

RESOLUTION NO. 21666

Background

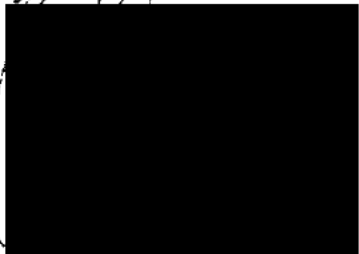
The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 20254 approved February 27, 2014, entered into an Agreement with exp US Services, Inc. on Contract I-13-4624 for Design Upon Request, on the Elgin O'Hare Western Access (I-490).

Per Tollway request, exp US Services, Inc. has submitted a proposal to provide Supplemental Design Upon Request for Contract I-13-4624, increasing the contract upper limit by \$500,000.00, from \$5,000,000.00 to \$5,500,000.00. It is necessary and in the best interest of the Tollway to accept the proposal from exp US Services, Inc.

Resolution

The Chief Engineering Officer is authorized to negotiate a Supplemental Agreement with exp US Services, Inc. consistent with the aforementioned proposal to increase the contract upper limit by \$500,000.00, subject to the approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:

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

Chairman



December 27, 2018

Mr. Timothy Neumann
Executive Vice President
exp U.S. Services, Inc.
205 N. Michigan Avenue
Chicago, IL 60601

Re: **Contract I-13-4624**
Design Section Engineering Services
Design Upon Request - Elgin O'Hare Western Access
First Supplemental Agreement

Dear Mr. Neumann:

Enclosed is one fully executed Duplicate Original of the Agreement by and between exp U.S. Services, Inc., and The Illinois Tollway.

This Agreement is transmitted to your attention for your records.

Sincerely,


Clarita R. Low
for Paul D. Kovacs, P.E.
Chief Engineering Officer

PDK/cmhg

Enclosure

cc: PM – Laura Thompson

File: 02-4624-01-01
LT_Tollway_PDK_4624-expUSServicesAgreement_12272018

**THIS PROPOSAL FOR SUPPLEMENTAL DESIGN SECTION ENGINEERING
SERVICES FOR**

CONTRACT I-13-4624

SUBMITTED BY:

FIRM NAME: exp U.S. Services Inc.

ADDRESS: 205 N. Michigan Avenue

**CITY, STATE &
ZIP CODE:** Chicago, Illinois 60601

TELEPHONE: (312) 616-0000

FACSIMILE: (312) 616-6069

SIGNED BY:



PRINTED NAME: Timothy Neumann

TITLE: Executive Vice President

1-13-4624

Unified Certification Program - Search

Contractor Details

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

[Print](#)

Delta Engineering Group, LLC

Syed Shujaudin Kazi
111 W. Jackson Blvd.,
Ste. 910
Chicago, IL 60604

County: Cook

Email: contact@deg-america.com

Phone: (312) 377-7700

Fax: (312) 427-6145

Categories: Architecture\Engineering

NAICS

541330-Engineering Services

541370-Surveying & Mapping (except Geophysical) Serv.

Speciality

541330- CONSTRUCTION INSPECTION

FREEWAYS

ROADS AND STREETS

HIGHWAY STRUCTURE: SIMPLE

HIGHWAY STRUCTURE: TYPICAL

LIGHTING: COMPLEX

LIGHTING: TYPICAL

ELECTRICAL ENGINEERING

MECHANICAL

ENGINEERING

TRAFFIC SIGNALS

541370- SURVEYING

1-13-4624

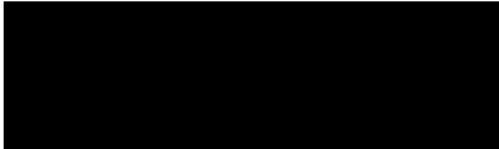
Unified Certification Program - Search

Contractor Details

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

[Print](#)

**Garza Karhoff
Engineering, LLC**
Brenda G. Karhoff



County: Cook

Email: brenda.karhoff@gke-llc.com

Phone: (773) 343-3848

Fax: (773) 235-2845

Categories: Architecture\Engineering

NAICS

541330-Engineering
Services

Speciality

541330- HIGHWAY
STRUCTURE: SIMPLE

1-13-4624

OFFICE OF THE ILLINOIS SECRETARY OF STATE


 JESSE WHITE
 SECRETARY OF STATE

CORPORATION FILE DETAIL REPORT

File Number	68206235		
Entity Name	EXP U.S. SERVICES INC.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	FOREIGN BCA
Qualification Date (Foreign)	02/07/2012	State	DELAWARE
Agent Name	C T CORPORATION SYSTEM	Agent Change Date	02/07/2012
Agent Street Address	208 SO LASALLE ST, SUITE 814	President Name & Address	VLADIMIR STRITESKY 205 N MICHIGAN AVE #3600 CHICAGO 60601
Agent City	CHICAGO	Secretary Name & Address	HAE-JIN (PRISCILLA) [REDACTED]
Agent Zip	60604	Duration Date	PERPETUAL
Annual Report Filing Date	02/02/2018	For Year	2018

[Return to the Search Screen](#)
[Purchase Certificate of Good Standing](#)

(One Certificate per Transaction)

[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](http://www.cyberdriveillinois.com)

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:46 10/15/18

ACTION: S

VENDOR NUMBER= **

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

OFFSET: 00 OF 00

DISCLAIMER:

AS OF 10/15/18 AT 07:50 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ** [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:46 10/15/18

ACTION: S

VENDOR NUMBER= **** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/15/18 AT 07:51 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ** [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:46 10/15/18

ACTION: S

VENDOR NUMBER= *** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/15/18 AT 07:51 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *** [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

DESIGN SECTION ENGINEER
FIRST SUPPLEMENTAL AGREEMENT

The Board of Directors, on the 25th day of **October, 2018**, authorized this **FIRST SUPPLEMENTAL AGREEMENT** to be entered into by and between **THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**, an instrumentality and administrative agency of the State of Illinois, hereinafter sometimes referred to as "**TOLLWAY**", and **exp U.S. SERVICES, INC.**, a corporation authorized and existing within the laws of the State of Illinois, hereinafter sometimes referred to as "**DESIGN SECTION ENGINEER**".

W I T N E S S E T H:

WHEREAS, the **TOLLWAY** selected the **DESIGN SECTION ENGINEER** from **PSB 13-4, Item 3**, and **DESIGN SECTION ENGINEER** entered into an agreement on **February 27, 2014**, to provide design section engineering services (hereinafter "**Services**") for Contract No. **I-13-4624** for **Design Upon Request – Elgin O’Hare Western Access**; and

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

WHEREAS, **DESIGN SECTION ENGINEER** has submitted a proposal dated **October 1, 2018**, a copy of which is attached hereto as Exhibit "1", to provide said additional **Services**, and it is in the best interest of the **TOLLWAY** to accept said proposal.

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

ARTICLE I

General Provisions

Except as modified or changed herein, all terms, provisions and conditions contained in the original agreement between the **TOLLWAY** and the **DESIGN SECTION ENGINEER** dated **February 27, 2014** ("**Original Agreement**") and commonly referred to as Contract No. **I-13-4624**, shall govern this agreement and be in full force and effect, however, any changes to multipliers, unit costs, prices and/or rates of compensation shall only be applied to **Services** rendered solely under this Supplement pursuant to changes in the scope of work. The supplemental proposal attached as Exhibit "1" is hereby made a part of this Supplemental Agreement.

ARTICLE II

Time of Performance

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

ARTICLE III

Reaffirmation of Original Agreement

All covenants and agreements contained in the Original Agreement made and entered into by and between the TOLLWAY and DESIGN SECTION ENGINEER and all prior Supplemental Agreements, if any, to provide Services for Contract No. **Design Upon Request – Elgin O'Hare Western Access** are reaffirmed and shall govern this Agreement as if fully set forth herein, it being the intent that this Agreement shall be a supplement to said agreement(s).

ARTICLE IV

Record Retention and Audit

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

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

The obligations of this Section shall be explicitly included in any subcontracts or

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

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

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

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

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

ARTICLE V

Compensation

The upper limit of compensation for said supplemental Services for Contract No. **Design Upon Request – Elgin O'Hare Western Access** performed by the DESIGN SECTION ENGINEER under the Original Agreement and including the services set forth herein, is hereby increased from **\$5,000,000.00** by **\$500,000.00** to **\$5,500,000.00**.

ARTICLE VI

Report of a Change in Circumstances

The DESIGN SECTION ENGINEER agrees to report to the TOLLWAY as soon

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

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

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

ARTICLE VII

EXPATRIATED ENTITIES

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

IN WITNESS WHEREOF, the parties hereto have executed this **FIRST SUPPLEMENTAL AGREEMENT** for **I-13-4624** the day and year first above written.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY

exp U.S. SERVICES, INC.

By  12/21/18
Chair/Executive Director-Signature Date
Robert Schillerstrom/Elizabeth Gorman


 10/17/18
President-Signature Date

Timothy Neumann
Printed Name as Signed Above

APPROVED:

 12/14/18
Chief Financial Officer - Signature Date
Michael Colsch

APPROVED:

 12/12/18
Acting General Counsel - Signature Date
Elizabeth Oplawski

Approved as to Form and Constitutionality

 12-20-18
Attorney General, State of Illinois - Robert Lane - Signature Date

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

FOR CONTRACT NUMBER I-13-4624

This proposal, dated October 1, 2018, is submitted by exp U.S. Services Inc. of Chicago, Illinois for Design Section Engineer's Service.

DESCRIPTION/LOCATION OF DESIGN SECTION

The location of the construction Contract I-13-4624 for which we propose to provide Design Section Engineering Services is Design Upon Request - Elgin-O'Hare Western Access Tollway, in Various County (Counties), Illinois.

REAFFIRMATION OF ORIGINAL AGREEMENT

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

SCOPE OF SUPPLEMENTAL DESIGN ENGINEERING SERVICES

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

FEE PROPOSAL

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

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

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

AGREEMENT LIMITS

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

The Upper Limit Compensation shall be increased

from \$ 5,000,000.00 by \$ 500,000.00 to \$ 5,500,000.00.

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

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

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

Section and the TOLLWAY shall be entitled to enforce a breach of that contract.

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

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

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

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

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

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

PARTIAL PAYMENTS

Partial payments to the DESIGN SECTION ENGINEER shall be made in accordance with

the terms of the original agreement except that reference to the Total Estimated Fee and Upper Limit of Compensation, shall be interpreted to be the Amended Total Estimated Fee and Amended Upper Limit of Compensation.

REVISIONS TO SUPPLEMENTAL SCOPE OF WORK

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

**THIS PROPOSAL FOR SUPPLEMENTAL DESIGN SECTION ENGINEERING
SERVICES FOR**

CONTRACT I-13-4624

SUBMITTED BY:

FIRM NAME: exp U.S. Services Inc.

ADDRESS: 205 N. Michigan Avenue

**CITY, STATE &
ZIP CODE:** Chicago, Illinois 60601

TELEPHONE: (312) 616-0000

FACSIMILE: (312) 616-6069,

SIGNED BY:



PRINTED NAME: Timothy Neumann

TITLE: Executive Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/17/2018

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

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

PRODUCER Willis of Illinois, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com			
	INSURER(S) AFFORDING COVERAGE			
INSURED exp U.S. Services, Inc. 205 N. Michigan Ave, Ste 3600 Chicago, IL 60601 USA	INSURER A:	XL Insurance America Inc	NAIC #	24554
	INSURER B:	Continental Casualty Company		20443
	INSURER C:	AIG Insurance Company of Canada		B1206
	INSURER D:			
	INSURER E:			


COVERAGES **CERTIFICATE NUMBER: W8524359** **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	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			US00057823L118A	03/31/2018	03/31/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			6010517007	03/31/2018	03/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CA00002681L118A	03/31/2018	03/31/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6046186700	03/31/2018	03/31/2019	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			061127095	03/31/2018	03/31/2019	Per Claim/Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 181, Additional Remarks Schedule, may be attached if more space is required)
 Re: EXP Project #CHI-00243013-A0, Contract #I-13-4624 Elgin-O'Hare Western Access, DUR.

ISTEA is included as an Additional Insured as respects to General Liability and Auto Liability.

CERTIFICATE HOLDER ISTEA 2700 Ogden Ave. Downers Grove, IL 60515	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

Any person or organization where required by written contract, but only to the extent that the named insured has agreed in writing prior to the occurrence or accident to provide insurance for such persons or organizations and then only with respect to liability for bodily injury or property damage caused by operations performed for such additional insured by or on behalf of the named insured.

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

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

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization where required by written contract, but only to the extent that the named insured has agreed in writing prior to the occurrence or accident to provide insurance for such persons or organizations and then only with respect to liability for bodily injury or property damage caused by operations performed for such such additional insured by or on behalf of the named insured.	As required per written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

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

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

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

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

whichever is less.

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
EXTENDED COVERAGE ENDORSEMENT – BA PLUS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

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

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

The insurance afforded by this provision A.2.:

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
3. Any person or organization that you are 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 for whom Liability Coverage is afforded under this policy.
4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

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

B. Bail Bonds and Loss of Earnings

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

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

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

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

II. PHYSICAL DAMAGE COVERAGE

A. Towing

Section III, Paragraph A.2., is revised to include Light Trucks up to 10,000 pounds G.V.W.

B. Transportation Expenses

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

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

C. Loss of Use Expenses

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

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

D. Personal Property

The following is added to **Section III, Paragraph A.4.**

c. We will pay up to \$500 for loss to **Personal Property** which is:

- (1) Owned by an "insured"; and
- (2) In or on the covered "auto."

This coverage applies only in the event of a total theft of your covered "auto."

This insurance is excess over any other collectible insurance and no deductible applies.

E. Rental Reimbursement

The following is added to **Section III, Paragraph A.4.**:

- d. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto." Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.
1. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - (a) The number of days reasonably required to repair or replace the covered "auto"; or,
 - (b) 15 days.
 2. Our payment is limited to the lesser of the following amounts:
 - (a) Necessary and actual expenses incurred; or,
 - (b) \$25 per day subject to a maximum of \$375.
 3. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
 4. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

F. Hired "Autos"

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

5. Hired "Autos"

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

- a. Any covered "auto" you lease, hire, rent or borrow without a driver; and
- b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

- c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or \$75,000 whichever is less minus a \$500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision will be limited to the types of physical damage coverage(s) provided on your owned "autos."
- e. Such physical damage coverage for hired "autos" will:
 - (1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision G.e.(1) will be subject to a limit of \$750 per "accident."

G. Airbag Coverage

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

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

H. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

I. Diminution in Value

The following is added to **Section III, Paragraph B.6.**

Subject to the following, the "diminution in value" exclusion does not apply to:

- a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's" name, with your

permission, while performing duties related to the conduct of your business.

- c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the "auto's" actual cash value (ACV)

III. Drive Other Car Coverage – Executive Officers

The following is added to Sections II and III:

- 1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:
 - a. An "auto" owned by that "executive officer" or a member of that person's household; or
 - b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision will be:

- (1) Equal to the greatest of those coverages afforded any covered "auto"; and
 - (2) Excess over any other collectible insurance.
- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to Section IV, Paragraph A.2.a.

- (4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to Section IV, Paragraph A.2.b.

- (6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Concealment, Misrepresentation or Fraud

The following is added to Section IV, Paragraph B.2.

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

C. Policy Period, Coverage Territory

Section IV, Paragraphs 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days

V. DEFINITIONS

Section V, Paragraph C. is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

Contract Information Sheet

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

Consultant Name: exp U.S. Services Inc.

Contract Number: I-13-4624

Proposal Date: 10/1/2018

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract No.: I-13-4624 Consultant: exp U.S. Services Inc.

Date: 10/1/2018

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 14 No. OF MONTHS
 SCHEDULED START DATE: 11/1/2018
 RAISE DATE: 4/1/2019
 PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date
11/1/2018	3/31/2019	4/1/2019	12/31/2019	-	-
5.0	9.0	14.0	14.0	14.0	14.0
35.71%	64.29%	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period
Factor First Period					

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date
-	-	-	-	-	-
14.0	14.0	14.0	14.0	14.0	14.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period	

The escalation factor for this project is: 100.00%

Contract No.: I-13-4624

Consultant: exp U.S. Services Inc.

Date: 10/1/2018

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Classification (Must match classifications listed on Exhibit C-2)	Name (SEE NOTE 1 TO RIGHT)	Classification (Must match classifications listed on Exhibit C-2)	Name (SEE NOTE 1 TO RIGHT)
Technical Manager	Danley, Byron	Architect/Engineer	Garcia, Alicia
Technical Manager	Mikrut, Mark	Architect/Engineer	Hansen, Douglas
Technical Manager	Nair, R. Shankar	Architect/Engineer	Hecht, Brian
Technical Manager	Stem, Robert	Architect/Engineer	Homola, Sandra
Technical Manager	Umbright, Brian	Architect/Engineer	Kramer, Hilary D.
Sr Arch/Sr Engineer	Antonson, Kenneth	Architect/Engineer	Kumar, Kamlesh
Sr Arch/Sr Engineer	Boroumand, Parviz	Architect/Engineer	Mohammed, Muthayab
Sr Arch/Sr Engineer	Citko, Steve	Architect/Engineer	Newman, Matthew
Sr Arch/Sr Engineer	Dvorak, Mark	Architect/Engineer	Oscarson, David
Sr Arch/Sr Engineer	Elrod, Stephen	Architect/Engineer	Stankiewicz, Robert
Sr Arch/Sr Engineer	Haran, Siva Kumar	Architect/Engineer	Zlotek, Jack
Sr Arch/Sr Engineer	Hough, Thomas	Technician	Johnson, Hana
Sr Arch/Sr Engineer	Oshana, Antonious	Technician	Kangrga, Dusanka
Sr Arch/Sr Engineer	Jarmakowicz, Richard	Technician	Matei, Vlaicu
Sr Arch/Sr Engineer	Patel, Vinod	Technician	O'Neal, Michael
Architect/Engineer	Bhalekar, Santosh	Technician	Pietrowski, Jerzy
Architect/Engineer	Dufka, Frank	Technician	Zaranko, Zachary
Architect/Engineer	Erwin, Craig	Technician	Zmic, Jovan

ALLOWABLE DIRECT COSTS

09.12.2018

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

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

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

NOTES:

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

Contract No.: I-13-4624

Consultant: exp U.S. Services Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Byron Danley, PE, SE

Project Manager: Thomas Hough, PE

Project Engineer: Brian Hecht, PE

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: Douglas Hansen, PE

Project Structural Engineer: Vinod Patel, PE, SE

Project Drainage Engineer: Sandra Homola, PE, CFM, LEED AP

Senior Engineer: _____

Others: **Name:** _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

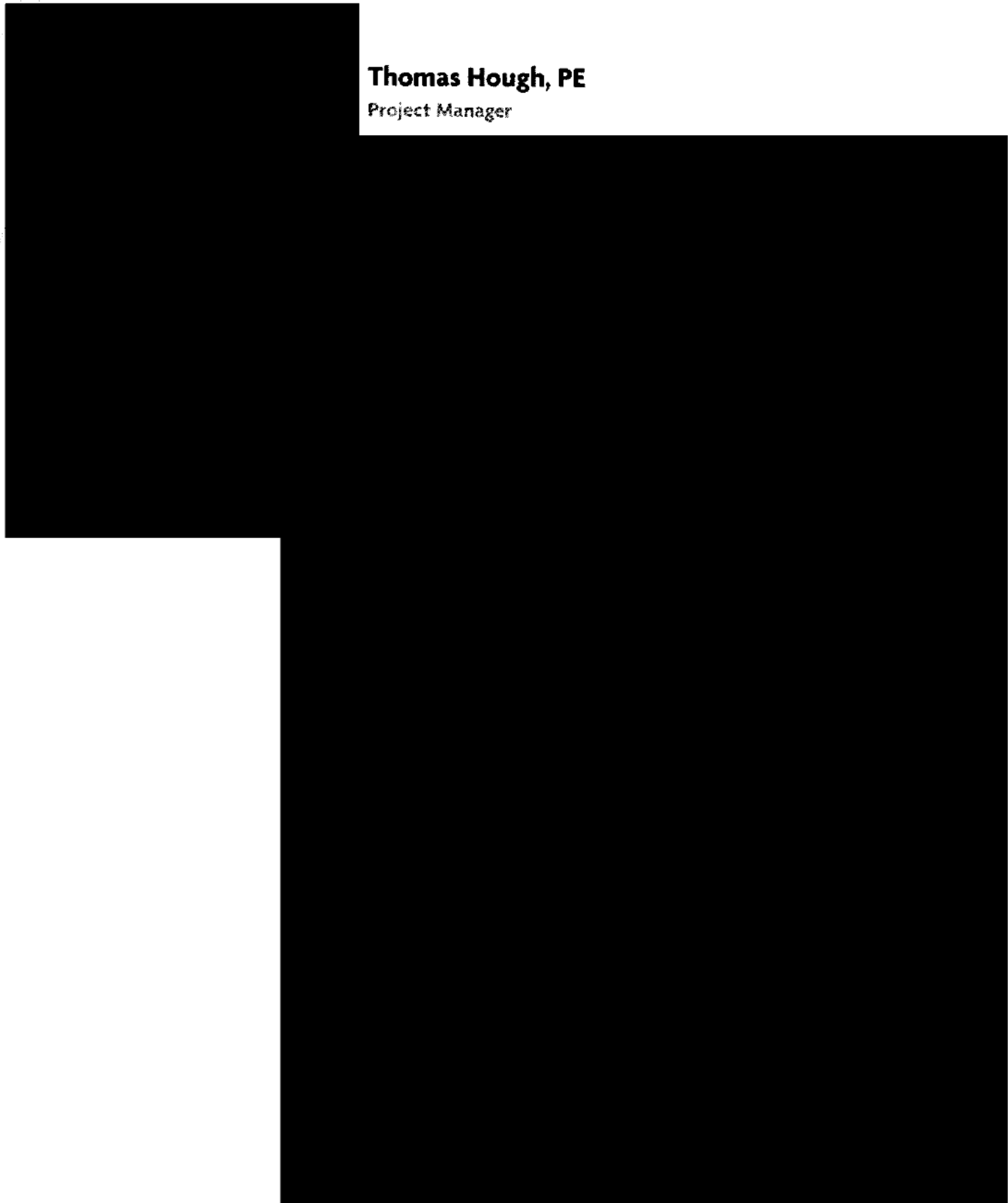
Byron Danley, SE, PE

Principal-In-Charge



Thomas Hough, PE

Project Manager



Brian Hecht, PE

Project Engineer

Douglas Hansen, PE
Project Civil Engineer

Vinod Patel, SE, PE

Project Structural Engineer

Sandra Homola, PE, CFM, LEED AP

Project Drainage Engineer

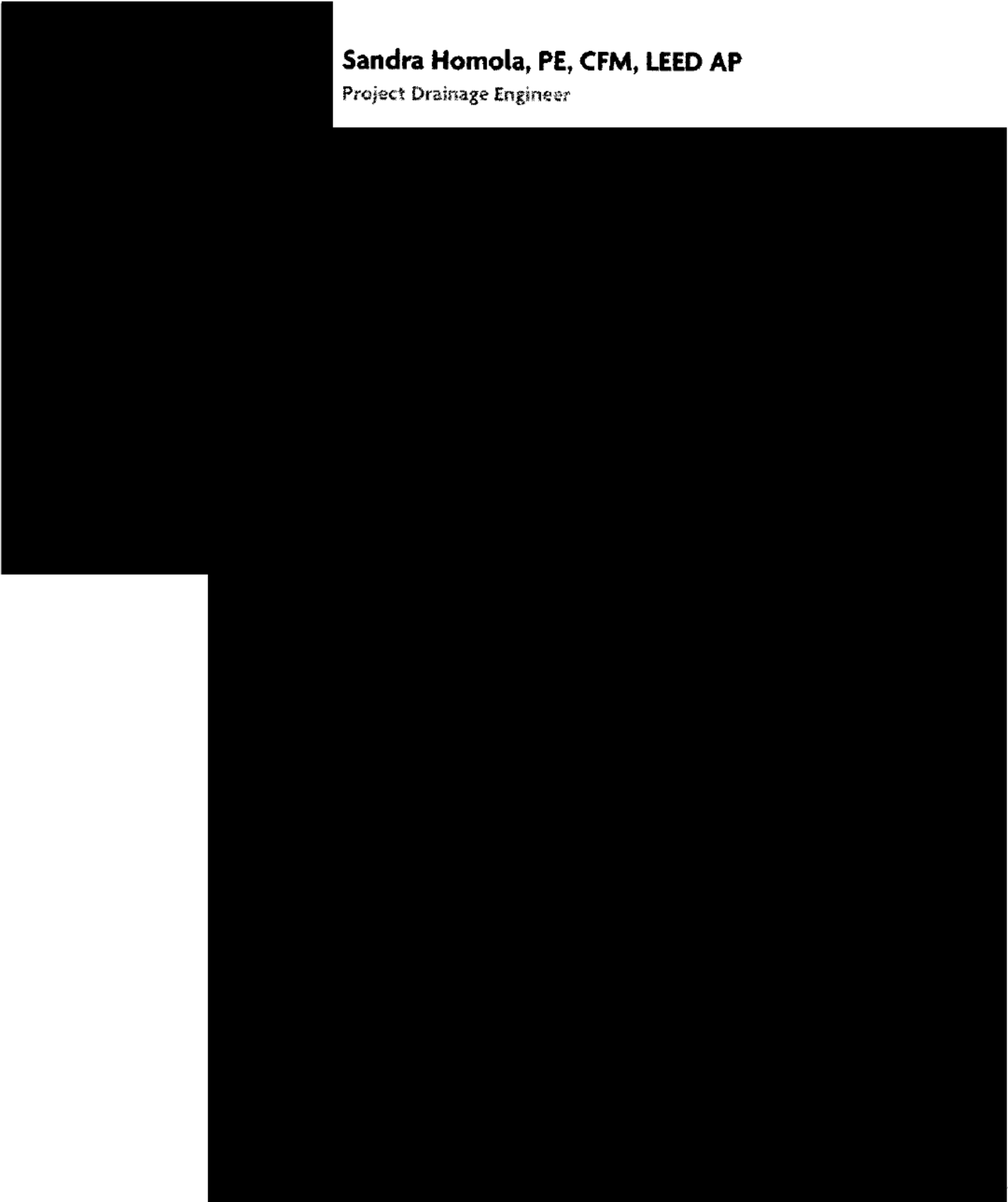


EXHIBIT F

CONTRACT I-13-4624

(exp U.S. Services)

SCOPE OF SERVICES

The Consultant shall provide Design Upon Request Services that may include preparation of contract plans, engineering studies and other technical services as directed by the Illinois Tollway.

EXHIBIT G

Contract No. 1-13-4624

exp U.S. Services 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
IL 104 Phase I/II	New Illinois River Bridge	\$5,400,000	\$20,000	12/1/2018
IL 173 Phase I	Environmental Assessment	\$4,400,000	\$400,000	1/31/2019
Central Avenue Phase I	Reconstruction and widening, new connector underpass	\$3,300,000	\$400,000	9/1/2019
IL 83 Phase II	Intersection Improvement	\$1,200,000	\$150,000	12/1/2019
I-55/US6 Phase III	Construction Engineering, Bridge/Interchange	\$3,400,000	\$35,000	11/30/2018
IL43 Phase I	Bridge over I-55	\$1,600,000	\$1,050,000	10/10/2020
EOWA Phase II DUR	Design Upon Request for EOWA	\$5,500,000	\$0	12/31/2018
EOWA Phase II DUR	Design Upon Request for EOWA	\$5,000,000	\$170,000	12/31/2019
I-294: 95 th to 22 nd . Master Plan	Master Plan for Central Tri-State from 95 th Street to 22 nd Street	\$8,040,000	\$20,000	12/31/2018
I-490/I-90 Interchange Phase II	New System to System Interchange	\$13,398,000	\$5,974,000	12/31/2020
ISTHA PMO	Program Management Office and Technical/Administrative Services	\$1,900,000	\$1,600,000	12/31/2024
Franklin Ave Phase I/II	Reconstruction and widening	\$4,400,000 (Pending)	\$2,500,000 (Pending)	12/1/2021
EOWA Phase III	I-294 Reconstruction and Widening: Grand to Wolf	TBD	TBD	TBD
Van Buren Phase III	Bridge Reconstruction	\$163,000	\$40,000	10/31/2018

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

<p>1 <u>Delta Engineering Group, LLC</u></p> <p>Direct Labor \$ 59,998.40</p> <p>Direct Costs \$ 1.60</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ 60,000.00</p>	<p>6 _____</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>2 <u>Garza Karhoff Engineering, LLC</u></p> <p>Direct Labor \$ 59,981.82</p> <p>Direct Costs \$ 18.18</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ 60,000.00</p>	<p>7 _____</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>3 _____</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>	<p>8 _____</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>4 _____</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>	<p>9 _____</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>5 _____</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>	<p>10 _____</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants:	\$ 120,000.00
TOTAL Additional Services DBE/MBE/WBE Subconsultants:	\$ -
TOTAL Allowable Fee DBE/MBE/WBE Subconsultants:	\$ 120,000.00
DBE/MBE/WBE Percentage of Total Fee (includes Additional Services):	24.00%
DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services):	24.00%

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

** Additional services funds require prior authorization before use

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

Contract Information Sheet

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

Consultant Name: Delta Engineering Group, LLC

Contract Number: I-13-4624

Proposal Date: 10/1/2018

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

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

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

Contract No.: I-13-4624 Consultant: Delta Engineering Group, LLC

Date: 10/1/2018

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 14 No. OF MONTHS
 SCHEDULED START DATE: 11/1/2018
 RAISE DATE: 4/1/2019
 PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date
11/1/2018	3/31/2019	4/1/2019	12/31/2019	-
5.0	9.0	14.0	14.0	14.0
35.71%	64.29%	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period
Factor First Period	Escalation Factor Second Period			

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date
-	-	-	-	-
14.0	14.0	14.0	14.0	14.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

The escalation factor for this project is: 100.00%

ALLOWABLE DIRECT COSTS

09.12.2018

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

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

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

NOTES:

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

Contract No.: I-13-4624

Consultant: Delta Engineering Group, LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: Harjit Singh, P.E

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: **Name:** _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

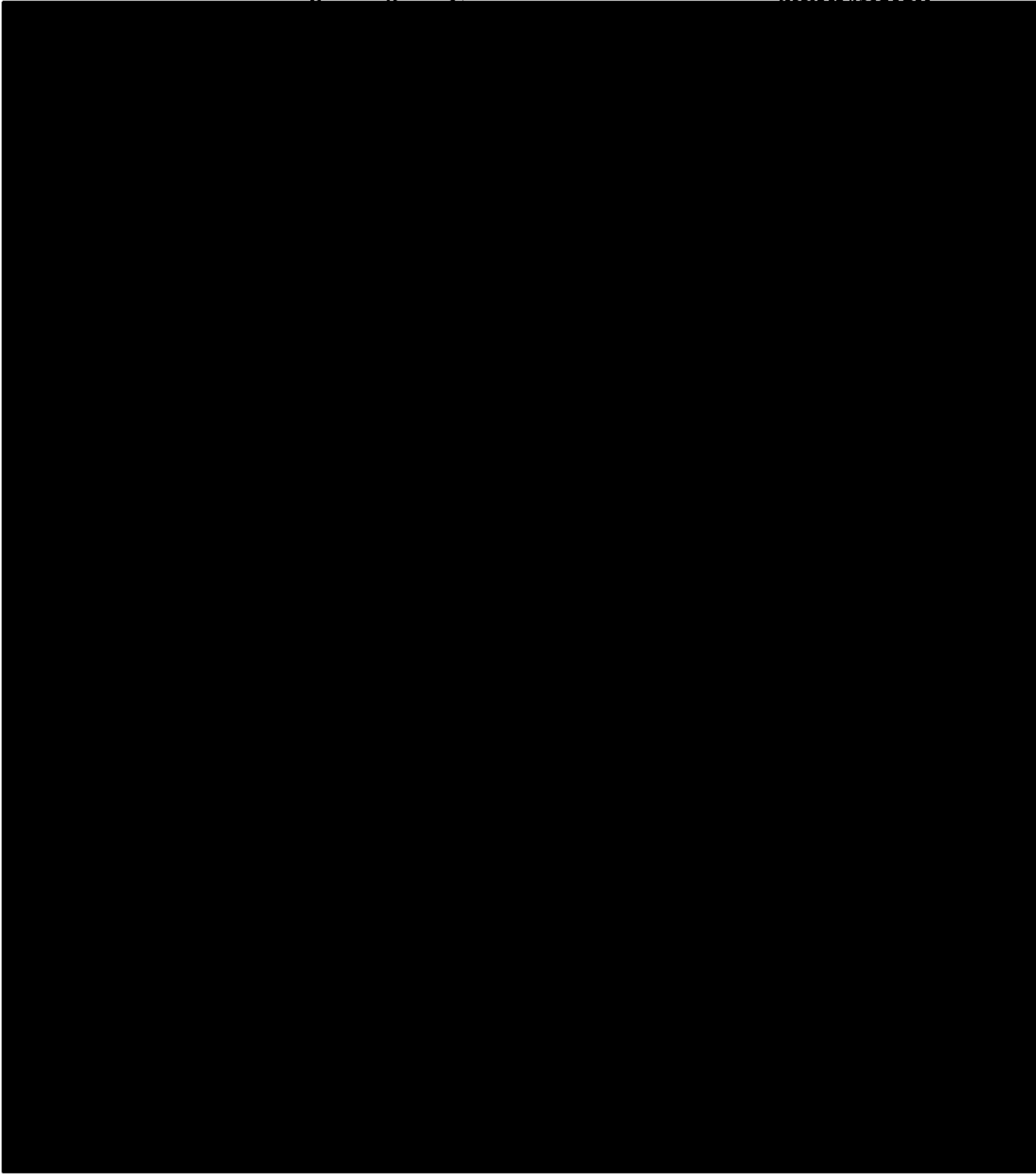


EXHIBIT F

CONTRACT I-13-4624

(Delta Engineering Group, LLC)

SCOPE OF SERVICES

The Consultant shall provide Design Upon Request Services that may include preparation of contract plans, engineering studies and other technical services as directed by the Illinois Tollway.

Delta Engineering Group, LLC. Current Obligations - Exhibit - G

Project ID	Project Description	Total Contract Amount	Remaining Labor	Act Comp Date
LM140301	CDWM - CONTRACT # 19339 SWPP SWITCHGEAR AND GENERATOR PHASE III SERVICES	129,772.00	66,411.01	12/31/2019
ZM81003D	MWRDGC - Stickney AGF - 04-128-3P - CPS	300,000.00	7,638.53	6/30/2019
LM150413	ISTHA - I-14-4636 PSB 14-1 PLAZA 324 CMS	20,000.00	12,984.60	06/30/17
LD150427	IDOT - PTB 175-012 OLD ORCHARD ROAD PHASE II SERVICES	116,991.96	49,852.67	06/17/18
LM140703D	ISTHA - I-13-4624 PSB 13-4 TASK # 5 FRANKLIN AVENUE LIGHTING	201,851.68	30,518.28	2/28/2019
LP150526	VILLAGE OF LOMBARD - N BROADWAY INTERIM PUMP STATION AND FORCE MAIN	63,756.90	3,666.10	4/5/2019
LM110202ATS/M&SF	CDA - ATS / MSF CONSTRUCTION ADMINISTRATION / CLOSEOUT SERVICES	22,425.82	4,180.14	10/28/2019
LD151123	ISTHA - I-15-4658 PSB 15-2 ITEM # 7 - Bensenville Yard Underpass	3,049,170.14	2,871,044.22	01/31/21
LP140801C	IDOT - PTB 172-009 D-91-366-15 TASK 3 VAR. LIGHTING_Mar.2017 LETTING	97,796.01	13,219.64	12/31/2019
LM160818A	CDWM - CONTRACT 24361 SPEC 90070 TOR # 18-5 PN7238	43,344.96	30,344.10	6/30/2019
LT160819D	CDWM - TOR # 18-4 PN7075 BRYN MAWR AVE	54,348.63	6,132.45	8/11/2019
LP161001	UIC - WEST PLANT ELECTRICAL SYSTEM UPGRADE	55,600.00	5,863.52	6/30/2019
LM141001B	ISTHA - I-11-4014 PSB 14-1 EOWA ITS - Concept verification -Line of Sight	218,761.20	76,325.20	8/31/2019
LM141001ACMS	ISTHA - I-14-4638 PSB 14-1 CM Support for 4014 & 4638	30,007.60	9,091.60	8/31/2019
LP140801D	IDOT - PTB 172-009 D-91-366-15 TASK 4 STR PADS	41,210.21	4,349.17	7/31/2019
LD160328A	METRA - K60154 LIQ # 49796 Task Order No. 1 PTC Back Office Data Center Room	165,623.48	41,609.32	9/30/2019
LM160818J	CDWM - CONTRACT 24361 SPEC 90070 TOR # 18-5 PN7300	13,025.00	9,381.82	9/30/2019
LM161003	IDOT - PTB 178-001 US 41 AT DEER PATH ROAD STATION 38	264,410.83	113,158.02	09/01/18
LM170518B	ISTHA - I-17-4676 PSB 17-2 EXP EOWA I-90 Interchange	353,812.62	266,019.12	9/30/2019
LM170518C	ISTHA - I-17-4677 PSB 17-2 RS&H EOWA I-90 Interchange - Phase II	357,949.12	313,598.32	9/30/2019
LT160819F	CDWM - TOR # 18-4 PN7373 LENOX AVE TO LEGGETT AVE	44,154.97	1,863.01	9/30/2019
LP170713	ISTHA - I-17-4307 PSB 17-3 Advanced ITS Assets Relocation	2,115,673.00	737,805.53	9/30/2019
LD160328B1	METRA - K60154 LIQ # 49796 Task Order No. 2 Fiber Optic - Rock Island	207,217.43	61,198.26	9/30/2019
LD160328B2	METRA - K60154 LIQ # 49796 Task Order No. 2 Fiber Optic -Southwest Service. St	163,801.54	53,256.46	3/24/2019
LM120602A	CDB - REMOBILISATION / ADDITIONAL WORK CHANGES	28,274.62	18,993.90	2/26/2019
LM171011A	City of Evanston - Fleetwod Cntr_ HVAC & Electrical	10,010.00	2,044.28	3/15/2019
LM171011B	City of Evanston - Chandler-Newberger Community Center	13,300.00	12,195.34	3/15/2019

LD160526A	METRA - K60449 Task Order No. 5 Rehabilitation of 59th & 60th Street Station	272,670.80	233,707.65	8/31/2019
LM171207	VILLAGE OF FRANKLIN PARK - PHASE I FRANKLIN AVENUE	113,478.54	109,168.69	6/30/2019
LM171231	CHA Dearborn Homes Sewers	132,404.22	119,126.80	7/25/2020
LM140302C	CDWM - JWPP MEDIUM VOLTAGE IMPROVEMENTS DUR. CONSTRUCTION - PHASE III SERVICES	205,655.00	153,010.83	8/31/2020
LM150729K	ISTHA - RR-14-9172 PSB 14-3 TASK 2018- 02 - Systemwide CCTV Camera Installation	116,352.53	5,187.43	3/31/2018
LM180329A	CDWM TOR #19-4. Full / PN7403	11,402.00	1,118.36	2/28/2019
LM180329B	CDWM TOR #19-4 PN7404	21,313.00	9,119.78	2/28/2019
LM180329E	CDWM TOR #19-4.PN7407	11,556.00	8,400.37	2/28/2019
LM180329F	CDWM TOR #19-4 PN7409	26,318.00	13,261.63	2/28/2019
LM180329G	CDWM TOR #19-4 PN7410	15,400.50	3,602.95	2/28/2019
LM180424A	CDWM Cermak Pump Station Electrical Improvements	27,994.84	23,844.14	4/28/2019
LM180501	Evanston_Street Lighting Master Plan Project Planning Services	15,000.00	7,469.88	6/25/2019
LD151218D	METRA - K54434 LIQ # 49796 TOR No.2 47th Yard -Civil & Structural	41,013.12	22,444.79	6/25/2019
LM180806	CDA - CADD for Parking Garage WJE	27,300.00	7,317.96	5/26/2020

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 0.00%

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 50%;"></td> <td style="width: 20%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black; text-align: right;">\$ -</td> <td></td> </tr> </table>	Direct Labor			Direct Costs			Services by Others			Additional Services **			Total this Subconsultant (ULC)	\$ -	
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Additional Services **																
Total this Subconsultant (ULC)	\$ -															

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Additional Services **	\$ -															
Total this Subconsultant (ULC)	\$ -															

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Garza Karhoff Engineering, LLC

Contract Number: I-13-4624

Proposal Date: 10/1/2018

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract No.: I-13-4624 Consultant: Garza Karhoff Engineering, LLC

Date: 10/1/2018

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 14 No. OF MONTHS

SCHEDULED START DATE: 11/1/2018

RAISE DATE: 4/1/2019

PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date	Date
11/1/2018	3/31/2019	4/1/2019	12/31/2019	-	-	-
5.0	9.0	14.0	14.0	14.0	14.0	14.0
35.71%	64.29%	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period		
Factor First Period	Escalation Factor Second Period					

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date	Date
-	-	-	-	-	-	-
14.0	14.0	14.0	14.0	14.0	14.0	14.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period		

The escalation factor for this project is: 100.00%

ALLOWABLE DIRECT COSTS

09.12.2018

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

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

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

NOTES:

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

Contract No.: I-13-4624

Consultant: Garza Karhoff Engineering, LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Brenda G. Karhoff

Project Manager: Brenda G. Karhoff

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: _____



BRENDA G. KARHOFF, SE, PE
PRESIDENT/PROJECT MANAGER

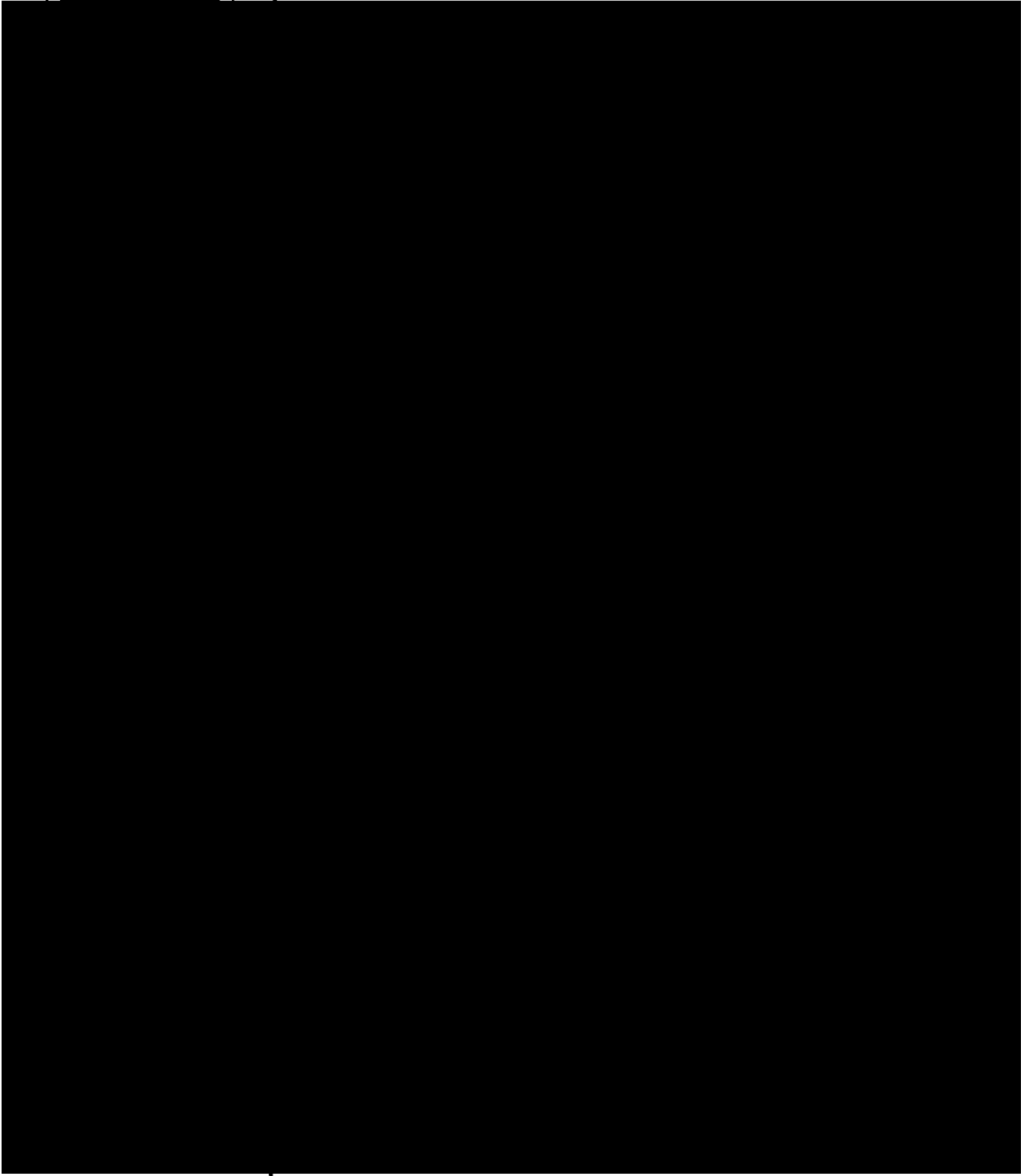


EXHIBIT F

CONTRACT I-13-4624

(Garza Karhoff Engineering, LLC)

SCOPE OF SERVICES

The Consultant shall provide Design Upon Request Services that may include preparation of contract plans, engineering studies and other technical services as directed by the Illinois Tollway.

EXHIBIT G
Contract No. I-13-4624
Garza Karhoff Engineering, LLC
CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Supplements and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
I-12-4043	EOWA DUR	\$301,884	\$22,744	8/31/2018
PTB154-007	Phase I for IL173 Widening	\$360,355	\$97,095	TBD
I-17-4676	EOWA Northern System Interchange	\$1,339,800	\$912,813	5/30/2020
Grand Ave, Chicago IL	CDOT Grand Ave Bridge over North Branch	\$172,798	\$107,353	TBD
FAU 3533	Village of Franklin Park, Franklin Ave Phase I	\$78,288	\$64,618	TBD
RR-17-4295	Veteran Memorial CM	\$9,275	\$3,600	12/31/2018

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1	<table border="0" style="width: 100%;"> <tr> <td style="width: 20%;">Direct Labor</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 10%; text-align: center;">-</td> <td style="width: 10%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> </tr> </table>	Direct Labor	\$	-		Direct Costs	\$	-		Services by Others	\$	-		Additional Services **	\$	-		Total this Subconsultant (ULC)	\$	-	
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** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

DBE/MBE/WBE Percentage of Total Fee (Includes Additional Services): 0.00%

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1			
	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			
	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			
	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			
	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			
	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)
6			
	Direct Labor	\$.	Direct Labor
	Direct Costs	\$.	Direct Costs
	Services by Others	\$.	Services by Others
	Additional Services **	\$.	Additional Services **
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7			
	Direct Labor	\$.	Direct Labor
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	Services by Others	\$.	Services by Others
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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: \$.