04/30/20 6.2/13

RESOLUTION NO. 22021

Background

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No 19665 approved March 22, 2012, entered into an Agreement with Knight E/A, Inc. on Contract No. I-11-4026 for Construction Management Services on the Tri-State Tollway (I-294) and I-57.

Per Tollway request, Knight E/A, Inc. submitted a proposal to provide Supplemental Construction Management Services for Contract No. I-11-4026 in an amount not to exceed $160,994.00, increasing the contract upper limit from $18,654,329.50 to $18,815,323.50. It is necessary and in the best interest of the Tollway to accept Knight E/A, Inc.'s proposal.

Resolution

The Chief Engineering Officer is authorized to negotiate an Amended Agreement with Knight E/A, Inc., consistent with the aforementioned proposal, to increase the contract upper limit by $160,994.00, subject to review and approval by the General Counsel. The Chairman/Chief Executive Officer of the Tollway is authorized to execute the Agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved b [redacted]

Chairman

Subject: I-11-4026 I-294 / I-57 Interchange Construction Management contract supplement to ensure construction management services be provided for construction contract I-18-4433.

NARRATIVE

1.0 Purpose

The purpose of this Staff Summary Sheet (SSS) is to obtain approval to supplement Contract I-11-4026 for Construction Management (CM) services in the amount of $160,994.00. The supplement would increase the upper limit of compensation for this contract from $18,654,329.50 to $18,815,323.50. This supplement is necessary to provide additional construction management services necessary to complete the work under this contract and provide services to cover an approximate 6-month construction contract extension. Funding for the supplement is within the budget of the Move Illinois program.

2.0 Background Information

Phase 2 of the I-294/I-57 interchange construction was originally programmed for 2024 through 2026. In late Summer 2018, the Tollway advanced construction of Phase 2 to be complete by the end of 2022. The first construction Contract for Phase 2 (Contract I-18-4433) was awarded at the March 2019 Board. The first Knight E/A CM supplement to I-11-4026 provided CM services for contract I-18-4433 since this consultant served as the CM and Corridor Construction Management (CCM) for Phase 1 of the interchange. Supplement 1 was approved in November of 2018 for $1,805,998.29 and presumed substantial construction completion by October 2, 2019 and construction contract completion by November 15, 2019. For more information on this supplement, please see SSS #78.

This second CM supplement is required to address delays on the construction contract related to acquiring an IDOT permit and weather delays associated with late season storm sewer jacking. The substantial completion is now scheduled to be June 6, 2020 with contract completion by June 15, 2020. Knight's previously developed experience and expertise on this project will allow them to provide the necessary CM services for the remainder of this construction contract.

When delays were apparent, Knight Engineering and their subconsultants adapted to the situation by reducing staff and staggering shifts to minimize the need for overtime. This approach has allowed the CM to address most of the requirements of the extended construction period, but additional hours will be needed to complete construction and contract closeout activities.

The following items were also considered in the evaluation of this supplement request:

Consultant Performance: Knight Engineering is most familiar with the work. They have performed well on this contract and they are in the best position to complete this work in the most efficient and cost-effective manner.

Disadvantage Business Enterprise (DBE) Commitment:
The contract's advertised DBE goal was 20.00%; the current DBE commitment is 22.10 %; and it is anticipated that the current DBE commitment will be maintained with the supplement.

Comparison of Construction Management Fee vs. Construction Costs
Construction management fees on larger construction projects typically range between 7-11% of the total construction costs. In planning Move Illinois, a 7.5% average budget of the estimated

construction cost was allocated. The proposed fee percentage for this CM contract is 10% based upon the current construction costs of contract I-18-4433 (approximately $19.5M). The increase in the upper limit of compensation for the CM is still within the range of the expected percentage.

Construction Manager Hours and Average Hourly Rate:

Negotiated Hours: 138,152 (original negotiated including supplement 1) and 139,012 (including supplement 2) to date 138,892 (actual expended). Consultant has been able to deliver more than the negotiated service hours than negotiated.

Average Hourly Rates: $50.86 (original), $48.98 (to date) and $50.00 (including supplement). Consultant is essentially managing the contract to the anticipated average hourly rate and negotiated hours are being provided.

3.0 Alternatives

Alternative #1 – Supplement Knight Engineering - **Recommended**
Knight Engineering is most familiar with the work. They have performed well on this contract and they are in the best position to complete this work in the most efficient and cost-effective manner.

Alternative #2 – Do Nothing - **Not recommended**.
A construction manager is required for inspection and close out the contract and some action will need to be taken. This added work cannot be performed by in-house staff at this time.

Alternative #3 – Solicit this work on a new Professional Services Bulletin – **Not Recommended**
Not recommended. This alternative cannot be enacted in a timely manner and would also result in the loss of experience and transfer of responsibility.

Alternative #4 – Assign work to another Construction Management contract – **Not Recommended**
Not recommended. No other construction management contract has scope or funding to accommodate this added work and there would be a loss in efficiency and cost effectiveness in the transfer of responsibility.

4.0 Recommendation

Engineering recommends supplementing contract I-11-4026 for construction management services in the amount of $160,994.00.

5.0 Impact on Funding

The funding source for the $160,994.00 supplement to I-11-4026 is MI-57-02. The funding is part of the budget for construction management services currently included in the Move Illinois Program for construction of Phase 2 of the I-294/I-57 corridor. There is no impact on overall funding for the corridor.

Expenditures	2011-2018	2019	2020	TOTAL
Current	$16,848,331.21	$1,750,605.81	$55,392.48	$18,654,329.50
Proposed	$16,848,331.21	$1,164,898.61	$802,093.68	$18,815,323.50

6.0 Actions Required

Action	Responsible Party
1. Approval of Staff Summary Sheet	Engineering and Executive Staff
2. Tollway Board Approval	Chief Engineering Officer
3.	

Show directory information and instructions

Search Parameters

Edit Parameters | Clear Parameters

Certifications	**Business Enterprises owned by People with Disabilities (BEPD)** **Disadvantaged Business Enterprise (DBE)** **Minority Business Enterprise (MBE)** **Veteran Business Enterprise (VBE)** **Women Business Enterprise (WBE)** **Persons with Disabilities Business Enterprise (PDBE)**
Business Name/DBA	**KNIGHT E/A, INC.**

Search Results

0 firms with **0** certifications found

Click the certification type for contact information and certification details

Your search parameters did not return any matches. Modify the information in the fields above and click **Search Again**.

Office of the Secretary of State Jesse White
CYBERDRIVEILLINOIS.COM

Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number	60279969
Entity Name	KNIGHT E/A, INC.
Status	ACTIVE

Entity Information

Entity Type	CORPORATION
Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	Wednesday, 30 December 1998
State	ILLINOIS
Duration Date	PERPETUAL

Agent Information

Name
MELISSA M MULHERN

Address
221 N LASALLE ST STE 300
CHICAGO , IL 60601

Change Date
Wednesday, 10 December 2003

Annual Report

Filing Date
Wednesday, 13 November 2019

For Year
2019

Officers

President
Name & Address
KEVIN E LENTZ 3919 NORTH RIDGE ARLINGTON HEIGHTS 6000

Secretary
Name & Address
MELISSA M MULHERN 3742 N LEAVITT CHICAGO IL 60618

Old Corp Name

11/26/2003
KNIGHT INFRASTRUCTURE, INC.

Return to Search

File Annual Report

Adopting Assumed Name

Articles of Amendment Effecting A Name Change

Change of Registered Agent and/or Registered Office

(One Certificate per Transaction)

This information was printed from www.cyberdriveillinois.com, the official website of the Illinois Secretary of State's Office. Fri May 08 2020

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 14:17 05/08/20

ACTION: S

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

DISCLAIMER:
AS OF 05/08/20 AT 14:26 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.

*

Knight E/A , Inc.

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 14:17 05/08/20

ACTION: S

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

DISCLAIMER:
AS OF 05/08/20 AT 14:35 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *****[redacted] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

GSG Material Testing, Inc.

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 14:17 05/08/20

ACTION: S

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

DISCLAIMER:
AS OF 05/08/20 AT 14:30 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.

*

American Surveying and Engineering

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

CONSTRUCTION MANAGER
SECOND SUPPLEMENTAL AGREEMENT

The Board of Directors, on the **30th** day of **April**, **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 **KNIGHT E/A, INC.**, a **corporation** authorized and existing within the laws of the State of Illinois, hereinafter sometimes referred to as "CONSTRUCTION MANAGER".

W I T N E S S E T H:

WHEREAS, the TOLLWAY selected CONSTRUCTION MANAGER from **PSB 11-4, Item 12,** and CONSTRUCTION MANAGER entered into an agreement on **March 22, 2012**, to provide construction management services (hereinafter "Services"") for Contract No. **I-11-4026** for **New Interchange at Mile Post 7.6, Tri-State Tollway(I-294) and Interstate 57 (I-57)**; and

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

WHEREAS, CONSTRUCTION MANAGER has submitted a proposal dated **April 3, 2020**, a copy of which is attached hereto as Exhibit "1", to provide said additional Services, and it is in the best interest of the TOLLWAY to accept said proposal.

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

ARTICLE I

General Provisions

Except as modified or changed herein, all terms, provisions and conditions contained in the original agreement between the TOLLWAY and the CONSTRUCTION MANAGER dated **March 22, 2012** ("Original Agreement") and commonly referred to as Contract No. **I-11-4026** and any prior supplements, shall govern this agreement and be in full force and effect, however, any changes to multipliers, unit costs, prices and/or rates of compensation shall only be applied to Services rendered solely under this Supplement pursuant to changes in the scope of work. The supplemental proposal attached as Exhibit "1" is hereby incorporated into and made a part of this **SECOND** Supplemental Agreement.

ARTICLE II

Time of Performance

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

ARTICLE III

Reaffirmation of Original Agreement

All covenants and agreements contained in the Original Agreement made and entered into by and between the TOLLWAY and CONSTRUCTION MANAGER and any and all prior Supplemental Agreements, if any, to provide Services for Contract No. **I-11-4026** for **New Interchange at Mile Post 7.6, Tri-State Tollway(I-294) and Interstate 57 (I-57)** are reaffirmed and shall govern this Agreement as if fully set forth herein, it being the intent that this Agreement shall be a supplement to said agreement(s).

ARTICLE IV

Record Retention and Audit

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

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

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

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

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

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

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

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

ARTICLE VI

Compensation

The upper limit of compensation for said supplemental Services for Contract No. **I-11-4026** for **New Interchange at Mile Post 7.6, Tri-State Tollway(I-294) and Interstate 57 (I-57)** performed by the CONSTRUCTION MANAGER under the Original Agreement and including the services set forth herein, is hereby increased from $**18,654,329.50** by $**160,994.00** to $**18,815,323.50**.

ARTICLE VII

Report of a Change in Circumstances

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

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

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

ARTICLE VIII

EXPATRIATED ENTITIES

Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.

IN WITNESS WHEREOF, the parties hereto have executed this **SECOND** SUPPLEMENTAL AGREEMENT for **I-11-4026** the day and year first above written.

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By [redacted] 06/29/2020
Chairman/CEO - Signature Date
Willard S. Evans, Jr.

KNIGHT E/A, INC.

[redacted] 6/02/2020
President-Signature Date

Kevin E. Lentz
Printed Name as Signed Above

APPROVED:

[redacted] 06/29/2020
Executive Director - Signature Date
Jose Alvarez

APPROVED:

[redacted] 06/26/2020
Chief Financial Officer - Signature Date
Cathy R. Williams

APPROVED:

[redacted] 06/23/2020
General Counsel – Signature Date
Kathleen Pasulka-Brown

Approved as to Form and Constitutionality

[redacted] 06/19/2020
Attorney General, State of Illinois - Signature Date

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

FOR CONTRACT NUMBER I-11-4026

This proposal, dated April 3, 2020, is submitted by Knight E/A, Inc. of Chicago, Illinois for Construction Manager's Service.

DESCRIPTION/LOCATION OF CONSTRUCTION SECTION

The location of the construction Contract I-11-4026 for which we propose to provide Construction Manager Services is New Intervhange at Mile Post 7.6, Tri-State Tollway (I-294) and Interstate 57 (I-57), 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 CONSTRUCTION MANAGER SERVICES

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

FEE PROPOSAL

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

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

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

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

AGREEMENT LIMITS

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

The Upper Limit Compensation shall be increased

from $ 18,654,329.50 by $ 160,994.00 to $ 18,815,323.50.

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

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

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

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

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

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

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

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

INVOICES for services performed and expenses incurred through December 31st must be submitted to the TOLLWAY no later than February 28th of the subsequent year. The CONSTRUCTION MANAGER expressly acknowledges that the TOLLWAY, at its discretion, reserves the right not to honor any delinquent INVOICE if the CONSTRUCTION MANAGER fails to obtain prior written approval from the Chief

Engineering Officer for an alternative INVOICE submission date. CONSTRUCTION MANAGER will request such approval or an INVOICE submittal extension no later than February 15th.

PARTIAL PAYMENTS

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

REVISIONS TO SUPPLEMENTAL SCOPE OF WORK

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

THIS PROPOSAL FOR SUPPLEMENTAL CONSTRUCTION MANAGER SERVICES FOR

CONTRACT I-11-4026

SUBMITTED BY:

FIRM NAME:	Knight, E/A, Inc.
ADDRESS:	221 N. LaSalle Street, Suite 300
CITY, STATE & ZIP CODE:	Chicago, IL 60601
TELEPHONE:	(312) 577-3300
FACSIMILE:	(312) 577-3526
SIGNED BY:	[redacted]
PRINTED NAME:	Eugene A. Joynt, P.E.
TITLE:	Vice President Construciton Services

KNIGPAR-01 SMCGRATH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/30/2020

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
Mesirow Insurance Services, Inc.
353 N Clark St 11th Floor
Chicago, IL 60654

CONTACT NAME
PHONE (A/C, No, Ext) (312) 595-6200 FAX (A/C, No)
E-MAIL ADDRESS

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A	National Fire Insurance Company of Hartford	20478
INSURER B	Valley Forge Insurance Company	20508
INSURER C	Continental Insurance Company	35289
INSURER D	Valley Forge Insurance Company	20508
INSURER E	Continental Casualty Company	20443
INSURER F		

INSURED
Knight Partners, LLC
Knight E/A, Inc.
221 N. LaSalle Street Suite 300
Chicago, IL 60601-1211

COVERAGES **CERTIFICATE NUMBER:** **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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		6056940717	2/5/2020	2/5/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE L MIT APPL ES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			6056940703	2/5/2020	2/5/2021	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 8,000,000
	EXCESS LIAB CLAIMS-MADE			6056940684	2/5/2020	2/5/2021	AGGREGATE	$ 8,000,000
	DED X RETENTION $ 0							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		6056940698	2/5/2020	2/5/2021	E.L. EACH ACC DENT	$ 1,000,000
	If yes, describe under DESCR PTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Professional Liab.			AEH591916912	2/5/2020	2/5/2021	Occ/Agg	5,000,000
A	Commercial Property			6056940717	2/5/2020	2/5/2021	Valuable Papers	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Knight Project #7034. Professional Construction Engineering Services in connection to Contract #I-11-4026, Corridor Construction Management and Construction Management I-294/IL 57 Tri-State Tollway M.P. 7.6(I-57) The Illinois State Toll Highway Authority and Illinois Department of Transportation are hereby included as additional insureds for General Liability and Auto Liability as required by written contract.

CERTIFICATE HOLDER

Illinois State Toll Highway Authority
2700 W. Ogden Avenue
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
[redacted]

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DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: KNIGHT PARTNERS, LLC

Endorsement Effective Date: 02/05/2020

SCHEDULE
Name Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION THAT THE NAMED INSURED IS OBLIGATED TO PROVIDE INSURANCE WHERE REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT IS AN INSURED,BUT ONLY WITH RESPECT TO LEGAL RESPONSIBILITY FOR ACTS OR OMISSIONS OF A PERSON/ORGANIZATION FOR WHOM LIABILITY COVERAGE IS AFFORDED UNDER THIS POLICY
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.

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ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE
Name of Additional Insured Person Or Organization
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** - LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: KNIGHT PARTNERS, LLC

Endorsement Effective Date: 02/05/2020

SCHEDULE
Name(s) Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.
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.

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CNA PARAMOUNT

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. in the performance of your ongoing operations subject to such **written contract**; or

B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. the **written contract** requires you to provide the additional insured such coverage; and

2. this **coverage part** provides such coverage.

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

A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. additional insured coverage with "arising out of" language; or

C. additional insured coverage to the greatest extent permissible by law;

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

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

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

A. coverage broader than required by the **written contract**; or

B. a higher limit of insurance than required by the **written contract**.

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

A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. supervisory, inspection, architectural or engineering activities; or

B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

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

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Primary and Noncontributory Insurance

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

1. primary and non-contributing with other insurance available to the additional insured; or

2. primary and to not seek contribution from any other insurance available to the additional insured.

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

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

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

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

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;

2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and

3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

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

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

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

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. the **bodily injury** or **property damage**; or

2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

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

All other terms and conditions of the Policy remain unchanged.

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

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CNA PARAMOUNT

Contractors' General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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26. **Wrap-Up Extension: OCIP CCIP, or Consolidated (Wrap-Up) Insurance Programs**

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1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **H.** below.

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

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The

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coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

b. the construction, erection, or removal of elevators; or

c. the ownership, maintenance or use of any elevators covered by this insurance; or

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

a. **Bodily injury**, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

b. **Bodily injury** or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:

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a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

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b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership, limited liability company or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:

a. bodily injury or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. personal or advertising injury caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions **k.** and **l.** and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

Property damage to **your product** arising out of it, or any part of it except when caused by or resulting from:

(1) fire;

(2) smoke;

(3) collapse; or

(4) explosion.

l. Damage to Your Work

Property damage to **your work** arising out of it, or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply:

(1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or

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(2) If the cause of loss to the damaged work arises as a result of:

(a) fire;

(b) smoke;

(c) collapse; or

(d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage** to **your product** and **your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage** to **your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

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A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

C. The following definition is added to **DEFINITIONS**:

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

Property damage means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the $100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for

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claims arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;

2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. 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 shown in the Declarations, regardless of the number of projects involved.

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E. If a single construction project away from premises owned by or rented to the **Insured** has been 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.

F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

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any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

(1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

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(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs **(a)**, **(b)**, **(c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED**.

D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;

b. the **bodily injury** or **property damage** first occurred after such termination date; and

c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph **c.** above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **j. Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

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j. Damage to Property

Property damage to:

(1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;

(3) Property loaned to the **Named Insured**;

(4) Personal property in the care, custody or control of the **Insured**;

(5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph **(2)** of this exclusion does not apply if the premises are **your work**.

Paragraphs (**3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to **property damage** to:

i. tools, or equipment the **Named Insured** borrows from others, nor

ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs **(3)** and **(4)** does not apply to:

a. property at a job site awaiting or during such property's installation, fabrication, or erection;

b. property that is **mobile equipment** leased by an **Insured**;

c. property that is an **auto**, aircraft or watercraft;

d. property in transit; or

e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

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B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

C. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds $1,000. The Insurer has the right but not the duty to pay any portion of this $1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

D. Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

a. $500,000; or

b. The Damage To Premises Rented To You Limit shown in the Declarations.

E. Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

17. MEDICAL PAYMENTS

A. LIMITS OF INSURANCE is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) $15,000 unless a different amount is shown here: $N,NNN,NNN,NNN; or

(2) the amount shown in the Declarations for Medical Expense Limit.

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B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C** – **Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and

3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

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This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision **1. ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES**, **Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES**, **Coverage A** – **Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

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B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or

2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and

2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim**.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury**, **property damage**, or **personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

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2. **Bodily injury** or **property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition **4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. **DEFINITIONS** is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and

2. the common areas and structures appurtenant to the structures in paragraph **1.** (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

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

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LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT

This endorsement applies only to work subject to the Longshore and Harbor Workers' Compensation Act in a state shown in the Schedule. The policy applies to that work as though that state were listed in Item 3.A. of the Information Page.

General Section C. **Workers' Compensation Law** is replaced by the following:

C. **Workers' Compensation Law**

Workers' Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This endorsement does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

Schedule

State	Longshore and Harbor Workers' Compensation Act Coverage Percentage
I inois	27.0%
Iowa	107.0%
Wisconsin	61.0%

The rates for classifications with code numbers not followed by the letter "F" are rates for work not ordinarily subject to the Longshore and Harbor Workers' Compensation Act. If this policy covers work under such classifications, and if the work is subject to the Longshore and Harbor Workers' Compensation Act, those non-F classification rates will be increased by the Longshore and Harbor Workers' Compensation Act Coverage Percentage shown in the Schedule.

All other terms and conditions of the policy remain unchanged.

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

Copyr ght 1983, 1991 Nat ona Counc on Compensat on nsurance.

Contract Information Sheet

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

Consultant Name: *Knight E/A, Inc.*

Contract Number: *I-11-4026*

Proposal Date: *4/3/2020*

Exhibit Pointers: Editable cells in each exhibit are underlined in red

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

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

PSB 18-1 and Later ONLY

Contract Number: I-11-4026 **Consultant:** Knight E/A, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

										Grand Total Exhibit A Hours			860
	MONTHS of YEAR 2020												TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Construction Inspection													
Project Engineer						120	160						280
Construciotn Engineer						120							120
Engineer IV						120	80						200
Documentation Engineer						100	160						260
TOTALS						460	400						860

Contract No.: I-11-4026 **Consultant:** Knight E/A, Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

860.00	$ 50.00	TOTAL DIRECT SALARY	$ 43,000.00
(Total Work Hours from Exhibit A)	(Average Hourly Rate)		

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 $ 120,400.00

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS $ 5,174.00

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) $ 35,420.00

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

TOTAL SERVICES BY OTHERS $ 35,420.00

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) $ 160,994.00

Contract No.: I-11-4026 **Consultant:** Knight E/A, Inc.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

A. **VEHICLE REIMBURSEMENT - rate based on link below**
http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx

B. **ALLOWABLE DIRECT COSTS - based on link below**
https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5

C. **OVERTIME PREMIUM**

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

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized) $ 5,174.00

Contract No.: I-11-4026 **Consultant:** Knight E/A, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Eugene Joynt, PE

Project Manager:

Project Engineer:

Resident Engineer: Adam Kwasneski, PE

Documentation Engineer: Donna Haas

Project Civil Engineer:

Project Structural Engineer:

Project Drainage Engineer:

Senior Engineer:

Others:

Name: Mannix Bugayong

Classification: Engineer IV - Materials Coordinator

Name:

Classification:

Name:

Classification:

Name:

Classification:

Exhibit F

Scope of Work

Construction Management Services Upon Request

Contract No. I-11-4026

Illinois State Toll Highway Authority

I. PROJECT DESCRIPTION

This project is to perform Phase III engineering services for the construction inspection, and supervision for the Tri-State Tollway and I-57 interchange in Cook County, Illinois.

The Consultant will perform on-site inspection, review layout of contract including design changes, provide geotechnical inspection and testing, prepare records, maintain documentation, submit pay estimates and change orders and any other duties requiring the services of an engineer to complete this project on a timely basis and in accordance with Tollway specifications. Tollway will determine the number of construction contracts for this interchange at a future date. The Consultant must complete and submit final measurements, calculations and final contract documents to the Tollway no later than six (6) weeks after completion of Punch List for the project.

II. CONSTRUCTION MANAGEMENT (CM) SERVICES

A. EXECUTION OF ENGINEERING SERVICES

The DSE shall furnish services in accordance with the articles contained in the Authority's CM Manual dated March 2018, and all applicable Tollway Criteria, Manuals and Bulletins.

III. REQUIRED SUBMITTALS TO THE AUTHORITY

Submittal requirements shall be in accordance with the CM Manual.

IV. ITEMS TO BE FURNISHED TO THE CONSTRUCTION MANAGER

In addition to the items to be provided as described in the CM Manual, the following will be supplied:

1. It shall be the responsibility of the CM to select the applicable reduced record drawings from the Tollway's GIS Site.
2. Digital Ortho-Imagery, contours, horizontal and vertical survey control and center line of the project limits.
3. Copies of ISTHA Standard Specifications, Standard Drawings, and ISTHA Design Criteria can be obtained from the Tollway's website.
4. Copy of contract documents for contracts referenced in Section I, above.

PROJECT SCHEDULE

Contract No. I-11-4026
Construction Management Services Upon Request

The anticipated contract and schedule is as follows:

Contract Designation	Contract Description	Construction Schedule
I-18-4433	Interstate 57 Median Reconstruction and I-57 and I-294 Interchange Ramp L	02/19 – 06/20

Attachment A

Web-based Project Management System

The Illinois Tollway has a Web-based Project Management System (System) that will be used by project participants on Tollway projects. The System provides a number of benefits to the project participants, including:

1) Simplification of communications/online collaboration.
2) Automated tracking of time-sensitive items.
3) Automated reporting.
4) Common document management and storage as electronic documents will reside in a central repository.
5) Audit trail of information so project participants will be able to determine who did what and when.
6) Real-time access and exchange of information.
7) Easy, secure, 24/7 access to project information over the Internet via a computer and an Internet browser.

The successful consultant must establish broadband Internet connectivity in order to effectively utilize the System (T1 is recommended) and must comply with all work instructions and procedures relating to its use. The consultant must furnish all hardware and software required to effectively utilize the System, including personal computers, peripheral software, virus protection software, System plug-ins, ActiveX installation, firewall configuration and high-speed document scanners. The consultant will be solely responsible for coordination between its subconsultants & suppliers, and the System. All document transmittals and written communication from the consultant to the Illinois Tollway must be made electronically via the System. In certain cases where "wet signatures" and/or stamps are required by the Tollway, document transmittals must be made simultaneously via the System for record and by traditional means for paper documents, unless the consultant is directed otherwise in writing by the Tollway. Once stamped/signed documents have been obtained, they must be scanned and uploaded to the System for record.

All consultant, subconsultant and supplier employees who will use the web-based system must complete the training provided by the Tollway prior to receiving access to the system. A valid e-mail address must be provided prior to training session. The consultant agrees to comply with all terms and conditions associated with use of the web-based project management system.

1.0 Consultant shall utilize ISTHA web based project management system to track and manage projects. System shall be an official record of all project communication. Consultant shall post copies of all project related documents on the System.

2.0 Within 14 calendar days of Notice to Proceed , Consultant shall designate a website manager (coordinator) who is to be the point of contact with ISTHA website implementation and support staff.

3.0 Consultant is required but not limited to submit the following using the System:

3.1 Submittal schedule, submittals shall be processed using the System to provide a record of activity.

3.2 Progress reports.

3.3 Inspection reports.

3.4 Requests for information, project clarifications, general communication and project related issues.

3.5 Meeting agendas, no later than 3 days before meeting.

3.6 Minutes of meetings, no later than 3 days after each progress meeting date, distribute copies of minutes via the System to each party present and to other parties who should have been present. Include a brief summary in narrative form of progress since the previous meeting and report.

4.0 Document submission requirements. Project documents transmitted via the System must comply with the following electronic formats:

4.1 Documents that are marked up or unavailable in electronic format (drawings, sketches, correspondence, etc. generated by hand drafting methods) shall be scanned to PDF (.pdf) , black and white with maximum resolution of 200dpi using CCITT Group 4 (2d Fax) compression.

4.2 Documents that have been generated using Adobe Acrobat PDF printer drivers (not scanned) shall be submitted to the System.

4.3 Electronic photographs shall be submitted in JPEG (.JPG) file format, sized at a minimum resolution of 1024x768 pixels.

4.4 Grayscale or color photo images that are scanned shall be saved in JPEG (.JPG) file format with medium to low quality compression at a maximum resolution of 200 dpi.

4.5 Product data that is available for download from the Manufacturer's website, that has been generated using Adobe Acrobat .PDF printer drivers (not scanned) may also be submitted via the System.

System Requirements	
Operating System	Windows XP
Internet Browser	Internet Explorer version 6.0 or greater
Processor Speed	2.0 GHz or greater
System Memory (RAM)	512 Megabytes or greater
Hard Drive Space	1500 Megabytes (1.5Gb)
Display Resolution	1024x768 or greater
Connection Type	Broadband Internet Connection (T1) – If a T1 is not an available option, each System participant must have a dedicated (not shared) DSL or equivalent Internet connection.
Other hardware	CD-ROM or DVD drive
Recommended Professional Document Scanners[6]	
Medium Format Scanner[1]	Canon DR-5020 Document Scanner or equivalent
Medium Format Scanner[1]	Canon DR-5080C Document Scanner or equivalent
Medium Format Scanner[1]	Fujitsu M 4097D IPC Document Scanner or equivalent
Medium Format Scanner[1]	Fujitsu M 4097D VRS Document Scanner or equivalent
Medium Format Scanner[1]	Epson GT-30000 Document Scanner or equivalent
Large Format Scanner[1]	Océ TDS610 36" Monochrome Scanner or equivalent
Large Format Scanner[1]	Océ TDS810 36" Monochrome Scanner or equivalent
Large Format Scanner[1]	Vidar Select P36 Color Scanner or equivalent
Large Format Scanner[1]	Vidar Select MP36 MonochromeScanner or equivalent
Required Additional Software	
Portable Document Format(.PDF) file reader	Adobe Acrobat Reader[2]
Portable Document Format(.PDF) file generator	Adobe Acrobat[3]
ZIP File compression utility	WinZip[4] or equal

[1] Large and medium format scanning may also be outsourced to a digital reproduction house in your locale.

[2] Adobe Acrobat Reader is free software available for download at http://www.adobe.com/

[3] Adobe Acrobat is not a free software and must be purchased. At least one copy of the software must be purchased by the Consultant and must reside on a PC accessible to all users within the Consultant's office. The purchase and installation of multiple copies is recommended.

[4] A fully functional evaluation version of WinZip is available for download at http://www.winzip.com/, alternative free file compression utility is 7-zip available at http://www.7-zip.org/

Note: The scanner models specified meet the requirements of website usage and are provided for information purposes only. Scanner models may change or be discontinued by the manufacturer.

EXHIBIT G

Contract No. I-18-4701

Knight E/A, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
I-13-4623	IL-19 Interchange on the EOWA	$8,326,800.72	$1,866,814.74	6/30/2021
I-11-4014	Sub to CH2M Elgin O'Hare Western Bypass Tollway Design Corridor Manager	$15,913,606.65	$438,177.57	11/30/2020
RR-15-9975	Sub to WSP General Engineering Consultant	$12,466,638.08	$4,547,787.23	12/30/2021
RR-18-4377	Sub to Ardmore Systemwide Facility CM	$260,000.00	$158,495.36	12/30/2020
I-8-4701	CM for CCM/OR EOWA Corridor	$78,885,635.66	$76,616,948.58	12/31/2027
PTB 170-024	Mazonia Braidwood; Reclamation Design, Engineering, and	$605,393.13	$468,403.78	12/31/2023
PTB 147-042	I-64 Phase I/II Structures over Wabash River	$2,082,888.49	$28,213.05	10/30/2018

EXHIBIT G

Contract No. I-18-4701

Knight E/A, 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
PTB 169-018	FAP 326 (IL 47), Phase II	$2,486,977.00	$989,369.59	12/31/2019
PTB 157-004	IL 7 (159th Street) from I-355 to Will-Cook Road, Phase II	$3,299,417.00	$302,755.41	6/30/2019
PTB 165-001	IL 19 (Irving Park Road) at York Road, Phase III	$7,568,711.00	$6,909.21	9/30/2019
PTB 169-017	I-55 at Weber Road, Phase II	$4,849,191.00	$56,527.05	9/30/2019
PTB 172-017	Various Phase I/II Projects, Various Routes, Various Counties,	Per Task Order	$19,220.49	8/21/2024
PTB 175-012	I-90 at Old Orchard Road, Phase II	$1,014,756.00	$122,069.98	6/16/2026
PTB 178-001	FAP 346 (US 41) at Deerpath Road Storm Water Pump Station, Phase II	$1,989,291.00	$531,513.92	10/31/2019
PTB 182-007	FAI 55 (I-55); from I-80 to US 52, Phase I Project.	$5,709,807.00	$1,961,677.90	6/30/2019
PTB 184-003	FAI 90 (I-90) at FAI 290 (I-290) Phase III	$5,149,922.00	$2,454,458.90	12/31/2019
PTB 159-022	FAI 57 (I-57) at CH 8, Phase II	$357,809.00	$4,656.08	10/26/2021
PTB 163-014	Des Plaines River Road, Phase II	$851,845.00	$31,992.96	10/31/2019

EXHIBIT G

Contract No. I-18-4701

Knight E/A, 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
Bulletin 181 Project # 102-313-047	Department of Natural Resources Replace Sewage Treatment Plants and Shower Building Kankakee River Conservation Area and State Park – Kankakee County	$197,524.00	$60,180.04	6/30/2019
04-212-015 Project # 14042010	Historic Preservation Agency (Florence Hotel)	$84,380.00	$31,006.53	On Hold
17020910 Project: 630-000-212	Various Improvements Statewide Program	$319,800.00	$155,062.20	12/31/2019
18022010 Project: 630-000-234	Repr/Rpac Overhead Door Headers, Replce Siding, Update Exhaust Sys & Wash Bays Statewide Program	$34,442.00	$34,442.00	2/13/2019

Contract No.: I-11-4026 **Consultant:** Knight E/A, 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 must include Exhibit H and attach Exhibits A-B, D-G for second tier subconsultants.

DBE/MBE/WBE SUBCONSULTANTS

1	GSG Material Testing, Inc.				
	Direct Labor	$ 27,241.20			
	Direct Costs	$ 1,778.80			
	Services by Others				
	Additional Services **				
	Total this Subconsultant (ULC)		$ 29,020.00		
2	American Surveying & Engineering, P.C.				
	Direct Labor	$ 6,400.00			
	Direct Costs				
	Services by Others				
	Additional Services **				
	Total this Subconsultant (ULC)		$ 6,400.00		
3					
	Direct Labor				
	Direct Costs	$ -			
	Services by Others	$ -			
	Additional Services **	$ -			
	Total this Subconsultant (ULC)		$ -		
4					
	Direct Labor				
	Direct Costs	$ -			
	Services by Others	$ -			
	Additional Services **	$ -			
	Total this Subconsultant (ULC)		$ -		
5					
	Direct Labor				
	Direct Costs	$ -			
	Services by Others	$ -			
	Additional Services **	$ -			
	Total this Subconsultant (ULC)		$ -		
7					
	Direct Labor				
	Direct Costs			$ -	
	Services by Others			$ -	
	Additional Services **			$ -	
	Total this Subconsultant (ULC)				
8					
	Direct Labor				
	Direct Costs			$ -	
	Services by Others			$ -	
	Additional Services **			$ -	
	Total this Subconsultant (ULC)				
9					
	Direct Labor				
	Direct Costs			$ -	
	Services by Others			$ -	
	Additional Services **			$ -	
	Total this Subconsultant (ULC)				
10					
	Direct Labor				
	Direct Costs			$ -	
	Services by Others			$ -	
	Additional Services **			$ -	
	Total this Subconsultant (ULC)				
11					
	Direct Labor				
	Direct Costs			$ -	
	Services by Others			$ -	
	Additional Services **			$ -	
	Total this Subconsultant (ULC)				

Project No. I-11-4026 **Consultant:** Knight E/A, 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			6		
Direct Labor			Direct Labor		
Direct Costs			Direct Costs	$ -	
Services by Others			Services by Others	$ -	
Additional Services **			Additional Services **	$ -	
Total this Subconsultant (ULC)		$ -	Total this Subconsultant (ULC)		$ -
2			7		
Direct Labor			Direct Labor	$ -	
Direct Costs			Direct Costs	$ -	
Services by Others			Services by Others	$ -	
Additional Services **			Additional Services **	$ -	
Total this Subconsultant (ULC)		$ -	Total this Subconsultant (ULC)		$ -
3			8		
Direct Labor	$ -		Direct Labor	$ -	
Direct Costs	$ -		Direct Costs	$ -	
Services by Others	$ -		Services by Others	$ -	
Additional Services **	$ -		Additional Services **	$ -	
Total this Subconsultant (ULC)		$ -	Total this Subconsultant (ULC)		$ -
4			9		
Direct Labor	$ -		Direct Labor	$ -	
Direct Costs	$ -		Direct Costs	$ -	
Services by Others	$ -		Services by Others	$ -	
Additional Services **	$ -		Additional Services **	$ -	
Total this Subconsultant (ULC)		$ -	Total this Subconsultant (ULC)		$ -
5			10		
Direct Labor	$ -		Direct Labor	$ -	
Direct Costs	$ -		Direct Costs	$ -	
Services by Others	$ -		Services by Others	$ -	
Additional Services **	$ -		Additional Services **	$ -	
Total this Subconsultant (ULC)		$ -	Total this Subconsultant (ULC)		$ -

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: *GSG Material Testing, Inc.*

Contract Number: *I-11-4026*

Proposal Date: *4/3/2020*

Exhibit Pointers: Editable cells in each exhibit are underlined in red

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

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

PSB 18-1 and Later ONLY

Contract Number: I-11-4026-Supp2 **Consultant:** GSG Material Testing, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

										Grand Total Exhibit A Hours			235
	MONTHS of YEAR 2020												TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Construction Inspection				140	65	30							235
TOTALS				140	65	30							235

Contract No.: I-11-4026-Supp2 **Consultant:** GSG Material Testing, Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

235.00 (Total Work Hours from Exhibit A)	$ 41.40 (Average Hourly Rate)	TOTAL DIRECT SALARY	$ 9,729.00

Multiplier to be used on this project: **2.80**

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

DIRECT REGULAR SALARY TIMES MULTIPLIER $ 27,241.20

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS $ 1,778.80

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) $ 29,020.00

Contract No.: I-11-4026-Supp2 **Consultant:** GSG Material Testing, Inc.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

A. **VEHICLE REIMBURSEMENT - rate based on link below**
http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx

B. **ALLOWABLE DIRECT COSTS - based on link below**
https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5

C. **OVERTIME PREMIUM**

D. **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
Printing
Aggregate Gradation @ $125/each
Concrete Cylinders @ $30/each
Moisture Content @ $10/each
Standard Proctor @ 200
Modified Proctor @ 250
Organic Content (Dry) @ $50/each
Atterberg Limits @ $95
Grain size (Sieve and Hydrometer) @ $145
Extraction and Gradation (Reflux) @ $250
Extraction (Ignitoin Oven)@ $195/Each
Asphalt Core Density @ $75/Each
Maximum Specific Gravity "D" @ $175/Each
Bulk Density"d" (Gyration) @$395/each
Sample / Cylinder Pick-Up $60/trip

TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized) $ 1,778.80

Contract No.: I-11-4026 **Consultant:** GSG Material Testing, 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 Work

Construction Management Services Upon Request

Contract No. I-11-4026

Illinois State Toll Highway Authority

I. PROJECT DESCRIPTION

This project is to perform Phase III engineering services for the construction inspection, and supervision for the Tri-State Tollway and I-57 interchange in Cook County, Illinois.

The Consultant will perform on-site inspection, review layout of contract including design changes, provide geotechnical inspection and testing, prepare records, maintain documentation, submit pay estimates and change orders and any other duties requiring the services of an engineer to complete this project on a timely basis and in accordance with Tollway specifications. Tollway will determine the number of construction contracts for this interchange at a future date. The Consultant must complete and submit final measurements, calculations and final contract documents to the Tollway no later than six (6) weeks after completion of Punch List for the project.

II. CONSTRUCTION MANAGEMENT (CM) SERVICES

A. EXECUTION OF ENGINEERING SERVICES

The DSE shall furnish services in accordance with the articles contained in the Authority's CM Manual dated March 2018, and all applicable Tollway Criteria, Manuals and Bulletins.

III. REQUIRED SUBMITTALS TO THE AUTHORITY

Submittal requirements shall be in accordance with the CM Manual.

IV. ITEMS TO BE FURNISHED TO THE CONSTRUCTION MANAGER

In addition to the items to be provided as described in the CM Manual, the following will be supplied:

1. It shall be the responsibility of the CM to select the applicable reduced record drawings from the Tollway's GIS Site.
2. Digital Ortho-Imagery, contours, horizontal and vertical survey control and center line of the project limits.
3. Copies of ISTHA Standard Specifications, Standard Drawings, and ISTHA Design Criteria can be obtained from the Tollway's website.
4. Copy of contract documents for contracts referenced in Section I, above.

PROJECT SCHEDULE

Contract No. I-11-4026
Construction Management Services Upon Request

The anticipated contract and schedule is as follows:

Contract Designation	Contract Description	Construction Schedule
I-18-4433	Interstate 57 Median Reconstruction and I-57 and I-294 Interchange Ramp L	02/19 – 06/20

Attachment A

Web-based Project Management System

The Illinois Tollway has a Web-based Project Management System (System) that will be used by project participants on Tollway projects. The System provides a number of benefits to the project participants, including:

1) Simplification of communications/online collaboration.
2) Automated tracking of time-sensitive items.
3) Automated reporting.
4) Common document management and storage as electronic documents will reside in a central repository.
5) Audit trail of information so project participants will be able to determine who did what and when.
6) Real-time access and exchange of information.
7) Easy, secure, 24/7 access to project information over the Internet via a computer and an Internet browser.

The successful consultant must establish broadband Internet connectivity in order to effectively utilize the System (T1 is recommended) and must comply with all work instructions and procedures relating to its use. The consultant must furnish all hardware and software required to effectively utilize the System, including personal computers, peripheral software, virus protection software, System plug-ins, ActiveX installation, firewall configuration and high-speed document scanners. The consultant will be solely responsible for coordination between its subconsultants & suppliers, and the System. All document transmittals and written communication from the consultant to the Illinois Tollway must be made electronically via the System. In certain cases where "wet signatures" and/or stamps are required by the Tollway, document transmittals must be made simultaneously via the System for record and by traditional means for paper documents, unless the consultant is directed otherwise in writing by the Tollway. Once stamped/signed documents have been obtained, they must be scanned and uploaded to the System for record.

All consultant, subconsultant and supplier employees who will use the web-based system must complete the training provided by the Tollway prior to receiving access to the system. A valid e-mail address must be provided prior to training session. The consultant agrees to comply with all terms and conditions associated with use of the web-based project management system.

1.0 Consultant shall utilize ISTHA web based project management system to track and manage projects. System shall be an official record of all project communication. Consultant shall post copies of all project related documents on the System.

2.0 Within 14 calendar days of Notice to Proceed , Consultant shall designate a website manager (coordinator) who is to be the point of contact with ISTHA website implementation and support staff.

3.0 Consultant is required but not limited to submit the following using the System:

3.1 Submittal schedule, submittals shall be processed using the System to provide a record of activity.

3.2 Progress reports.

3.3 Inspection reports.

3.4 Requests for information, project clarifications, general communication and project related issues.

3.5 Meeting agendas, no later than 3 days before meeting.

3.6 Minutes of meetings, no later than 3 days after each progress meeting date, distribute copies of minutes via the System to each party present and to other parties who should have been present. Include a brief summary in narrative form of progress since the previous meeting and report.

4.0 Document submission requirements. Project documents transmitted via the System must comply with the following electronic formats:

4.1 Documents that are marked up or unavailable in electronic format (drawings, sketches, correspondence, etc. generated by hand drafting methods) shall be scanned to PDF (.pdf) , black and white with maximum resolution of 200dpi using CCITT Group 4 (2d Fax) compression.

4.2 Documents that have been generated using Adobe Acrobat PDF printer drivers (not scanned) shall be submitted to the System.

4.3 Electronic photographs shall be submitted in JPEG (.JPG) file format, sized at a minimum resolution of 1024x768 pixels.

4.4 Grayscale or color photo images that are scanned shall be saved in JPEG (.JPG) file format with medium to low quality compression at a maximum resolution of 200 dpi.

4.5 Product data that is available for download from the Manufacturer's website, that has been generated using Adobe Acrobat .PDF printer drivers (not scanned) may also be submitted via the System.

System Requirements	
Operating System	Windows XP
Internet Browser	Internet Explorer version 6.0 or greater
Processor Speed	2.0 GHz or greater
System Memory (RAM)	512 Megabytes or greater
Hard Drive Space	1500 Megabytes (1.5Gb)
Display Resolution	1024x768 or greater
Connection Type	Broadband Internet Connection (T1) – If a T1 is not an available option, each System participant must have a dedicated (not shared) DSL or equivalent Internet connection.
Other hardware	CD-ROM or DVD drive
Recommended Professional Document Scanners[6]	
Medium Format Scanner[1]	Canon DR-5020 Document Scanner or equivalent
Medium Format Scanner[1]	Canon DR-5080C Document Scanner or equivalent
Medium Format Scanner[1]	Fujitsu M 4097D IPC Document Scanner or equivalent
Medium Format Scanner[1]	Fujitsu M 4097D VRS Document Scanner or equivalent
Medium Format Scanner[1]	Epson GT-30000 Document Scanner or equivalent
Large Format Scanner[1]	Océ TDS610 36" Monochrome Scanner or equivalent
Large Format Scanner[1]	Océ TDS810 36" Monochrome Scanner or equivalent
Large Format Scanner[1]	Vidar Select P36 Color Scanner or equivalent
Large Format Scanner[1]	Vidar Select MP36 MonochromeScanner or equivalent
Required Additional Software	
Portable Document Format(.PDF) file reader	Adobe Acrobat Reader[2]
Portable Document Format(.PDF) file generator	Adobe Acrobat[3]
ZIP File compression utility	WinZip[4] or equal

[1] Large and medium format scanning may also be outsourced to a digital reproduction house in your locale.

[2] Adobe Acrobat Reader is free software available for download at http://www.adobe.com/

[3] Adobe Acrobat is not a free software and must be purchased. At least one copy of the software must be purchased by the Consultant and must reside on a PC accessible to all users within the Consultant's office. The purchase and installation of multiple copies is recommended.

[4] A fully functional evaluation version of WinZip is available for download at http://www.winzip.com/, alternative free file compression utility is 7-zip available at http://www.7-zip.org/

Note: The scanner models specified meet the requirements of website usage and are provided for information purposes only. Scanner models may change or be discontinued by the manufacturer.

EXHIBIT G

Contract No. I-11-4026

GSG Material Testing, 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
4293	QA Testing - Various Locations	$80,000.00	$40,000.00	12/31/2018
4281	QA Testing - Various Locations	$94,684.00	$55,000.00	12/31/2018
9975	GEC	$1,012,734.00	$820,000.00	12/31/2021

Contract No.: I-11-4026 **Consultant:** GSG Material Testing, 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 must include Exhibit H and attach Exhibits A-B, D-G for second tier subconsultants.

DBE/MBE/WBE SUBCONSULTANTS

1			7		
	Direct Labor			Direct Labor	
	Direct Costs			Direct Costs	$ -
	Services by Others			Services by Others	$ -
	Additional Services **			Additional Services **	$ -
	Total this Subconsultant (ULC)	$ -		Total this Subconsultant (ULC)	
2			8		
	Direct Labor			Direct Labor	
	Direct Costs			Direct Costs	$ -
	Services by Others			Services by Others	$ -
	Additional Services **			Additional Services **	$ -
	Total this Subconsultant (ULC)	$ -		Total this Subconsultant (ULC)	
3			9		
	Direct Labor			Direct Labor	
	Direct Costs	$ -		Direct Costs	$ -
	Services by Others	$ -		Services by Others	$ -
	Additional Services **	$ -		Additional Services **	$ -
	Total this Subconsultant (ULC)	$ -		Total this Subconsultant (ULC)	
4			10		
	Direct Labor			Direct Labor	
	Direct Costs	$ -		Direct Costs	$ -
	Services by Others	$ -		Services by Others	$ -
	Additional Services **	$ -		Additional Services **	$ -
	Total this Subconsultant (ULC)	$ -		Total this Subconsultant (ULC)	
5			11		
	Direct Labor			Direct Labor	
	Direct Costs	$ -		Direct Costs	$ -
	Services by Others	$ -		Services by Others	$ -
	Additional Services **	$ -		Additional Services **	$ -
	Total this Subconsultant (ULC)	$ -		Total this Subconsultant (ULC)	

Project No. I-11-4026 **Consultant:** GSG Material Testing, 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			6		
Direct Labor			Direct Labor		
Direct Costs			Direct Costs	$ -	
Services by Others			Services by Others	$ -	
Additional Services **			Additional Services **	$ -	
Total this Subconsultant (ULC)		$ -	Total this Subconsultant (ULC)		$ -
2			7		
Direct Labor			Direct Labor	$ -	
Direct Costs			Direct Costs	$ -	
Services by Others			Services by Others	$ -	
Additional Services **			Additional Services **	$ -	
Total this Subconsultant (ULC)		$ -	Total this Subconsultant (ULC)		$ -
3			8		
Direct Labor	$ -		Direct Labor	$ -	
Direct Costs	$ -		Direct Costs	$ -	
Services by Others	$ -		Services by Others	$ -	
Additional Services **	$ -		Additional Services **	$ -	
Total this Subconsultant (ULC)		$ -	Total this Subconsultant (ULC)		$ -
4			9		
Direct Labor	$ -		Direct Labor	$ -	
Direct Costs	$ -		Direct Costs	$ -	
Services by Others	$ -		Services by Others	$ -	
Additional Services **	$ -		Additional Services **	$ -	
Total this Subconsultant (ULC)		$ -	Total this Subconsultant (ULC)		$ -
5			10		
Direct Labor	$ -		Direct Labor	$ -	
Direct Costs	$ -		Direct Costs	$ -	
Services by Others	$ -		Services by Others	$ -	
Additional Services **	$ -		Additional Services **	$ -	
Total this Subconsultant (ULC)		$ -	Total this Subconsultant (ULC)		$ -

** Additional services funds require prior authorization before use

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

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

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

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-11-4026*
Proposal Date:	*4/2/2020*

Exhibit Pointers

Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-11-4026 **Consultant:** AMERICAN SURVEYING & ENGINEERING, P.C.

EXHIBIT A: ESTIMATED TASK WORK HOURS

										Grand Total Exhibit A Hours			51
	MONTHS of YEAR 2020												TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Admin					1	1							2
Survey Support					23	23							46
QA/QC					2	1							3
TOTALS					26	25							51

Rev. 12/2019

Contract No.: I-11-4026 **Consultant:** AMERICAN SURVEYING & ENGINEERING, P.C.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

51.00 (Total Work Hours from Exhibit A)	$ 44.72 (Average Hourly Rate)	TOTAL DIRECT SALARY	$ 2,280.72

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 $ 6,386.02

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS $ 13.98

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) $ 6,400.00

Contract No.: I-11-4026 **Consultant:** AMERICAN SURVEYING & ENGINEERING, P.C.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

A. **VEHICLE REIMBURSEMENT - rate based on link below**
http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx

B. **ALLOWABLE DIRECT COSTS - based on link below**
https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5

C. **OVERTIME PREMIUM**

D. **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
Copy Costs

TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized) $ 13.98

Contract No.: I-11-4026 **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

Scope of Work

Construction Management Services Upon Request

Contract No. I-11-4026

Illinois State Toll Highway Authority

I. PROJECT DESCRIPTION

This project is to perform Phase III engineering services for the construction inspection, and supervision for the Tri-State Tollway and I-57 interchange in Cook County, Illinois.

The Consultant will perform on-site inspection, review layout of contract including design changes, provide geotechnical inspection and testing, prepare records, maintain documentation, submit pay estimates and change orders and any other duties requiring the services of an engineer to complete this project on a timely basis and in accordance with Tollway specifications. Tollway will determine the number of construction contracts for this interchange at a future date. The Consultant must complete and submit final measurements, calculations and final contract documents to the Tollway no later than six (6) weeks after completion of Punch List for the project.

II. CONSTRUCTION MANAGEMENT (CM) SERVICES

A. EXECUTION OF ENGINEERING SERVICES

The DSE shall furnish services in accordance with the articles contained in the Authority's CM Manual dated March 2018, and all applicable Tollway Criteria, Manuals and Bulletins.

III. REQUIRED SUBMITTALS TO THE AUTHORITY

Submittal requirements shall be in accordance with the CM Manual.

IV. ITEMS TO BE FURNISHED TO THE CONSTRUCTION MANAGER

In addition to the items to be provided as described in the CM Manual, the following will be supplied:

1. It shall be the responsibility of the CM to select the applicable reduced record drawings from the Tollway's GIS Site.
2. Digital Ortho-Imagery, contours, horizontal and vertical survey control and center line of the project limits.
3. Copies of ISTHA Standard Specifications, Standard Drawings, and ISTHA Design Criteria can be obtained from the Tollway's website.
4. Copy of contract documents for contracts referenced in Section I, above.

PROJECT SCHEDULE

Contract No. I-11-4026
Construction Management Services Upon Request

The anticipated contract and schedule is as follows:

Contract Designation	Contract Description	Construction Schedule
I-18-4433	Interstate 57 Median Reconstruction and I-57 and I-294 Interchange Ramp L	02/19 – 06/20

Attachment A

Web-based Project Management System

The Illinois Tollway has a Web-based Project Management System (System) that will be used by project participants on Tollway projects. The System provides a number of benefits to the project participants, including:

1) Simplification of communications/online collaboration.
2) Automated tracking of time-sensitive items.
3) Automated reporting.
4) Common document management and storage as electronic documents will reside in a central repository.
5) Audit trail of information so project participants will be able to determine who did what and when.
6) Real-time access and exchange of information.
7) Easy, secure, 24/7 access to project information over the Internet via a computer and an Internet browser.

The successful consultant must establish broadband Internet connectivity in order to effectively utilize the System (T1 is recommended) and must comply with all work instructions and procedures relating to its use. The consultant must furnish all hardware and software required to effectively utilize the System, including personal computers, peripheral software, virus protection software, System plug-ins, ActiveX installation, firewall configuration and high-speed document scanners. The consultant will be solely responsible for coordination between its subconsultants & suppliers, and the System. All document transmittals and written communication from the consultant to the Illinois Tollway must be made electronically via the System. In certain cases where "wet signatures" and/or stamps are required by the Tollway, document transmittals must be made simultaneously via the System for record and by traditional means for paper documents, unless the consultant is directed otherwise in writing by the Tollway. Once stamped/signed documents have been obtained, they must be scanned and uploaded to the System for record.

All consultant, subconsultant and supplier employees who will use the web-based system must complete the training provided by the Tollway prior to receiving access to the system. A valid e-mail address must be provided prior to training session. The consultant agrees to comply with all terms and conditions associated with use of the web-based project management system.

1.0 Consultant shall utilize ISTHA web based project management system to track and manage projects. System shall be an official record of all project communication. Consultant shall post copies of all project related documents on the System.

2.0 Within 14 calendar days of Notice to Proceed , Consultant shall designate a website manager (coordinator) who is to be the point of contact with ISTHA website implementation and support staff.

3.0 Consultant is required but not limited to submit the following using the System:

3.1 Submittal schedule, submittals shall be processed using the System to provide a record of activity.

3.2 Progress reports.

3.3 Inspection reports.

3.4 Requests for information, project clarifications, general communication and project related issues.

3.5 Meeting agendas, no later than 3 days before meeting.

3.6 Minutes of meetings, no later than 3 days after each progress meeting date, distribute copies of minutes via the System to each party present and to other parties who should have been present. Include a brief summary in narrative form of progress since the previous meeting and report.

4.0 Document submission requirements. Project documents transmitted via the System must comply with the following electronic formats:

4.1 Documents that are marked up or unavailable in electronic format (drawings, sketches, correspondence, etc. generated by hand drafting methods) shall be scanned to PDF (.pdf) , black and white with maximum resolution of 200dpi using CCITT Group 4 (2d Fax) compression.

4.2 Documents that have been generated using Adobe Acrobat PDF printer drivers (not scanned) shall be submitted to the System.

4.3 Electronic photographs shall be submitted in JPEG (.JPG) file format, sized at a minimum resolution of 1024x768 pixels.

4.4 Grayscale or color photo images that are scanned shall be saved in JPEG (.JPG) file format with medium to low quality compression at a maximum resolution of 200 dpi.

4.5 Product data that is available for download from the Manufacturer's website, that has been generated using Adobe Acrobat .PDF printer drivers (not scanned) may also be submitted via the System.

System Requirements	
Operating System	Windows XP
Internet Browser	Internet Explorer version 6.0 or greater
Processor Speed	2.0 GHz or greater
System Memory (RAM)	512 Megabytes or greater
Hard Drive Space	1500 Megabytes (1.5Gb)
Display Resolution	1024x768 or greater
Connection Type	Broadband Internet Connection (T1) – If a T1 is not an available option, each System participant must have a dedicated (not shared) DSL or equivalent Internet connection.
Other hardware	CD-ROM or DVD drive
Recommended Professional Document Scanners[6]	
Medium Format Scanner[1]	Canon DR-5020 Document Scanner or equivalent
Medium Format Scanner[1]	Canon DR-5080C Document Scanner or equivalent
Medium Format Scanner[1]	Fujitsu M 4097D IPC Document Scanner or equivalent
Medium Format Scanner[1]	Fujitsu M 4097D VRS Document Scanner or equivalent
Medium Format Scanner[1]	Epson GT-30000 Document Scanner or equivalent
Large Format Scanner[1]	Océ TDS610 36" Monochrome Scanner or equivalent
Large Format Scanner[1]	Océ TDS810 36" Monochrome Scanner or equivalent
Large Format Scanner[1]	Vidar Select P36 Color Scanner or equivalent
Large Format Scanner[1]	Vidar Select MP36 MonochromeScanner or equivalent
Required Additional Software	
Portable Document Format(.PDF) file reader	Adobe Acrobat Reader[2]
Portable Document Format(.PDF) file generator	Adobe Acrobat[3]
ZIP File compression utility	WinZip[4] or equal

[1] Large and medium format scanning may also be outsourced to a digital reproduction house in your locale.

[2] Adobe Acrobat Reader is free software available for download at http://www.adobe.com/

[3] Adobe Acrobat is not a free software and must be purchased. At least one copy of the software must be purchased by the Consultant and must reside on a PC accessible to all users within the Consultant's office. The purchase and installation of multiple copies is recommended.

[4] A fully functional evaluation version of WinZip is available for download at http://www.winzip.com/, alternative free file compression utility is 7-zip available at http://www.7-zip.org/

Note: The scanner models specified meet the requirements of website usage and are provided for information purposes only. Scanner models may change or be discontinued by the manufacturer.

EXHIBIT G

Contract No. I-11-4026

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	$248,988.00	$248,988.00	TBD
I-18-4420	I-294 / I-57 INTERCHANGE ASE#219114	TBD	TBD	TBD
I-18-4700	ELGIN O'HARE WEST BYPASS ASE #219020	$2,950,000.00	$2,196,292.27	TBD
I-18-4419	I-294/I57 INTERCHANGE ASE #218155	$21,805.84	$20,100.14	TBD
I-18-4415	SUE - SYSTEMWIDE #218143	$3,000,000.00	$2,255,876.36	1/31/2024
RR-16-4270	ROUTINE MAINTENACE ASE #218061	TBD	TBD	2/21/2024
RR-16-4270	TASK ORDER 4 ASE #218061.1	$1,350,000.00	$1,295,739.50	2/21/2024
P-98-080-17	Various Locations ASE #117105	$300,000.00	$141,799.26	8/18/2022
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	$28,404.80	TBD
I-17-4297	75th St. to I-55 Ramps ASE #217096	$578,325.79	$94,427.49	10/31/2026
I-17-4296	95th St. to LaGrange Rd. ASE #217095	$324,686.70	$30,698.92	TBD
RR-15-99-75RR	Tollway Systemwide GEC ASE #217066	$739,425.39	$213,952.25	12/31/2019
RR-16-4265	Central Tri-State Design ASE #217038	$1,149,805.00	$41,298.40	4/14/2027
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	$39,441.33	TBD
P-92-099-11	Various Survey Projects, Various Routes, Various Counties, Region Two/District Two ASE #111077	$500,000.00	$75,745.43	10/31/2021
P-93-011-10	Various Locations ASE #210007	$300,000.00	$15,283.11	5/1/2019

Contract No.: I-11-4026 **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			7		
	Direct Labor			Direct Labor	
	Direct Costs			Direct Costs	$ -
	Services by Others			Services by Others	$ -
	Additional Services **			Additional Services **	$ -
	Total this Subconsultant (ULC)	$ -		Total this Subconsultant (ULC)	$ -
2			8		
	Direct Labor			Direct Labor	
	Direct Costs			Direct Costs	$ -
	Services by Others			Services by Others	$ -
	Additional Services **			Additional Services **	$ -
	Total this Subconsultant (ULC)	$ -		Total this Subconsultant (ULC)	$ -
3			9		
	Direct Labor			Direct Labor	
	Direct Costs	$ -		Direct Costs	$ -
	Services by Others	$ -		Services by Others	$ -
	Additional Services **	$ -		Additional Services **	$ -
	Total this Subconsultant (ULC)	$ -		Total this Subconsultant (ULC)	$ -
4			10		
	Direct Labor			Direct Labor	
	Direct Costs	$ -		Direct Costs	$ -
	Services by Others	$ -		Services by Others	$ -
	Additional Services **	$ -		Additional Services **	$ -
	Total this Subconsultant (ULC)	$ -		Total this Subconsultant (ULC)	$ -
5			11		
	Direct Labor			Direct Labor	
	Direct Costs	$ -		Direct Costs	$ -
	Services by Others	$ -		Services by Others	$ -
	Additional Services **	$ -		Additional Services **	$ -
	Total this Subconsultant (ULC)	$ -		Total this Subconsultant (ULC)	$ -

Project No. I-11-4026 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			6		
Direct Labor			Direct Labor		
Direct Costs			Direct Costs	$ -	
Services by Others			Services by Others	$ -	
Additional Services **			Additional Services **	$ -	
Total this Subconsultant (ULC)		$ -	Total this Subconsultant (ULC)		$ -
2			7		
Direct Labor			Direct Labor	$ -	
Direct Costs			Direct Costs	$ -	
Services by Others			Services by Others	$ -	
Additional Services **			Additional Services **	$ -	
Total this Subconsultant (ULC)		$ -	Total this Subconsultant (ULC)		$ -
3			8		
Direct Labor	$ -		Direct Labor	$ -	
Direct Costs	$ -		Direct Costs	$ -	
Services by Others	$ -		Services by Others	$ -	
Additional Services **	$ -		Additional Services **	$ -	
Total this Subconsultant (ULC)		$ -	Total this Subconsultant (ULC)		$ -
4			9		
Direct Labor	$ -		Direct Labor	$ -	
Direct Costs	$ -		Direct Costs	$ -	
Services by Others	$ -		Services by Others	$ -	
Additional Services **	$ -		Additional Services **	$ -	
Total this Subconsultant (ULC)		$ -	Total this Subconsultant (ULC)		$ -
5			10		
Direct Labor	$ -		Direct Labor	$ -	
Direct Costs	$ -		Direct Costs	$ -	
Services by Others	$ -		Services by Others	$ -	
Additional Services **	$ -		Additional Services **	$ -	
Total this Subconsultant (ULC)		$ -	Total this Subconsultant (ULC)		$ -

** Additional services funds require prior authorization before use

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

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

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