

RESOLUTION NO. 22048

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 21065 approved June 21, 2016, entered into an Agreement with Alfred Benesch & Company /Christopher B. Burke Engineering, Ltd./Lin Engineering, Ltd. on Contract No. 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 & Company /Christopher B. Burke Engineering, Ltd./Lin Engineering, Ltd. submitted a proposal to provide Supplemental Design Services for Contract No. I-15-4656 in an amount not to exceed \$900,000.00, increasing the contract upper limit from \$29,242,011.52 to \$30,142,011.52. It is necessary and in the best interest of the Tollway to accept Alfred Benesch & Company /Christopher B. Burke Engineering, Ltd./Lin Engineering, Ltd.’s proposal.

Resolution

The Chief Engineering Officer is authorized to negotiate an Amended Agreement with Alfred Benesch & Company /Christopher B. Burke Engineering, Ltd./Lin Engineering, Ltd., consistent with the aforementioned proposal, to increase the contract upper limit by \$900,000.00, subject to review and approval by the General Counsel. The Chairman/Chief Executive Officer of the Tollway is authorized to execute the Agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:



Chairman



Contract: I-15-4656

PSB: 15-2

Consultant: Alfred Benesch/Christopher B. Burke/Lin Engineering

PM: Manar Nashif

Reviewer: Frank Fratto

Review Date: 7/20/2020

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

Exhibits A-H

Alfred Benesch & Company – Ok

Christopher B. Burke Engineering – Ok

Lin Engineering – Ok

d’Escoto, Inc. – Ok

Rubinos & Mesia Engineers – Ok

The Roderick Group – Ok

Juneau Associates, Inc., P.C. - Ok

CH2M Hill Companies, Ltd. - Ok

⊕ View up to date information on how Illinois is handling the Coronavirus Disease 2019 (COVID-19) ✕
from the Illinois Department of Public Health (<http://www.dph.illinois.gov/topics-services/diseases-and-conditions/diseases-a-z-list/coronavirus>)

Unified Certification Program - Search

Contractor Details

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

Print

Lin Engineering, Ltd. Email: flin@lineng.com

Fred M. Lin

Phone: (630) 323-5168

576 Oakmont Ln.

Fax: (630) 323-5174

Westmont, IL 60559

County: DuPage

Categories: Architecture\Engineering, Professional

NAICS	Speciality
541330-Engineering Services	541330- FREEWAYS SPEC. SERVS.: CONSTRUCTION
541360-Geophysical Surveying & Mapping Services	INSPECTION TRAFFIC SIGNALS STUDIES: TRAFFIC
541370-Surveying & Mapping (except Geophysical) Serv.	STUDIES: SAFETY STUDIES: FEASIBILITY LOCATION DRAINAGE
541715-Research and Development in the Physical, Engineering, and Life Sciences (except Nanotechnology and Biotechnology)	RECONSTRUCTION/MAJOR REHABILITATION WATERWAYS: COMPLEX ROADS AND STREETS HIGHWAY STRUCTURE: TYPICAL HIGHWAY STRUCTURE: SIMPLE STRUCTURES: RAILROAD HIGHWAY STRUCTURE: ADVANCED TYPICAL WATERWAYS: TYPICAL REHABILITATION
	541360- STRUCTURE GEOTECHNICAL REPORTS
	541370- SURVEYING
	541715- RESEARCH

Certified Profile

[CLOSE WINDOW](#) 
[Print](#)

Business & Contact Information

BUSINESS NAME	dEscoto 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	Cook County
CERTIFICATION TYPE	MBE - Minority Business Enterprise
CERTIFICATION DATE	1/27/2020
RENEWAL DATE	1/27/2021
EXPIRATION DATE	1/27/2021
CERTIFIED BUSINESS DESCRIPTION	Professional Services: Civil Engineering; Construction and Program Management; Cost Estimating; Technology: Computer-Aided Design (CAD) System, Computer-Aided Engineering (CAE) System, Computer System Design and Custom Programming Services

Commodity Codes

Code	Description
NAICS 236210	Construction management, industrial building (except warehouses)
NAICS 236220	Construction management, commercial and institutional building
NAICS 237110	Construction management, water and sewage treatment plant
NAICS 237310	Construction management, highway, road, street and bridge
NAICS 237310	Highway, Street, and Bridge Construction

NAICS 237310	Road construction
NAICS 237990	Construction management, mass transit
NAICS 237990	Construction management, outdoor recreation facility
NAICS 237990	Construction management, tunnel
NAICS 541330	Construction engineering services
NAICS 541330	Engineering consulting services
NAICS 541511	Custom Computer Programming Services
NAICS 541512	CAD (computer-aided design) systems integration design services
NAICS 541512	CAE (computer-aided engineering) systems integration design services
NAICS 541512	Computer Systems Design Services
NAICS 541519	Other Computer Related Services
NAICS 541611	Administrative Management and General Management Consulting Services

Additional Information

⊕ View up to date information on how Illinois is handling the Coronavirus Disease 2019 (COVID-19) ✕
from the Illinois Department of Public Health (<http://www.dph.illinois.gov/topics-services/diseases-and-conditions/diseases-a-z-list/coronavirus>)

Unified Certification Program - Search

Contractor Details

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

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**The Roderick Group,
Inc. dba Ardmore
Roderick**

Rashod Johnson
1500 W Carroll Ave
Chicago, IL 60607-0000

County: Cook

Email: rashod@ardmoreroderick.com

Phone: 312-795-1400

Fax: 773-289-0567

Categories: Professional

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

Certified Profile

CLOSE WINDOW 

[Print](#)

Business & Contact Information

BUSINESS NAME	Rubinos & Mesia Engineers, Inc., DBA RME
OWNER	Mr Dipak S Shah
ADDRESS	200 S. Michigan Ave. - STE 1500 Chicago, IL 60604-3607 Map This Address
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	12/23/2019
RENEWAL DATE	12/23/2020
EXPIRATION DATE	12/23/2021
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



Office of the Secretary of State Jesse White
CYBERDRIVEILLINOIS.COM

Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number 38515390

Entity Name ALFRED BENESCH & COMPANY

Status
ACTIVE

Entity Information

Entity Type
CORPORATION

Type of Corp
DOMESTIC BCA

Incorporation Date (Domestic)
Wednesday, 18 February 1959

State
ILLINOIS

Duration Date
PERPETUAL

Agent Information

Name ILLINOIS CORPORATION SERVICE C
Address 801 ADLAI STEVENSON DRIVE SPRINGFIELD , IL 62703
Change Date Thursday, 4 November 2010

Annual Report
Filing Date Thursday, 30 January 2020
For Year 2020

Officers
President Name & Address JOHN L CARRATO 35 W WACKER DR STE 3300 CHICAGO IL 60601
Secretary Name & Address SCOTT J SMITH SAME

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[Adopting Assumed Name](#)

[Articles of Amendment Effecting A Name Change](#)

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

(One Certificate per Transaction)

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Tue Jun 09 2020



Office of the Secretary of State Jesse White
CYBERDRIVEILLINOIS.COM

Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number 54407831

Entity Name CHRISTOPHER B. BURKE ENGINEERING, LTD.

Status
ACTIVE

Entity Information

Entity Type
CORPORATION

Type of Corp
DOMESTIC BCA

Incorporation Date (Domestic)
Monday, 6 October 1986

State
ILLINOIS

Duration Date
PERPETUAL

Agent Information

Name CHRISTOPHER B BURKE
Address 9575 W HIGGINS RD 600 ROSEMONT , IL 60018
Change Date Friday, 10 December 1993

Annual Report
Filing Date Friday, 30 August 2019
For Year 2019

Officers
President Name & Address CHRISTOPHER B BURKE 8S201 COLLEGE RD NAPERVILLE 60540
Secretary Name & Address SUSAN S BURKE SAME

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Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number 56269487

Entity Name LIN ENGINEERING, LTD.

Status
ACTIVE

Entity Information

Entity Type
CORPORATION

Type of Corp
DOMESTIC BCA

Incorporation Date (Domestic)
Tuesday, 5 February 1991

State
ILLINOIS

Duration Date
PERPETUAL

Agent Information

Name LAVELLE LAW, LTD.
Address 1933 N MEACHAM RD STE #600 SCHAUMBURG , IL 60173
Change Date Thursday, 30 April 2020

Annual Report
Filing Date Thursday, 26 December 2019
For Year 2020

Officers
President Name & Address FRED LIN (TR) 576 OAKMONT LN WESTMONT 60559
Secretary Name & Address SAME

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(One Certificate per Transaction)

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Tue Jun 09 2020

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

10:42 06/10/20

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 06/10/20 AT 10:43 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *****[REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

10:42 06/10/20

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 06/10/20 AT 10:44 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *****[REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

10:42 06/10/20

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 06/10/20 AT 10:45 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *****[REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

10:42 06/10/20

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 06/10/20 AT 10:47 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *****[REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

10:42 06/10/20

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 06/10/20 AT 10:48 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *****[REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

10:42 06/10/20

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 06/10/20 AT 10:50 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *****[REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

10:42 06/10/20

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 06/10/20 AT 10:53 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *****[REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

10:42 06/10/20

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 06/10/20 AT 10:55 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

DESIGN SECTION ENGINEER
SECOND SUPPLEMENTAL AGREEMENT INCLUDING TEAMING

The Board of Directors, on the 25th day of **June, 2020**, authorized this **SECOND SUPPLEMENTAL AGREEMENT** to be entered into by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter sometimes referred to as "TOLLWAY", and the Team 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".

WITNESSETH:

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 **June 1, 2020**, a copy of which is attached hereto as Exhibit "1", to provide said additional Services, and it is in the best interest of the TOLLWAY to accept said proposal.

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

ARTICLE I

General Provisions

Except as modified or changed herein, all terms, provisions and conditions contained in the original agreement between the TOLLWAY and the 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 until the

latest of the end date of the original agreement, the end date of the most recent supplemental agreement, the end date of any previously approved contract renewal or amendment or the last day of the last month of the last year of the schedule included at Exhibit "A" in the attached proposal.

ARTICLE III

Reaffirmation of Original Agreement

All covenants and agreements contained in the Original Agreement made and entered into by and between the TOLLWAY and DESIGN SECTION ENGINEER and all prior Supplemental Agreements, if any, to provide Services for Contract No. **I-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 **\$29,242,011.52** by **\$900,000.00** to **\$30,142,011.52**.

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 **SECOND SUPPLEMENTAL AGREEMENT** for **I-15-4656** the day and year first above written.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY


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

By  08/01/2020
Willard S. Evans, Jr. (Jul 31, 2020 20:20 CDT)
Chairman/CEO - Signature Date
Willard S. Evans, Jr.



President-Signature Date 7/14/20
Alfred Benesch & Company

APPROVED:

Jose Alvarez (Jul 31, 2020 08:52 CDT) 07/31/2020
Executive Director - Signature Date
Jose Alvarez

Elizabeth Gallagher
Printed Name as Signed Above
 7/14/2020
President-Signature Date
Lin Engineering, Ltd.

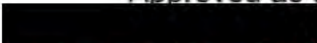
APPROVED:

07/30/2020
Chief Financial Officer - Signature Date
Cathy R. Williams

FRED LIN
Printed Name as Signed Above

APPROVED:

Kathleen R. Pasulka-Brown (Jul 21, 2020 13:26 CDT) 07/21/2020
General Counsel - Signature Date
Kathleen Pasulka-Brown


President-Signature Date 7/14/2020
Christopher B. Burke, Ltd

Michael Kerr
Printed Name as Signed Above

Approved as to Form and Constitutionality
 07/21/2020
Robert Lane, A.A.G. (Jul 21, 2020 13:25 CDT)
Attorney General, State of Illinois - Signature Date

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

FOR CONTRACT NUMBER I-15-4656

This proposal, dated June 1, 2020, is submitted by Team of Alfred Benesch & Company/Lin Engineering/Christopher B. Burke Engineering, Ltd. of Chicago IL for Design Section Engineering and Construction Management Services.

DESCRIPTION/LOCATION OF DESIGN and CONSTRUCTION SECTION

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

REAFFIRMATION OF ORIGINAL AGREEMENT

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

SCOPE OF SUPPLEMENTAL DESIGN SECTION ENGINEERING AND CONSTRUCTION MANAGER SERVICES

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

FEE PROPOSAL

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

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

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

AGREEMENT LIMITS

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

The Upper Limit Compensation shall be increased

from \$ 29,242,011.52 by \$ 900,000.00 to \$ 30,142,011.52.

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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT's place of business in order to audit the records. If they are not produced in a timely manner by the CONSULTANT, then the CONSULTANT 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 CONSULTANT and any subcontractors or suppliers of goods and services to the extent that those subcontracts or agreements relate to fulfillment of the CONSULTANT'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 CONSULTANT or its subcontractors. The CONSULTANT shall promptly reimburse the TOLLWAY for any overpayment, or the TOLLWAY at its option may deduct any overpayment from any funds due the CONSULTANT, whether those funds are due under this contract or other contracts to which the CONSULTANT is a party either directly with the TOLLWAY or as a subcontractor. In the event the CONSULTANT fails or refuses to reimburse the TOLLWAY for an overpayment, the CONSULTANT 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 CONSULTANT 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 CONSULTANT fails to comply with these requirements, the CONSULTANT may be disqualified or suspended from bidding on or working on future contracts.

INVOICES - INVOICES will be submitted monthly on forms provided to the CONSULTANT 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 CONSULTANT expressly acknowledges that the TOLLWAY, at its discretion, reserves the right not to honor any delinquent INVOICE if the CONSULTANT fails to obtain prior written approval from the Chief Engineering Officer for an alternative INVOICE submission date. The CONSULTANT will request such approval or an INVOICE submittal extension no later than February 15th.

PARTIAL PAYMENTS

Partial payments to the CONSULTANT 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 AND
CONSTRUCTION MANAGER SERVICES FOR**

CONTRACT I-15-4656

SUBMITTED BY:

FIRM NAME: Alfred Benesch & Company/Lin Engineering/Christopher B. Burke
Ltd.

ADDRESS: 35 W. Wacker Drive Suite 3300

CITY, STATE &
ZIP CODE: Chicago IL 60601

TELEPHONE: 312-565-0450

FACSIMILE: 312-565-2497

SIGNED BY:



PRINTED NAME: Ryan M Thady/ Michael Kerr / 

TITLE: Vice President/ President (CBBEL) /

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

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

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

- 2. The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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

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

Any person or organization that:

- a. You agree in a written contract or agreement 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" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

(1) If the written contract or agreement 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 or agreement applies;

(2) If the written contract or agreement 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 or agreement 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 or agreement applies; and

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

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

COMMERCIAL GENERAL LIABILITY

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) 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

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) 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:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) 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.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

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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 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.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an 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 insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

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

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

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. 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. Non-Owned Watercraft – 75 Feet Long Or Less | H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises |
| B. Who Is An Insured – Unnamed Subsidiaries | I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations |
| C. Who Is An Insured – Retired Partners, Members, Directors And Employees | J. Incidental Medical Malpractice |
| D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees | K. Medical Payments – Increased Limit |
| E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies | L. Amendment Of Excess Insurance Condition – Professional Liability |
| F. Blanket Additional Insured – Controlling Interest | M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement |
| G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers | N. Contractual Liability – Railroads |

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

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) 75 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:

- e. Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

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

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

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- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

- (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
- (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

- (a) Owned, occupied or used by; or
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

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

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of SECTION II – WHO IS AN INSURED:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

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

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

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

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

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

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

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 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 the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. 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 any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

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

7. Subject to Paragraph 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 in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

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

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

COMMERCIAL GENERAL LIABILITY

N. CONTRACTUAL LIABILITY – RAILROADS

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

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:

Chirstopher B. Burke Eng. Ltd

Contract Number:

I-15-4656

Proposal Date:

6/1/2020

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-15-4656

Joint Venture / Team: ABLECB_TM

EXHIBIT A: ESTIMATED TASK WORK HOURS

Grand Total Exhibit A Hours 3,980

TASK	MONTHS of YEAR 2020												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Contract S01-B							400	400	400	400	390		1990
Contract S26							400	400	400	400	390		1990
TOTALS							800	800	800	800	780		3980

Contract No.: I-15-4656

Lead Partner: Alfred Benesch & Company

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

$$\begin{array}{r} 2,440.00 \\ \text{(Total Work Hours} \\ \text{from Exhibit C-2)} \end{array} \times \$ \begin{array}{r} 46.75 \\ \text{(Average Hourly} \\ \text{Rate from Exhibit} \\ \text{C-2)} \end{array} = \text{TOTAL DIRECT SALARY } \$ \underline{114,070.00}$$

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 \$ 319,396.00

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Consultant listed above.)

TOTAL DIRECT COSTS \$604.00

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) \$ **320,000.00**

Contract No.: I-15-4656

2nd Partner: Lin Engineering, Ltd

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

$$\begin{array}{r} 930.00 \\ \text{(Total Work Hours} \\ \text{from Exhibit C-2)} \end{array} \times \$ \begin{array}{r} 50.41 \\ \text{(Average Hourly} \\ \text{Rate from Exhibit} \\ \text{C-2)} \end{array} = \text{TOTAL DIRECT SALARY } \$ \underline{46,881.30}$$

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 \$ 131,267.64

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Consultant listed above.)

TOTAL DIRECT COSTS \$732.36

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) \$ 132,000.00

Contract No.: I-15-4656

3rd Partner: Chirstopher B. Burke Eng. Ltd

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

$$\begin{array}{r} 610.00 \\ \text{(Total Work Hours} \\ \text{from Exhibit C-2)} \end{array} \times \$ \begin{array}{r} 43.84 \\ \text{(Average Hourly} \\ \text{Rate from Exhibit} \\ \text{C-2)} \end{array} = \text{TOTAL DIRECT SALARY } \$ \underline{26,742.40}$$

Multiplier to be used on this project:

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

2.80

DIRECT REGULAR SALARY TIMES MULTIPLIER \$ 74,878.72

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Consultant listed above.)

TOTAL DIRECT COSTS \$121.28

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)

\$ 75,000.00

Contract No.: I-15-4656

Lead Partner: Alfred Benesch & Company

Date: 6/1/2020

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 5 No. OF MONTHS
SCHEDULED START DATE: 7/1/2020
RAISE DATE: 1/1/2021
PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

<u>7/1/2020</u> - <u>11/30/2020</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Date Date	Date Date	Date Date	Date Date	Date Date	Date Date
<u>5.0</u>	<u>5.0</u>	<u>5.0</u>	<u>5.0</u>	<u>5.0</u>	<u>5.0</u>
<u>100.00%</u>					
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

<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Date Date	Date Date	Date Date	Date Date	Date Date	Date Date
<u>5.0</u>	<u>5.0</u>	<u>5.0</u>	<u>5.0</u>	<u>5.0</u>	<u>5.0</u>
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

2nd Partner: Lin Engineering, Ltd

Date: 6/1/2020

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 5 No. OF MONTHS
SCHEDULED START DATE: 57/1/2020
RAISE DATE: 1/1/2021
PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

57/1/2020 - 10/31/2020	-	-	-	-
Date Date	Date Date	Date Date	Date Date	Date Date
5.0	5.0	5.0	5.0	5.0
100.00%				
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 Date	Date Date
5.0	5.0	5.0	5.0	5.0
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

3rd Partner: Christopher B. Burke Eng. Ltd

Date: 6/1/2020

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 5 No. OF MONTHS
SCHEDULED START DATE: 7/1/2020
RAISE DATE: 1/1/2021
PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

<u>7/1/2020</u> - <u>10/31/2020</u>	-	-	-	-
Date Date	Date Date	Date Date	Date Date	Date Date
5.0	5.0	5.0	5.0	5.0
100.00%				
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 Date	Date Date
5.0	5.0	5.0	5.0	5.0
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

Lead Partner: Alfred Benesch & Company

Date: 6/1/2020

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: 2,440.00
 Average Hourly Rate: \$46.75
 Total Direct Labor \$114,070.00

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	100.00		
No	Project Manager	\$40.00	\$70.00	\$62.00	\$62.00	420.00		
No	Senior Engineer/Planner	\$40.00	\$70.00	\$52.00	\$52.00	370.00		
No	Resident Engineer	\$40.00	\$70.00					
No	Project Engineer/Planner	\$25.00	\$60.00	\$45.00	\$45.00	400.00		
No	Staff Engineer/Planner	\$20.00	\$40.00	\$40.00	\$40.00	400.00		
No	Engineer /Accountant	\$20.00	\$60.00					
No	Senior Technical Specialist	\$25.00	\$60.00	\$46.00	\$46.00	300.00		
No	Technical Specialist	\$15.00	\$50.00	\$36.00	\$36.00	250.00		
No	Architect	\$30.00	\$70.00					
No	Realty Specialists	\$20.00	\$70.00					
No	Intern	\$8.25	\$20.00	\$20.00	\$20.00	100.00		
No	Admin/Clerical	\$8.25	\$40.00	\$30.00	\$30.00	100.00		

Contract No.: I-15-4656

2nd Partner: Lin Engineering, Ltd

Date: 6/1/2020

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: 930.00

Average
Hourly Rate: \$50.41

Total Direct
Labor \$46,881.30

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	40.00		
No	Project Manager	\$40.00	\$70.00	\$70.00	\$70.00	40.00		
No	Senior Engineer/Planner	\$40.00	\$70.00	\$61.50	\$61.50	200.00		
No	Resident Engineer	\$40.00	\$70.00					
No	Project Engineer/Planner	\$25.00	\$60.00	\$44.61	\$44.61	620.00		
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	10.00		
No	Technical Specialist	\$15.00	\$50.00	\$33.77	\$33.77	10.00		
No	Architect	\$30.00	\$70.00					
No	Realty Specialists	\$20.00	\$70.00	\$54.69	\$54.69	10.00		
No	Intern	\$8.25	\$20.00					
No	Admin/Clerical	\$8.25	\$40.00					

Contract No.: I-15-4656

3rd Partner: Christopher B. Burke Eng. Ltd

Date: 6/1/2020

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: 610.00

Average Hourly Rate: \$43.84

Total Direct Labor \$26,742.40

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	\$66.00	\$66.00	40.00		
No	Project Manager	\$40.00	\$70.00	\$52.40	\$52.40	100.00		
No	Senior Engineer/Planner	\$40.00	\$70.00	\$54.67	\$54.67	120.00		
No	Resident Engineer	\$40.00	\$70.00					
No	Project Engineer/Planner	\$25.00	\$60.00	\$44.85	\$44.85	140.00		
No	Staff Engineer/Planner	\$20.00	\$40.00	\$29.75	\$29.75	50.00		
No	Engineer /Accountant	\$20.00	\$60.00	\$28.63	\$28.63	80.00		
No	Senior Technical Specialist	\$25.00	\$60.00					
No	Technical Specialist	\$15.00	\$50.00	\$29.11	\$29.11	60.00		
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	\$25.05	\$25.05	20.00		

Contract No.: I-15-4656 Lead Partner: 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**
http://www.illinoistollway.com/documents/10157/2389762/12_LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_10012013.PDF

- 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 Permits

SUE Exploratory Testing

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 604.00

Contract No.: I-15-4656 2nd Partner: 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**
http://www.illinoistollway.com/documents/10157/2389762/12_LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_10012013.PDF

- 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) \$ 732.36

Contract No.: I-15-4656 **3rd Partner:** Christopher B. Burke Eng. 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
http://www.illinoistollway.com/documents/10157/2389762/12_LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_10012013.PDF

- 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) \$ 121.28

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: _____

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: Miroslaw 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: _____

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 I-15-4656

(ABLECB TM (Alfred Benesch & Co./Lin Eng. Ltd./Christopher B. Burke Eng. Ltd.)

SCOPE OF SERVICES

Items of Work to be included in Contract I-15-4656 Supplement No. 2:

Incorporation of Beam Fabrication Contract North Avenue

Incorporation of Beam Fabrication Contract Grand Avenue

Incorporation of Beam Fabrication Contract Union Pacific Railroad

Advance Grading and CPRR Relocation Contract

Compensatory Storage Contract on Murnane Property

Revisions to Contract I-19-4458 (I-294 from North Avenue to Grand Avenue

- Incorporation of Soil Analysis
- Revision to Cross Sections due to modifications of S01-B schedule

Revisions to Contract S01-B

- MOT Modifications to accommodate revised Cook County Schedule
- Revised Staging Plans
- Revisions to Cross Sections

Revisions to Contract I-17-4339

- Temporary Excavation support systems to accommodate UP-01 contract
- Pier Modifications to accommodate UP-01 contract

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	\$332,024.53	1/1/2020
D-91-050-09	PTB 143, Item 28 - I-55 at Lorenzo Road, Phase II	\$2,030,596	\$1,609,709.18	7/5/2027
D-94-088-06	PTB 152 – I-74/I-155 Interchange	\$5,596,887	\$182,159.65	6/1/2020
D-91-191-10	PTB 154 – IL-171/First Avenue	\$7,253,203	\$63,232.94	12/1/2019
P-91-599-10	PTB 156 – 95th & Stony, Phase I	\$1,549,259	\$67,088.11	6/9/2021
P-91-597-10	PTB 157 – I-290 Widening Study	\$1,126,429	\$410,476.48	6/1/2020
D-93-022-11	PTB 159 - IL-89 over Illinois River, Phase II	\$1,412,394	\$26,646.49	8/31/2024
C-91-173-13	PTB 168 – Phase III Construction Inspection Services for U.S. 34 (Ogden Avenue) at the CNRR	\$4,661,156	\$35,953.18	12/14/2023
P-91-440-14	PTB 173 - IL 43 (Harlem Ave.), 63rd St. to 65th St.	\$564,365	\$410,051.77	10/31/2019
P-91-348-15	PTB 176 – Various Phase I Studies	\$1,123,240.50	\$252,187.82	10/19/2023
D-91-368-18	PTB 189, Item 11, I-55 from I-80 to US 52, Phase II DDI	\$4,700,685	\$4,700,685	7/25/2029
D-92-064-19	PTB 193, Items 20 I-39 from North of Blackhawk Rd to I-90	\$10,000,000	\$10,000,000	6/1/2022
C-91-174-17	PTB 183 - Weber Road - Phase III - Weber Road at I-55 Interchange	\$10,399,476	\$6,850,356.19	12/31/2020
C-91-090-18	PTB 192, Item 6 - I-94 at Montrose CM	\$500,000	\$500,000	10/31/2020
I-11-4018	PSB 11-4 – Jane Adams Memorial Reconstruction – Higgins Rd to Randall Rd; I-90 DSE & DCM	\$11,545,793	\$87,980.72	4/27/2021
I-14-4188	PSB 14-1, Item 3 – I-90, IL 53 to Arlington Heights Rd. Widening	\$9,005,385	\$45,163.18	11/30/2020
I-14-4189	PSB 14-1 – Westbound Roadway & Bridge to IL 31 to the Fox River	\$91,000	\$46,150.72	11/30/2020
RR-14-9171	PSB 14-3 - Construction Management Services Upon Request	\$360,000	\$44,087.88	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	\$4,422,442.60	5/31/2024

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-17-4301	PSB 17-3, Item 6 - Tri-State Tollway St Charles Rd to North Ave/Lake St	\$10,400,000	\$1,194,470.47	9/28/2027
I-18-4411	PSB 18-3 - I-294 Mile-Long Bridge CM	\$9,596,000	\$8,701,059.34	7/1/2025
I-18-4424	PSB 18-4 - Tri-State As-Needed Phase II	\$376,826.40	\$368,846.40	12/31/2026

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-18-4383	Tri-State Tollway 95th St - Balmoral Ave.	\$5,000,000.00	\$2,077,545.00	06/31/23
Sub/Partner				
I-11-4014	Elgin O'Hare Bypass Sub to CH2M Hill	\$498,139.92	\$111,000.00	5/31/2018
I-12-4080	Illinois 53 Extension Sub to Transystems	\$800,000.00		4/1/2019
RR-14-4221	Tri State Tollway- Mile Long Bridge Sub to Locher, HDR, Quigg	\$1,376,200.00	\$2,600.00	3/31/2020
RR-14-4222	Tri State Tollway-BNSF Rail Sub to Bowman Barrett	\$1,116,230.80		8/31/2019
I-17-4303	Tri-State O'hare Oasis to Balmoral Ave Team with Bowman Barrett	\$2,349,976.36		11/30/2022
I-18-4356	Tri-State Wolf to Balmoral Sub to Locher	\$50,000.00	\$33,500.00	2/28/2019
IDOT				
P-91-035-19	Various Survey Projects Sub to Ardmore Roderick	\$75,000.00	\$73,000.00	3/31/2029
P-92-016-09	Interchange Reconstruction of IL 38 over I-39 E. of Rochelle to 0.5 M.W. of Mulford Rd., Phase I & II Engineering Services	In Negotiation	In Negotiation	

EXHIBIT G
Contract No. I -15-4656

Christopher B. Burke Engineering, Ltd. (CBBEL)

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (including all Supplements and Extra Work Orders)	Fee Remianing 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	\$113,000.00	1/31/2020
P-91-762-10	I-55 from I-355 to I-94 -Sub to Stantec	2,015,437.00	298,000.00	10/31/2020
D-91-01-14	IL 47 from US 14 to South of IL 176 Phase II Sub to Strand	244,927.00	100,000.00	10/31/23
D-91-467-14	FAU 2857 Wood Street from North of Little Calumet River to South of US6 Sub to Infrastructure	380,599.84	80,000.00	06/30/20
P-91-119-14	Various Phase I Contracts	1,200,000.00	244,000.00	08/25/23
P-91-032-19	Various Environmental Studies/Projects	1,000,000.00	392,000.00	08/27/19
P-91-224-16	Various Phase I Various Drainage	1,200,000.00	488,000.00	05/20/24
P-91-005-18	Interstate 90 from Interstate 94 to South of Ohio Street Sub to Lochner	86,368.00	17,000.00	04/30/21
S-60-001-20	Various Scat Projects	225,000.00	186,000.00	10/15/2024
P-91-014-18	Phase I IL 53 from IL 62 to US 12 Sub to RS+H	281,329.00	48,000.00	11/14/2021
City of Chicago	Various Contracts	40,000,000.00	482,000.00	Various
All Other Work Public & Private	Various Contracts	48,839,439.00	15,729,000.00	Various

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 <u>d'Escoto, Inc.</u></p> <p>Direct Labor \$ 19,972.99</p> <p>Direct Costs \$ 27.01</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ 20,000.00</p>	<p>7 _____</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>2 <u>GSG Consultants, Inc.</u></p> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others \$ -</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ -</p>	<p>8 _____</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>3 <u>Rubinos & Mesia Engineers, Inc.</u></p> <p>Direct Labor \$ 44,927.01</p> <p>Direct Costs \$ 72.99</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 45,000.00</p>	<p>9 _____</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>4 <u>Roderick Group, Inc.</u></p> <p>Direct Labor \$ 19,775.17</p> <p>Direct Costs \$ 224.83</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 20,000.00</p>	<p>10 _____</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>5 _____</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>	<p>11 _____</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>6 _____</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>	<p>12 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ 85,000.00

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 85,000.00

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 9.44%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 9.44%

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>Juneau Associates, Inc., P.C.</u></p> <p>Direct Labor \$ 16,846.20</p> <p>Direct Costs \$ 1,153.80</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ 18,000.00</p>	<p>6 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>2 <u>CH2M Hill</u></p> <p>Direct Labor \$ 268,926.00</p> <p>Direct Costs \$ 1,074.00</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ 270,000.00</p>	<p>7 _____</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>3 _____</p> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>	<p>8 _____</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>4 _____</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>	<p>9 _____</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>5 _____</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>	<p>10 _____</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>

** Additional services funds require prior authorization before use

TOTAL Non-DBE/MBE/WBE Subconsultants: \$ 288,000.00

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

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 288,000.00

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: 6/1/2020

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-15-4656

Consultant: d'Escoto, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

	Grand Total Exhibit A Hours											181	
MONTHS of YEAR 2020												TOTAL HOURS	
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
S-01-B							4	10	20	20	6		60
S26							4	10	20	20	6		60
S29							4	10	20	20	7		61
TOTALS							12	30	60	60	19		181

Contract No.: I-15-4656

Consultant: d'Escoto, Inc.

Date: 6/1/2020

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 4 No. OF MONTHS
SCHEDULED START DATE: 7/1/2020
RAISE DATE: 11/30/2020
PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

<u>7/1/2020</u> - <u>11/30/2020</u> Date Date	<u> </u> - <u> </u> Date Date	<u> </u> - <u> </u> Date Date	<u> </u> - <u> </u> Date Date	<u> </u> - <u> </u> Date Date
<u>4.0</u> 4.0	<u> </u> 4.0	<u> </u> 4.0	<u> </u> 4.0	<u> </u> 4.0
<u>100.00%</u> Factor First Period	<u> </u> Escalation Factor Second Period	<u> </u> Escalation Factor Third Period	<u> </u> Escalation Factor Fourth Period	<u> </u> Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

<u> </u> - <u> </u> Date Date	<u> </u> - <u> </u> Date Date	<u> </u> - <u> </u> Date Date	<u> </u> - <u> </u> Date Date	<u> </u> - <u> </u> Date Date
<u> </u> 4.0	<u> </u> 4.0	<u> </u> 4.0	<u> </u> 4.0	<u> </u> 4.0
<u> </u> Escalation Factor Sixth Period	<u> </u> Escalation Factor Seventh Period	<u> </u> Escalation Factor Eighth Period	<u> </u> Escalation Factor Ninth Period	<u> </u> Escalation Factor Tenth Period

The escalation factor for this project is: 100.00%

Contract No.: I-15-4656

Consultant: d'Escoto, Inc.

Date: 6/1/2020

Escalation Factor: 100.00%

(From Exhibit C-1)

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

Total Estimated Work Hours: 181.00
 Average Hourly Rate: \$39.41
 Total Direct Labor \$7,133.21

DIRECT COST OVERTIME PREMIUM

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					
No	Project Manager	\$40.00	\$70.00	\$67.00	\$67.00	15.00		
No	Senior Engineer/Planner	\$40.00	\$70.00					
No	Resident Engineer	\$40.00	\$70.00					
No	Project Engineer/Planner	\$25.00	\$60.00	\$45.67	\$45.67	65.00		
No	Staff Engineer/Planner	\$20.00	\$40.00	\$31.28	\$31.28	101.00		
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					

Contract No.: I-15-4656

Consultant: d'Escoto, Inc.

Date: 6/1/2020

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		Eric Dean	\$40 - \$70
Senior Engineer/Planner			\$40 - \$70
Resident Engineer			\$40 - \$70
Project Engineer/Planner□		Steven Moy	\$25 - \$60
Staff Engineer/Planner		Yiwei Shen	\$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

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) \$ 27.01

Contract No.: I-15-4656

Consultant: d'Escoto, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: Eric Dean

Project Engineer: Steven Moy

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

The project is the Western Access corridor connection to the Tri-State Tollway. The project limits along the Western Access corridor are between the Tri-State Tollway and Franklin/Green Street and for the Tri-State

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
--------------------------------	--	--	---------------------------------------	---

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	\$	-
	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	\$	-
	Additional Services **	\$	-
	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 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	<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 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: 6/1/2020

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-15-4656

Consultant: Rubinos & Mesia Engineers, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

													Grand Total Exhibit A Hours	334
MONTHS of YEAR 2020													TOTAL	HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Design support for Beam Fabrication Contracts							68	68	68	68	62			334
TOTALS							68	68	68	68	62			334

Contract No.: I-15-4656

Consultant: Rubinos & Mesia Engineers, Inc.

Date: 6/2/2020

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 5 No. OF MONTHS
SCHEDULED START DATE: 7/1/2020
RAISE DATE: _____
PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

<u>7/1/2020</u> - <u>11/30/2020</u>	-	-	-	-
Date Date	Date Date	Date Date	Date Date	Date Date
5.0	5.0	5.0	5.0	5.0
100.00%				
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 Date	Date Date
5.0	5.0	5.0	5.0	5.0
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: 6/2/2020

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: 334.00

Average Hourly Rate: \$48.04

Total Direct Labor \$16,045.36

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	\$60.00	\$60.00	16.00		
No	Project Manager	\$40.00	\$70.00	\$60.00	\$60.00	20.00		
No	Senior Engineer/Planner	\$40.00	\$70.00	\$53.30	\$53.30	150.00		
No	Resident Engineer	\$40.00	\$70.00					
No	Project Engineer/Planner	\$25.00	\$60.00	\$42.50	\$42.50	78.00		
No	Staff Engineer/Planner	\$20.00	\$40.00					
No	Engineer /Accountant	\$20.00	\$60.00	\$40.00	\$40.00	40.00		
No	Senior Technical Specialist	\$25.00	\$60.00					
No	Technical Specialist	\$15.00	\$50.00	\$32.50	\$32.50	30.00		
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					

Contract No.: I-15-4656

Consultant: Rubinos & Mesia Engineers, Inc.

Date: 6/2/2020

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	Dipak Shah	\$50 - \$70
	Principal	Farhad Rezai	
Project Manager	Principal	Mohsen Farahany	\$40 - \$70
Senior Engineer/Planner		Faiq Aqueel	\$40 - \$70
		Khawaja Nizamuddin	
Resident Engineer			\$40 - \$70
Project Engineer/Planner		Patrick Hodina	\$25 - \$60
		Patrick Haavig	
		Behzad Amini	
Staff Engineer/Planner			\$20 - \$40
Engineer /Accountant		Alicia Manjarrez	\$20 - \$60
		Nihar Shah	
		Sean Kwon	
		Michael Ready	
		Victoria Alvarez	
Senior Technical Specialist			\$25 - \$60
Technical Specialist		Algis Vasonis	\$15 - \$50
		Hannibal Ferrera	
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical			\$8.25 - \$40

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

Miscellaneous

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 72.99

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: _____

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: _____

Classification: _____

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 Design support for Beam Fabrication Contracts.

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	Tollway Elgin O'Hare Western Access, I-294 to I-90	\$1,100,000	\$970,000	Dec-20
I-17-4677		\$1,585,000	\$1,003,000	Oct-22
	Tollway Elgin O'Hare Western Access, Devon Ave. to Pratt Blvd.			
17-2 Item 5				
I-17-4678	Tollway Elgin O'Hare Western Access, Pratt Blvd. to Touhy Ave.			
17-3 Item 11	Tri-State Tollway, Bridge Rehabilitation, Bridge Repairs, Bridge Demolition, Various Locations			
I-17-4306				

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 _____			
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: The Roderick Group, Inc. dba Ardmore
Roderick

Contract Number: I-15-4656

Proposal Date: 6/1/2020

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-15-4656

Consultant: The Roderick Group, Inc. dba Ardmore Roderick

EXHIBIT A: ESTIMATED TASK WORK HOURS

Grand Total Exhibit A Hours	148
------------------------------------	------------

TASK	MONTHS of YEAR 2020												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Contract S26							30	30	30	30	28		148
TOTALS							30	30	30	30	28		148

Contract Number: I-15-4656

Consultant: The Roderick Group, Inc. dba Ardmore Roderick

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Main Contract													
TOTALS													0

Contract No.: I-15-4656

Consultant: The Roderick Group, Inc. dba Ardmore Roderick

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

148.00 (Total Work Hours from Exhibit C-2)	X	\$ 47.72 (Average Hourly Rate from Exhibit C-2)	=		TOTAL DIRECT SALARY \$ 7,062.56
--	---	--	---	--	---------------------------------

Multiplier to be used on this project:

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

2.80

DIRECT REGULAR SALARY TIMES MULTIPLIER \$ 19,775.17

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$224.83

C. SERVICES BY OTHERS

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

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

TOTAL SERVICES BY OTHERS \$ -

D. ADDITIONAL SERVICES (Prime Consultant)

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

(Requires prior authorization before use)

TOTAL ADDITIONAL SERVICES \$ -
(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 20,000.00

Contract No.: I-15-4656

Consultant: The Roderick Group, Inc. dba Ardmore Roderick

Date: 6/1/2020

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 5 No. OF MONTHS
SCHEDULED START DATE: 7/1/2020
RAISE DATE: 1/1/2021
PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

<u>7/1/2020</u> - <u>11/30/2020</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Date Date	Date Date	Date Date	Date Date	Date Date	Date Date
<u>5.0</u>	<u>5.0</u>	<u>5.0</u>	<u>5.0</u>	<u>5.0</u>	<u>5.0</u>
<u>100.00%</u>					
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

<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Date Date	Date Date	Date Date	Date Date	Date Date	Date Date
<u>5.0</u>	<u>5.0</u>	<u>5.0</u>	<u>5.0</u>	<u>5.0</u>	<u>5.0</u>
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. dba Ardmore Roderick

Date: 6/1/2020

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: 148.00

Average
Hourly Rate: \$47.72

Total Direct
Labor \$7,062.56

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	4.00		
No	Project Manager	\$40.00	\$70.00	\$67.02	\$67.02	40.00		
No	Senior Engineer/Planner	\$40.00	\$70.00					
No	Resident Engineer	\$40.00	\$70.00					
No	Project Engineer/Planner	\$25.00	\$60.00	\$47.00	\$47.00	44.00		
No	Staff Engineer/Planner	\$20.00	\$40.00	\$31.18	\$31.18	40.00		
No	Engineer /Accountant	\$20.00	\$60.00					
No	Senior Technical Specialist	\$25.00	\$60.00	\$39.31	\$39.31	20.00		
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					

Contract No.: I-15-4656

Consultant: The Roderick Group, Inc. dba Ardmore Roderick

Date: 6/1/2020

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	Rashod R. Johnson, P.E.	\$50 - \$70
	Vice President	Jeff Jackowski	
	Director of Transportation	Jeff Ehrhart, P.E.	
Project Manager	Senior Project Manager	Carmen Dean, P.E.	\$40 - \$70
Senior Engineer/Planner			\$40 - \$70
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Project Engineer II	Matthew Toussaint, P.E.	\$25 - \$60
	Project Engineer II	Joseph Kuzdal, E.I.T.	
Staff Engineer/Planner	Project Engineer I	Emily Schulz	\$20 - \$40
	Project Engineer I	Valery Romulus, E.I.T.	
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist	Land Surveyor	Donald Demkovich	\$25 - \$60
	Surveyor Field Lead	Lance Klemm	
	Surveyor Field Lead	Jeff Carrano	
Technical Specialist			\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical			\$8.25 - \$40

Contract No.: I-15-4656

Consultant: Roderick

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: Carmen Dean, 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

The Roderick Group, Inc. dba Ardmore Roderick

SCOPE OF SERVICES

Design Support of Ramp F Bridge Design

EXHIBIT G

Contract No. I-15-4656

The Roderick Group, Inc. dba Ardmore Roderick

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-15-4656	Phase II subcontract for Design Elgin-O-	\$586,000.00	\$150,200.00	6/30/2020
R-15-9975R	Subcontract for Illinois Tollway GEC	\$7,846,750.00	\$4,139,000.00	12/31/2021
I-17-4093	Subcontract for Illinois Tollway PMC	\$17,484,000.00	\$14,933,000.00	12/31/2027
I-18-4356	Phase III subcontract for Tri-State Tollway, Roadway & Bridge Rehab & Widening, Wolf Road & Balmoral Ave Construction Management Services	\$720,000.00	\$310,150.00	12/31/2020
RR-18-4016	Phase III subcontract for Systemwide, Construction Management Upon Request, Non-Roadway.	\$300,000.00	\$278,700.00	9/30/2020
I-17-4301	Phase II subcontract for Tri-State Tollway, St. Charles Rd. (M.P. 32.3) to North Ave./Lake St. (M.P. 33.5), Phase II Design	\$1,248,000.00	\$91,900.00	10/30/2020
RR-18-4377	Prime contract for Systemwide, Maintenance Facilities, Construction Management Services Upon Request	\$6,500,000.00	\$5,178,000.00	12/31/2022
I-18-4698	Phase III subcontract for I-490 Design and Construction Management Services Upon Request	\$490,000.00	\$370,700.00	12/31/2021
I-18-4414	Phase III subcontract for I-294 Construction Management Services Upon Request	\$500,000.00	\$486,800.00	12/31/2021
I-18-4420	Phase III subcontract for I-294/I-57 Interchange, Tr-State Tollway M.P. 7.6 (I-57) Construction Management Services	\$1,101,234.00	\$1,101,234.00	TBD
PTB 183-001	Prime contract for Phase III Wood St N. of Little Calumet River to S. of US 6 (159th St)	\$5,380,144.00	\$5,380,144.00	TBD
PTB 179-019	Subcontract for IDOT CREATE PMO	\$810,675.00	\$95,900.00	12/31/2020
PTB 183-008	Phase III subcontract Weber Road & I-55	\$588,350.00	\$503,600.00	12/31/2020
PTB 189-001	Phase III subcontract for I-80 at US 30	\$310,641.00	\$181,400.00	12/31/2020
PTB 189-011	Phase II subcontract IL-59 at I-55	\$234,212.00	\$197,600.00	12/30/2020
PTB 190-009	Prime survey contract Various/Various	\$500,000.00	\$329,300.00	12/31/2021
PTB 192-003	Phase III subcontract Various/Various	\$74,990.00	\$74,990.00	12/31/2021
PTB 192-008	Phase III subcontract Various/Various	\$82,477.00	\$82,477.00	12/31/2021
PTB 193-040	Subcontract for IDOT CREATE PMC	\$650,000.00	\$650,000.00	12/31/2025

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)	\$	<hr/> -

6

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

2

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

7

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

3

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

8

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

4

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

9

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

5

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

10

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

** 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)

Table 1: Subconsultant 1 costs including Direct Labor, Direct Costs, Services by Others, Additional Services **, and Total this Subconsultant (ULC) at \$0.

Table 6: Subconsultant 6 costs including Direct Labor, Direct Costs, Services by Others, Additional Services **, and Total this Subconsultant (ULC) at \$0.

Table 2: Subconsultant 2 costs including Direct Labor, Direct Costs, Services by Others, Additional Services **, and Total this Subconsultant (ULC) at \$0.

Table 7: Subconsultant 7 costs including Direct Labor, Direct Costs, Services by Others, Additional Services **, and Total this Subconsultant (ULC) at \$0.

Table 3: Subconsultant 3 costs including Direct Labor, Direct Costs, Services by Others, Additional Services **, and Total this Subconsultant (ULC) at \$0.

Table 8: Subconsultant 8 costs including Direct Labor, Direct Costs, Services by Others, Additional Services **, and Total this Subconsultant (ULC) at \$0.

Table 4: Subconsultant 4 costs including Direct Labor, Direct Costs, Services by Others, Additional Services **, and Total this Subconsultant (ULC) at \$0.

Table 9: Subconsultant 9 costs including Direct Labor, Direct Costs, Services by Others, Additional Services **, and Total this Subconsultant (ULC) at \$0.

Table 5: Subconsultant 5 costs including Direct Labor, Direct Costs, Services by Others, Additional Services **, and Total this Subconsultant (ULC) at \$0.

Table 10: Subconsultant 10 costs including Direct Labor, Direct Costs, Services by Others, Additional Services **, and Total this Subconsultant (ULC) at \$0.

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

Contract Number: I-15-4656

Proposal Date: 6/1/2020

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-15-4656

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

EXHIBIT A: ESTIMATED TASK WORK HOURS

												Grand Total Exhibit A Hours	126
MONTHS of YEAR 2020												TOTAL HOURS	
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
							25	25	26	25	25		126
TOTALS							25	25	26	25	25		126

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

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

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

- C. OVERTIME PREMIUM**

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

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized) \$ 1,153.80

Contract No.: I-15-4656

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

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: Wesley W. Herndon

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Rajesh Shrestha

Classification: Project Engineer / Planner

Name: David Massey

Classification: Project Engineer / Planner

Name: Eric E. Roth

Classification: Technical Specialist

Name: Eric Gowdy

Classification: Project Engineer / Planner

EXHIBIT F

Contract No. I-15-4656

Juneau Associates, Inc., P.C.

SCOPE OF SERVICES

Juneau Associates will perform the following supplemental services for the I-15-4656 Project under the direction of Alfred Benesch & Company:

1.) Assist Alfred Benesch & Company by providing professional engineering services associated with task items for the above-mentioned project.

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	\$49,000	\$1,000	3.31.2021
17-0002	Surveying & Misc. Design. Fiber Optic Maintenance & Mgmt.	Pending		TBD
I-17-4301	Phase II Engineering. Tri-State Tollway, Roadway Reconstr.	\$212,000	\$98,000	10.31.2021
I-17-4308	Phase II Engineering. Tri-State Tollway, ITS & Lighting installation	\$151,000	\$114,000	12.31.2022
I-17-4309	Phase II Engineering. Tri-State Tollway, Advanced MOT Rehab.	\$40,200	\$14,000	12.31.2021
I-17-4310	Phase II Engineering. Tri-State Tollway, Advance MOT Rehab.	\$14,000	\$600	12.31.2022
I-17-4315	Construction Insp. & Surveying. Tri-State Tollway	\$150,000.00	\$131,000.00	9.30.2022
I-18-4352	Phase II Engineering. Reagan Memorial Tollway	\$34,000	\$34,000	11.30.2020
RR-18-4355	Surveying & Construction Mgmt. ITS Services Upon Request	\$70,000	\$68,000	6.30.2021
RR-18-4360	Construction Mgmt. Systemwide	\$90,000	\$47,000	5.31.2020
I-18-4361	Phase I Engineering. Elgin O'Hare Western Access	\$118,000	\$85,000	12.31.2020
RR-18-4378	Systemwide, Construction Management. Systemwide	\$150,000	\$144,000	12.31.2020
RR-18-4410	Surveying. On-Call Geotechnical Services	\$100,000	\$77,000	1.31.2023
I-18-4411	Construction Management. (I-294 Bridge Reconstruction.	\$600,000	\$600,000	12.31.2023
I-18-4412	Construction Management. BNSF Railroad Bridge Reconstruction.	\$238,500	\$238,500	4.30.2022
I-18-4413	Construction Management. I-294 Temporary ITS Relocation.	\$46,000	\$2,000	6.30.2020
I-18-4414	Construction Management. I-294 On-call and as-needed.	\$5,000,000	\$4,303,000	12.31.2023
I-18-4419	Phase II Engineering. I-294 / I-57 Interchange	\$1,900	\$1,900	6.30.2020
RR-18-4434	Construction Management. I-88 and Systemwide	Pending		TBD

I-15-4656	Design Services - EOWA, I-294 to I-90 Tri-State and Franklin/Green Street	\$490,000	\$68,000	3.31.2021
I-17-4675	Phase II Engineering. Elgin O'Hare Western Access	\$93,000	\$66,000	8.31.2020
RR-16-9197	Phase II Engineering. Systemwide Design Services Non Roadway	\$100,000	\$52,000	1/7/2021
RR-18-9206	Materials Engineering Services, Systemwide	\$99,500	\$96,000	9.30.2020
RR-18-9210	ITS Upon Request. On-call and as-needed.	Pending		TBD
RR-18-4379	Drainage Design.Reagan Mem. Roadway & Bridge Rehab.	\$150,000	\$46,000	

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1

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

7

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

2

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

8

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

3

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

9

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

4

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

10

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

5

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

11

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

6

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

12

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (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	<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 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 Companies Ltd.

Contract Number: I-15-4656

Proposal Date: 6/1/2020

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-15-4656

Consultant: CH2M HILL, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

													Grand Total Exhibit A Hours	1,900
													TOTAL	HOURS
MONTHS of YEAR 2020														
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Contract S01-B							340	340	340	340	80	8	1448	
Contract S26							140	140	140	24	8		452	
TOTALS							480	480	480	364	88	8	1900	

Contract No.: I-15-4656

Consultant: CH2M HILL, Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>1,900.00</u>	X	\$ <u>50.55</u>	=	TOTAL DIRECT SALARY	\$ <u>96,045.00</u>
(Total Work Hours from Exhibit C-2)		(Average Hourly Rate from Exhibit C-2)			

Multiplier to be used on this project:	<u>2.80</u>
Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)	

DIRECT REGULAR SALARY TIMES MULTIPLIER	\$ <u>268,926.00</u>
---	----------------------

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS	\$ <u>\$1,074.00</u>
--------------------	----------------------

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H)	\$ <u>-</u>
--	-------------

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

TOTAL SERVICES BY OTHERS	\$ <u>-</u>
--------------------------	-------------

D. ADDITIONAL SERVICES (Prime Consultant)

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

(Requires prior authorization before use)

TOTAL ADDITIONAL SERVICES	\$ <u>-</u>
(Requires prior authorization before use)	

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

MAXIMUM ALLOWABLE FEE	\$ <u>270,000.00</u>
------------------------------	-----------------------------

Contract No.: I-15-4656

Consultant: CH2M HILL, Inc.

Date: 5/18/2020

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 6 No. OF MONTHS
SCHEDULED START DATE: 7/1/2020
RAISE DATE: 12/31/2020
PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

7/1/2020 - 12/31/2020				
Date Date	Date Date	Date Date	Date Date	Date Date
6.0				
6.0	6.0	6.0	6.0	6.0
100.00%				
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 Date	Date Date
6.0				
6.0	6.0	6.0	6.0	6.0
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: 5/18/2020

Escalation Factor: 100.00%

(From Exhibit C-1)

<p align="center"><u>EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES</u></p>							<p align="center"><u>DIRECT COST OVERTIME PREMIUM</u></p>	
						<p align="right">Total Estimated Work Hours: <u>1,900.00</u></p>	<p align="right">Total Estimated O/T Hours: _____</p>	
						<p align="right">Average Hourly Rate: <u>\$50.55</u></p>	<p align="right">Average Premium O/T Hourly Rate: _____</p>	
						<p align="right">Total Direct Labor <u>\$96,045.00</u></p>	<p align="right">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	\$70.00	\$70.00	175.00		
No	Senior Engineer/Planner	\$40.00	\$70.00	\$59.89	\$59.89	500.00		
No	Resident Engineer	\$40.00	\$70.00					
No	Project Engineer/Planner	\$25.00	\$60.00	\$55.33	\$55.33	550.00		
No	Staff Engineer/Planner	\$20.00	\$40.00	\$34.61	\$34.61	559.00		
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	\$35.10	\$35.10	116.00		

Contract No.: 1-15-4656

Consultant: CH2M HILL, Inc.

Date: 5/18/2020

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	\$50 - \$70
	Program Management 3/Manager of Talent 5	Chanowitz, 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 2	Stoeck, William (Bill)	
	Geotechnical Engineer 6	Brusso, Kevin	
	Structural Engineer 6	Schmid, Karl	
	Technologist Professional 2	Panguluri, Srikanth	
	Environmental Scientist 5	Herron, Gretchen	
	Civil Engineer 4	Buddu, Kavita	
	Transportation/Traffic Engineer 5	Shah, Manisha	
Transportation/Traffic Engineer 4	Kukadia, Sarah		
Project Engineer/Planner	Planner 5	Flaws, Deborah	\$25 - \$60
	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	
	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	

Contract No.: I-15-4656

Consultant: CH2M HILL, Inc.

Date: 5/18/2020

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
Admin/Clerical	Project Assistant 5	Belvisi, Rebecca (Becky)	\$8.25 - \$40
	Project Accounting Support 6	Guam, Edward (Ed)	
	Client Deliverables Service	Frausto, Sandra	
	Client Deliverables Support 7	Grignon, Christina	
	Project Assistant 7	Grimshaw, Kathleen (Kathy)	

Contract No.: I-15-4656

Consultant: CH2M HILL, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: Lynch, Steven (Steve)

Project Engineer: Kukadia, Sarah

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: Mockenhaupt, Keith

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Gavin, Matthew (Matt)

Classification: Senior Engineer

Name: Frantz, Jeffrey

Classification: Environmental Studies and Documentation

Name: _____

Classification: _____

Name: _____

Classification: _____

EXHIBIT F

Contract No. I-15-4656

CH2M HILL, Inc.

SCOPE OF SERVICES

ITEMS OF WORK TO BE INCLUDED IN CONTRACT I-13-4656 Supplement No. 2

Contract I-19-4458: I-294 (Tri-State Tollway) from North Avenue to Grand Avenue

- Incorporate new Soil Analysis information into the plans and cross sections.
- Revise Cross Sections to shown updated earthwork within S01B contract that will no longer be there when 4458 construction begins.
- Revise temporary soil retention plan to accommodate delayed Ramp R1 construction.
- Revise plans to show delayed start of S01A and S01B Construction.

Contract S01B: County Line Rd

- Revise MOT plan
 - Complete revision of all Stages (1-3) to accommodate the restrictive work zone due to I-294 mainline work occurring prior to S01B and revised Addison Creek Culvert construction.
 - Revise detour plans and attend IDOT Detour Committee meeting.
 - Coordinate revised MOT with S01A.
- Revise pavement jointing plans to shown revised staging plan.
- Revise Cross Sections
 - Revise staged cross sections to incorporate latest MOT staging.
 - Revised final cross sections to shown I-294 mainline constructed prior to S01B.
 - Revise earthwork calculations to show eliminated temporary runaround and widening.
- Revise Special Provisions to accommodate delayed letting.

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	\$3,057,775.00	6/30/2022
PSB 14-3	RR-14-4224 I-294 Master Plan	\$38,347,000.00	\$5,000.00	7/31/2020
PSB 15-2	Elgin O'Hare Western Access, 4656 DSE	\$6,448,505.35	\$100,729.00	11/30/2020
PSB 16-3	I-16-4266 IL 53/120 EIS	\$25,000,000.00	\$0.00	3/31/2020
PSB 17-3	I-17-4300, I-294- Roosevelt to St. Charles Ph II	\$38,500,000.00	\$4,150,000.00	6/30/2020
PSB 17-3	Tristate Tollway Permanent ITS & Lighting installation	\$1,820,800.00	\$959,271.00	12/31/2023
PSB 18-4	I-18-4700 Design Corridor Manager Services (DCM) – EOWA Corridor (Illinois Route 390/I-490)	\$29,500,000.00	\$15,150,176.00	12/31/2025
PTB 170-21	Various IL Safety Program Analysis & Technical Support	\$12,000,000.00	\$4,050,000.00	7/2/2020
PTB 175-02	District 1 Var/Var PM	\$1,800,000.00	\$85,000.00	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	\$260,000.00	12/31/2020
PTB 157-10	US 20 Phase I	\$2,279,199.00	\$79,171.00	6/1/2020
PTB 159-31	Statewide Structural	\$2,000,000.00	\$150,000.00	12/31/2021
PTB 188-009	Smart Highway Ph I and II	\$2,000,000.00	\$160,000.00	2/19/2024