE GENERAL LIABILITY AND AUTO POLICIES SHALL BE PRIMARY AND NON-CONTRIBUTORY AND IS LIMITED TO THE LIABILITY RESULTING FROM THE NAMED INSURED'S OWNERSHIP AND/OR OPERATIONS. \*FOR PROFESSIONAL LIABILITY COVERAGE, THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR CLAIMS PRESENTED WITHIN THE POLICY PERIOD FOR ALL OPERATIONS OF THE INSURED. THE LIMIT WILL BE REDUCED BY PAYMENTS OF INDEMNITY AND EXPENSE.

<b>CERTIFICATE HOLDER</b> ILLINOIS STATE TOLL HIGHWAY AUTHORITY ATTN: MANAR NASHIF 2700 OGDEN AVENUE DOWNERS GROVE, IL 60515	<b>CANCELLATION</b> 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 of Marsh USA Inc. Sharon A. Hammer
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**ENDORSEMENT # 041**

This endorsement, effective 12:01 a.m., May 1, 2015 forms a part of  
Policy No. RGE500025504 issued to CH2M HILL COMPANIES, LTD.  
by Greenwich Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**AUTOMATIC ADDITIONAL INSURED'S PRIMARY COVERAGE**

This endorsement modifies Insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

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

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization	Location(s) of Covered Operations
Any entity, person or organization you are required by any contract, permit, access agreement, executed prior to any loss to provide additional insured status under this Policy.	All Locations

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 and any other person(s) or organization(s) you are required to add as an additional insured under the contract, permit or access agreement described in the schedule but only with respect to liability for "bodily injury" or "property damage" or "personal and advertising injury caused, in whole or in part by:

1. "Bodily Injury", "property damage" or "personal and advertising injury" caused by your operations on the additional insured's premises ; or
2. "Your work" for the additional insured and included in the "products-completed operations hazard"; or
3. Your acts or omissions; or
4. The acts or omissions of those acting on your behalf.

As respects 2, 3, and 4 the following also applies 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(s) only applies to the extent permitted by law; and

2. If coverage provided to the additional insured(s) is required by a contract, permit or access agreement, the insurance afforded to such additional insured(s) will not be broader than that which you are required by the contract, permit or access agreement to provide for such additional insured(s)

- B. Only when required by a contract, permit or access agreement this insurance applies to:
1. (a) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or (b) 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 part of the same project.
  2. "Bodily Injury" or "Property Damage arising out of any act or omission of the additional insured(s) or any of their employees, other than the general supervision of work performed for the additional insured(s) by you.

However:

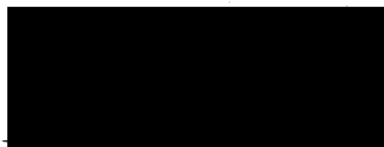
3. The insurance afforded to such additional insured(s) only applies to the extent permitted by law and

4 If coverage provided to the additional insured(s) is required by a contract, permit or access agreement, the insurance afforded to such additional insured(s) will not be broader than that which you are required by the contract, permit or access agreement to provide for such additional insured(s).

C. Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured(s) whether primary, excess, contingent or on any other basis unless a contract specifically required that this insurance be primary, or you request that it apply on a primary basis. When this insurance applies on a primary basis for the additional insureds described above, it shall apply only to "bodily injury", "property damage" or "personal and advertising injury" caused by your work for that additional insured by or for you. Other insurance afforded to those additional insureds will apply as excess and not contribute as primary to the insurance afforded by this endorsement.

The limits of, insurance with respect to each person, organization or entity shall not exceed the limits of liability of the named insured. All insuring agreements, exclusions and conditions of this policy apply. In no event, shall the coverage or limits of insurance in this coverage form be increased by such contract, permit or access agreement.

All other terms and conditions remain the same.



(Authorized Representative)







Project No. I-11-4014

Consultant: CH2M HILL, Inc.

**EXHIBIT B - FEE CALCULATIONS**

**A. DIRECT SALARY (without overtime)**

Total Work Hours: 27,266.00  
(From Exhibit C-3)

Total Dollars: \$ 1,414,696.00  
(From Exhibit C-3)

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

2.80

**DIRECT REGULAR SALARY TIMES MULTIPLIER**

\$ 3,961,148.80

**B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT**  
(For Prime Consultant listed above.)

**TOTAL DIRECT COSTS** \$ 38,851.20

**C. SERVICES BY OTHERS**

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ \_\_\_\_\_  
(Do not including estimated additional services)

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) \$ \_\_\_\_\_  
(Do not including estimated additional services)

**TOTAL SERVICES BY OTHERS** \$ \_\_\_\_\_

**D. ADDITIONAL SERVICES (prime and subconsultants)**  
(Requires prior authorization before use)

**E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)**

\$ 4,000,000.00

Date: 4/7/2015

**EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST**

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible for Prem. OT? (Yes' or 'No')
Senior Manager	Alden, Laura Jane	70.00	69.91	
	Aldrich, Jeffrey	70.00		
	Baxter, Daniel	70.00		
	Bechler, David	68.02		
	Boothe Jr., Roger	70.00		
	Brady, Mark S.	70.00		
	Catalanotte, Abraxas (AJ)	70.00		
	Chanowitz, Aaron	70.00		
	Farouz, Emad	70.00		
	Foote, Richard	70.00		
	Granzow, Edward F.	70.00		
	Harrison, Alex Thomas	70.00		
	Heimlich, Brad	70.00		
	Maday, Mark	70.00		
	Martin, Larry	70.00		
	O'Reilly, John	70.00		
	Pilecky, Lidia	70.00		
	Reid, Lisa M.	70.00		
	Shah, Jignesh	70.00		
	Turner, John Martin	70.00		
Vonic, Michael	70.00			
Senior Engineer	Baah, Daniel	70.00	66.48	
	Coakley, Richard	70.00		
	Gavin, Matthew (Matt)	61.21		
	Mader, Stephen	70.00		
	Melnik, Dmitry	69.32		
	Peterson, Anthony	66.82		
	Schmid, Karl E.	62.65		
	Silverman (Kolody), Kimberly	64.87		
	Sreenivasan, Athreya	63.84		
	Thomas, William (Randy)	64.24		
Victorine-Lewis, Tracy	68.35			
Engineer	Allender, Bradley	61.33	53.68	
	Baker, David Lee	60.00		
	Chakrabarti, Saurav	45.29		
	Christopherson, Scott F.	55.37		

EXHIBIT "1"

Date: 4/7/2015

**EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST**

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible for Prem. OT? ('Yes' or 'No')
	Connor, Brian	60.71		
	Davis, Anneke J.	48.47		
	Gannis, Bryan	52.55		
	Glynn, Marie	61.40		
	Jackson, Johnny	60.76		
	Lynch, Steven (Steve)	60.59		
	Maechler, Edmund J. (Ed)	56.55		
	Matharu, Amarpal	48.44		
	Moller, Jason	53.43		
	Panguluri, Srikanth	51.96		
	Paulovich, Steven	52.87		
	Perez-Bravo, Dante	47.83		
	Shah, Manisha	46.68		
	Thomure, Jeffrey	54.93		
	Weaver, Charles (Jake)	57.46		
	Weaver, Michael A.	54.01		
	Weiland, Brett	46.29		
	Weinert, Michael	45.80		
	Zhao, Xia (Rosa)	51.86		
Junior Engineer	Baseman, Amber	31.82	37.11	
	Blackney, Chad	51.38		
	Bode, Calvin	44.05		
	Fox, Michael	48.10		
	Glaser, Laura	43.45		
	Gong, Cheng (Angel)	28.73		
	Grebenschikov, Serge	31.85		
	Islam, Moudid	32.88		
	Kukadia, Sarah	42.98		
	Leska, Katherine	30.86		
	Manning, Brian	33.47		
	Mapp, Jamie	28.44		
	Matagi, Iosefa	41.11		
	Meyer, Chad	43.92		
	Meyer, David	35.88		
	Mittal, Saurabh Shyam	40.11		
	Myszka, Thomas (Tommy)	30.83		
	Osterman, Benjamin	31.80		
	Patel, Dipak	39.14		

Date: 4/7/2015

**EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST**

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible for Prem. OT? ('Yes' or 'No')
	See, John Tobias	39.89		
	Simmonds, Kennedy	43.19		
	Tolozza Barria, Pablo Andres	35.06		
	Truong, Minh Quang	27.22		
	Zhao, Jiguang	34.42		
Senior Planner	Frantz, Jeffrey (Jeff)	70.00	63.31	
	Klatt, David	56.04		
	Miller, Robert	65.58		
	Mittag, Mark	61.62		
Planner	Eichenauer, Jeff	54.79	51.70	
	Gerut, Mary	45.11		
	Kramer, Jill	50.94		
	Norrick, Christine	53.05		
	Tadic, Aleksandra	54.63		
Junior Planner	Archer, Sarah	32.01	32.99	
	Beasley, Justin	31.11		
	Flaws, Deborah	35.90		
	King, Aimee	40.27		
	Mallison, James	37.67		
	Marrs, Sarah	30.48		
	Martin, Lauren	32.56		
	Monico-Barros, Rodrigo	22.27		
	Mykytiuk, Carla	41.17		
	Sarr, Thierry	35.05		
	Scherner, Ryan	38.01		
	Shimko, Megan	20.59		
	Spande, Erik	43.21		
	Vegvary, Olga Marie	21.51		
Senior Technician	De Bonis, Debra (Deb)	48.18	50.67	
	Derosa, Michael	51.27		
	Godbole, Bhushan A.	63.73		
	Lewandowski, Anthony	61.04		
	Maday, Lori	39.60		
	Martin, Justin	47.53		
	Meyer, Kerry	51.17		

Date: 4/7/2015

**EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST**

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible for Prem. OT? (Yes' or 'No')
	Norred, Amy	46.65		
	Santiago, Antonio	48.90		
	Spivey, Garry	48.64		
Technician	Antel, Robert (Dash)	40.66	32.76	
	Archer, Jon	44.50		
	Buckvold, Kari	30.97		
	Chancellor, Thomas J.	24.61		
	Chelonis, John	37.58		
	Dishman, David	30.82		
	Holzwarth, Rebecca (Becky)	32.50		
	Kujawa, Conrad	31.41		
	Pham, Michael	40.57		
	Pierce, Martin	29.15		
	Ruiz, Nicholas	19.27		
	Smyth, Shannon Lee (Shannon)	32.09		
	Stearns, Sara	29.24		
	Strehlow, Robert (Rob)	28.15		
	Walker, Patrick	39.84		
Office	Anderson, Pamela	32.81	27.66	
	Belvisi, Rebecca	24.71		
	Brown, Nancy	26.69		
	Emery, James R.	22.13		
	Faulkner, Michelle C.	31.01		
	Frausto, Sandra	22.77		
	Grimshaw, Kathleen	32.91		
	Jeray, Gregg R.	18.55		
	Joshi, Pushpa	26.02		
	Neal, Charlize	27.61		
	Phipps, Jason	30.37		
	Saunders, Rachel	24.07		
	Schmitt, Gail	28.12		
	Sheldon, Heidi	25.87		
	Taggart, Donna L.	42.17		
	Thornton, Izabela Marzena	26.80		

\* Exhibit C-1 is a comprehensive list of classifications of company employees.

(1) List all Employees located in your company's Illinois office(s) by classification. Out of state employees to be used on this project should be

Project No.: L-11-4014

Date: 4/7/2015

Consultant: CH2M HILL, Inc.

**EXHIBIT C-2: PAYROLL CLASSIFICATION ESCALATION TABLE**

CONTRACT TERM: 18 NO. OF MONTHS

SCHEDULED START DATE: 7/1/2015

RAISE DATE: 4/1/2016

PERCENT OF RAISE: 3%

**ESCALATION PER YEAR**

Date	Date	Date	Date	Date	Date	Date
7/1/2015	-	3/31/2016	4/1/2016	-	12/31/2016	
9.0			9.0			
18.0			18.0		18.0	
50.00%			51.50%			
Factor First Period			Escalation Factor Second Period			
			Escalation Factor Third Period			
			Escalation Factor Fourth Period			
			Escalation Factor Fifth Period			
			Escalation Factor Sixth Period			
			18.0		18.0	
			60.0			

The escalation factor for this project is: 101.50%

Project No.: I-11-4014

Consultant: CH2M HILL, Inc.

Date: 4/7/2015

Total Escalation Factor from C-2: 101.50%

**EXHIBIT C-3: DIRECT LABOR CALCULATION**

<b>Classification (From Exhibit C-1)</b>	<b>(1) Current Average Hourly Rate (From Ex. C-1) SEE NOTE 1 BELOW</b>	<b>(2) Escalated Average Hourly Rate SEE NOTE 2 BELOW</b>	<b>(3) Estimated Work Hours (Including Overtime)</b>	<b>Direct Labor Extension (Col. 2 x Col. 3)</b>
Senior Manager	\$69.91	\$70.00	4,076.00	\$ 285,320.00
Senior Engineer	\$66.48	\$67.48	5,055.00	\$ 341,111.00
Engineer	\$53.68	\$54.49	5,055.00	\$ 275,447.00
Junior Engineer	\$37.11	\$37.67	5,055.00	\$ 190,422.00
Senior Planner	\$63.31	\$64.26	155.00	\$ 9,960.00
Planner	\$51.70	\$52.48	155.00	\$ 8,134.00
Junior Planner	\$32.99	\$33.48	155.00	\$ 5,189.00
Senior Technician	\$50.67	\$51.43	3,045.00	\$ 156,604.00
Technician	\$32.76	\$33.25	3,045.00	\$ 101,246.00
Office	\$27.66	\$28.07	1,470.00	\$ 41,263.00

**Total Estimated Work Hours:** 27,266.00  
Must Match Exhibit A

**Total Direct Labor:** \$ 1,414,696.00

**Average Hourly Rate:** \$ 51.88

- (1) Average Hourly Rate per classification from C1. Hard enter this number. DO NOT insert a formula.  
 \* Average Hourly Rates cannot exceed applicable salary caps.
- (2) Current Average Hourly Rate x Escalation Factor. No escalation factor is allowed for employees at or above the salary cap rate

**EXHIBIT D****REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES****A. VEHICLE REIMBURSEMENT**

Daily Rate	<u>\$ 65.00</u>	X	<u>36</u>		<u>\$ 2,340.00</u>
	Includes Tolls		No. of Days		

Mileage	<u>\$ 0.575</u>	X	<u>5,000</u>		<u>\$ 2,875.00</u>
	Mileage Rate		No. of Miles		

(Use mileage rate found at:

<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement>

<b>TOTAL VEHICLE REIMBURSEMENT</b>					<u>\$ 5,215.00</u>
------------------------------------	--	--	--	--	--------------------

**B. ALLOWABLE DIRECT COSTS - Enter the total budget of items from the attached Allowable Direct Costs list here:**

[http://www.illinoistollway.com/documents/10157/36206/LG\\_TOLLWAY\\_XX\\_ALLOWABLEDIRECTCOSTS\\_08012008.PDF](http://www.illinoistollway.com/documents/10157/36206/LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF)

					<u>\$ 6,600.00</u>
--	--	--	--	--	--------------------

**C. ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:****DIRECT COST CATEGORY**Train/Taxi Fare, Transit, ParkingPrintingReport Assembly, Binding, CoversOutside Scanning ServicesCDs/DVDs (includes repro)Railroad insuranceTemporary Help/ Contract LaborPermitting fees (various agencies)Permit application feesRailroad agreement fees & reimbursementsUtility agreement fees & reimbursementsAerial Videography, Historic DataLegal Services/Fees, Court ReporterSee attached

<b>TOTAL ITEMIZED DIRECT COSTS</b>					<u>\$ 27,036.20</u>
------------------------------------	--	--	--	--	---------------------



**Itemized Direct Costs (Continued)**

Presentation Boards

Equipment Rental

Project-Specific Disposables

Security

A-V Production

Mobile App Development/ Support

Translation Services

Lab Services (PSI Testing)

Utility Clearance Services (for PSI)

Health & Safety Equipment (PID, Multi-rae)

Sampling equipment (pumps, water quality, GPS camera)

Personal protective disposable equipment/ clothes, PPE, gloves, expendables

55-gallon Drums for investigative derived waste

Title commitments

Billboard Seminar

Media and public outreach event supplies

Construction outreach event provisions

EcoSys, D.R. McNatty, and MLM Project Services

EcoSys Software

Office Space Rental

Monthly vehicle rental for O'Hare Airport work

(Actual cost for all)

## ALLOWABLE DIRECT COSTS

**10.01.2013**

Effective for contracts awarded on or after October 1, 2013, the following costs are allowable when requested by the Department 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	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Vehicle Rental	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day
Vehicle Half-day Rate	\$32.50/half day
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
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 and mapping	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>
- \*\*Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."



Project No. I-11-4014

Consultant: CH2M HILL, Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

Project Principal: Brad Heimlich

Classification: Senior Manager

Project Manager: Lidia Pilecky

Classification: Senior Manager

Project Engineer: Aaron Chanowitz

Classification: Senior Manager

Resident Engineer: \_\_\_\_\_

Classification: \_\_\_\_\_

Documentation Engineer: \_\_\_\_\_

Classification: \_\_\_\_\_

Project Civil Engineer: Steven Lynch

Classification: Engineer

Project Structural Engineer: Keith Mockenhaupt

Classification: Senior Engineer

Project Drainage Engineer: \_\_\_\_\_

Classification: \_\_\_\_\_

Senior Engineer: \_\_\_\_\_

Classification: \_\_\_\_\_

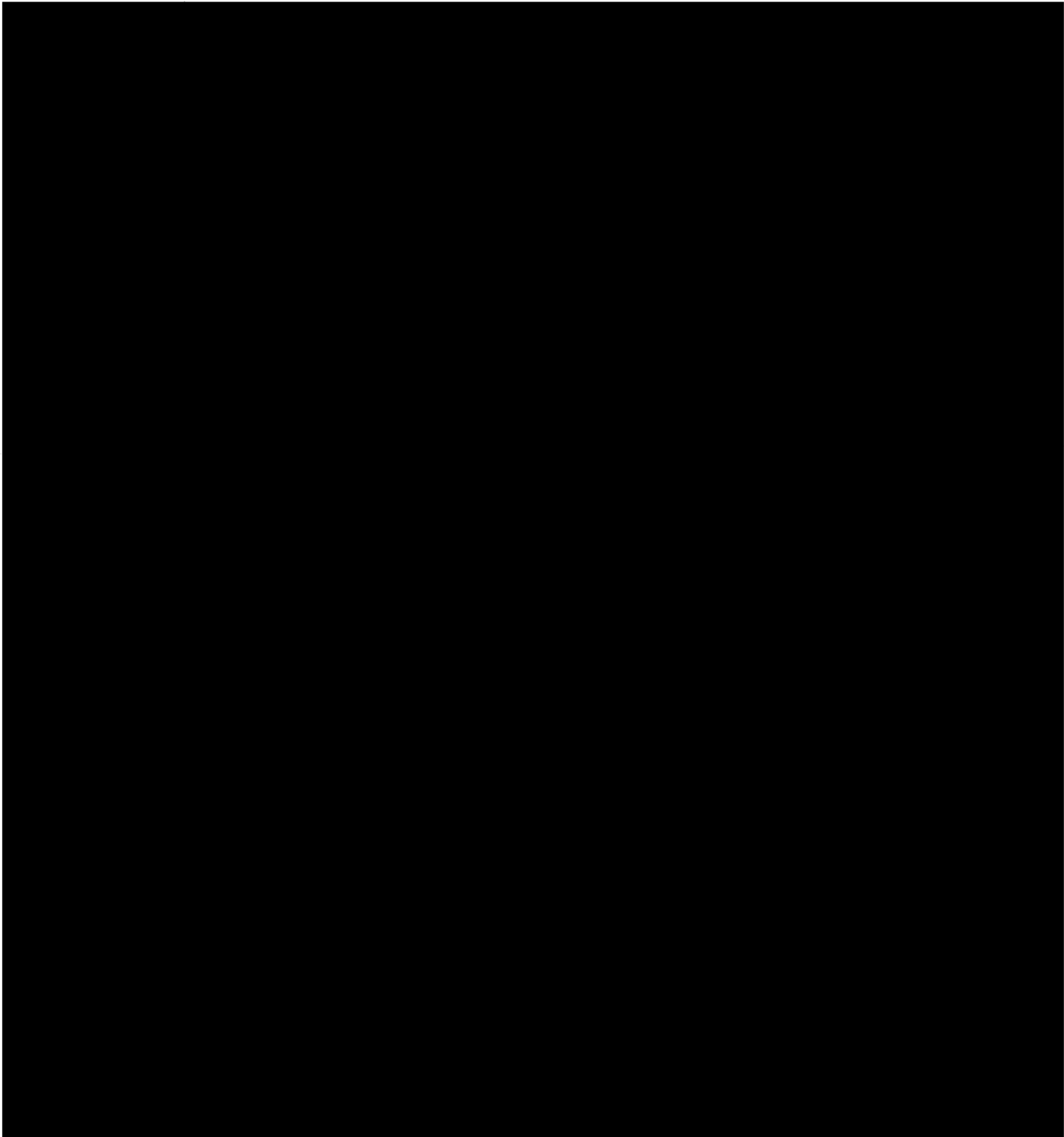
Others: Larry Martin

Senior Manager

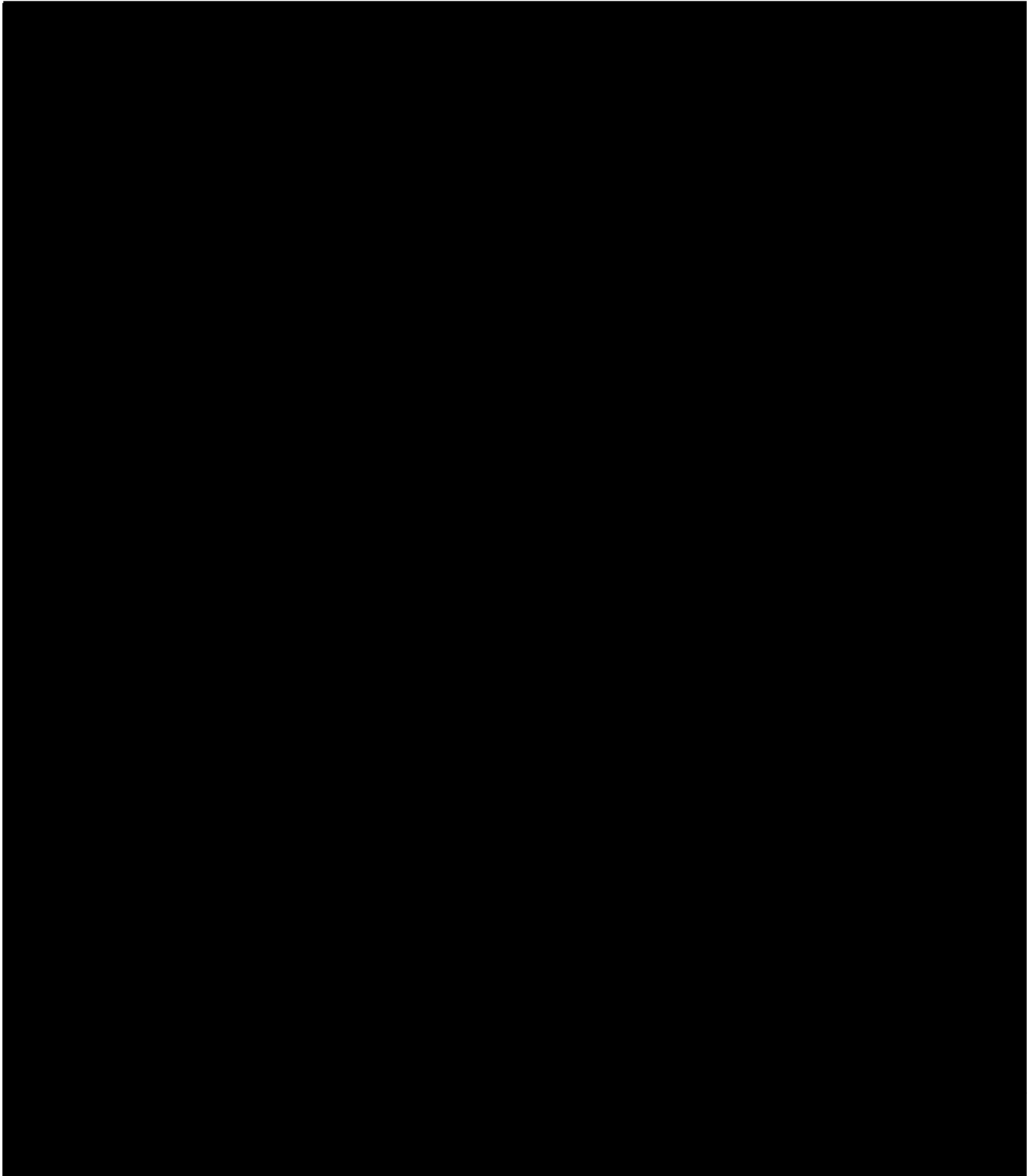
List all key personnel titles that are applicable to this project.

Attach resumes of all key personnel; Names on resumes must match exactly as they appear here.

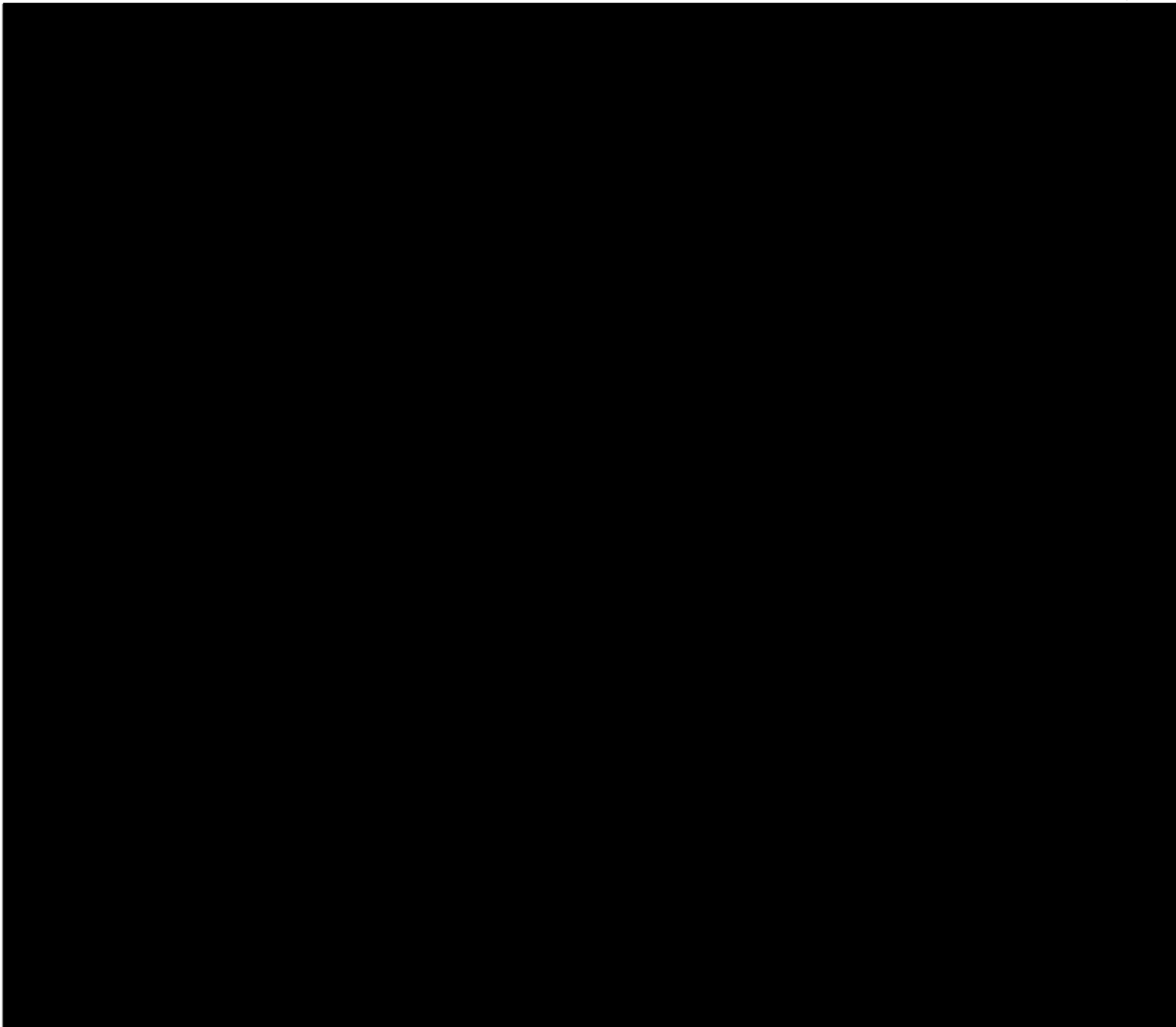
**Brad Heimlich, P.E.**  
Senior Manager



**Brad Heimlich, P.E.**



Brad Heimlich, P.E.





**Lidia Pilecky, PE**

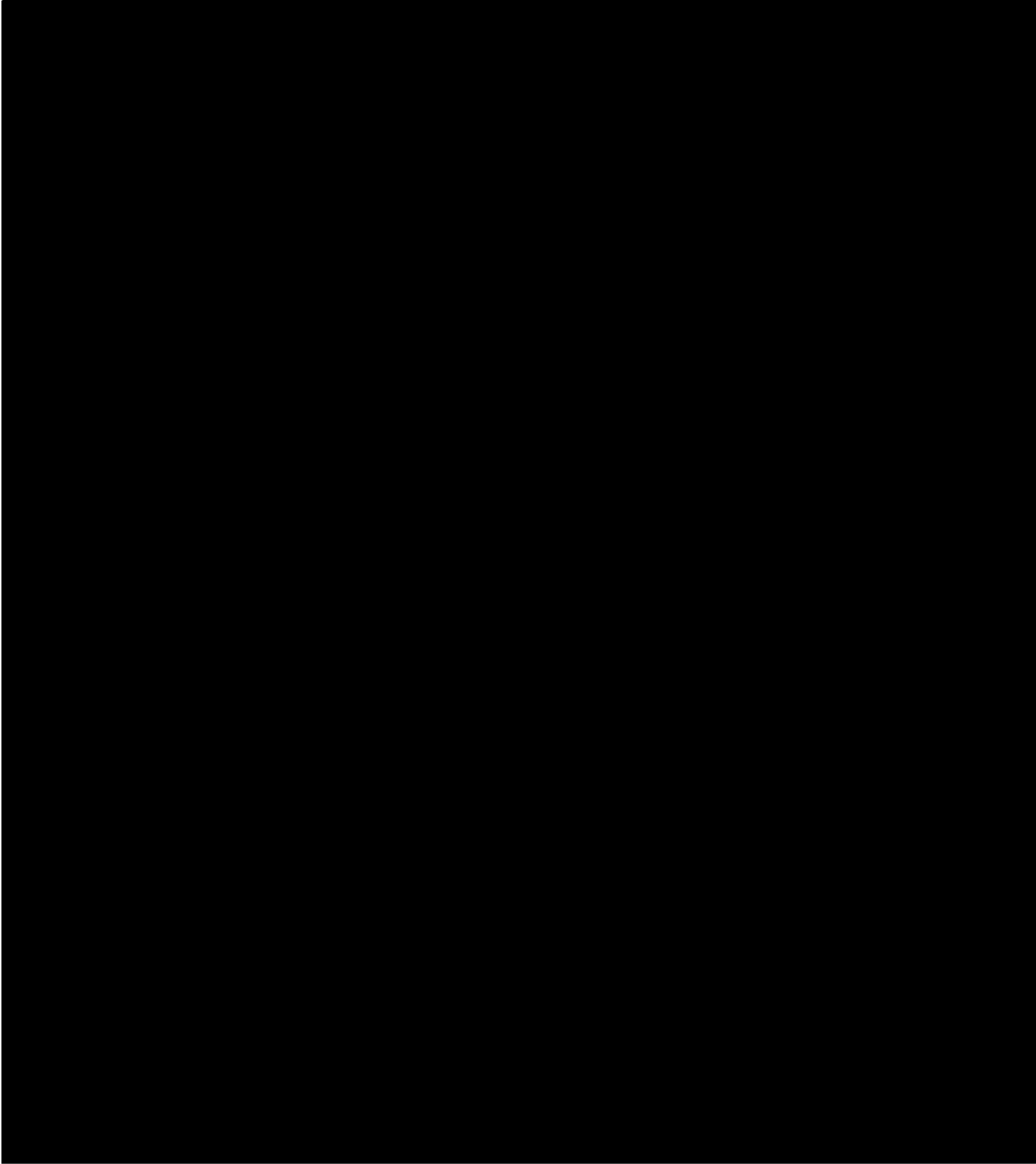
Senior Manager

TBG10211132905BDS

TBGI

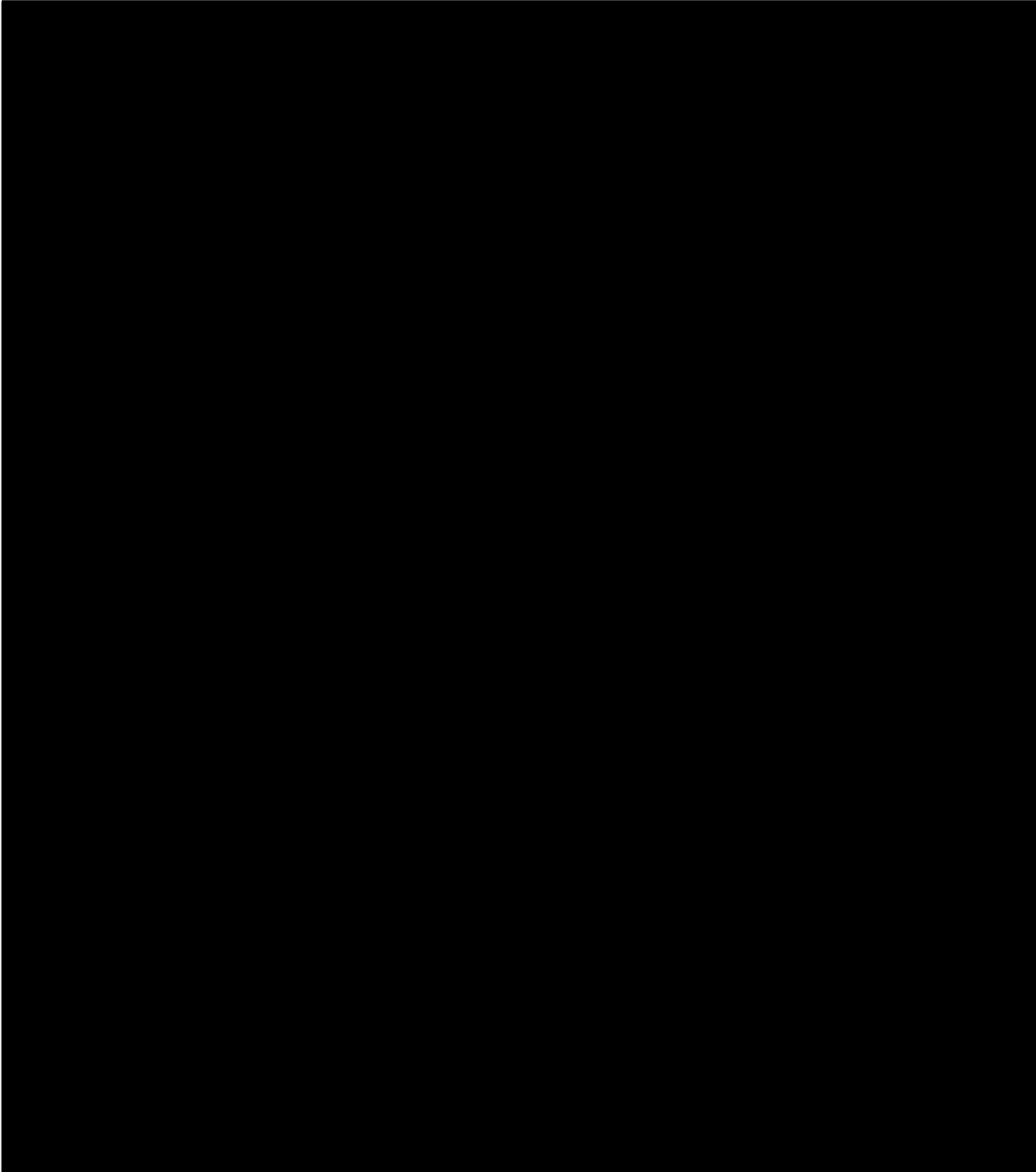
**Aaron Chanowitz**

*Senior Manager*



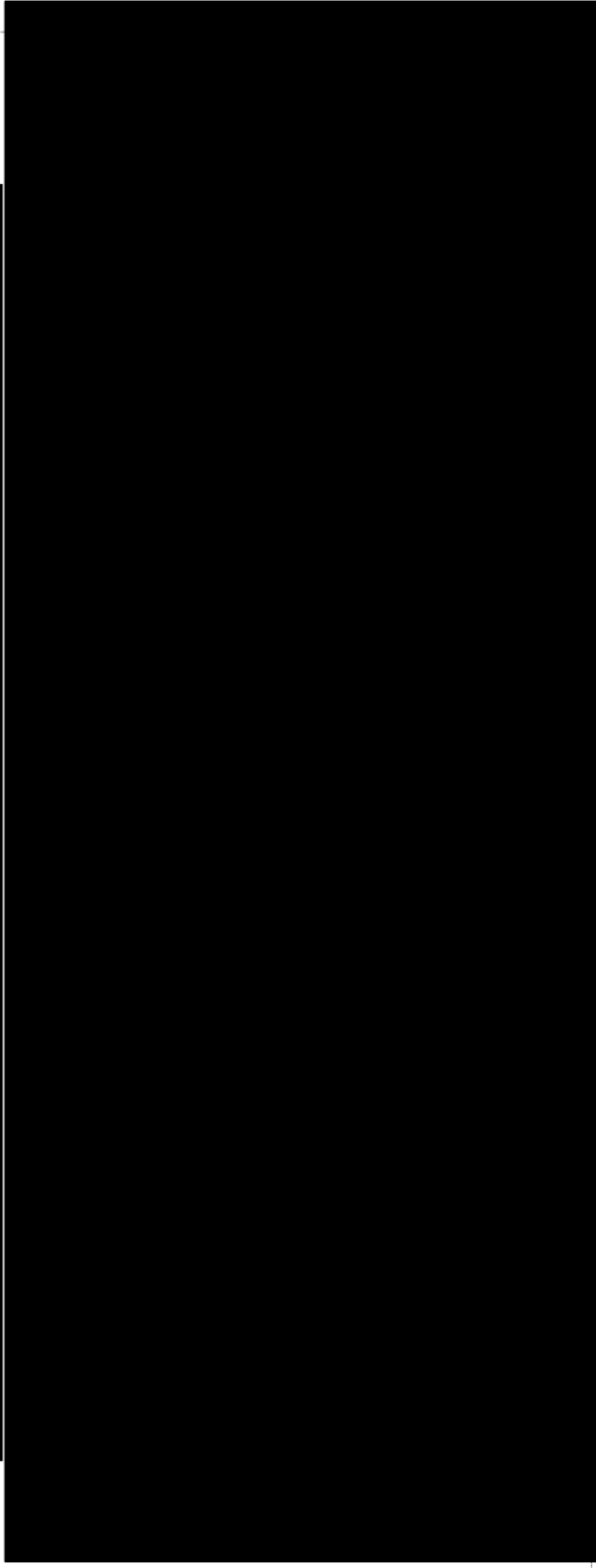
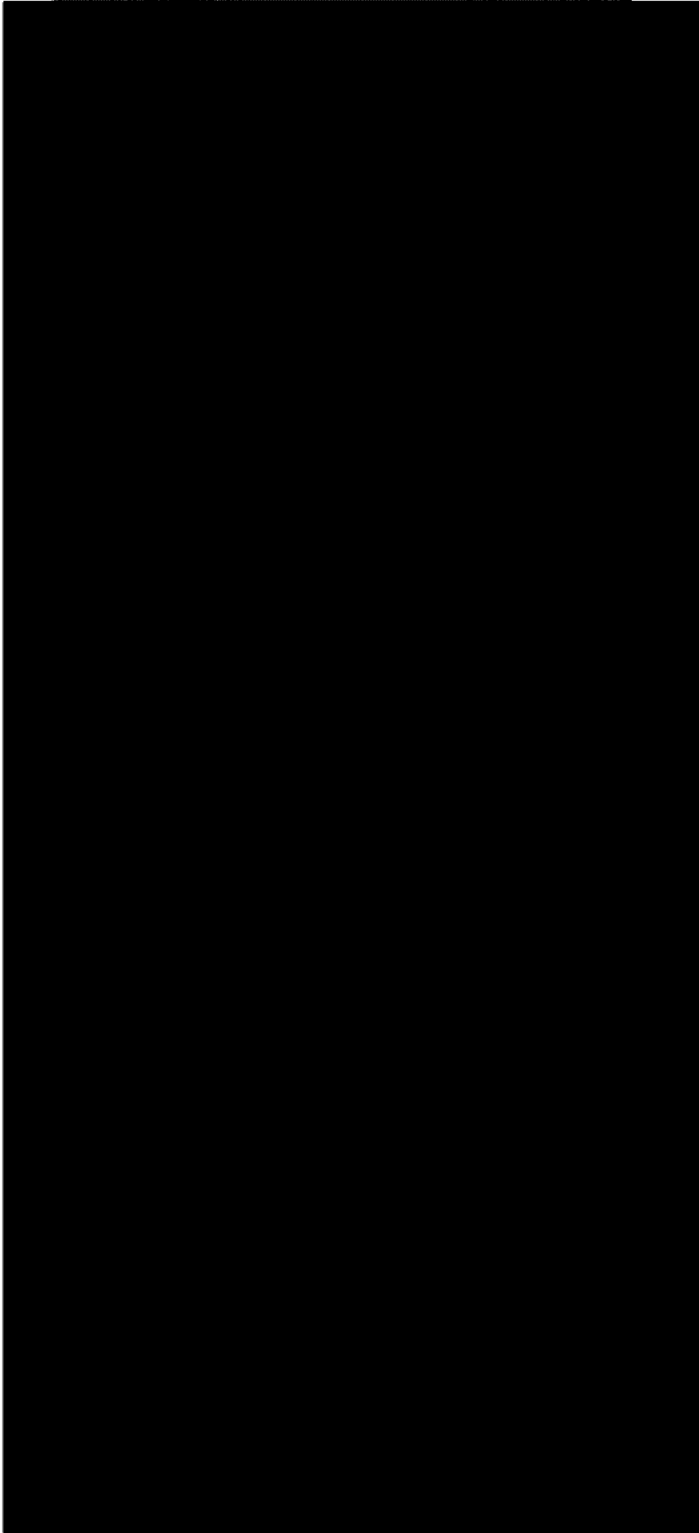
**Steven Lynch, PE**

*Engineer*



# Keith Mockenhaupt, SE

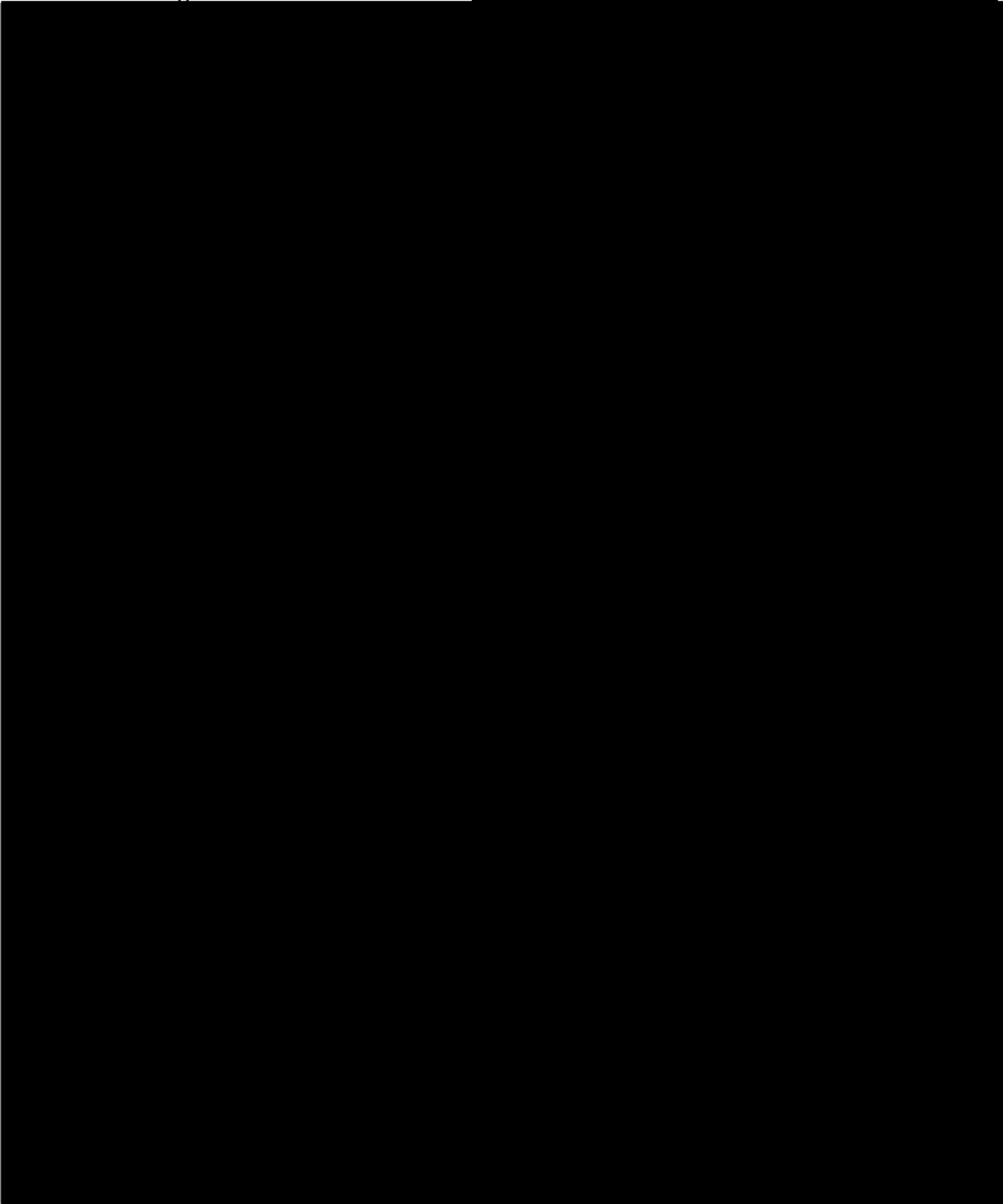
Senior Engineer

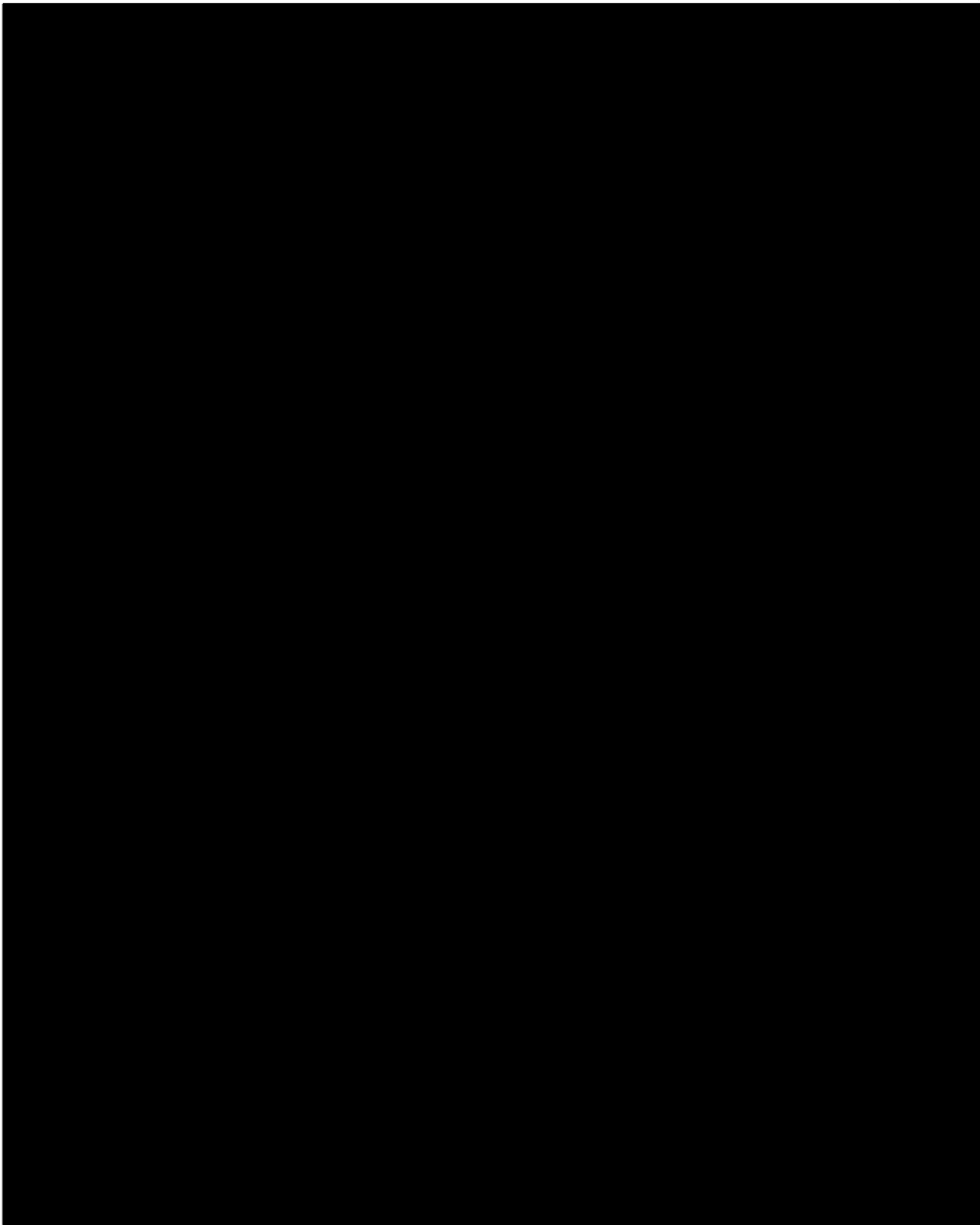


TBG1021113206BDS

TBG102111329059CS

**Larry Martin**  
Senior Manager







**EXHIBIT F**

**CONTRACT I -11 - 4014**

**CH2M HILL, Inc.**

**SCOPE OF SERVICES**

The scope of work consists of providing DSE Services for project required Phase II engineering services via work tasks as directed and authorized by the Tollway in accordance with the Tollway's Design Section Engineer's Manual, dated March 2014, as amended by the Tollway. Such work may include preparation of contract plans and engineering studies and other technical services as directed by the Tollway. Typical tasks will include projects that are required for the Tollway system, and may include, but not be limited to:

1. ITS and Fiber Optic Design from Meacham/Medinah Road to IL 83.
2. On call and as-needed work related to the Tollway system.

**EXHIBIT G**

**CONTRACT I - 11 - 4014**

**CH2M HILL, Inc.**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
PTB 141-08	Elgin O'Hare Western Bypass Phase I Study	\$54,387,077	\$0	6/30/2015
PTB 159-6	US 30 Phase I Study	\$539,357	\$343,000	12/31/2015
PTB 155-68	IDOT Construction Manual	\$62,997	\$43,000	12/31/2015
PTB 156-42	US 50 Phase I Study	\$827,321	\$310,000	6/30/2016
PTB 156-3	District 1 Var/Var PM	\$2,729,028	\$354,000	3/9/2016
PTB 154-58	IL 13 Final Design	\$2,597,345	\$6,000	6/30/2015
PTB 131-15	IL 3 Connector Phase I Study	\$3,413,258	\$1,617,000	3/31/2016
PTB 160-19	District 8 Var/Var	\$636,873	\$76,000	6/1/2016
PTB 148-40	Illinois Highway Safety Program	\$6,489,987	\$0	7/31/2015
PTB 170-21	Various IL Safety Program Analysis & Technical Support	\$12,000,000	\$8,600,000	7/2/2020
PSB 14-01	Elgin O'Hare Western Access Tollway, Construction Support Phase (*contract negotiations and execution pending)	\$70,000	\$29,340	8/31/2017
RFP 13-HA-2	IDOT Strategic & Financial Planning Assistance for Alternative Contracting	\$3,014,192	\$400,000	5/14/2015
PSB 12-5	Elgin O'Hare Western Access, Tollway CCM	\$120,162	\$99,061.2	4/30/2017
PSB 11-3	Elgin O'Hare Western Bypass Tollway, Design Corridor Manager	\$70,840,422	\$11,125,000	12/31/2016

Rev. 2/1/2013

EXHIBIT "1"

PAGE \_\_\_\_\_ OF \_\_\_\_\_

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

1

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

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 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): 0.00%  
 DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): \_\_\_\_\_

**EXHIBIT H - SERVICES BY OTHERS (continued)**

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

**OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)**

<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: \$ \_\_\_\_\_ -