

RESOLUTION NO. 21750

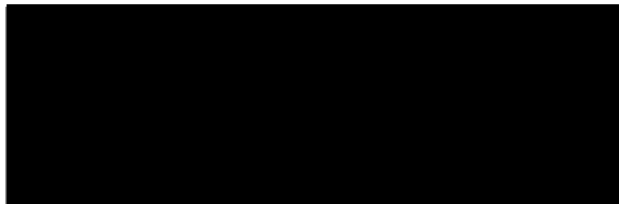
Background

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 21065 approved June 21, 2016, entered into an Agreement with Alfred Benesch & Co. / Christopher B. Burke Eng, Ltd. / Lin Engineering, Ltd. on Contract I-15-4656 for Design Services, on the North-South bypass of the Elgin O'Hare Western Access (EOWA) between the Tri-State Tollway (I-294) and Franklin Avenue/Green Street and on the Tri-State Tollway (I-294) from Mile Post 33.6 (North Avenue) to Mile Post 36.4 (Wolf Road).

Per Tollway request, Alfred Benesch & Co. / Christopher B. Burke Eng, Ltd. / Lin Engineering, Ltd. has submitted a proposal to provide Supplemental Design Services for Contract I-15-4656, increasing the contract upper limit by \$4,800,000.00, from \$24,442,011.52 to \$29,242,011.52. It is necessary and in the best interest of the Tollway to accept the proposal from Alfred Benesch & Co. / Christopher B. Burke Eng, Ltd. / Lin Engineering, Ltd.

Resolution

The Chief Engineering Officer is authorized to negotiate a Supplemental Agreement with Alfred Benesch & Co. / Christopher B. Burke Eng, Ltd. / Lin Engineering, Ltd. consistent with the aforementioned proposal to increase the contract upper limit by \$4,800,000.00, 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: _____
Chairman



Contract: I-15-4656 **PSB:** 15-2, Item #5
Consultant: Alfred Benesch & Company/
Christopher B. Burke
Engineering, Ltd/Lin
Engineering, Ltd. (TM) **PM:** Manar Nashif

Reviewer: Keisha Saintil **Review Date:** 5/7/2019

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

Exhibits A-H

Alfred Benesch & Company/Christopher B. Burke Engineering, Ltd/Lin Engineering, Ltd. (TM)
Ok

Alfred Benesch & Company

Exhibit C-3: Please note: **revision not required** either an individual listed on Exhibit C-3 is not listed on the current Payroll Rate Form (PRF) or the classification for an individual changed from the current PRF. **Please be sure to submit an updated PRF prior to invoicing.**

Lin Engineering, Ltd. -

Exhibit C-3: Please note: **revision not required** either an individual listed on Exhibit C-3 is not listed on the current Payroll Rate Form (PRF) or the classification for an individual changed from the current PRF. **Please be sure to submit an updated PRF prior to invoicing.**

Christopher B. Burke Engineering, Ltd.-

Exhibit C-3: Please note: **revision not required** either an individual listed on Exhibit C-3 is not listed on the current Payroll Rate Form (PRF) or the classification for an individual changed from the current PRF. **Please be sure to submit an updated PRF prior to invoicing.**

d'Escoto, Inc.-

Exhibit C-3: Please note: **revision not required** either an individual listed on Exhibit C-3 is not listed on the current Payroll Rate Form (PRF) or the classification for an individual changed from the current PRF. **Please be sure to submit an updated PRF prior to invoicing.**

GSG Consultants, Inc.-

Exhibit C-3: Please note: **revision not required** either an individual listed on Exhibit C-3 is not listed on the current Payroll Rate Form (PRF) or the classification for an individual changed from the current PRF. **Please be sure to submit an updated PRF prior to invoicing.**

The Roderick Group, Inc. -

Exhibit C-3Please note: **revision not required** either an individual listed on Exhibit C-3 is not listed on the current Payroll Rate Form (PRF) or the classification for an individual changed from the current PRF. **Please be sure to submit an updated PRF prior to invoicing.**

CH2M HILL, Inc.-

Exhibit C-3Please note: **revision not required** either an individual listed on Exhibit C-3 is not listed on the current Payroll Rate Form (PRF) or the classification for an individual changed from the current PRF. **Please be sure to submit an updated PRF prior to invoicing.**

Juneau Associates, Inc., P.C.-

Exhibit C-3: Please note: **revision not required** either an individual listed on Exhibit C-3 is not listed on the current Payroll Rate Form (PRF) or the classification for an individual changed from the current PRF. **Please be sure to submit an updated PRF prior to invoicing.**

Rubinos & Mesia Engineers, Inc. -

Exhibit C-3: Please note: **revision not required** either an individual listed on Exhibit C-3 is not listed on the current Payroll Rate Form (PRF) or the classification for an individual changed from the current PRF. **Please be sure to submit an updated PRF prior to invoicing**

CLOSE WINDOW

I-15-410524 Print

Business & Contact Information

BUSINESS NAME **Lin Engineering, Ltd.**

OWNER **Mr. Paul B. Lin**

ADDRESS **576 Oakmont Lane** [Map This Address](#)
Westmont, IL 60559

PHONE **630-323-5168 Ext. 588**

EMAIL jlin@lineng.com

Certification Information

CERTIFYING AGENCY **City of Chicago**

CERTIFICATION TYPE **MBE - Minority Business Enterprise**

CERTIFICATION DATE **5/2/2018**

RENEWAL DATE **4/30/2019**

EXPIRATION DATE **4/30/2019**

CERTIFIED BUSINESS DESCRIPTION **NAICS 541330 Engineering services
NAICS 541370 Surveying and mapping services (except geophysical)**

Commodity Codes

Code	Description
NAICS 541330	Engineering services
NAICS 541370	Surveying and mapping services (except geophysical)

Additional Information

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J-15-4656

Business & Contact Information

BUSINESS NAME **d'Escoto, Inc.**

OWNER **Mr. Federico J. d'Escoto**

ADDRESS **1200 N Ashland Ave
6th Floor
Chicago, IL 60622** [Map This Address](#)

PHONE **312-787-0707**

FAX **312-787-7322**

EMAIL **FDESCOTO@DESCOTOINC.COM**

Certification Information

CERTIFYING AGENCY **City of Chicago**

CERTIFICATION TYPE **DBE - Disadvantaged Business Enterprise**

CERTIFICATION DATE **5/18/2018**

RENEWAL DATE **4/1/2019**

EXPIRATION DATE **4/1/2019**

CERTIFIED BUSINESS DESCRIPTION **236210 Construction management, industrial building (except warehouses)
236220 Construction management, commercial and institutional building
237110 Construction management, water and sewage treatment plant
237310 Construction management, highway, road, street and bridge
237990 Construction management, mass transit
237990 Construction management, outdoor recreation facility
237990 Construction management, tunnel
541330 Engineering services
541511 Custom Computer Programming Services
541512 CAD (computer-aided design) systems integration design services
541512 CAE (computer-aided engineering) systems integration design services
541512 Computer Systems Design Consulting Services
541519 Other Computer Related Services
541611 Administrative and General management Consulting Services**

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1-15-4656

Business & Contact Information

BUSINESS NAME **GSG Consultants, Inc.**

OWNER **Mr. Guillermo Garcia**

ADDRESS **855 West Adams Street** [Map This Address](#)
Suite 200
Chicago, IL 60607-3019

PHONE **312-733-6262**

FAX **312-733-5612**

EMAIL **ggarcia@gsg-consultants.com**

Certification Information

CERTIFYING AGENCY **City of Chicago**

CERTIFICATION TYPE **MBE - Minority Business Enterprise**

CERTIFICATION DATE **1/31/2018**

RENEWAL DATE **3/15/2019**

EXPIRATION DATE **12/15/2021**

CERTIFIED BUSINESS DESCRIPTION **Lead Abatement Services;Lead and Asbestos Inspection Services;Air Flow Meters;Environmental Consulting**

Commodity Codes

Code	Description
NAICS 236220	Construction management, commercial and institutional building
NAICS 237310	Construction management, highway, road, street and bridge
NAICS 238910	Soil test drilling
NAICS 541330	Civil engineering services
NAICS 541380	Geotechnical testing laboratories or services
NAICS 541620	Environmental consulting services
NAICS 541620	Sanitation consulting services

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I-15-4650

Business & Contact Information

BUSINESS NAME **Rubinos & Mesia Engineers, Inc., DBA RME**

OWNER **Mr Dipak S Shah**

ADDRESS **200 S. Michigan Ave. - STE 1500** [Map This Address](#)
Chicago, IL 60604-3607

PHONE **312-870-6600**

FAX **312-663-1473**

EMAIL **Dshah@RME-i.com**

Certification Information

CERTIFYING AGENCY **Cook County**

CERTIFICATION TYPE **MBE - Minority Business Enterprise**

CERTIFICATION DATE **6/28/2018**

RENEWAL DATE **6/28/2019**

EXPIRATION DATE **6/28/2021**

CERTIFIED BUSINESS DESCRIPTION **Professional Services; Engineering and Structural Engineering Consulting Services; Construction Inspection Services**

Commodity Codes

Code	Description
NAICS 541330	Construction engineering services
NAICS 541330	Engineering services
NAICS 541330	Engineers' offices

Additional Information

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I-15-4656

Business & Contact Information

BUSINESS NAME **The Roderick Group, Inc., DBA Ardmore Roderick**

OWNER **Mr. Rashod Johnson**

ADDRESS **1327 West Washington Blvd** [Map This Address](#)
Suite 105
Chicago, IL 60607

PHONE **312-795-1400**

FAX **773-289-0567**

EMAIL **rashod@ardmoreroederick.com**

Certification Information

CERTIFYING AGENCY **City of Chicago**

CERTIFICATION TYPE **DBE - Disadvantaged Business Enterprise**

CERTIFICATION DATE **12/11/2018**

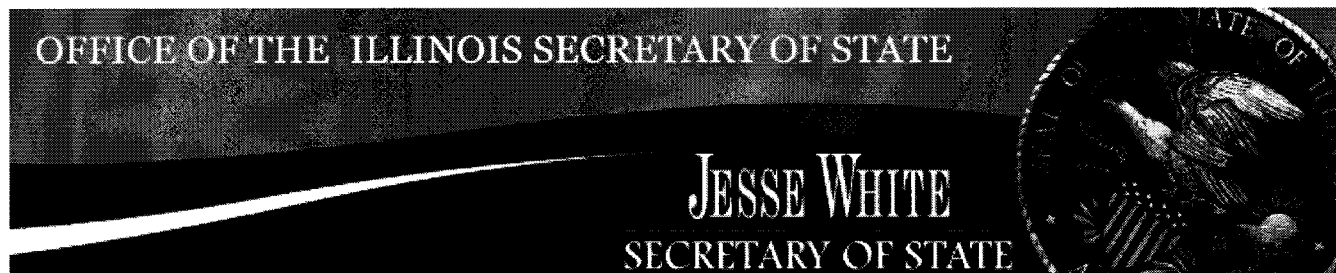
RENEWAL DATE **10/15/2019**

EXPIRATION DATE **10/15/2023**

CERTIFIED BUSINESS DESCRIPTION **236220 Construction management, commercial and institutional building**
237130 Construction management, power and communication transmission line
237310 Construction management, highway, road, street and bridge
237990 Construction management, mass transit
541330 Civil engineering services
541330 Engineering design services
541330 Engineering services
541370 Surveying and mapping services (except geophysical)
541611 Administrative Management and General Management Consulting Services

Commodity Codes

Code	Description
NAICS 236220	Construction management, commercial and institutional building



CORPORATION FILE DETAIL REPORT

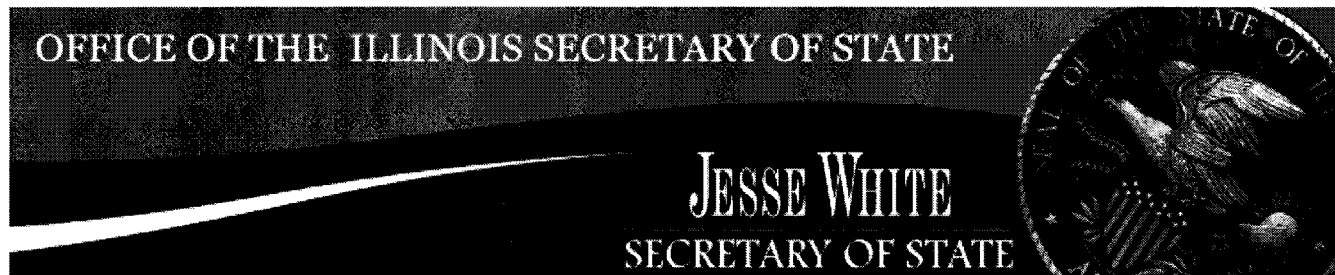
File Number	38515390		
Entity Name	ALFRED BENESCH & COMPANY		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	02/18/1959	State	ILLINOIS
Agent Name	ILLINOIS CORPORATION SERVICE C	Agent Change Date	11/04/2010
Agent Street Address	801 ADLAI STEVENSON DRIVE	President Name & Address	JOHN L CARRATO 35 W WACKER DR STE 3300 CHICAGO IL 60601
Agent City	SPRINGFIELD	Secretary Name & Address	SCOTT J SMITH SAME
Agent Zip	62703	Duration Date	PERPETUAL
Annual Report Filing Date	02/08/2019	For Year	2019

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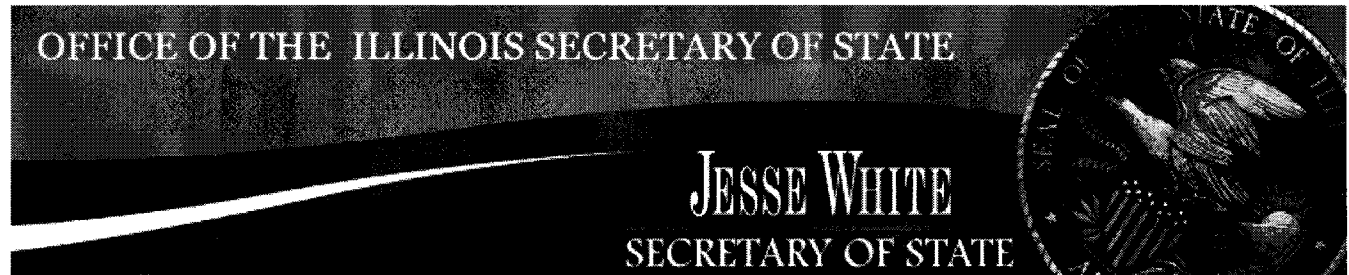
File Number	56269487		
Entity Name	LIN ENGINEERING, LTD.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	02/05/1991	State	ILLINOIS
Agent Name	FRED MU YUAN LIN	Agent Change Date	10/13/2017
Agent Street Address	576 OAKMONT LANE	President Name & Address	FRED LIN 5 BAYBROOK CT OAK BROOK IL 60523
Agent City	WESTMONT	Secretary Name & Address	JOHN LIN 116 ST FRANCIS CT SAME
Agent Zip	60559	Duration Date	PERPETUAL
Annual Report Filing Date	01/24/2019	For Year	2019

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CORPORATION FILE DETAIL REPORT

File Number	54407831		
Entity Name	CHRISTOPHER B. BURKE ENGINEERING, LTD.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	10/06/1986	State	ILLINOIS
Agent Name	CHRISTOPHER B BURKE	Agent Change Date	12/10/1993
Agent Street Address	9575 W HIGGINS RD 600	President Name & Address	CHRISTOPHER B BURKE 8S201 COLLEGE RD NAPERVILLE 60540
Agent City	ROSEMONT	Secretary Name & Address	SUSAN S BURKE SAME
Agent Zip	60018	Duration Date	PERPETUAL
Annual Report Filing Date	09/05/2018	For Year	2018

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Saintil, Keisha

From: Saintil, Keisha
Sent: Thursday, March 14, 2019 9:57 AM
To: Saintil, Keisha
Subject: Christopher B. Burke, Engineering, Ltd., Supplement DD, I-15-4656, [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 09:55 03/14/19

ACTION: S

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

DISCLAIMER:
AS OF 03/14/19 AT 09:55 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *** [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

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DESIGN SECTION ENGINEER
FIRST SUPPLEMENTAL AGREEMENT INCLUDING TEAMING

The Board of Directors, on the 21st day of **March, 2019**, 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 the Team of **ABLECB TM**, comprised of **ALFRED BENESCH & COMPANY / LIN ENGINEERING, LTD. / CHRISTOPHER B. BURKE ENGINEERING, LTD.** 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 15-2, Item 5**, and DESIGN SECTION ENGINEER entered into an agreement on **June 21, 2016**, to provide design section engineering services (hereinafter "Services") for Contract No. **I-15-4656** for **EOWA, I-294 to I-90, Tri-State and Franklin/Green Street**; 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 **February 11, 2019**, a copy of which is attached hereto as Exhibit "1", to provide said additional Services, and it is in the best interest of the TOLLWAY to accept said proposal.

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

ARTICLE I

General Provisions

Except as modified or changed herein, all terms, provisions and conditions contained in the original agreement between the TOLLWAY and the DESIGN SECTION ENGINEER dated **June 21, 2016** ("Original Agreement") and commonly referred to as Contract No. **I-15-4656**, 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. **I-15-4656** for **EOWA, I-294 to I-90, Tri-State and Franklin/Green Street** are reaffirmed and shall govern this Agreement as if fully set forth herein, it being the intent that this Agreement shall be a supplement to said agreement(s).

ARTICLE IV

Record Retention and Audit

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

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

ENGINEER, then the DESIGN SECTION ENGINEER shall reimburse the TOLLWAY or other State agency for the travel expenses of its auditors in the event that this right is invoked.

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

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

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

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

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

ARTICLE V

Compensation

The upper limit of compensation for said supplemental Services for Contract No. **I-15-4656 for EOWA, I-294 to I-90, Tri-State and Franklin/Green Street** performed by the DESIGN SECTION ENGINEER under the Original Agreement and including the services set forth herein, is hereby increased from \$ **24,442,011.52** by \$ **4,800,000.00** to \$ **29,242,011.52**.

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-15-4656** the day and year first above written.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY


ABLECB TM
ALFRED BENESCH & COMPANY /
LIN ENGINEERING, LTD. /
CHRISTOPHER B. BURKE, LTD.

By  5/22/19
Signature Date
Chair/~~Acting~~ Executive Director
Willard Evans, Jr./~~Kevin Artl~~

 3/19/19
Sr. Vice President-Signature Date
Alfred Benesch & Company
Kevin J. Fitzpatrick
Printed Name as Signed Above


APPROVED:

 5/20/19
Chief Financial Officer – Signature Date
Michael Colsch

 3/18/2019
President-Signature Date
Lin Engineering, Ltd.

APPROVED:


General Counsel – Signature Date

FRED LIN
Printed Name as Signed Above
 3/12/19
President-Signature Date
Christopher B. Burke, Ltd.
MICHAEL KORMA
Printed Name as Signed Above

Approved as to Form and Constitutionality

 5-14-19
Attorney General, State of Illinois - Signature Date

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

FOR CONTRACT NUMBER I-15-4656

This proposal, dated February 11, 2019, is submitted by ABLECB TM, a teaming of Alfred Benesch & Company, Lin Engineering, Ltd., & Christopher B. Burke Engineering Ltd. of Chicago, Illinois for Design Section Engineer's Service.

DESCRIPTION/LOCATION OF DESIGN SECTION

The location of the construction Contract I-15-4656 for which we propose to provide Design Section Engineering Services is EOWA, I-294 to I-90, TriState and Franklin/Green Street, in Cook County (Counties), Illinois.

REAFFIRMATION OF ORIGINAL AGREEMENT

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

SCOPE OF SUPPLEMENTAL DESIGN 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 \$ 24,442,011.52 by \$ 4,800,000.00 to \$ 29,242,011.52.

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-15-4656

SUBMITTED BY:

FIRM NAME: Alfred Benesch & Company

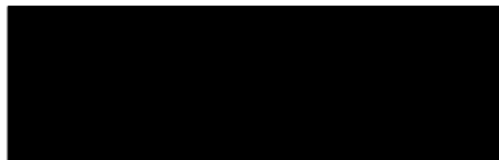
ADDRESS: 33 West Wacker Dr. Suite 3300

CITY, STATE &
ZIP CODE: Chicago, Illinois 60601

TELEPHONE: 312-565-0450

FACSIMILE: 312-565-2497

SIGNED BY:



PRINTED NAME: Elizabeth Gallagher

TITLE: Senior Vice President

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL PROPERTY |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

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

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

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

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS
IF REQUIRED BY WRITTEN CONTRACT
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that:

- a. You agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

(1) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the "written contract requiring insurance" applies;

(2) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; or

(3) If neither Paragraph (1) nor (2) above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; and

(b) The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

COMMERCIAL GENERAL LIABILITY

2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured will be limited to such minimum required limits of liability. For the purposes of determining whether this limitation applies, the minimum limits of liability required by the "written contract requiring insurance" will be considered to include the minimum limits of liability of any Umbrella or Excess liability coverage required for the additional insured by that "written contract requiring insurance". This endorsement will not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or 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 or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities.
 - c. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured during the policy period.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured under which that person or organization qualifies as a named insured, and we will not share with that other insurance. But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
 - d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to other insurance available to the additional insured which covers that person or organization as a named insured as described in Paragraph 3. above.
5. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or or-

COMMERCIAL GENERAL LIABILITY

ganization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed, during the policy period and:

- a. After the signing and execution of the contract or agreement by you; and
- b. While that part of the contract or agreement is in effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARCHITECTS, ENGINEERS AND SURVEYORS INDUSTRYEDGESM ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Broadened Named Insured
- B. Incidental Medical Malpractice
- C. Reasonable Force – Bodily Injury Or Property Damage
- D. Non-Owned Watercraft – Increased To Up To 75 feet
- E. Aircraft Chartered With Pilot
- F. Extension Of Coverage – Damage To Premises Rented To You
- G. Personal Injury – Assumed by Contract
- H. Increased Supplementary Payments
- I. Additional Insured – Owner, Manager Or Lessor Of Premises
- J. Additional Insured – Lessor Of Leased Equipment
- K. Additional Insured – State Or Political Subdivisions – Permits Relating To Premises
- L. Additional Insured – State Or Political Subdivisions – Permits Relating To Operations
- M. Who Is An Insured – Newly Acquired Or Formed Organizations
- N. Injury To Co-Employees And Co-Volunteer Workers
- O. Medical Payments Limit
- P. Knowledge And Notice Of Occurrence Or Offense
- Q. Other Insurance Condition
- R. Unintentional Omission
- S. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Contract
- T. Amended Bodily Injury Definition
- U. Amended Insured Contract Definition – Railroad Easement
- V. Additional Definition – Written Contract Requiring Insurance

PROVISIONS

A. BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES

The Named Insured in Item 1. of the Declarations is amended as follows:

The person or organization named in Item 1. of the Declarations and any organization, other than a partnership, joint venture, limited liability company or trust, of which you are the sole owner or in which you maintain the majority ownership interest on the effective date of the policy. How-

ever, coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer are the sole owner of, or maintain the majority ownership interest in, such organization.

B. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission

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- committed by any of your "employees" who is employed by you as a registered nurse, licensed practical nurse, emergency medical technician or paramedic, in providing or failing to provide "incidental medical services" or "Good Samaritan services" to a person.
2. The following is added to the **DEFINITIONS** Section:
 - a. "Incidental medical services" means medical, surgical, dental, laboratory, x-ray or nursing service, treatment, advice or instruction; the related furnishing of food or beverages; the furnishing or dispensing of drugs or medical supplies or appliances; or first aid.
 - b. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.
 3. The following is added to **Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED**

Paragraphs (1) (a), (b), (c) and (d) above do not apply to any of your "employees" who are employed by you as a registered nurse, licensed practical nurse, emergency medical technician or paramedic but only while performing the services described in Paragraph 1. above and while acting within the scope of their employment by you. Any such "employees" rendering "incidental medical services" or "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.
 4. The following exclusion is added to **Paragraph 2. Exclusions of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by or with the knowledge or consent of the insured.
 5. The following is added to **Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to you or any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" or "Good Samaritan services", except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.
 6. The following is added to **Paragraph 5. of SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed by any of your "employees" in providing or failing to provide "incidental medical services" or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
- C. REASONABLE FORCE PROPERTY DAMAGE – EXCEPTION TO EXPECTED OR INTENDED INJURY EXCLUSION**
- The following replaces Exclusion a., **Expected Or Intended Injury**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**
- a. **Expected Or Intended Injury Or Damage**

"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 any person or property.
- D. NON-OWNED WATERCRAFT – INCREASED TO UP TO 75 FEET**
1. The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**
 - (2) A watercraft you do not own that is:
 - (a) Less than 75 feet long; and
 - (b) Not being used to carry any person or property for a charge.
 2. The following is added to **SECTION II – WHO IS AN INSURED:**

Any person who, with your expressed or implied consent, either uses or is responsible for the use of a nonowned watercraft that is less than 75 feet and not being used to carry person or property for a charge is included as an insured under this Coverage Part.

E. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured; and
- (b) Not owned by any insured.

F. EXTENSION OF COVERAGE – DAMAGE TO PREMISES RENTED TO YOU

1. The following replaces the last paragraph of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

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

2. The insurance under this Provision F. does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Rupture, bursting, or operation of pressure relief devices;
- b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or
- c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

3. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for the sum of all damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission

of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$300,000; or
- b. The amount shown for the Damage To Premises Rented To You Limit in the Declarations for this Coverage Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:

- 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 to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water is not an "insured contract";

G. PERSONAL INJURY – ASSUMED BY CONTRACT

The following replaces Exclusion e., **Contractual Liability** in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

"Advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

H. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

COMMERCIAL GENERAL LIABILITY

2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

I. ADDITIONAL INSURED – OWNER, MANAGER OR LESSOR OF PREMISES

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you have agreed in a "written contract requiring insurance" to include as an additional insured on this Coverage Part is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that "written contract requiring insurance"; and
- b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, and arises out of the ownership, maintenance or use of that part of any premises leased to you under that "written contract requiring insurance".

2. The insurance provided to such additional insured under this Provision I. is subject to the following provisions:

- a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the "written contract requiring insurance", or the limits shown in the Declarations for this Coverage Part, whichever are less; and
- b. The insurance afforded to such additional insured does not apply to:
- (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you cease to be a tenant in that premises;
- (2) Any structural alterations, new construction or demolition operations

performed by or on behalf of such additional insured; or

- (3) Any premises for which coverage is excluded by another endorsement to this Coverage Part.

3. This Provision I. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

J. ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you have agreed in a "written contract requiring insurance" to include as an additional insured on this Coverage Part is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that "written contract requiring insurance"; and
- b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, in the maintenance, operation or use of equipment leased to you by such additional insured.

2. The insurance provided to such additional insured under this Provision J. is subject to the following provisions:

- a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the "written contract requiring insurance", or the limits shown in the Declarations for this Coverage Part, whichever are less; and
- b. The insurance afforded to such additional insured does not apply:
- (1) To any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after the equipment lease expires; or
- (2) If the equipment is leased with an operator.

3. This Provision J. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

K. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, is an insured, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

L. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any state or political subdivision that has issued a permit is an insured, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:

1. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
2. "Bodily injury" or "property damage" included within the "products – completed operations hazard".

M. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4.a. of **SECTION II – WHO IS AN INSURED**:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy pe-

riod, whichever is earlier. Any such newly acquired or formed organization that you report in writing to us within 180 days after you acquire or form the organization will be covered under this provision until the end of the policy period, even if there are more than 180 days remaining until the end of the policy period.

N. INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

The following is added to **SECTION II – WHO IS AN INSURED**:

1. Your "employees" are insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.
2. Your "volunteer workers" are insureds with respect to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business, or to your "employees" in the course of the "employee's" employment by you, provided that this coverage for your "volunteer workers" does not apply while performing duties unrelated to the conduct of your business.
3. Subparagraphs 2.a.(1)(a), (b) and (c) and 3.a. of **SECTION II – WHO IS AN INSURED** do not apply to "bodily injury" for which insurance is provided by paragraph 1. or 2. above.

O. MEDICAL PAYMENTS LIMIT

The following replaces paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown on the Declarations for Medical Expense Limit.

P. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2. **Duties In The Event of Occurrence, Offense, Claim Or**

COMMERCIAL GENERAL LIABILITY

Suit of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.

Q. OTHER INSURANCE CONDITION

1. The following replaces Paragraph 4., Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

4. Other Insurance

If valid and collectible "other insurance" is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the "other insurance" is also primary. Then, we will share with all that "other insur-

ance" by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the "other insurance", whether primary, excess, contingent or on any other basis:

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk, or similar coverage for "your work";
- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (3) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
- (4) If the loss arises out of the maintenance or use of aircraft, "autos", or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability; or
- (5) That is available to the insured when the insured is an additional insured under any other policy, including any umbrella or excess policy.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any provider of "other insurance" has a duty to defend the insured against that "suit". If no provider of "other insurance" defends, we will undertake to do so, but we will be entitled to the insured's rights against all those providers of "other insurance".

When this insurance is excess over "other insurance", we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such "other insurance" would pay for the loss in the absence of this insurance; and

- (2) The total of all deductible and self-insured amounts under that "other insurance".

We will share the remaining loss, if any, with any "other insurance" that is not described in this Excess Insurance provision.

c. Method Of Sharing

If all of the "other insurance" permits contribution by equal shares, we will follow this method also. Under this approach each provider of insurance contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the "other insurance" does not permit contribution by equal shares, we will contribute by limits. Under this method, the share of each provider of insurance is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.

2. The following definition is added to SECTION V – DEFINITIONS:

"Other insurance":

- a.** Means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (1) Another insurance company;
- (2) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit section of Paragraph 5. of **LIMITS OF INSURANCE** (Section III) or the Non cumulation of Personal and Advertising Injury limit sections of Paragraph 4. of **LIMITS OF INSURANCE** (Section III) applies;
- (3) Any risk retention group;
- (4) Any self-insurance method or program, other than any funded by you and over which this Coverage Part applies; or
- (5) Any similar risk transfer or risk management method.

- b.** Does not include umbrella insurance, or excess insurance, that you bought specifically to apply in excess of the Limits of

Insurance shown on the Declarations of this Coverage Part.

R. UNINTENTIONAL OMISSION

1. The following is added to Paragraph 6. **Representations of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance.

2. This Provision R. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

S. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY CONTRACT

The following is added to Paragraph 8. **Transfer of Rights of Recovery Against Others to Us of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

- 1. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;
- 2. Ongoing operations performed by you, or on your behalf, under a contract or agreement with that person or organization;
- 3. "Your work"; or
- 4. "Your products".

We waive these rights only where you have agreed to do so as part of a "written contract requiring insurance" entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense or "advertising injury" offense is committed.

T. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a per-

COMMERCIAL GENERAL LIABILITY

son, including death resulting from any of these at any time.

U. AMENDED INSURED CONTRACT DEFINITION – RAILROAD EASEMENT

1. Subparagraph c. of the definition of "insured contract" in the **DEFINITIONS** Section is replaced by the following:
 - c. Any easement or license agreement;
2. Subparagraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

V. ADDITIONAL DEFINITION – WRITTEN CONTRACT REQUIRING INSURANCE

The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or written agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), Paragraph 4. (**Other Insurance**), is amended as follows:

1. The following is added to Paragraph a. **Primary Insurance**:

However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs; and

- b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

subsequent to the signing and execution of that contract or agreement by you.

2. The first Subparagraph (2) of Paragraph b. **Excess Insurance** regarding any other primary insurance available to you is deleted.

3. The following is added to Paragraph b. **Excess Insurance**, as an additional subparagraph under Subparagraph (1):

That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/20/2019

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

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

PRODUCER Assurance Agency, Ltd. One Century Centre 1750 E. Golf Road Schaumburg, IL 60173	CONTACT NAME: Shawna Zamora PHONE (A/C No, Ext): (847) 463-7120 FAX (A/C, No): (847) 440-9127 E-MAIL ADDRESS: szamora@assuranceagency.com												
INSURED CHRIBBU-01 Christopher B. Burke Engineering, LTD 9575 W. Higgins Road Suite 600 Rosemont IL 60018	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A : Starr Surplus Lines Insurance Company</td> <td style="width: 20%;">NAIC #</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : Starr Surplus Lines Insurance Company	NAIC #	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER A : Starr Surplus Lines Insurance Company	NAIC #												
INSURER B :													
INSURER C :													
INSURER D :													
INSURER E :													
INSURER F :													

COVERAGES CERTIFICATE NUMBER: 809337434 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 SUBR INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			SLSLPRO26220018	6/1/2016	6/1/2019	Each Occurrence \$2,000,000 General Aggregate \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Proof of Insurance
 Contract Number I-15-4656

CERTIFICATE HOLDER Illinois State Toll Highway Authority 2700 Ogden Avenue One Authority Drive 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
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/20/2019

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 Donne Insurance Group, Inc 7777 W. 159th Street Suite B Tinley Park IL 60477		CONTACT NAME: Gail Pope PHONE (A/C, No, Ext): (708) 429-3100 FAX (A/C, No): (708) 429-3105 E-MAIL ADDRESS: Gail.Pope@DonneInsurance.com	
INSURED Christopher B. Burke Engineering Ltd. 9575 W. Higgins Road Suite 600 Rosemont IL 60018		INSURER(S) AFFORDING COVERAGE INSURER A: The Phoenix Ins Co NAIC # 25623 INSURER B: The Travelers Ind Co 25658 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2018-2019 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Contractual Liability GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	680-3H482979	10/15/2018	10/15/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA-6760L521	10/15/2018	10/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP-2C769665	10/15/2018	10/15/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
A	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	N/A	UB-7J091851	10/15/2018	10/15/2019	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Tollway Contract Number and Description (Contract No. I-15-4656; EOWA, I-294 to I-90- Tri-State and Franklin/Green Street. Phase II Engineering Services-Additional Insured: (Primary/Non-Contributory)-General Liability and Auto Liability: The Illinois State Toll Authority. 30 days notice of cancellation. Umbrella follows form. The policies shall be primary for the additional insured and not contributing with any other insurance or similar protection available to the additional insured. Additional Insured: Alfred Benesch & Company And Lin Engineering, Ltd.

CERTIFICATE HOLDER Illinois State Toll Highway Authority 2700 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
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the DEFINITIONS Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.





WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 13 (00)-01

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ALL PERSONS OR ORGANIZATIONS THAT ARE PARTIES TO A CONTRACT THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT, PROVIDED YOU EXECUTED THE CONTRACT BEFORE THE LOSS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. BROAD FORM NAMED INSURED
- B. BLANKET ADDITIONAL INSURED
- C. EMPLOYEE HIRED AUTO
- D. EMPLOYEES AS INSURED
- E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS
- F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS
- G. WAIVER OF DEDUCTIBLE – GLASS
- H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT
- I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT
- J. PERSONAL PROPERTY
- K. AIRBAGS
- L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
- M. BLANKET WAIVER OF SUBROGATION
- N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

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

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of SECTION III – **PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of SECTION III – **PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of SECTION III – **PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of SECTION III – **PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

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

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of SECTION III – **PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV – **BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – **BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

DESCRIPTIONS (Continued from Page 1)

contract. Waiver of Subrogation is applicable where required by written contract & allowed by law.

ADDITIONAL COVERAGES WHEN REQUIRED BY WRITTEN CONTRACT

This is a summary of the coverage provided under the following form (complete form available):

COMMERCIAL AUTOMOBILE COVERAGE FORM HA 99 16 03 12

Additional Insured if Required by Contract

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who is and Insured with regard to the ownership, maintenance or use of a covered "auto."

Primary and Non-Contributory

Only with respect to insurance provided to an additional insured in 1.D. – Additional Insured If Required by contract, the following provisions apply:

- 1) Primary Insurance When Required By Contract:** This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance Clause.
- 2) Primary and Non-Contributory To Other Insurance When Required By Contract:** If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other that this insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by method described in Other Insurance 5.d.

Waiver of Subrogation

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payment we make for damages under the Coverage Form.

This page has been left blank intentionally.

ADDITIONAL COVERAGES BY WRITTEN CONTRACT, AGREEMENT OR PERMIT

This is a summary of the coverage provided under the following form (complete form available):

BUSINESS LIABILITY COVERAGE FORM SS 00 08 04 05

Additional Insured When Required by Written Contract, Written Agreement or Permit

WHO IS AN INSURED under Section C. is amended to include as an additional insured, 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;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products completed operations hazard".

The person(s) or organization(s) are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under the provision only for that period of time required by the contract, agreement or permit.

With respect to the insurance afforded to the additional insured, this insurance does not apply to: "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specification; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. Liability And Medical Expenses General Conditions.

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.

Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

When You Add Others As An Additional Insured To This Insurance: That is other insurance available to an additional insured. However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

- (a) **Primary Insurance When Required By Contract:** This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.
- (b) **Primary And Non-Contributory To Other Insurance When Required By Contract:** If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Waiver of Subrogation

If you have waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided you waived your rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage

WORKERS' COMPENSATION

POLICY NUMBER: 20WBGAS1117

INSURED: Lin Engineering Ltd.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number:

Endorsement Number:

Effective Date:

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address:

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

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

SCHEDULE

NA

ANY PERSON OR ORGANIZATION
FROM WHOM YOU ARE REQUIRED BY
WRITTEN CONTRACT OR AGREEMENT
TO OBTAIN THIS WAIVER OF
RIGHTS FROM US.

Countersigned by

Authorized Representative

Form WC 00 03 13 Printed in U.S.A.

Process Date: 1

Policy Expiration Date:

Contract Information Sheet

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

Joint Venture
/ Team: ABLECB_TM

Lead Partner: Alfred Benesch & Company

2nd Partner: Lin Engineering, Ltd

3rd Partner: Christopher B. Burke Eng. Ltd

Contract Number: I-15-4656

Proposal Date: 2/11/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract No.: I-15-4656

Lead Partner: Alfred Benesch & Company

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

$$\begin{array}{r} 15,320.00 \\ \text{(Total Work Hours} \\ \text{from Exhibit C-2)} \end{array} \times \begin{array}{r} \$ 46.79 \\ \text{(Average Hourly} \\ \text{Rate from Exhibit} \\ \text{C-2)} \end{array} = \text{TOTAL DIRECT SALARY } \$ \underline{716,822.80}$$

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 \$ 2,007,103.84

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Consultant listed above.)

TOTAL DIRECT COSTS \$13,744.69

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) See JV summary

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

TOTAL SERVICES BY OTHERS See JV summary

D. ADDITIONAL SERVICES (Prime Consultant)

See JV summary
(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

See JV summary
(Requires prior authorization before use)

TOTAL ADDITIONAL SERVICES See JV summary
(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 2,020,848.53

Contract No.: I-15-4656

2nd Partner: Lin Engineering, Ltd

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

$$\begin{array}{r} \underline{3,600.00} \\ \text{(Total Work Hours} \\ \text{from Exhibit C-2)} \end{array} \times \begin{array}{r} \$ \quad 47.63 \\ \text{(Average Hourly} \\ \text{Rate from Exhibit} \\ \text{C-2)} \end{array} = \text{TOTAL DIRECT SALARY } \$ \underline{171,468.00}$$

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 \$ 480,110.40

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Consultant listed above.)

TOTAL DIRECT COSTS \$1,031.21

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) See JV summary

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

TOTAL SERVICES BY OTHERS See JV summary

D. ADDITIONAL SERVICES (Prime Consultant)

See JV summary
(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

See JV summary
(Requires prior authorization before use)

TOTAL ADDITIONAL SERVICES See JV summary
(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 481,141.61

Contract No.: I-15-4656

3rd Partner: Christopher B. Burke Eng. Ltd

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>3,728.00</u>	X	<u>\$ 45.00</u>	=	TOTAL DIRECT SALARY \$	<u>167,760.00</u>
(Total Work Hours from Exhibit C-2)		(Average Hourly Rate from Exhibit C-2)			

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 \$ 469,728.00

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Consultant listed above.)

TOTAL DIRECT COSTS _____

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) See JV summary

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

TOTAL SERVICES BY OTHERS See JV summary

D. ADDITIONAL SERVICES (Prime Consultant)

See JV summary
(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

See JV summary
(Requires prior authorization before use)

TOTAL ADDITIONAL SERVICES See JV summary
(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 469,728.00

EXHIBIT F

Contract No. I-15-4656

ABLECB_TM

SCOPE OF SERVICES

Modifications to the applicable portions of the DSE scope of work for additional design services requiring an increased level of effort as result of the following:

- 1.) I-294 Scope and Schedule Modificaitons
- 2.) Contract Packaging Changes
- 3.) Tollway Design Standard and Pavement Design Updates
- 4.) I-294 at County Line Road Exit Ramp Location Changes

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>d'Escoto</u></p> <table border="0"> <tr><td>Direct Labor</td><td style="text-align: right;">\$ 96,208.00</td></tr> <tr><td>Direct Costs</td><td style="text-align: right;">\$ 5.90</td></tr> <tr><td>Services by Others</td><td style="text-align: right;">_____</td></tr> <tr><td>Additional Services **</td><td style="text-align: right;">_____</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td style="text-align: right;">\$ 96,213.90</td></tr> </table>	Direct Labor	\$ 96,208.00	Direct Costs	\$ 5.90	Services by Others	_____	Additional Services **	_____	Total this Subconsultant (ULC)	\$ 96,213.90	<p>7 _____</p> <table border="0"> <tr><td>Direct Labor</td><td style="text-align: right;">_____</td></tr> <tr><td>Direct Costs</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Services by Others</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Additional Services **</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td style="text-align: right;">\$ -</td></tr> </table>	Direct Labor	_____	Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
Direct Labor	\$ 96,208.00																				
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** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ 673,548.75

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 673,548.75

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 14.03%

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)

<p>1 <u>CH2MHill, Inc.</u></p> <p>Direct Labor \$ 1,058,479.38</p> <p>Direct Costs \$ 25.97</p> <p>Services by Others </p> <p>Additional Services ** </p> <p>Total this Subconsultant (ULC) \$ 1,058,505.35</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>Juneau Associates, Inc., PC</u></p> <p>Direct Labor \$ 90,704.54</p> <p>Direct Costs \$ 5,523.22</p> <p>Services by Others </p> <p>Additional Services ** </p> <p>Total this Subconsultant (ULC) \$ 96,227.76</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>
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** Additional services funds require prior authorization before use

TOTAL Non-DBE/MBE/WBE Subconsultants: \$ 1,154,733.11

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

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 1,154,733.11

Contract Information Sheet

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

Consultant Name: Alfred Benesch & Company

Contract Number: I-15-4656

Proposal Date: 2/11/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract No.: I-15-4656

Consultant: Alfred Benesch & Company

Date: 2/11/2019

Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES										DIRECT COST - OVERTIME PREMIUM	
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Total Estimated		Total Overtime		
							Work Hours:	Hours:	Premium O/T Hourly Rate:	Premium:	
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	80.00	15,320.00	200.00	\$17.50	\$3,500.00	
No	Project Manager	\$40.00	\$70.00	\$63.00	\$63.00	3,440.00					
No	Senior Engineer/Planner	\$40.00	\$70.00	\$56.00	\$56.00	2,560.00					
No	Resident Engineer	\$40.00	\$70.00								
No	Project Engineer/Planner	\$25.00	\$60.00	\$42.00	\$42.00	2,740.00					
No	Staff Engineer/Planner	\$20.00	\$40.00	\$34.00	\$34.00	2,000.00					
No	Engineer /Accountant	\$20.00	\$60.00								
No	Senior Technical Specialist	\$25.00	\$60.00	\$42.00	\$42.00	2,000.00					
Yes	Technical Specialist	\$15.00	\$50.00	\$35.00	\$35.00	2,000.00		17.50		200.00	
No	Architect	\$30.00	\$70.00								
No	Realty Specialists	\$20.00	\$70.00								
No	Intern	\$8.25	\$20.00								
No	Admin/Clerical	\$8.25	\$40.00	\$28.00	\$28.00	500.00					

EXHIBIT "1"

Contract No.: I-15-4656

Consultant: Alfred Benesch & Company

Date: 2/11/2019

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	Senior Vice President	Elizabeth Gallagher	\$50 - \$70
Project Manager	Senior Project Manager	Hossam Abdou	\$40 - \$70
	Senior Project Manager	Richard Conrath	
	Senior Project Manager	Michael Magnuson	
	Senior Project Manager	Laura McGovern	
	Senior Project Manager	Michael O'Connor	
	Senior Project Manager	Joseph Saccamanno	
	Project Manager II	Kurt Naus	
	Project Manager II	Kevin Placzek	
	Project Manager II	William Schmanski	
	Project Manager II	Ryan Thady	
	Project Manager I	Mark Bendok	
	Project Manager I	Sara Davis	
	Project Manager I	Andrew Keaschall	
	Project Manager I	Joann Majewski	
	Project Manager I	Joselito Reambillo	
	Project Manager I	Gregory Reilly	
	Project Manager I	Timothy Schmidt	
	Project Manager I	Kyle Smith	
	Project Manager I	Jeffrey Tardy	
Senior Engineer/Planner	Senior Project Engineer	Veronica Hall	\$40 - \$70
	Senior Project Engineer	Alfred Yousif	
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Project Engineer II	Benjamin Chavez	\$25 - \$60
	Project Engineer II	Colin Coad	
	Project Engineer II	Brad Hodor	
	Project Engineer II	J Moreland	
	Project Engineer II	Geoffrey Thiesse	
	Project Engineer I	Mohammed Alsharbini	
	Project Engineer I	Matthew Becker	
	Project Engineer I	Kevin Doyle	
	Project Engineer I	Ashley Fowler	
	Project Engineer I	Aimee Gibson	
	Project Engineer I	John Gislason	
	Project Engineer I	Amelia Harris	

PRF 12/31/18

Contract No.: I-15-4656

Consultant: Alfred Benesch & Company

Date: 2/11/2019

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
	Project Engineer I	Matthew Hellanthal	
	Project Engineer I	Thomas Janicke	
	Project Engineer I	Sylvan Popovici	
	Project Engineer I	Daniel Schriks	
	Project Engineer I	Denise Soehrman	
	Project Engineer I	James Surber	
	Project Engineer I	Robert Tipton	
	Project Engineer I	Stephen Vaicik	
	Project Engineer I	Scott Wilkinson	
	Project Engineer I	Scott Woteczko	
Staff Engineer/Planner	Designer II	Ali ElAssy	\$20 - \$40
	Designer II	Ryan Parks	
	Designer I	Vincent Kania	
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist	Senior Technical Specialist	Richard Grimm	\$25 - \$60
	Senior Technical Specialist	Kenneth Holt	
	Senior Technologist	Terri Blank	
	Senior Designer	Naseer Mohammed	
	Senior Designer	Irena Svetov	
Technical Specialist	Technical Specialist II	Jennifer Worthington	\$15 - \$50
	Technical Specialist I	Emily Keaschall	
	Technologist I	Todd Blank	
	Technologist I	Kevin Snider	
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical	Office Manager	Quiana Fitzpatrick	\$8.25 - \$40
	Project Assistant I	Leslie George	
	Project Assistant I	Alyssa Chavez	

PRF 12/31/18

Contract No.: I-15-4656 Consultant: Alfred Benesch & Company

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

- B. **ALLOWABLE DIRECT COSTS - based on link below**
https://www.illinoistollway.com/documents/20184/238673/LG_TOL_LWAY_XX_ALLOWABLEDIRECTCOSTS_12132013.PDF/b3dab3

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

DIRECT COST CATEGORY

Railroad Flagger and ROE Permit

SUE Exploratory Testing

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 13,744.69

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-15-4656

Consultant: Alfred Benesch & Company

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Elizabeth Gallagher

Project Manager: Ryan Thady

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: Joann Majewski

Project Structural Engineer: Andrew Keaschall

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

EXHIBIT F

Contract No. I-15-4656

Alfred Benesch & Company

SCOPE OF SERVICES

Modifications to the applicable portions of the DSE scope of work for additional design services requiring an increased level of effort as result of the following:

- 1.) I-294 Scope and Schedule Modificaitons
- 2.) Contract Packaging Changes
- 3.) Tollway Design Standard and Pavement Design Updates
- 4.) I-294 at County Line Road Exit Ramp Location Changes

EXHIBIT G**Contract No. I-15-4656****Alfred Benesch & Company****CURRENT OBLIGATIONS FOR PROJECT**

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
P-91-190-07	PTB 143 – I-55 at Lorenzo Road	\$3,446,653.00	\$404,252.00	1/1/2020
D-93-029-07	PTB 145 - Phase I/II Various Structure Projs., Dist. 3	\$1,501,857.00	\$123,446.00	11/1/2017
P-91-597-10	PTB 157 – I-290 Widening Study	\$1,126,429.00	\$524,848.00	6/1/2019
D-94-088-06	PTB 152 – I-74/I-155 Interchange	\$5,596,887.00	\$182,159.00	7/1/2019
D-91-191-10	PTB 154 – IL-171/First Avenue	\$7,253,203.00	\$63,232.00	12/1/2019
P-91-599-10	PTB 156 – 95th & Stony, Phase I	\$1,549,259.00	\$67,088.00	12/1/2018
D-93-022-11	PTB 159 - IL-89 over Illinois River, Phase II	\$1,412,394.00	\$32,313.00	8/31/2019
I-11-4018	PSB 11-4 – Jane Adams Memorial Reconstruction – Higgins Rd to Randall Rd; I-90 DSE & DCM	\$11,545,793.00	\$108,147.00	4/1/2019
C-91-173-13	PTB 168 – Phase III Construction Inspection Services for U.S. 34 (Ogden Avenue) at the CNRR	\$4,661,156.00	\$45,604.00	1/1/2019
I-13-4104	PSB 13-1, Item 15 – I-90 Bridge & Ramp Reconstruction (IL 25)	\$12,156.00	\$11,105.00	12/1/2018
I-14-4188	PSB 14-1, Item 3 – I-90, IL 53 to Arlington Heights Rd. Widening	\$9,005,385.00	\$45,163.00	5/1/2019
I-14-4189	PSB 14-1 – Westbound Roadway & Bridge to IL 31 to the Fox River	\$91,000.00	\$46,151.00	6/1/2019
RR-14-9171	PSB 14-3 - Construction Management Services Upon Request	\$360,000.00	\$174,618.00	12/31/2019
I-15-4656	PSB 15-2 - EOWA, I-294 to I-90, Tri-State and Franklin /Green Street, Phase II	\$24,442,011.00	\$6,361,384.00	5/31/2024
P-91-348-15	PTB 176 – Various Phase I Studies	\$847,411.00	\$339,479.00	10/19/2023
P-91-440-14	PTB 173 - IL 43 (Harlem Ave.), 63rd St. to 65th St.	\$564,365.00	\$445,423.00	1/1/2019
C-91-174-17	PTB 183 - Weber Road - Phase III - Weber Road at I-55 Interchange	\$10,399,476.00	\$8,920,118.00	12/31/2020

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

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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):	-
	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)

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** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Lin Engineering, Ltd.

Contract Number: I-15-4656

Proposal Date: 2/11/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-15-4656 Consultant: Lin Engineering, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												Grand Total Exhibit A Hours	3,600
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL HOURS	
Concept														
Design Package 1					80	80	80	80	80	80	80	80	80	640
Design Package 2					80	80	80	80	80	80	80	80	80	640
Design Package 3					80	80	80	80	80	80	80	80	80	640
Design Package 4					80	80	80	80	80	80	80	80	80	640
TOTALS					320	320	320	320	320	320	320	320	320	2560

Contract Number: I-15-4656

Consultant: Lin Engineering, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Concept																
Design Package 1	80	80	80													240
Design Package 2	80	80	80													240
Design Package 3	80	80	80													240
Design Package 4	80	80	160													320
TOTALS	320	320	400													1040

Contract No.: I-15-4656

Consultant: Lin Engineering, Ltd.

Date: 2/11/2019

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 11 No. OF MONTHS

SCHEDULED START DATE: 5/1/2019

RAISE DATE: 1/1/2020

PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date
5/1/2019 - 12/31/2019	1/1/2020 - 3/31/2020	-	-	-	-
8.0	3.0				
11.0	11.0				11.0
72.73% Factor First Period	27.27% Escalation Factor Second Period				Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date
-	-	-	-	-	-
11.0	11.0				11.0
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-15-4656

Consultant: Lin Engineering, Ltd.

Date: 2/11/2019

Escalation Factor: 100.00%
(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES										DIRECT COST	
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Total Overtime Premium:		Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)	
							Total Estimated Work Hours:	Average Hourly Rate:			
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	50.00	3,600.00	\$47.63	\$171,468.00		
No	Project Manager	\$40.00	\$70.00	\$70.00	\$70.00	200.00					
No	Senior Engineer/Planner	\$40.00	\$70.00	\$61.50	\$61.50	300.00					
No	Resident Engineer	\$40.00	\$70.00								
No	Project Engineer/Planner	\$25.00	\$60.00	\$44.61	\$44.61	2,150.00					
No	Staff Engineer/Planner	\$20.00	\$40.00								
No	Engineer /Accountant	\$20.00	\$60.00								
No	Senior Technical Specialist	\$25.00	\$60.00	\$43.60	\$43.60	300.00					
No	Technical Specialist	\$15.00	\$50.00	\$33.77	\$33.77	300.00					
No	Architect	\$30.00	\$70.00								
No	Realty Specialists	\$20.00	\$70.00	\$54.69	\$54.69	300.00					
No	Intern	\$8.25	\$20.00								
No	Admin/Clerical	\$8.25	\$40.00								

Contract No.: I-15-4656

Consultant: Lin Engineering, Ltd.

Date: 2/11/2019

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	Principal	Paul B Lin	\$50 - \$70
Project Manager	Project Manager	Fred M Lin	\$40 - \$70
	Project Manager	Michael T Haley	
	Project Manager	Shiraz Tarique	
Senior Engineer/Planner	Senior Engineer	Suresh T Desai	\$40 - \$70
	Senior Engineer	Vincent Tabor	
	Senior Engineer	Koteswara R Ghanta	
Resident Engineer	N/A	N/A	\$40 - \$70
Project Engineer/Planner	Civil Engineer	Samuel G Lahniars	\$25 - \$60
	Civil Engineer	Zhengzhong Zhang	
	Civil Engineer	Robert Churchill	
	Civil Engineer	Imran Siddiqui	
	Civil Engineer	Hong Tan	
	Civil Engineer	Larry Chen	
	Civil Engineer	Fnu Zahed	
	Civil Engineer	Christopher G Younker	
	Civil Engineer	Aaron Lechtenberger	
Staff Engineer/Planner	N/A	N/A	\$20 - \$40
Engineer /Accountant	N/A	N/A	\$20 - \$60
Senior Technical Specialist	Senior Technician	Bogdan Dobrenko	\$25 - \$60
Technical Specialist	Technician	Douglas A Smedley	\$15 - \$50
	Technician	Heath Ridder	
	Technician	Robert F Swoboda	
Architect	N/A	N/A	\$30 - \$70
Realty Specialists	PLS	Jeffrey W Day	\$20 - \$70
	PLS	George L Woods	
	PLS	Duane E Weiss	
	PLS	Aaron Peterson	
Intern	N/A	N/A	\$8.25 - \$20
Admin/Clerical	N/A	N/A	\$8.25 - \$40
PRF 9/24/18			

Contract No.: I-15-4656 Consultant: Lin Engineering, Ltd.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

- B. **ALLOWABLE DIRECT COSTS - based on link below**
https://www.illinoistollway.com/documents/20184/238673/LG_TOL_LWAY_XX_ALLOWABLEDIRECTCOSTS_12132013.PDF/b3dab3

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

DIRECT COST CATEGORY

Railroad Costs:

Railroad Application Fee
Railroad Liability Insurance
Safety Training/ID Badges
Railroad Flaggers

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 1,031.21

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-15-4656

Consultant: Lin Engineering, Ltd.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Paul B. Lin, P.E., S.E.

Project Manager: Fred M. Lin, 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 No. I-15-4656

Lin Engineering, Ltd.

SCOPE OF SERVICES

Modifications to the applicable portions of the DSE scope of work for additional design services requiring an increased level of effort as result of the following:

- 1.) I-294 Scope and Schedule Modificaitons
- 2.) Contract Packaging Changes
- 3.) Tollway Design Standard and Pavement Design Updates
- 4.) I-294 at County Line Road Exit Ramp Location Changes

EXHIBIT G

Contract No. I-15-4656

Lin Engineering, Ltd.

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
IDOT; US Route 51	Phase I Engineering: New Construction	\$1,002,000.00	\$200,000.00	8/1/2017
IDOT; FAI Route 55	Phase I Engineering: Reconstruction	\$379,000.00	\$104,000.00	10/1/2019
IDOT; IL Route 129	Phase I Engineering: Reconstruction	\$363,000.00	\$170,000.00	10/1/2017
IDOT; I-55 Managed	Phase I Engineering: Reconstruction	\$761,000.00	\$224,000.00	8/1/2016
IDOT; 159th Street	Phase III Engineering: Reconstruction	\$679,000.00	\$591,000.00	11/1/2017

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

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)

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** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Christopher B. Burke Engineering, Ltd.

Contract Number: I-15-4656

Proposal Date: 2/11/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-15-4656 Consultant: Christopher B. Burke Engineering, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS				
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
Concept																	
Contract 1																	
Contract 2																	
Contract 3																	
Contract 4																	
Contract 5					175	175											350
Contract 6					244	244				244	244		248				1468
Contract 7																	
Contract 8					173	173				173	173		173		173		1384
Contract 9																	
Contract 10																	
TOTALS					592	592				417	417		421		173	173	3202

Contract Number: I-15-4656 Consultant: Christopher B. Burke Engineering, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Concept														
Contract 1														
Contract 2														
Contract 3														
Contract 4														
Contract 5														
Contract 6														
Contract 7														
Contract 8	173	173	180											526
Contract 9														
Contract 10														
TOTALS	173	173	180											526

Contract No.: I-15-4656

Date: 2/11/2019

Consultant: Christopher B. Burke Engineering, Ltd.

Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES										DIRECT COST OVERTIME PREMIUM				
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Total Estimated Work Hours:	Average Premium Hourly Rate:	Total Direct Labor	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)	Total Estimated O/T Hours:	Average Premium O/T Hourly Rate:	Total Overtime Premium:
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	208.00	3,728.00	\$45.00	\$167,760.00					
No	Project Manager	\$40.00	\$70.00	\$65.50	\$65.50	400.00								
No	Senior Engineer/Planner	\$40.00	\$70.00	\$54.00	\$54.00	400.00								
No	Resident Engineer	\$40.00	\$70.00											
No	Project Engineer/Planner	\$25.00	\$60.00	\$45.00	\$45.00	1,300.00								
No	Staff Engineer/Planner	\$20.00	\$40.00											
No	Engineer /Accountant	\$20.00	\$60.00	\$33.00	\$33.00	1,150.00								
No	Senior Technical Specialist	\$25.00	\$60.00	\$45.00	\$45.00	100.00								
No	Technical Specialist	\$15.00	\$50.00	\$40.00	\$40.00	60.00								
No	Architect	\$30.00	\$70.00	\$54.50	\$54.50	5.00								
No	Realty Specialists	\$20.00	\$70.00											
No	Intern	\$8.25	\$20.00	\$16.00	\$16.00	100.00								
No	Admin/Clerical	\$8.25	\$40.00	\$35.00	\$35.00	5.00								

EXHIBIT "1"

Contract No.: I-15-4656

Consultant: Christopher B. Burke Engineering, Ltd.

Date: 2/11/2019

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour	
Principal	Engineer VI	Michael E. Kerr	\$50 - \$70	
		Thomas Burke		
		Donald Dressel		
		Michael Matkovic		
		Jason Souden		
		George Ziegler*		
Project Manager	Engineer V	Lee Fell	\$40 - \$70	
		Jeffrey Julkowski		
		Patrick Kielty		
		Bryan Luke		
		Majid Mobasseri		
		Jonathan O'Connell		
		Val Racich		
		Gary Rozwadowski		
		Stephen Sugg		
		Bryan Welch		
	Martin Worman			
	Enviromental Res Spec V	Enviromental Res Spec V	Jedd Anderson	
			Julie Gangloff	
			Peter Knysz	
			Thomas McArdle	
John Murphy				
Senior Engineer/Planner	Survey V	John Murphy		
	Engineering Technician V	Mark Wrezezcz		
		Engineer IV	James Amelio	\$40 - \$70
			Emily Anderson	
			Jeffrey Barnett	
			David Buckley	
			Michael Cothard	
			Ilene Dailey	<i>Arison Galey</i>
			Jeana Gowin	
			Matthew Huffman	
			Andrew Pufundt	
			Melissaa McGhee	
			Martin Michalowicz	
			Donald Oliphant	
Travis Parry				
Michael Rodak				
Phillip Santos				
Luke Sherry				

RF 12/30/18

Contract No.: I-15-4656

Consultant: Christopher B. Burke Engineering, Ltd.

Date: 2/11/2019

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
		Kenneth Rasmussen	
		Angela Force	
		Eric Japsen	
		Thomas Kehoe	
		Casey Perry	
		Alexie Karavakis	
		Peter Magnelli	
		Paul Najarro Jr.	
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Engineer III	Miroslaw Antas	\$25 - \$60
		Michael Burke	
		David Kleinwachter	
		John LaPaglia	
		Nicholas Morel	
		Mark Thomas	
		Jeffery Williams	
	Survey III	Brian Gillett	
Staff Engineer/Planner			\$20 - \$40
Engineer /Accountant	Engineer I/II	Edmund Burke	\$20 - \$60
		Razvan Calin	
		Rebekkah Carney	
		Dena Delpazir	
		Ryan Duffy	
		Michael Gratzke	
		Richard Jezierny	
		Brian Kuilbus	
		William Loftus IV	
		John Miller	
		Francisco Martinez	
		Andrea Pizzo	
		Daniel Schroeder	
		Joshua Sitrick	
		Matthew Slawitschek	
		Jessica Taskila	
		Nicholas Tremmel	
		Joseph Wilk	
Senior Technical Specialist	Engineering Tehnician IV	Gerald Hennelly	\$25 - \$60
		Thomas Szabo	

Contract No.: I-15-4656

Consultant: Christopher B. Burke Engineering, Ltd.

Date: 2/11/2019

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
	Asst. CAD Manager	TBD	
	CAD Technician II	Fidel Bariso	
		Michael Goldenberg	
		Primo Razalan	
		Ella Sidorczuk	
		Eduardo Toda	
		Elmo Toda	
Technical Specialist	Environmental Specialist III	Megan Briggs	\$15 - \$50
		Kurt Hansen	
		Robert Sliwinski	
	Environmental Specialist I/II	TBD	
	Engineering Technician III	TBD	
	Engineering Technician I/II	Nigel Howell-Lindgren	
	GIS Specialist III	David Walters	
	Gis Specialist I/II	Matthew Hayes	
	Survey II	Thomas Wilk	
	Survey I	Alberto Torres	
	Environmental Resource Tech	Kenneth Kopija	
	CAD I	TBD	
Architect	Landscape Architect	Douglas Gotham	\$30 - \$70
Realty Specialists			\$20 - \$70
Intern	Engineering Intern	Joseph Lynch	\$8.25 - \$20
		Abigail Peterson	
		Jacob Speelman	
		Christopher Troiani	
	Survey Intern	TBD	
Admin/Clerical	Administrative	Paula Bassett	\$8.25 - \$40
		Julie Cahill	
		Heidi Cothard	
		Mercy Lamourt	
		Sharon Lennstrom	
		Kinberly Rocha	
		Mary Veit	

Contract No.: I-15-4656 **Consultant:** Christopher B. Burke Engineering, Ltd.

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/LG_TOL_LWAY_XX_ALLOWABLEDIRECTCOSTS_12132013.PDF/b3dab3

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

DIRECT COST CATEGORY

Permit Fees

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) _____

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-15-4656

Consultant: Christopher B. Burke Engineering, Ltd.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Michael Kerr

Project Manager: Jonathan O'Connell

Project Engineer: Jeana Gowin

Resident Engineer: N/A

Documentation Engineer: N/A

Project Civil Engineer: Mirosław Antas

Project Structural Engineer: N/A

Project Drainage Engineer: Ilene Dailey

Senior Engineer: Val Racich

Others: Name: Jedd Anderson

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

EXHIBIT F

Contract No. I-15-4656

Christopher B. Burke Engineering, Ltd.

SCOPE OF SERVICES

Modifications to the applicable portions of the DSE scope of work for additional design services requiring an increased level of effort as result of the following:

- 1.) I-294 Scope and Schedule Modificaitons
- 2.) Contract Packaging Changes
- 3.) Tollway Design Standard and Pavement Design Updates
- 4.) I-294 at County Line Road Exit Ramp Location Changes

EXHIBIT G

Contract No. I-15-4656

Christopher B. Burke Engineering, Ltd.

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
Prime				
RR-11-4032	Environmental Services Upon Request	\$5,000,000.00	\$15,000.00	5/1/2018
RR-18-4383	Tri-State Tollway 95th St - Balmoral Ave.	\$5,000,000.00	\$2,225,000.00	6/31/2023
Sub/Partner				
I-11-4014	Elgin O'Hare Bypass Sub to CH2M Hill	\$498,140.00	\$221,000.00	5/31/2018
I-12-4080	Illinois 53 Extension Sub to Transystems	\$800,000.00	\$0.00	4/1/2019
RR-14-4221	Tri State Tollway- Mile Long Bridge Sub to Locher, HDR, Quigg	\$1,326,200.00	\$6,400.00	3/1/2020
RR-14-4222	Tri State Tollway-BNSF Rail Sub to Bowman Barrett	\$1,038,371.00	\$114,200.00	8/31/2019
I-14-4190	I-90 BCP Tollway Partners JV	JV=9,499,523 CBBEL=2176971.36	\$0.00	7/1/2017
I-17-4303	Tri-State O'hare Oasis to Balmoral Ave Team with Bowman Barrett	\$2,159,969.96	\$0.00	11/30/2022
I-18-4356	Tri-State Wolf to Balmoral Sub to Locher	\$5,000.00	\$5,000.00	2/28/2019
IDOT				
P-91-004-09	Various Saftey Assessments	\$600,000.00	\$14,000.00	1/28/2018
P-91-007-09	IL 47 doe US 14 to Charles Road Sub to Strand	\$468,980.00	\$37,000.00	4/13/2019
P-91-388-10	US 45 (form IL 132 to IL 173)	\$1,655,172.00	\$3,000.00	1/28/2018

EXHIBIT G

Contract No. I-15-4656

Christopher B. Burke Engineering, Ltd.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
P-91-597-10	I-290 West of US 12/20/45 Sub to Parsons Brinckerhoff	\$1,549,992.00	\$94,000.00	1/31/2020
P-91-762-10	I-55 from I-355 to I-94 -Sub to Stantec	2,017,733.00	538,800.00	11/23/2018
D-91-01-14	IL 47 from US 14 to South of IL 176 Phase II Sub to Strand	244,927.00	113,000.00	04/22/19
D-91-467-14	FAU 2857 Wood Street from North of Little Calumet River to South of US6 Sub to Infrastructure	229,168.00	16,700.00	07/03/17
P-91-119-14	Various Phase I Contracts	1,200,000.00	314,000.00	02/01/19
P-91-224-16	Various Phase I Contracts	1,200,000.00	640,000.00	08/30/19
D-60-031-18	Various Scat Projects	300,000.00	21,000.00	11/01/20
P-91-014-18	Phase I IL 53 from IL 62 to US 12 Sub to RS & H	110,329.00	102,300.00	11/14/21
P-91-05-18	Interstate 90 from Interstate 94 to S of Ohio Sub to Lochner	Still in Negotiations	Still in Negotiations	
P-91-035-19	Various Survey Sub to Ardmore Roderick	Still in Negotiations	Still in Negotiations	
P-91-032-19	Various Environmental	Still in Negotiations	Still in Negotiations	
City of Chicago	Various Contracts	40,000,000.00	140,000.00	Various
All Other Work Public & Private	Various Contracts	41,979,000.00	12,486,000.00	Various

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: 30%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 20%;"></td> <td style="width: 5%;"></td> <td style="border-bottom: 1px solid black; width: 45%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: right; border-bottom: 1px solid black;">-</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): _____

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 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: d'Escoto, Inc.

Contract Number: I-15-4656

Proposal Date: 2/11/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-15-4656

Consultant: d'Escoto, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												Grand Total Exhibit A Hours	TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
S-01-B					40	40	60	60	40	40							240
S26								40	40					60	60		260
S06																	
TOTALS					40	40	60	100	80	60	60	60	60	60	60	60	500

Contract Number: I-15-4656 Consultant: d'Escoto, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
S-01-B																
S26	60	40														100
S06	80	60	60													200
TOTALS	140	100	60													300

Contract No.: I-15-4656 Consultant: d'Escoto, Inc.

Date: 2/11/2019

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 11 No. OF MONTHS
 SCHEDULED START DATE: 5/1/2019
 RAISE DATE: 1/1/2020
 PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date	Date
5/1/2019	-	12/31/2019	1/1/2020	-	5/31/2020	-
	8.0		3.0		11.0	11.0
	72.73%		27.27%			
	Factor First Period		Escalation Factor Second Period		Escalation Factor Third Period	Escalation Factor Fourth Period
						Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date	Date
	11.0		11.0		11.0	11.0
	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.: 1-15-4656

Consultant: d'Escoto, Inc.

Date: 2/11/2019

Escalation Factor: 100.00%
(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES										DIRECT COST OVERTIME PREMIUM		
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Total Estimated O/T					
							Estimated Hours	Average Premium O/T Hourly Rate	Total Overtime Premium			
No	Principal	\$50.00	\$70.00				800.00					
No	Project Manager	\$40.00	\$70.00	\$62.20	\$62.20	209.00						
No	Senior Engineer/Planner	\$40.00	\$70.00									
No	Resident Engineer	\$40.00	\$70.00									
No	Project Engineer/Planner	\$25.00	\$60.00	\$46.15	\$46.15	290.00						
No	Staff Engineer/Planner	\$20.00	\$40.00	\$26.50	\$26.50	301.00						
No	Engineer /Accountant	\$20.00	\$60.00									
No	Senior Technical Specialist	\$25.00	\$60.00									
No	Technical Specialist	\$15.00	\$50.00									
No	Architect	\$30.00	\$70.00									
No	Really Specialists	\$20.00	\$70.00									
No	Intern	\$8.25	\$20.00									
No	Admin/Clerical	\$8.25	\$40.00									

EXHIBIT "1"

Contract No.: I-15-4656

Consultant: d'Escoto, Inc.

Date: 2/11/2019

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	President		\$50 - \$70
	Vice President		
Project Manager		Travis Kluegel	\$40 - \$70
Senior Engineer/Planner			\$40 - \$70
Resident Engineer			\$40 - \$70
Project Engineer/Planner		Eric Dean	\$25 - \$60
Staff Engineer/Planner		Krzysztof Kluza	\$20 - \$40
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist			\$25 - \$60
Technical Specialist			\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical			\$8.25 - \$40
PRF 12/20/17			

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-15-4656

Consultant: d'Escoto, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: **Name:** _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

EXHIBIT F

Contract No. I-15-4656

d'Escoto, Inc.

SCOPE OF SERVICES

Modifications to the applicable portions of the DSE scope of work for additional design services requiring an increased level of effort as result of the following:

- 1.) I-294 Scope and Schedule Modificaitons
- 2.) Contract Packaging Changes
- 3.) Tollway Design Standard and Pavement Design Updates
- 4.) I-294 at County Line Road Exit Ramp Location Changes

EXHIBIT G

Contract No. I-15-4656

d'Escoto, 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-14-4656	EOWA, I-294 to I-90 Tri-State and Franklin/Green Street (Benesch/Burke/Lin)	\$489,929.00	\$384,831.00	5/31/2019
I-17-4093	Tollway PMO (HNTB)	\$7,608,000.00	\$7,525,023.00	12/31/2027
I-17-4299	Roadway Reconstruction, EW Connector (Quigg)	\$102,855.00	\$53,705.00	10/31/2022
I-17-4301	St Charles Road to North Avenue / Lake Street (BeneschJV)	\$209,746.00	\$196,906.00	3/31/2021
I-17-4304	Tri-State Tollway, Design Upon Request (Epstein)	\$208,870.00	\$197,158.00	12/31/2019
RR-14-4200	Tollway Maintenance Facilities	\$600,000.00	\$205,555.00	12/31/2020
RR-16-4253	PSB 16-2 I-88 Phase II Engineering (Lochmueller)	\$334,331.00	\$6,607.00	11/30/2018
RR-16-4254	I-88 Annie Glidden Road/IL-56 (Burns &	\$2,579,904.00	\$2,158,833.00	8/31/2019
RR-16-4256	PSB 16-1 #9 I-355 Phase II Engineering (Patrick)	\$358,503.00	\$186,552.00	11/30/2018
RR-16-4275	I-94 Roadway and Bridge Reconstruction (Ciorba)	\$848,062.00	\$545,131.00	12/31/2020
RR-17-4313	Memorial Tollway (I-88), Pavement and Structural (Clark Dietz)	\$205,000.00	\$205,000.00	12/31/2018
RR-17-4314	Pavement and Structural Preservation (HOH)	\$163,352.00	\$89,623.00	12/31/2018
PTB 176-04	Various Phase I Projects (Benesch)	\$138,189.00	\$138,189.00	12/31/2020
PTB162-020	IDOT D2 Phase III Various Various	\$1,600,000.00	\$347,299.00	11/30/2019
PTB182-08	IDOT D2 Various Various Phase 3	\$500,000.00	\$470,263.00	12/31/2022

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): _____

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 style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 20%;"></td> <td style="width: 10%;"></td> <td style="width: 30%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black;"></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 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 Consultants, Inc

Contract Number: I-15-4656

Proposal Date: 2/11/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract No.: I-15-4656 Consultant: GSG Consultants, Inc

Date: 2/11/2019

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 11 No. OF MONTHS
SCHEDULED START DATE: 5/1/2019
RAISE DATE: 1/1/2020
PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date
5/1/2019	12/31/2018	1/1/2019	3/31/2019	-	-
8.0	3.0	11.0	11.0	11.0	11.0
72.73%	27.27%	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
-	-	-	-	-	-
11.0	11.0	11.0	11.0	11.0	11.0
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-15-4656

Consultant: GSG Consultants, Inc

Date: 2/11/2019

Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES										DIRECT COST		
										Total Estimated O/T Hours:	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
										Average Hourly Rate: \$37.81		
										Total Direct Labor \$52,177.80		
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)				
No	Principal *	\$50.00	\$70.00	\$70.00	\$70.00	30.00						
No	Project Manager *	\$40.00	\$70.00	\$54.00	\$54.00	70.00						
No	Senior Engineer/Planner *	\$40.00	\$70.00	\$46.00	\$46.00	140.00						
No	Resident Engineer	\$40.00	\$70.00									
No	Project Engineer/Planner *	\$25.00	\$60.00	\$39.00	\$39.00	340.00						
No	Staff Engineer/Planner *	\$20.00	\$40.00	\$34.00	\$34.00	700.00						
No	Engineer /Accountant	\$20.00	\$60.00									
No	Senior Technical Specialist *	\$25.00	\$60.00									
No	Technical Specialist *	\$15.00	\$50.00									
No	Architect	\$30.00	\$70.00									
No	Realty Specialists	\$20.00	\$70.00									
No	Intern	\$8.25	\$20.00									
No	Admin/Clerical *	\$8.25	\$40.00	\$28.00	\$28.00	100.00						

EXHIBIT "1"

Contract No.: I-15-4656

Consultant: GSG Consultants, Inc

Date: 2/11/2019

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	Principal	Sassila, Ala	\$50 - \$70
Project Manager		Letzel, Scott	\$40 - \$70
		Olson, Jay	
		Suda, Robert	
		Thomas, Crispin	
Senior Engineer/Planner		Edgell, Dawn	\$40 - \$70
		Bartan, Alex	
		Kougias, George	
		Zhang, Min	
Resident Engineer	Resident Engineer		\$40 - \$70
Project Engineer/Planner	Project Engineer	Chipko, Matthew	\$25 - \$60
	Project Engineer	Johnson, Charles	
	Project Engineer	Kasang, Thomas	
	Project Engineer	Riad, Ossama	
	Project Engineer	Shaheen, Ehab	
Staff Engineer/Planner	Staff Engineer	Banoub, Youssef	\$20 - \$40
	Staff Engineer	Flores, Edwin	
	Staff Engineer	Kizawi, Ameer	
	Staff Engineer	Mustafa, Saeed	
	Staff Engineer	Pranadjaja, Eric	
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist			\$25 - \$60
Technical Specialist	Inspector	Cagney, Thaddeus	\$15 - \$50
	Inspector	McCoy, David	
	Inspector	Motlani, Imran	
	Inspector	Nieves, Angel	
	Inspector	Rowe, Joshua	
	Inspector	Scott, Jeremiah	
	Inspector	Widhalm, Nicholas	

Contract No.: I-15-4656

Consultant: GSG Consultants, Inc

Date: 2/11/2019

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical	Administrator	Garman, Hala	\$8.25 - \$40
	Administrator	Zarco, Petra	

Contract No.: I-15-4656 Consultant: GSG Consultants, 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/LG_TOL_LWAY_XX_ALLOWABLEDIRECTCOSTS_12132013.PDF/b3dab3
- C. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)	\$ <u>94,471.56</u>
--	----------------------------

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-15-4656

Consultant: GSG Consultants, Inc

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

EXHIBIT F

Contract No. I-15-4656

GSG Consultants, Inc.

SCOPE OF SERVICES

Modifications to the applicable portions of the DSE scope of work for additional design services requiring an increased level of effort as result of the following:

- 1.) I-294 Scope and Schedule Modificaitons
- 2.) Contract Packaging Changes
- 3.) Tollway Design Standard and Pavement Design Updates
- 4.) I-294 at County Line Road Exit Ramp Location Changes

EXHIBIT G

Contract No. I-15-4656

GSG Consultants, 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
4300	Geotechnical - I294	\$2,310,302.96	\$11,000,000.00	3/31/2019
4302	Geotechnical - I294	\$815,627.00	\$444,000.00	12/31/2019
4656	Geotechnical - EOWA	\$1,225,000.00	\$420,000.00	3/1/2019
4659	Assessment and CM	\$2,275,000.00	\$100,000.00	06/31/2019
4677	Geotechnical - EOWA	\$556,000.00	\$511,000.00	3/1/2019
4257	Environmental - Various	\$750,000.00	\$570,000.00	12/31/2020
9775	GEC	\$10,724,576.00	\$7,500,000.00	12/31/2021
4281	CM - 159th Street Bridge	\$1,647,571.00	\$230,000.00	3/1/2019
4301	Geotechnical - I294	\$762,000.00	\$2,000.00	3/1/2019
4298	Geotechnical - I294	\$1,125,000.00	\$900,000.00	3/1/2019

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): _____

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 (NQT DBE/MBE/WBE)

<p>1 <u>Alfred Benesch & Company</u></p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ -</p>	<p>6 _____</p> <hr/> <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>Bowman Consulting Group, Ltd</u></p> <hr/> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ -</p>	<p>7 _____</p> <hr/> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>3 <u>Juneau Associates, Inc., P.C.</u></p> <hr/> <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> <hr/> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>4 <u>Knight E/A, Inc</u></p> <hr/> <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> <hr/> <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> <hr/> <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> <hr/> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>

** Additional services funds require prior authorization before use

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

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: CH2M HILL, Inc.

Contract Number: I-15-4656

Proposal Date: 2/11/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-15-4656

Consultant:

CH2M HILL, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Contract S01-B					400	400	400	400	400	400	40	40	2480
Contract S26					400	400	400	400	400	400	800	800	4000
TOTALS					800	800	800	800	800	800	840	840	6480
													7,707

Contract Number: I-15-4656 Consultant: CH2M HILL, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Contract S01-B	24	24	24											72
Contract S26	800	331	24											1155
TOTALS	824	355	48											1227

Contract No.: I-15-4656

Consultant: CH2M HILL, Inc.

Date: 2/11/2019

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 11 No. OF MONTHS
 SCHEDULED START DATE: 5/1/2019
 RAISE DATE: 1/1/2020
 PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date	Date
5/1/2019	12/31/2019	1/1/2020	3/31/2020	-	-	-
8.0		3.0				
11.0		11.0		11.0		11.0
72.73%		27.27%				
Factor First Period		Escalation Factor Second Period		Escalation Factor Third Period		Escalation Factor Fourth Period
						Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date	Date
-	-	-	-	-	-	-
11.0		11.0		11.0		11.0
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-15-4656

Consultant: CH2M HILL, Inc.

Date: 2/11/2019

Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES							DIRECT COST		
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	OVERTIME PREMIUM		
							Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)	Total Overtime Premium:
No	Principal	\$50.00	\$70.00				Total Estimated O/T Hours: 7,707.00		
No	Project Manager	\$40.00	\$70.00				Average Premium O/T Hourly Rate: \$49.05		
No	Senior Engineer/Planner	\$40.00	\$70.00	\$66.45	\$66.45	2,600.00	Total Direct Labor \$378,028.35		
No	Resident Engineer	\$40.00	\$70.00						
No	Project Engineer/Planner	\$25.00	\$60.00	\$51.44	\$51.44	1,960.00			
No	Staff Engineer/Planner	\$20.00	\$40.00	\$33.86	\$33.86	2,000.00			
No	Engineer /Accountant	\$20.00	\$60.00						
No	Senior Technical Specialist	\$25.00	\$60.00						
No	Technical Specialist	\$15.00	\$50.00						
No	Architect	\$30.00	\$70.00						
No	Realty Specialists	\$20.00	\$70.00						
No	Intern	\$8.25	\$20.00						
No	Admin/Clerical	\$8.25	\$40.00	\$32.02	\$32.02	1,147.00			

EXHIBIT "1"

Contract No.: I-15-4656

Consultant: CH2M HILL, Inc.

Date: 2/11/2019

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour	
Principal	Vice President	Pilecky, Lidia <i>pid</i>	\$50 - \$70	
	Program Management 3/Manager of Talent 5	Chapowitz, Aaron		
Senior Engineer/Planner	Structural Engineer 6	Mockenhaupt, Keith	\$40 - \$70	
	Project Management 3	Lynch, Steven (Steve)		
	Structural Engineer 5	Jason Centers		
	Project Management 3	Klatt, David (Dave)		
	Geotechnical Engineer 6	Gavin, Mattew (Matt)		
	Technologist Management 4	Farouz, Emad		
	Project Management 2	Barthel, Paul		
	Project Management 1	Blackney, Chad		
	Project Management 2	Stoeck, William (Bill)		
	Geotechnical Engineer 6	Brusso, Kevin		
	Structural Engineer 6	Schmid, Karl		
	Technologist Professional 2	Panguluri, Srikanth	<i>Dave Perry Perry</i>	
	Environmental Scientist 5	Herron, Gretchen		
	Civil Engineer 4	Buddu, Kavita		
	Project Engineer/Planner	Planner 5	Flaws, Deborah	\$25 - \$60
Transportation/Traffic Engineer 5		Shah, Manisha		
Transportation/Traffic Engineer 4		Kukadia, Sarah		
Geotechnical Engineer 3		Toloz Barria, Pablo		
Transportation/Traffic Design Technician 6		Santiago, Antonio, (Tony)		
Transportation/Traffic Design Technician 6		Spivey, Garry		
Structural Design Technician 6		Weinert, Michael (Mike)		
Planner 6		King, Aimee		
Engineer 4		Leska, Katherine (Katie)		
Geotechnical Engineer 3		Knai, Hilde		
Transportation/Traffic Design Technician 4		Kujawa, Conrad		
Geologist 3		Mallison, James		
Civil Engineer 1		Nguyen, Nhan Tam		
Geotechnical Engineer 4		Padarath, Sara		
Hydrogeologist 5		Spande, Erik		
Biologist 4		Washebek Hackett, Michelle		
Staff Engineer/Planner		Technician 2	Strehlow, Robert	\$20 - \$40
		Biologist 2	Wnuk, Ryan	
	Biologist 1	Wilson, Katherine	<i>Katherine Wilson</i>	
	Civil Engineer 1	Niroula, Biplesh	<i>Niroula Biplesh</i>	

PRF 2/23/19

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-15-4656

Consultant: CH2M HILL, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: **Name:** _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

EXHIBIT F

Contract No. I-15-4656

CH2M HILL, Inc.

SCOPE OF SERVICES

Modifications to the applicable portions of the DSE scope of work for additional design services requiring an increased level of effort as result of the following:

- 1.) I-294 Scope and Schedule Modificaitons
- 2.) Contract Packaging Changes
- 3.) Tollway Design Standard and Pavement Design Updates
- 4.) I-294 at County Line Road Exit Ramp Location Changes

EXHIBIT G**Contract No. I-15-4656****CH2M HILL, 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
PSB 11-3	Elgin O'Hare Western Bypass Tollway, Design Corridor Manager	\$117,739,338.28	\$8,811,534.00	6/30/2022
PSB 14-3	RR-14-4224 I-294 Master Plan	\$38,347,000.00	\$75,000.00	7/31/2019
PSB 15-2	Elgin O'Hare Western Access, 4656 DSE	\$5,390,000.00	\$1,580,559.00	12/31/2019
PSB 16-3	I-16-4266 IL 53/120 EIS	\$25,000,000.00	\$5,475,764.00	6/30/2021
PSB 17-3	I-17-4300, I-294- Roosevelt to St. Charles Ph II	\$38,500,000.00	\$13,090,000.00	6/30/2020
PSB 18-4	I-18-4700 Design Corridor Manager Services (DCM) – EOWA Corridor (Illinois Route 390/I-490)	\$29,500,000.00	\$18,827,500.00	12/31/2025
PTB 170-21	Various IL Safety Program Analysis & Technical Support	\$12,000,000.00	\$3,845,893.00	7/2/2020
PTB 175-02	District 1 Var/Var PM	\$1,800,000.00	\$385,500.00	12/12/2023
PTB 160-19	District 8 Various Various	\$1,000,000.00	\$8,000.00	12/31/2021
PTB 180-23	IL Rte 3 Connector	\$1,785,649.00	\$508,000.00	7/31/2020
PTB 184-01	Various Bridge Inspection/Design	\$150,000.00	\$120,000.00	6/30/2021
PTB 157-10	US 20 Phase I	\$2,189,155.00	\$45,000.00	4/1/2019
PTB 159-31	Statewide Structural	\$2,000,000.00	\$450,000.00	12/31/2021
PTB 162-06	Revlac	\$1,464,310.00	\$5,000.00	11/30/2019
PTB 168-06	Smart Highway Ph I and II	\$3,893,050.00	\$450,000.00	12/1/2022
9-OPP-1423	Performance-Based Funding Tool	\$347,000.00	\$330,000.00	12/31/2019

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): _____

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

Contract Information Sheet

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

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

Contract Number: I-15-4656

Proposal Date: 2/11/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-15-4656 Consultant: Juneau Associates, Inc., P.C.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Task S01-B	26	28	26											80
Task S26	26	28	26											80
Task S06	26	28	26											80
TOTALS	78	84	78											240

Contract No.: I-15-4656 Consultant: Juneau Associates, Inc., P.C.

Date: 2/11/2019

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 11 No. OF MONTHS
 SCHEDULED START DATE: 5/1/2019
 RAISE DATE: 1/1/2020
 PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date
5/1/2019	12/31/2019	1/1/2020	3/31/2020	-	-
8.0	11.0	3.0	11.0	11.0	11.0
72.73% Factor First Period	27.27% Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period	

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date
-	-	-	-	-	-
11.0	11.0	11.0	11.0	11.0	11.0
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-15-4656

Date: 2/11/2019

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

Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES

							DIRECT COST		
							OVERTIME PREMIUM		
<p>Total Estimated Work Hours: 876.00</p> <p>Average Premium O/T Hourly Rate: \$36.98</p> <p>Total Overtime Premium: _____</p>							<p>Total Estimated O/T Hours: _____</p> <p>Average Premium O/T Hourly Rate: _____</p> <p>Total Overtime Premium: _____</p>		
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)	
No	Principal	\$50.00	\$70.00						
No	Project Manager	\$40.00	\$70.00						
No	Senior Engineer/Planner	\$40.00	\$70.00	\$70.00	\$70.00	196.00			
No	Resident Engineer	\$40.00	\$70.00						
No	Project Engineer/Planner	\$25.00	\$60.00						
No	Staff Engineer/Planner	\$20.00	\$40.00	\$28.20	\$28.20	322.00			
No	Engineer /Accountant	\$20.00	\$60.00	\$27.30	\$27.30	258.00			
No	Senior Technical Specialist	\$25.00	\$60.00						
No	Technical Specialist	\$15.00	\$50.00	\$25.50	\$25.50	100.00			
No	Architect	\$30.00	\$70.00						
No	Realty Specialists	\$20.00	\$70.00						
No	Intern	\$8.25	\$20.00						
No	Admin/Clerical	\$8.25	\$40.00						

EXHIBIT "1"

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-15-4656

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

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

EXHIBIT F

Contract No. I-15-4656

Juneau Associates, Inc., P.C.

SCOPE OF SERVICES

Modifications to the applicable portions of the DSE scope of work for additional design services requiring an increased level of effort as result of the following:

- 1.) I-294 Scope and Schedule Modificaitons
- 2.) Contract Packaging Changes
- 3.) Tollway Design Standard and Pavement Design Updates
- 4.) I-294 at County Line Road Exit Ramp Location Changes

EXHIBIT G

Contract No. I-15-4656

Juneau Associates, Inc., P.C.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
RR-16-4281	Surveying Services. Tri-State Tollway,	\$50,000.00	\$23,301.00	2.28.2019
I-16-4283	Jane Addams Memorial Construction Management Upon Request. On-call and as-needed construction management services.	\$100,000.00	\$33,656.00	12.31.2018
RR-17-4292	Construction Management Services. Systemwide, Veterans Memorial Tollway, Pavement Preservation	\$22,074.00	\$12,080.00	10.31.2018
I-17-4301	Phase II Engineering Services. Tri-State Tollway, Roadway Reconstruction, St. Charles Rd (M.P. 32.3) to North Avenue/Lake St. (M.P. 33.5)	\$212,000.00	\$158,168.00	10.31.2021
I-17-4308	Phase II Engineering Services. Tri-State Tollway, ITS & Lighting installation, 95th St. (M.P. 17.8) to Balmoral Ave. (M.P. 40.0)	\$152,000.00	\$147,457.00	12.31.2022
I-17-4309	Phase II Engineering Services. Tri-State Tollway, Advanced MOT Rehabilitation 95th St (M.P. 17.8) to East West Connector (M.P. 29.1)	\$29,000.00	\$29,000.00	12.31.2021
I-17-4310	Phase II Engineering Services. Tri-State Tollway, Advance MOT Rehabilitation, East West Connector (M.P. 29.1) to Balmoral Ave. (M.P. 40.0).	\$14,381.34	\$14,381.34	12.31.2022
RR-17-4314	Construction Management Services. Tri-State Tollway (I-2954) Pavement and Structural Preservation and Rehabilitation, M.P. 40.0 (Balmoral Ave) to M.P. 52.9 (Lake Cook Road). Construction Management Services	\$83,100.00	\$83,100.00	12.1.2018
I-17-4315	Construction Insp. & Surveying. Tri-State Tollway, Construction Management Upon Request. Phase III Engineering Services	\$150,000.00	\$150,000.00	9.30.2022
I-18-4352	Reagan Memorial Tollway (I-188), Windsor Road Bridge Widening. Phase II Engineering Services	\$33,800.00	\$33,800.00	11.30.2018

RR-18-4353	Surveying Services. Systemwide, Design upon Request. On call and as-needed Phase II Engineering Services	\$120,120.00	\$120,000.00	12.31.2021
RR-18-4355	Surveying & Construction Management Services. Intelligent Transportation Systems (ITS) Services Upon Request. On call and as-needed Phase II Engineering Services and Construction Management Services	\$70,000.00	\$70,000.00	6.30.2021
RR-18-4360	Construction Management Services. Systemwide, Construction Management Upon Request. On call and as-needed Construction Management Services	\$90,000.00	\$85,104.00	5.31.2020
I-18-4361	Elgin O'Hare Western Access, West Extension. Phase I Engineering Services for Planning Studies and Master Plan Services	\$129,000.00	\$129,000.00	12.31.2020
I-15-4656	Design Services - EOWA, I-294 to I-90 Tri-State and Franklin/Green Street	\$490,000.00	\$274,720.00	6.01.2018
I-17-4675	Elgin O'Hare Western Access, Jane Addams Memorial Tollway System Interchange (Eastbound Collector Distributor Road). Phase II Engineering	\$80,000.00	\$18,133.00	8.31.2020
RR-16-9197	Systemwide Design Services Upon Request Non Roadway. On-call and as-needed Phase II Engineering	\$100,000.00	\$62,467.00	12.31.2018
RR-18-4378	Systemwide, Construction Management Upon Request. On call and as-needed Construction Management Services	\$150,000.00	\$150,000.00	12.31.2020
RR-18-4379	Reagan Memorial Tollway, Roadway and Bridge Rehabilitation M.P. 117 (Aurora Toll Plaza) to M.P. 123.4 (IL 59). Phase II Engineering Services	\$150,000.00	\$147,691.40	5.31.2019
RR-18-9206	Materials Engineering Services, Systemwide	\$93,375.00	\$93,375.00	9.30.2019

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

Exhibits A-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)

<p>1</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ -</p>	<p>6</p> <hr/> <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</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ -</p>	<p>7</p> <hr/> <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> <hr/> <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> <hr/> <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> <hr/> <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> <hr/> <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> <hr/> <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> <hr/> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>

** Additional services funds require prior authorization before use

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

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: Rubinos & Mesia Engineers, Inc.

Contract Number: I-15-4656

Proposal Date: 2/11/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract No.: I-15-4656 Consultant: Rubinos & Mesia Engineers, Inc.

Date: 2/11/2019

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 11 No. OF MONTHS
 SCHEDULED START DATE: 5/1/2019
 RAISE DATE: _____
 PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date
5/1/2019	12/31/2019	1/1/2020	3/31/2020	-	-
8.0	11.0	3.0	11.0	11.0	11.0
72.73%	27.27%	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date
-	-	-	-	-	-
11.0	11.0	11.0	11.0	11.0	11.0
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-15-4656

Consultant: Rubinos & Mesia Engineers, Inc.

Date: 2/11/2019

Escalation Factor: 100.00%
(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES

Total Estimated Work Hours: 1,789.00
Average Hourly Rate: \$48.00
Total Direct Labor \$85,872.00

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES							DIRECT COST OVERTIME PREMIUM		
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)	
No	Principal	\$50.00	\$70.00	\$60.00	\$60.00	190.00			
No	Project Manager	\$40.00	\$70.00	\$60.00	\$60.00	190.00			
No	Senior Engineer/Planner	\$40.00	\$70.00	\$53.30	\$53.30	505.00			
No	Resident Engineer	\$40.00	\$70.00						
No	Project Engineer/Planner	\$25.00	\$60.00	\$42.50	\$42.50	450.00			
No	Staff Engineer/Planner	\$20.00	\$40.00						
No	Engineer /Accountant	\$20.00	\$60.00	\$40.00	\$40.00	304.00			
No	Senior Technical Specialist	\$25.00	\$60.00						
No	Technical Specialist	\$15.00	\$50.00	\$32.50	\$32.50	150.00			
No	Architect	\$30.00	\$70.00						
No	Realty Specialists	\$20.00	\$70.00						
No	Intern	\$8.25	\$20.00						
No	Admin/Clerical	\$8.25	\$40.00						

EXHIBIT "1"

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.

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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
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Overtime	Premium portion
Shift Differential	Actual cost (based on firm's policy)
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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
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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-15-4656

Consultant: Rubinos & Mesia Engineers, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: See Below

Project Manager: See Below

Project Engineer: Patrick Hodina PE

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: Behzad Amini PE

Project Structural Engineer: Thomas Harroun SE

Project Drainage Engineer: Patrick Haavig PE

Senior Engineer: _____

Others: Name: Mohsen Farahany PE SE

Classification: Principal & Sr. Project Manager

Name: Farhad Rezai, SE PE

Classification: Principal & QA/QC Manager

Name: Babu Patel PE

Classification: Roadway QA/QC

Name: _____

Classification: _____

EXHIBIT F

Contract No. I-15-4656

Rubinos & Mesia Engineers, Inc.

SCOPE OF SERVICES

PROJECT: Elgin O'Hare Western Access

COUNTY: Cook

TOLLWAY CONTRACT NO.: I-15-4656

RME - Rubinos & Mesia Engineers, Inc., as a sub-consultant to Benesch shall be responsible for multiple structural tasks for the subject project.

The structural design tasks are as follows:

1. Design Contract 5 — S01-B Work Package:

- 1) Addison Creek Tributary Culvert extension
 - Review 60% comments
 - Prefinal and Final PS&E submittals

2. Design Contract 8 — S06 Work Package:

- 1) Ramp S1 (SB I-490 to SB I-294) Pier 4 and Pier 5
 - Preliminary, Prefinal and Final PS&E submittals

3. Design Contract — S26 Work Package:

- 1) I-294 Roadway and Bridge Widening and Reconstruction North Ave. to S. of Grand Ave.
 - a. TBD

EXHIBIT G

Contract No. I-15-4656

Rubinos & Mesia Engineers, 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
174-008	IDOT FAP 344 (IL 83), at IL 171	\$451,637	\$10,000	Dec-17
D-91-340-14	(Archer Ave.) South Junction	\$260,000	\$73,000	Dec-18
CDOT	Chicago Halsted and Chicago River Phase II	\$5,750,000	\$316,000	Dec-20
14-1 Item 18 I-14-4196	Tollway I-90 and System wide, Design Services Upon Request	\$1,224,865	\$467,000	Nov-19
15-2 Item 5 I-15-4656	Supplement	\$1,965,000	\$1,800,000	Dec-20
17-2 Item 4 I-17-4677	Tollway Elgin O'Hare Western Access, I-294 to I-90	\$1,100,000	\$970,000	Dec-20
	Tollway Elgin O'Hare Western Access, Devon Ave. to Pratt Blvd.	\$1,585,000	\$1,003,000	Oct-22
17-2 Item 5 I-17-4678	Tollway Elgin O'Hare Western Access, Pratt Blvd. to Touhy Ave.			
17-3 Item 11 I-17-4306	Tri-State Tollway, Bridge Rehabilitation, Bridge Repairs, Bridge Demolition, Various Locations			

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

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

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

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

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

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

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

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

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

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

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

** 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: The Roderick Group, Inc.

Contract Number: I-15-4656

Proposal Date: 2/11/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract No.: I-15-4656 Consultant: The Roderick Group, Inc.

Date: 2/11/2019

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 11 No. OF MONTHS
 SCHEDULED START DATE: 5/1/2019
 RAISE DATE: 1/1/2020
 PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date
5/1/2019	-	12/31/2019	1/1/2020	-	3/31/2020
8.0		3.0			
11.0		11.0		11.0	11.0
72.73%		27.27%			
Factor First Period		Escalation Factor Second Period		Escalation Factor Third Period	Escalation Factor Fourth Period
					Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date
11.0		11.0		11.0	11.0
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-15-4656

Consultant: The Roderick Group, Inc.

Date: 2/11/2019

Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES

**DIRECT COST
OVERTIME PREMIUM**

Total
Estimated
Work Hours: 1,131.00

Average
Hourly Rate: \$30.37

Total Direct
Labor \$34,348.47

Total
Estimated O/T
Hours: _____

Average
Premium O/T
Hourly Rate: _____

Total Overtime
Premium: _____

Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
No	Principal *	\$50.00	\$70.00	\$70.00	\$70.00	8.00		
No	Project Manager *	\$40.00	\$70.00	\$69.02	\$69.02	35.00		
No	Senior Engineer/Planner *	\$40.00	\$70.00					
No	Resident Engineer	\$40.00	\$70.00					
No	Project Engineer/Planner *	\$25.00	\$60.00	\$31.18	\$31.18	222.00		
No	Staff Engineer/Planner *	\$20.00	\$40.00	\$28.23	\$28.23	866.00		
No	Engineer /Accountant	\$20.00	\$60.00					
No	Senior Technical Specialist	\$25.00	\$60.00					
No	Technical Specialist	\$15.00	\$50.00					
No	Architect	\$30.00	\$70.00					
No	Realty Specialists	\$20.00	\$70.00					
No	Intern	\$8.25	\$20.00					
No	Admin/Clerical *	\$8.25	\$40.00					

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-15-4656

Consultant: The Roderick Group, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

EXHIBIT F

Contract No. I-15-4656

The Roderick Group, Inc.

SCOPE OF SERVICES

Modifications to the applicable portions of the DSE scope of work for additional design services requiring an increased level of effort as result of the following:

- 1.) I-294 Scope and Schedule Modificaitons
- 2.) Contract Packaging Changes
- 3.) Tollway Design Standard and Pavement Design Updates
- 4.) I-294 at County Line Road Exit Ramp Location Changes

EXHIBIT G**Contract No. I-15-4656****The Roderick Group, 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
2102	Program Management Services - CTP	\$1,562,642.17	\$623,568.28	12/21/2019
RR-15-9975	RR ISTHA GEC - Sub to WSP	\$7,846,742.95	\$5,201,893.57	12/31/2021
I-16-4266	IL-53 EIS - Phase I Sub to CH2M	\$625,000.00	\$553,144.11	6/30/2020
RR-18-4377	Maint Facilities - Phase III Prime	\$6,530,000.00	\$6,434,077.48	8/31/2021
I-15-4656	ISTHA EOWA, I-294 to I-90	\$489,999.76	\$296,961.41	11/30/2019
I-17-4301	Central Tri-State - Phase II sub to Benesch	\$1,248,000.00	\$667,437.78	5/31/2019
RR-13-4154	Systemwide Utility Locate sub to HBK	\$1,400,000.00	\$263,272.85	8/31/2019
I-17-4093	ISTHA PMO - Sub to HNTB	\$17,484,000.00	\$16,137,565.29	12/31/2027
PTB 183-001	IDOT Wood Street Phase III Prime	\$5,380,144.00	\$5,380,144.00	12/31/2020
PTB 183-008	IDOT I-55/Weber Road Interchange Phase III sub to Benesch	\$675,143.45	\$675,143.45	12/31/2020
1528-14472 C	CCDOTh Preliminary Engineering Services sub to Milhouse	\$176,000.00	\$165,168.36	12/31/2019
E-5-454	CDOT Oakwood Boulevard Phase III sub to Wight	\$134,187.10	\$8,873.83	12/31/2019
52685	CDOT C*NECT PMO sub to CivilTech/Infrastructure	\$2,805,000.00	\$967,149.71	7/30/2027
61120	2016 IDOT CREATE sub to HNTB	\$714,675.00	\$82,391.37	12/31/2020
B-7-230	Wells Wentworth Connector sub to WSP	\$563,783.63	\$560,460.09	5/1/2021
	CDOT PMC Jackson Park Utilities	\$683,323.84	\$98,447.76	9/30/2019
PTB 189-001	I-80 at US 30 - Construction Inspection sub to TranSystems Corporation	\$310,641.00	\$310,641.00	12/31/2020
I-18-4356	Wolf Road to Balmoral Avenue sub to Lochner	\$810,000.00	\$593,412.04	12/31/2020
B-4-154	CDOT Arterial Streets Resurfacing Prime	\$816,892.49	\$141,914.97	5/31/2019
1655-15826	CM Services CCDOTh sub to Lochner	\$124,999.98	\$111,117.38	9/30/2020
18146019	CTA Rapid Charge Design Build sub to JLK Architects	\$231,060.00	\$138,086.97	12/31/2019
RR-18-9016	ISTHA Contract Phase III Engineering Services sub to Arcadis US, Inc.	\$300,000.00	\$300,000.00	9/30/2020
4L0131G/900	MCORE Project 5 Green Street sub to Hanson	\$16,416.40	\$8,998.60	9/30/2019

Contract No.: I-15-4656

Consultant: The Roderick Group, Inc.

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

Table with 10 columns (1-10) and 5 rows (Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC)). Each row contains a description and a monetary value, mostly showing zeros.

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

Exhibits A-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)

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** Additional services funds require prior authorization before use

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

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

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