

RESOLUTION NO. 22085

Background

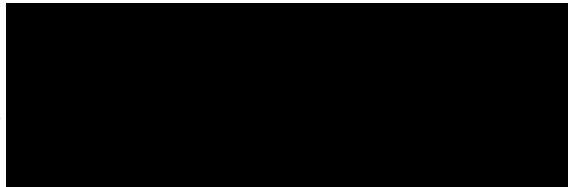
The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No 21361 approved September 28, 2017, entered into an Agreement with Quigg Engineering, Inc., on Contract No. I-17-4299, for Design Services on the Tri-State Tollway (I-294), Mile Post 29.1 (East West Connector) to Mile Post 30.5 (Roosevelt Road).

Per Tollway request, Quigg Engineering, Inc. submitted a proposal to provide Supplemental Design Services for Contract No. I-17-4299 in an amount not to exceed \$200,000.00, increasing the contract upper limit from \$2,650,000.00 to \$2,850,000.00. It is necessary and in the best interest of the Tollway to accept Quigg Engineering, Inc.’s proposal.

Resolution

The Chief Engineering Officer is authorized to negotiate an Amended Agreement with Quigg Engineering, Inc., consistent with the aforementioned proposal, to increase the contract upper limit by \$200,000.00, subject to review and approval by the General Counsel. The Chairman and 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



Subject: Design Contract Supplement I-17-4299
 Quigg Engineering, Inc.

NARRATIVE

1.0 Purpose

The purpose of this staff summary sheet (SSS) is to request approval to supplement Contract I-17-4299 with Quigg Engineering, Inc. (D/W/MBE) in the amount of **\$200,000.00**. The supplement increases the upper limit of compensation of the contract from **\$2,650,000.00** to **\$2,850,000.00**, which is an 7.5% increase. The supplement provides additional Design Section Engineering (DSE) services associated with Central Tri-State Tollway (I-294) projects necessary to complete the intent of the original contract and are within the overall available budget for the corridor. This is the first supplement request for the contract. The Notice-to-Proceed for the I-17-4299 contract was issued on October 26, 2017.

D/M/WBE and VOS/SDVOSBE Summary:

Table 1: D/M/WBE and VOS/SDVOSBE Participation

D/M/WBE				
Solicited %	Current Contract Commitment (Original)%	Current Contract % To Date	Supplemental % Commitment	Projected % Commitment w/Supplement
24%	63.44%	66.08%	58.80%	65.57%
VOS/SDVOSBE				
2.0%	5.23%	5.00%	8.75%	5.27%

Table 2: Prime & Subconsultant D/M/WBE and VOS/SDVOSBE Participation by Firm

Firm	Current Contract % Commitment (Original)	Supplemental % Commitment	Projected % Commitment w/Supplement
Quigg Engineering, Inc. prime (D/WBE)	40.46%	45.40%	40.42%
*Ames Engineering, Inc. (DBE)	3.00%	0.00%	2.48%
D'Escoto, Inc. (D/MBE)	2.08%	13.48%	7.08%
*J.A.Watts, Inc. (D/WBE)	2.52%	0.00%	2.88%
*Material Service Testing, Inc. (D/MBE)	9.41%	0.00%	6.22%
*Singh & Associates, Inc. (D/MBE)	5.97%	0.00%	6.49%
Collins Engineering, Inc. (VOSB)	5.23%	8.75%	5.27%

* Note – Subconsultants are performing specific services that are not identified in the additional scope of services covered in the supplement request; **Ames Engineering** (Barrier Warrant Analysis), **J.A.Watts** (Utility Coordination), **Material Service Testing** (Geotechnical Investigation & Analysis) and **Singh & Associates** (Design Improvements for ITS & Roadway Lighting).

Table 3: Past D/M/WBE and VOS/SDVOSBE Participation Performance – See attached summary from Catapult. Note that data in Table 1 may differ slightly as it considers accruals to date which may have not yet been reflected in Catapult.

Table 4: Contract Metrics

Item:		Comments
Estimated Construction Cost:	\$18,500,000.00	
Current Contract Upper Limit of Compensation (ULC):	\$2,650,000.00	
Current Contract as % of Construction:	14.3%	Typical range is 7-15%
Supplement #1 Amount:	\$200,000.00	
Contract w/Supplement #1 as % of Construction:	15.4%	Typical range is 7-15%
% Increase in DSE Contract ULC:	7.5%	
Current Contract Labor Hours:	18,576 hours	
To Date Hours Expended under Current ULC	19,293 hours	
Supplement #1 Labor Hours:	1,601 hours	
Current Contract Average Hourly Rate:	\$47.30	
Average Hourly Rate to Date:	\$45.55	
Estimated Average Hourly Rate for Supplement #1 Work:	\$44.55	

2.0 Background Information

Contract I-17-4299 provides Phase II (design) engineering services to prepare plans and specifications for reconstructing the Tri-State Tollway (I-294) between the East-West (I-88) Connector (M.P. 29.1) and Roosevelt Road (M.P. 30.5). Their scope includes design for roadway widening and reconstruction; new retaining walls; new drainage structures; modifications to existing drainage structures; soil erosion and sediment control during and after construction; landscaping; pavement markings; delineators; signage; barrier warrant analysis and installation of guardrail, anchors and terminals; updated roadway lighting; maintenance of traffic; protection and relocation of utilities and other appurtenant and miscellaneous improvements.

As Phase II progressed, additional construction work and design efforts were identified that were not anticipated by the DSE or the Tollway at the time the original fee was established. The additional design efforts, and the impact to the DSE budget, are summarized as follows:

Contract Unbundling: Construction contract packaging within the design section has been reexamined to increase the number of bid opportunities. Within the I-17-4299 contract limits, separate construction contracts will be created for warm-mix asphalt (WMA) shoulder construction and moment slab overlay work for the I-294 mainline. **The additional level of effort and fee to adjust the current plan sets to accommodate the proposed changes are 562 hours and \$70,000, respectively.**

Design Refinement of Moment Slabs: Design Information Bulletin 19-06, which added requirement for overlaying moment slabs adjacent to proposed retaining walls, was issued after the I-17-4299 Preliminary (60%) Design Submittal. The DSE was required to subsequently update the moment slab design, accordingly. The change alleviates concerns with grade differentials during maintenance of traffic stages between an exposed moment slab and the top of adjacent concrete pavement. This change improves interim staging, drainage, and sequencing through construction. Constructability will also be improved by reducing the duration of construction stages and construction costs will be reduced. **The additional level of effort and fee for this additional task are 325 hours and \$40,600, respectively.**

Noise Abatement Wall (NAW) Design vs. Performance-Based Specifications: Performance Based Noise Abatement Walls for which design would be provided by the Contractor during construction were assumed to be proposed under the Tri-State Tollway (I-294) Master Plan and were therefore proposed as part of the I-17-4299 Preliminary (60%) Design Submittal. The Tollway subsequently directed that the noise walls should be designed by the DSE and included in the contract documents prior advertisement for bid. Designing the noise walls will provide the Tollway with options for advance procurement, uniformity, and potentially reduced construction costs and schedule impacts. **The additional level of effort and fee are 534 hours and \$66,800, respectively.**

Environmental: Changes to the Clean Construction Demolition Disposal (CCDD) regulations and the Tollway Environmental Documentation requirements has resulted in a more extensive soil exploration and testing protocol being required during plan development. Tollway issued Design Bulletin (DB) 19-1 and revised the 2019 Illinois Tollway Environmental Studies Manual to require a soil sampling plan in advance of characterizing material for disposal, reuse and construction worker precaution. The updated sampling and testing protocol will allow for more efficient earthwork management consistent with industry standards. DB 19-1 will require that the contract documents be updated. **The additional level of effort and fee are 180 hours and \$22,600, respectively.**

Evaluating the DSE Contract to Date:

The following items were also considered while evaluating this supplement request:

- Consultant performance: Very good. They are responsive and have been meeting their deadlines while producing quality work.
- Average hourly rate comparison: The consultant's actual average hourly rate to date was compared to the negotiated average hourly rate. The negotiated rate (excluding direct costs) equaled **\$47.30**. The actual rate (excluding direct costs) thus far equals **\$45.55**. Since the actual rate is less than the negotiated rate the consultant is on track to deliver the negotiated hours of service.
- Meeting the D/M/WBE participation commitment: As indicated in Tables 1 & 2 above, the DSE's current DBE participation of **66.08%** is tracking greater than their **61.34%** commitment. The projected DBE commitment including the supplement provides an overall **65.57%** commitment. While a bit below the current rate, it results in achieving participation greater than their **61.34%** commitment. The reduction is attributed to not needing additional services related to task that specific subconsultants were assigned, as described in the note under Table 2.
- Meeting the VOS/SDVOSBE participation commitment: As also indicated in Tables 1 & 2 above, The DSE's current subconsultant VOSB participation of **5.00%** is tracking slightly less than their **5.23%** commitment. Additional hours for VOSB participation are contained within the supplement, which increases the overall commitment to **5.27%**.
- Fee evaluation: Design fees on larger construction projects typically range between 7-15% of the total construction costs. In the planning of Move Illinois, an 8% budget of the estimated construction cost was allocated. The current construction cost estimate for this design section is \$18 million. This supplement request will increase the design engineering fee from 14.3% to 15.4% of the current construction cost estimate. This is one the smaller design sections within the corridor, some of which is being prepared to be included with construction contacts of 3 separate, adjacent design sections. Therefore, due to the smaller size and an increased level of effort to coordinate design schedules, the design percentage including the supplement is in line with expected historical program percentage for this service.

3.0 Alternatives

There are four alternatives which are described as follows:

Alternative #1—Do not perform the work – Not Recommended

Not recommended. This is not a viable option as the added DSE services are required to complete the scope and original intent of this design section.

Alternative #2 – Perform the work using a different design contract

Not recommended. Transferring the added design work described above to another consultant without the institutional knowledge of this design section would require additional hours and costs to get the new designer up to speed and potentially delay design completion and construction package advertisement. However, added design work other than those described above and not subject to these conditions will be transferred to a future DSE.

Alternative #3: Solicit this work on a new Professional Services Bulletin

Not recommended. Soliciting this work on a new Bulletin would result in significant impacts to the design and construction schedules for this project and would require additional manhours and costs to get the new designer up to speed. However, some work in this design section that is not subject to these conditions will be transferred to a future DSE

Alternative #4 – Supplement Contract I-17-4299

Alternative #4 is recommended to most efficiently and expeditiously complete the additional design services identified. Survey work, base drawing files, etc. have already been developed under the original contract. As such, the additional design services can be performed at a lower overall cost than if the work were performed under a separate contract. Supplementing the I-17-4299 contract places the Tollway in the best position to deliver improvements to Tollway Customers as soon as possible.

Recommendation

Tollway Engineering recommends Alternative #4, supplementing existing Design Section Engineering (DSE) Contracts I-17-4299 in the amount of \$200,000.

4.0 Impact on Funding

The additional funding needed would be drawn from MI-TS-01; 95th Street to Balmoral.

Expenditures	2017	2018	2019	2020	2021
Current	\$113,002	\$1,510,737	\$786,462	\$114,371	\$50,254
Proposed	\$113,002	\$1,510,737	\$786,462	\$300,000	\$55,000

Expenditures	2022	2023	2024	Total
Current	\$50,254	\$24,920	\$0	\$2,650,000
Proposed	\$55,000	\$29,800	\$0	\$2,850,000

5.0 Actions Required

Action	Responsible Party
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1. Approval of Staff Summary Sheet	Engineering
2. Tollway Board Approval	Chief Engineering Officer
3. Prepare PCRs	Engineering
4.	

From: [Wicks, Michael](#)
To: [Nicholson, Katrice](#); [Herron, LaSandra](#)
Cc: [Garcia, Susan L.](#)
Subject: RE: 4299 Change in Key Personnel
Date: Friday, September 11, 2020 12:41:36 PM
Attachments: [LT_QEI_MCV_4299-KeyPersonnelChanges_09112020.pdf](#)

LaSandra

Here is the request for key personnel changes from the prime. Contact me if you have questions
Thanks

Mike Wicks, PE
Illinois Tollway
630.241.6800 x4927
630.364.0071 (cell)

From: Wicks, Michael
Sent: Tuesday, September 1, 2020 10:04 AM
To: Nicholson, Katrice <knicholson@getipass.com>; Herron, LaSandra <lherron@getipass.com>
Cc: Garcia, Susan L. <SLGarcia@getipass.com>
Subject: FW: 4299 Change in Key Personnel

**4299D I-294 Roadway Reconstruction
East-West Connector to Roosevelt Rd**

Good morning LaSandra & Katrice

Please let me know if you can prepare a letter for the Chief's signature concerning approval of the Key Personnel changes indicated on the attached. Contact me if you have questions.

Thanks

Mike Wicks, PE
Illinois Tollway
630.241.6800 x4927
630.364.0071 (cell)

From: Mike Vail <MVail@QuiggEngineering.com>
Sent: Monday, August 31, 2020 11:23 AM
To: Wicks, Michael <mwicks@getipass.com>
Cc: Garcia, Susan L. <SLGarcia@getipass.com>
Subject: 4299 Change in Key Personnel

Mike,

Per a comment provided on the 4299 Supplement Proposal review, attached are letters from Michael

Baker International and A. Epstein and Sons requesting approval of changes in Key Personnel from the original Key Personnel identified in the original contract proposal. I have reviewed the requests and concur with the proposed changes in Key Personnel.

Please let me know if you need anything additional or have any questions.

Thanks,
Mike



Michael C. Vail, PE

Transportation Manager

Quigg Engineering Inc.

p: 217-670-0563 m: 217-725-1641

a: 2351 S. Dirksen Parkway, Springfield, IL 62703

w: www.quiggengineering.com e: mvail@quiggengineering.com

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QUIGG ENGINEERING INC

2351 S. Dirksen Parkway ▪ Springfield IL 62703
Phone 217-670-0563 ▪ Fax 217-679-2204
www.quiggengineering.com

September 11, 2020

Mr. Paul D. Kovacs, P.E.
Chief Engineering Officer
Illinois Tollway
2700 Ogden Avenue
Downers Grove, IL 60515

Attention: Mr. Michael Wicks, P.E.
Tollway Project Manager

**Subject: Contract I-17-4299 – Design Engineer Services,
Contract Changes in Key Personnel**
Tri-State, Roadway Reconstruction
EW Connector (M.P. 29.1) to Roosevelt
Road (M.P. 30.5)

Dear Mr. Wicks,

Since receipt of NTP on the 4299 Design Section contract, there have been changes to some Key Personnel assigned to the project from those listed in the original contract proposal. The requested changes have been reviewed by Quigg Engineering and we propose to make the changes as shown below:

Michael Baker International, Inc. proposes to replace Isaac Yun, Project Civil Engineer, with Jennifer Chan in the same key role.

A. Epstein and Sons International, Inc. proposes to replace Victor Iniguez, QA/QC Roadway with John Karlovitz in the same key role.

Résumés of the proposed Key Personnel have been provided as attachments to this letter.

Should you need additional information or have any questions, please contact me.



Michael C. Vail, P.E.
DSE Project Manager - 4299

Attachments

August 28, 2020

Mr. Paul Kovacs
Chief Engineering Officer
Illinois Tollway
2700 Ogden Ave
Downers Grove, IL 60515

RE: Contract Number I-17-4299
Tri-State Tollway, Roadway Reconstruction and Bridge Rehabilitation
Change of Key Personnel - Project Civil Engineer (Roadway Subconsultant)

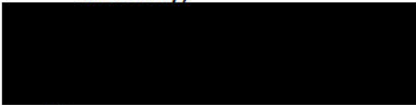
Dear Mr. Kovacs,

Please be advised that the Isaac Yun, Roadway subconsultant Project Civil Engineer for this contract, is no longer with Michael Baker International, Inc. as of August 10, 2018. We are proposing Jennifer Chan, P.E. as Project Engineer. Ms. Chan has 20 years of experience in the design of highway and bridge improvements including numerous projects for ISTHA and IDOT. She has been the lead roadway engineer involved in developing the geometrics for this project since NTP. This change would be effective immediately. Ms. Chan's resume is attached for your review and approval.

This change will not affect Michael Baker's Upper Limit of Compensation.

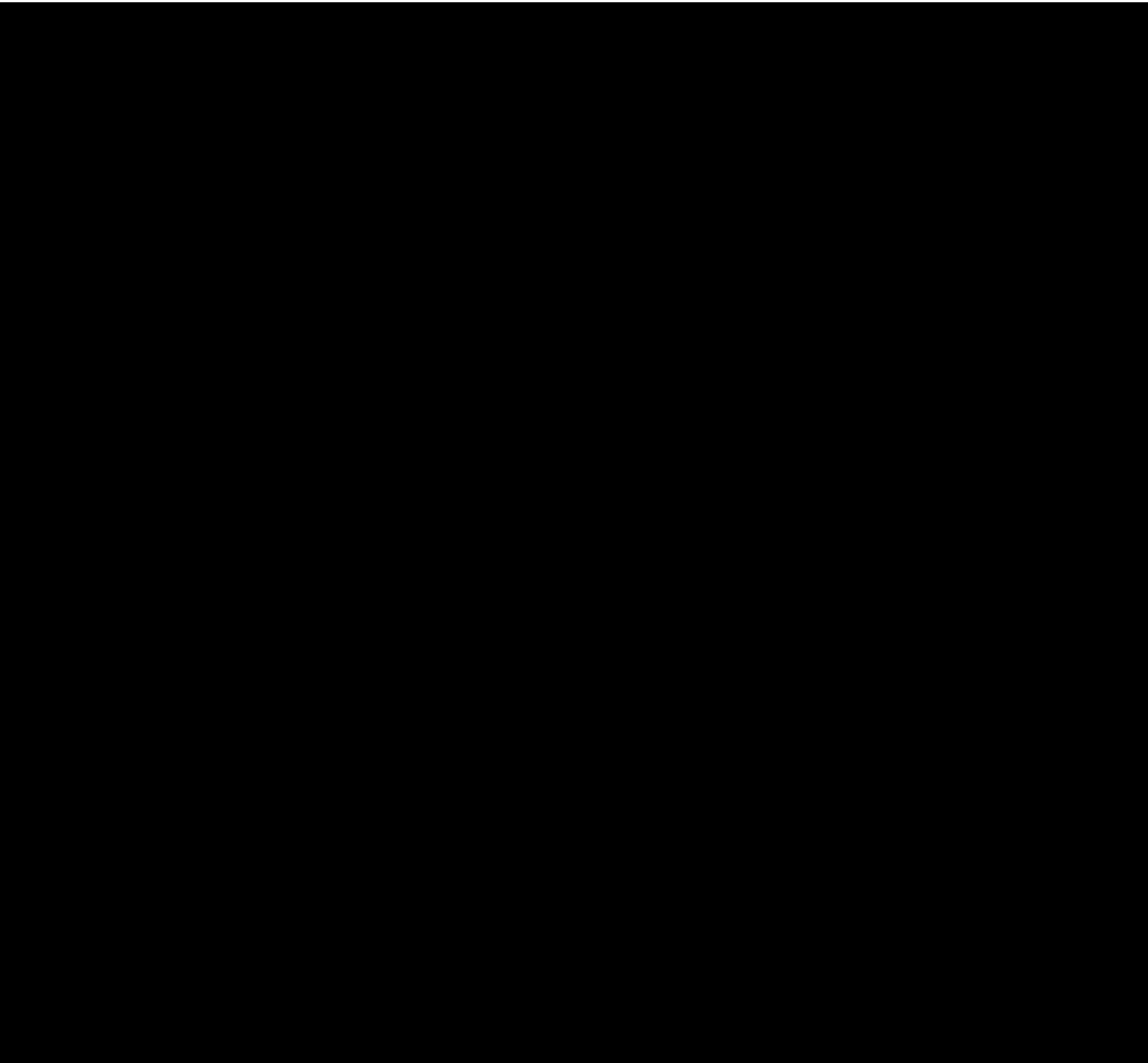
If you have any questions or require additional information, please contact me at (312) 575-3923 or Joseph.Catalano@mbakerintl.com.

Sincerely,



✓ Joseph R. Catalano, PE
Vice President

JENNIFER CHAN, PE | Project Engineer – Transportation





August 28, 2020

Mr. Paul Kovacs
Chief Engineering Officer
Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, IL 60515

RE: Contact I-17-4299
Tri-State Tollway Roadway Reconstruction EW Connector to Roosevelt Road
Key Personnel Change

Architecture
Interiors
Engineering
Construction

Dear Mr. Kovacs,

Victor Iniguez, PE was listed as the QA/QAC Roadway reviewer In the original Statement of Interest. He no longer works at Epstein. John Karlovitz, PE has been involved in the project from the beginning and will take over as QA/QC Roadway reviewer. His level of experience is greater than Victor's. John's resume is attached for your information.

If you have any questions or concerns, please contact me at gosborne@epsteinglobal.com or 312.429.8272.

Sincerely,



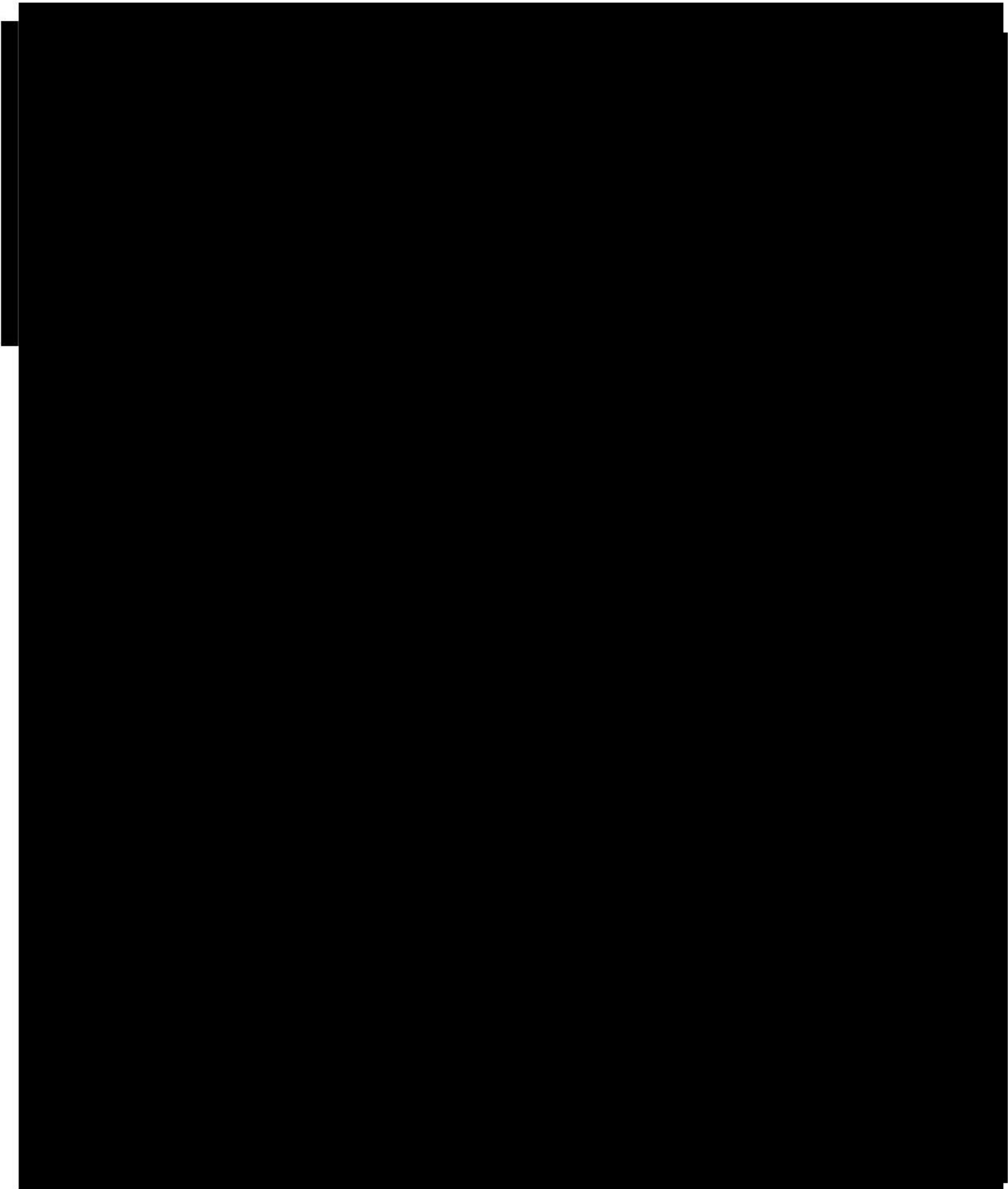
600 W. Fulton Street
Chicago, Illinois
60661-1199

+1 312 454 9100

epsteinglobal.com

Greg Osborne, PE
Director of Civil Engineering
Epstein

John Karlovitz, PE
QA/QC Roadway





September 29, 2020

Mr. Michael C. Vail, P.E.
DSE Project Manager
Quigg Engineering, Inc.
2351 S. Dirksen Parkway
Springfield, Illinois 62703

**RE: Contract I-17-4299
Tri-State Tollway Roadway Reconstruction EW Connector to Roosevelt Road
Key Personnel Change**

Dear Mr. Vail:

The Illinois Tollway has reviewed and approves your request to change Key Personnel Position(s): Project Engineer and QA/QAC Roadway Reviewer. As requested in your September 11, 2020 correspondence, Ms. Jennifer Chan, P.E. will replace Mr. Isaac Yun as the Project Engineer; John Karlovitz, P.E. will replace Victor Iniguez, P.E. as the QA/QAC Roadway Reviewer for design services on contract I-17-4299. These changes will not impact your upper limit of compensation.

Thank you for complying with Tollway Requirements in regards to this request, and please be mindful to provide similar requests when there is need to change a Tollway designated Key Personnel position. If you have any questions or need additional clarification, please contact Mike Wicks, Executive Project Engineer at 630/241-6800, ext. 4927.

Sincerely,

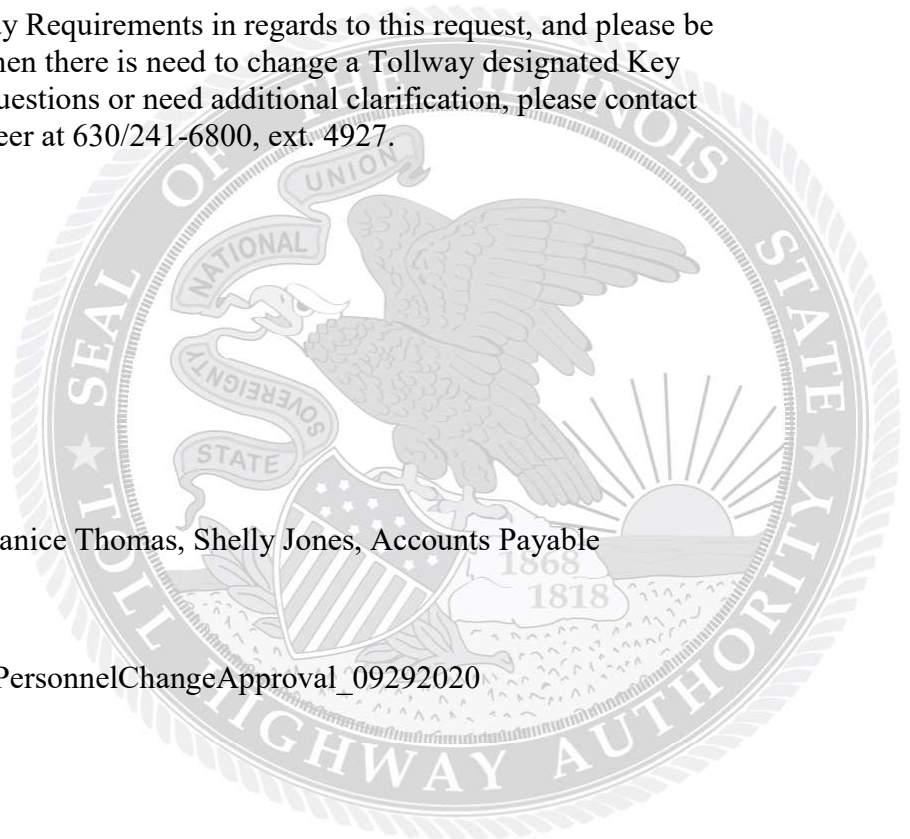


Paul D. Kovacs, P.E.
Chief Engineering Officer

PDK/lh

cc: Lanyea Griffin, Mike Wicks, Janice Thomas, Shelly Jones, Accounts Payable

File: 02-4299-01-07
LT_Tollway_PDK_4299-KeyPersonnelChangeApproval_09292020



⊕ 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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Quigg Engineering Inc.

Mohammed Saleem
2351 S. Dirksen Pkwy.
Springfield, IL 62703

County: Sangamon

Email: lquigg@quiggengineering.com

Phone: (217) 670-0563

Fax: (217) 679-2204

Categories: Architecture\Engineering

NAICS	Speciality
541330-Engineering Services	541330- REHABILITATION LOCATION DRAINAGE
541370-Surveying & Mapping (except Geophysical) Serv.	TRAFFIC SIGNALS HYDRAULIC REPORTS - PUMP STATIONS
541620-Environmental Consultant Services	WATERWAYS: TYPICAL AERONAUTICS: CONSTRUCTION INSPECTION AERONAUTICS: PLANNING & SPECIAL SERVICES HIGHWAY STRUCTURE: TYPICAL HIGHWAY STRUCTURE: ADVANCED TYPICAL AERONAUTICS: DESIGN RECONSTRUCTION/MAJOR REHABILITATION STUDIES: TRAFFIC STUDIES: SAFETY STUDIES: FEASIBILITY ROADS AND STREETS FREEWAYS NEW CONSTRUCTION/MAJOR RECONSTRUCTION SPEC. SERVS.: CONSTRUCTION INSPECTION HIGHWAY STRUCTURE: SIMPLE 541370- SURVEYING 541620- ENVIRONMENTAL ASSESSMENT

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Business & Contact Information

BUSINESS NAME	Quigg Engineering Inc.	
OWNER	Mr. Mohammed Saleem	
ADDRESS	111 S. Wacker Dr., Suite 3910 Chicago, IL 60606	Map This Address
PHONE	312-500-5229	
EMAIL	ssaleem@quiggengineering.com	
WEBSITE	http://www.quiggengineering.com	
ETHNICITY	Asian American	
GENDER	Male	
COUNTY	Cook (IL)	

Certification Information

CERTIFYING AGENCY	State of Illinois Central Management Services
CERTIFICATION TYPE	MBE - Minority Business Enterprise
RENEWAL DATE	2/15/2021
EXPIRATION DATE	2/15/2026
CERTIFIED BUSINESS DESCRIPTION	Civil Engineering Environmental Engineering Structural Engineering Traffic and Transportation Engineering Track Construction and Inspection Water Supply Plant Operating and Monitoring System Services, Including Water Resources Development and Water Quality Management Services

Commodity Codes

Code	Description
NIGP 92517	Civil Engineering
NIGP 92535	Environmental Engineering

NIGP 92588	Structural Engineering
NIGP 92593	Traffic and Transportation Engineering
NIGP 94088	Track Construction and Inspection
NIGP 96892	Water Supply Plant Operating and Monitoring System Services, Including Water Resources Development and Water Quality Management Services

Additional Information

REGION

Metro Chicago

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Business & Contact Information

BUSINESS NAME	Quigg Engineering Inc.	
OWNER	Mr. Mohammed Saleem	
ADDRESS	111 South Wacker Drive Suite 3910 Chicago, IL 60606	Map This Address
PHONE	312-235-6783	
EMAIL	ssaleem@quiggengineering.com	

Certification Information

CERTIFYING AGENCY	Cook County
CERTIFICATION TYPE	MBE - Minority Business Enterprise
CERTIFICATION DATE	6/12/2019
RENEWAL DATE	10/10/2020
EXPIRATION DATE	6/12/2024
CERTIFIED BUSINESS DESCRIPTION	Professional Services

Commodity Codes

Code	Description
NAICS 541330	Civil engineering services
NAICS 541330	Engineering services

Additional Information

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Business & Contact Information

BUSINESS NAME	Collins Engineers, Inc.	
OWNER	Mr. THOMAS COLLINS	
ADDRESS	550 W. Jackson Boulevard #1200 Chicago, IL 60616	Map This Address
PHONE	312-704-9300	
FAX	312-704-9320	
EMAIL	jhamelka@collinsengr.com	
WEBSITE	http://WWW.COLLINSENGR.COM	
ETHNICITY	Caucasian	
GENDER	Male	
COUNTY	Cook (IL)	

Certification Information

CERTIFYING AGENCY	State of Illinois Central Management Services
CERTIFICATION TYPE	VOSB - Veteran Owned Small Business
RENEWAL DATE	2/22/2021
EXPIRATION DATE	2/22/2025
CERTIFIED BUSINESS DESCRIPTION	ARCHITECTURAL SERVICES, PROFESSIONAL ENGINEERING SERVICES, PROFESSIONAL

Commodity Codes

Code	Description
NIGP 90600	ARCHITECTURAL SERVICES, PROFESSIONAL
NIGP 92500	ENGINEERING SERVICES, PROFESSIONAL

Additional Information

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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	City of Chicago
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFICATION DATE	7/15/2019
RENEWAL DATE	9/1/2020
EXPIRATION DATE	9/1/2020
CERTIFIED BUSINESS DESCRIPTION	236210 Construction management, industrial building (except warehouses) 236220 Construction management, commercial and institutional building 237110 Construction management, water and sewage treatment plant 237310 Construction management, highway, road, street and bridge 237990 Construction management, mass transit 237990 Construction management, outdoor recreation facility 237990 Construction management, tunnel 541330 Engineering services 541511 Custom Computer Programming Services 541512 CAD (computer-aided design) systems integration design services 541512 CAE (computer-aided engineering) systems integration design services 541512 Computer Systems Design Consulting Services 541519 Other Computer Related Services 541611 Administrative and General management Consulting Services

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 237990	Construction management, mass transit
NAICS 237990	Construction management, outdoor recreation facility
NAICS 237990	Construction management, tunnel
NAICS 541330	Engineering 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
NAICS 541990	All Other Professional, Scientific, and Technical Services

Additional Information

WARD	1
COMMUNITY AREA	24 West Town

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Business & Contact Information

BUSINESS NAME	d'Escoto, Inc.	
OWNER	Mr. Federico J. d'Escoto	
ADDRESS	1200 N Ashland Ave. 6th Floor Chicago, IL 60622	Map This Address
PHONE	312-787-0707	
FAX	312-787-7322	
EMAIL	FDESCOTO@DESCOTOINC.COM	
WEBSITE	http://www.descotoinc.com	
ETHNICITY	Hispanic	
GENDER	Male	
COUNTY	Cook (IL)	

Certification Information

CERTIFYING AGENCY	State of Illinois Central Management Services
CERTIFICATION TYPE	MBE - Minority Business Enterprise
RENEWAL DATE	10/4/2020
EXPIRATION DATE	10/4/2020
CERTIFIED BUSINESS DESCRIPTION	Engineering Services, Professional, Architectural Services, Professional, Drafting Services, Consulting Services

Commodity Codes

Code	Description
NIGP 90600	ARCHITECTURAL SERVICES, PROFESSIONAL
NIGP 90738	Drafting Services
NIGP 91800	CONSULTING SERVICES

NIGP 92500

ENGINEERING SERVICES, PROFESSIONAL

Additional Information

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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



Office of the Secretary of State Jesse White
CYBERDRIVEILLINOIS.COM

Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number	64887912
Entity Name	QUIGG ENGINEERING INC.
Status	ACTIVE

Entity Information

Entity Type
CORPORATION

Type of Corp
DOMESTIC BCA

Incorporation Date (Domestic)
Friday, 5 May 2006

State
ILLINOIS

Duration Date
PERPETUAL

Agent Information

Name
FRANCISCO E. CONNELL

Address

30 S WACKER DR STE 2600
CHICAGO , IL 60606

Change Date
Thursday, 10 January 2019

Annual Report

Filing Date
Wednesday, 11 March 2020

For Year
2020

Officers

President
Name & Address
LORI L QUIGG 2310 OLD STATE RD JACKSONVILLE 62650

Secretary
Name & Address
REBECCA STOCKER 1876 LITERBERRY TRIOPIA JACKSONVILLE 62650

[Return to Search](#)

[File Annual Report](#)

[Adopting Assumed Name](#)

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

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

(One Certificate per Transaction)

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

11:47 08/25/20

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 08/25/20 AT 11:48 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

Quigg Engineering, Inc.

[REDACTED]
Contract No. I-17-4299

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

11:55 08/25/20

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 08/25/20 AT 11:55 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

A Epstein & Sons International, Inc.

[REDACTED]

Contract No. I-17-4299

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

11:53 08/25/20

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 08/25/20 AT 11:53 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

Civiltech Engineering, Inc.

[REDACTED]
Contract No. I-17-4299

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

11:59 08/25/20

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 08/25/20 AT 12:00 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

Collins Engineers, Inc.

[REDACTED]
Contract No. I-17-4299

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

11:49 08/25/20

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 08/25/20 AT 11:49 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

d'Escoto, Inc.

[REDACTED]

Contract No. I-17-4299

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

11:51 08/25/20

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 08/25/20 AT 11:52 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

Michael Baker International

[REDACTED]
Contract No. I-17-4299

DESIGN SECTION ENGINEER
FIRST SUPPLEMENTAL AGREEMENT

The Board of Directors, on the **20th** day of **August, 2020**, authorized this **FIRST SUPPLEMENTAL AGREEMENT** to be entered into by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter sometimes referred to as "TOLLWAY", and **QUIGG ENGINEERING INC.**, a **corporation** authorized and existing within the laws of the State of Illinois, hereinafter sometimes referred to as "DESIGN SECTION ENGINEER".

W I T N E S S E T H:

WHEREAS, the TOLLWAY selected the DESIGN SECTION ENGINEER from **PSB 17-3, Item 4**, and DESIGN SECTION ENGINEER entered into an agreement on **September 28, 2017**, to provide design section engineering services (hereinafter "Services") for Contract No. **I-17-4299** for **Tri-State Tollway, Roadway Reconstruction, EW Connector (Mile Post 29.1) to Roosevelt Road (Mile Post 30.5)**; 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 **July 20, 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 **September 28, 2017** ("Original Agreement") and commonly referred to as Contract No. **I-17-4299**, 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-17-4299 for Tri-State Tollway, Roadway Reconstruction, EW Connector (Mile Post 29.1) to Roosevelt Road (Mile Post 30.5)** 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-17-4299 for Tri-State Tollway, Roadway Reconstruction, EW Connector (Mile Post 29.1) to Roosevelt Road (Mile Post 30.5)** performed by the DESIGN SECTION ENGINEER under the Original Agreement and including the services set forth herein, is hereby increased from \$ **2,650,000.00** by \$ **200,000.00** to \$ **2,850,000.00**.

ARTICLE VI

Report of a Change in Circumstances

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

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

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

ARTICLE VII


EXPATRIATED ENTITIES

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

IN WITNESS WHEREOF, the parties hereto have executed this **FIRST SUPPLEMENTAL AGREEMENT** for **I-17-4299** the day and year first above written.

**THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY**

QUIGG ENGINEERING INC.


By 
Chairman/CEO – Signature Date
Willard S. Evans, Jr.


President-Signature Date


Lori L Quigg

Printed Name as Signed Above


APPROVED:


Executive Director - Signature Date
Jose Alvarez


APPROVED:


Chief Financial Officer - Signature Date
Cathy R. Williams

APPROVED:


General Counsel - Signature Date
Kathleen Pasulka-Brown

Approved as to Form and Constitutionality


10/09/2020

Attorney General, State of Illinois - Signature Date

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

FOR CONTRACT NUMBER I-17-4299

This proposal, dated July 20, 2020, is submitted by Quigg Engineering Inc. of Springfield, Illinois for Design Section Engineer's Service.

DESCRIPTION/LOCATION OF DESIGN SECTION

The location of the construction Contract I-17-4299 for which we propose to provide Design Section Engineering Services is Tri-State Tollway, Roadway Reconstruction, East West Connector (M.P. 29.1) to Roosevelt Road (M.P 30.5), in Cook & 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 SERVICES

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

FEE PROPOSAL

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

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

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

Miscellaneous Indirect Costs, and Profit. This factor shall be used for periodic invoicing during the project.

AGREEMENT LIMITS

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

The Upper Limit Compensation shall be increased

from \$ 2,650,000.00 by \$ 200,000.00 to \$ 2,850,000.00.

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

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

The obligations of this Section shall be explicitly included in any subcontracts or agreements formed between the DESIGN SECTION ENGINEER and any

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

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

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

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

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

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

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

request such approval or an INVOICE submittal extension no later than February 15th.

PARTIAL PAYMENTS

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

REVISIONS TO SUPPLEMENTAL SCOPE OF WORK

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

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

CONTRACT I-17-4299

SUBMITTED BY:

FIRM NAME: Quigg Engineering Inc.

ADDRESS: 2351 S. Dirksen Parkway

CITY, STATE &
ZIP CODE: Springfield, IL 62703

TELEPHONE: 217-670-0563

FACSIMILE: 217-245-5398

SIGNED BY:



PRINTED NAME: Michael C. Vail

TITLE: Transportation Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/19/2020

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

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

PRODUCER Kamm Insurance Group, Inc. 7N024 Medinah Road PO Box 129 Medinah IL 60157-0129	CONTACT NAME Jennifer Allard PHONE (A/C, No, Ext) (630) 980-5000 E-MAIL ADDRESS jallard@kammgroup.com FAX (A/C, No) (630) 980-9311
	INSURER(S) AFFORDING COVERAGE INSURER A Valley Forge Insurance INSURER B Continental Casualty INSURER C Endurance American Specialty Ins. Co. INSURER D INSURER E INSURER F
INSURED Quigg Engineering, Inc. 1845 S Main Street, Suite D South Jacksonville IL 62650	

COVERAGES

CERTIFICATE NUMBER: CL2012840287

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLA MS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPL ES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JE CT <input type="checkbox"/> LOC OTHER:	Y	Y	6079989097	01/31/2020	01/31/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV NJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	6079989133	01/31/2020	01/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY NJURY (Per person) \$ BODILY NJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLA MS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	6079989102	01/31/2020	01/31/2021	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPR ETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6079989116	01/31/2020	01/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACC DENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			DPL30001358500	11/17/2019	11/17/2020	Design Prof Liability \$5,000,000 Technology E&O/Media \$5,000,000 Network Security/Privacy \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PSB 17-3 Item 4 Contract I-17-4299, Tri-State, Roadway Reconstruction, East West Connector (M.P.29.1) to Roosevelt Road (M.P. 30.5) Illinois State Toll Highway Authority and Illinois Department of Transportation are additional insureds in respects to the General Liability per written contract, on a primary & non/contributory basis, and additional insured in respects to auto liability, subject to the terms and conditions of the policy. Workers compensation policy includes waiver of subrogation

CERTIFICATE HOLDER**CANCELLATION**

Illinois State Toll Highway Authority 2700 Ogden Ave Downers Grove IL 60515	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

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

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

Named Insured: QUIGG ENGINEERING INC

Endorsement Effective Date: 01/31/2020

SCHEDULE

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

Any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us. You must agree to that requirement prior to loss.

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

Form No: CA 04 44 10 13

Endorsement Effective Date:

Endorsement No: 5; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 6079989133

Policy Effective Date: 01/31/2020

Policy Page: 39 of 173



Contractors' General Liability Extension Endorsement

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

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Contractors' General Liability Extension Endorsement**1. ADDITIONAL INSUREDS**

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

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

(2) was executed prior to:

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

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

for which such additional insured seeks coverage.

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

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

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

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

A. Controlling Interest

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

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

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

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

B. Co-owner of Insured Premises

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

C. Lessor of Equipment

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

D. Lessor of Land

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

Contractors' General Liability Extension Endorsement

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

E. Lessor of Premises

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

F. Mortgagee, Assignee or Receiver

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

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

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

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

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

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

H. Trade Show Event Lessor

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



Contractors' General Liability Extension Endorsement

- a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,
in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

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

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

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

3. BODILY INJURY – EXPANDED DEFINITION

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

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

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

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

A. BROAD KNOWLEDGE OF OCCURRENCE

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

B. NOTICE OF OCCURRENCE

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

5. BROAD NAMED INSURED

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

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:
 - a. on the effective date of this **Coverage Part**; or

Contractors' General Liability Extension Endorsement

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

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

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

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
 - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
- a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
 - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

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

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

This insurance does not apply to:

k. Damage to Your Product

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

- (1) fire;
- (2) smoke;
- (3) collapse; or
- (4) explosion.

l. Damage to Your Work

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

This exclusion does not apply:

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

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Contractors' General Liability Extension Endorsement

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

- (a) fire;
- (b) smoke;
- (c) collapse; or
- (d) explosion.

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

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

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

7. CONTRACTUAL LIABILITY – RAILROADS

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

Insured Contract means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

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VALLEY FORGE INSURANCE COMPANY

Insured Name: QUIGG ENGINEERING, INC.

Policy No: 6079989097

Endorsement No: 6

Effective Date: 01/31/2020

Contractors' General Liability Extension Endorsement

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

This insurance does not apply to:

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

Damages arising out of:

- (1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

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

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

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

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

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

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

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

Property damage means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

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

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

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

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



Contractors' General Liability Extension Endorsement

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

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

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

This insurance does not apply to:

Expected or Intended Injury

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

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

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

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

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

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

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

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

Contractors' General Liability Extension Endorsement

- E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

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

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

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

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

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

- (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
- (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

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

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

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

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

This insurance does not apply to:

Contractual Liability

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

iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

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

Dishonesty or Crime

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

Medicare/Medicaid Fraud

Contractors' General Liability Extension Endorsement

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

Services Excluded by Endorsement

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

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

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

- a. professional health care services** on behalf of the **Named Insured** or
- b. Good Samaritan services** rendered in an emergency and for which no payment is demanded or received.

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

- a. Physician;**
- b. Nurse;**
- c. Nurse practitioner;**
- d. Emergency medical technician;**
- e. Paramedic;**
- f. Dentist;**
- g. Physical therapist;**
- h. Psychologist;**
- i. Speech therapist;**
- j. Other allied health professional; or**

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

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

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

iii. amend the definition of **Insured** to:**a.** add the following:

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

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

Contractors' General Liability Extension Endorsement

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

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

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

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

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

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

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

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

Other Insurance

b. **Excess Insurance**

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

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

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

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

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

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

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

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

This insurance does not apply to:



Contractors' General Liability Extension Endorsement**j. Damage to Property****Property damage to:**

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

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

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

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

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

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

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

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

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;
- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

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

**Contractors' General Liability Extension Endorsement**

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

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

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

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

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

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

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

- a.** \$500,000; or
- b.** The Damage To Premises Rented To You Limit shown in the Declarations.

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

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

16. LIQUOR LIABILITY

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

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

17. MEDICAL PAYMENTS

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

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

- (1)** \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
- (2)** the amount shown in the Declarations for Medical Expense Limit.



Contractors' General Liability Extension Endorsement

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

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

18. NON-OWNED AIRCRAFT

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

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

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

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

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

This exclusion does not apply to:

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

- (a) less than 75 feet long; and
- (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

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

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

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

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

This insurance does not apply to:

Knowing Violation of Rights of Another

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

- (a) the **Named Insured**; or
 - (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.
2. add the following exclusions:

**Contractors' General Liability Extension Endorsement**

This insurance does not apply to:

Employment Related Discrimination

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

Premises Related Discrimination

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

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

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

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

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

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

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

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

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

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

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

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

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

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

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

22. PROPERTY DAMAGE – ELEVATORS

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



Contractors' General Liability Extension Endorsement

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

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

23. SUPPLEMENTARY PAYMENTS

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

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

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

25. WAIVER OF SUBROGATION - BLANKET

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

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

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

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

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage** or **personal and advertising injury** giving rise to the **claim**.

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

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

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

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

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

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



Contractors' General Liability Extension Endorsement

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

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

This insurance is excess over:

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

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

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

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

- 1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
- 2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

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

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

All other terms and conditions of the Policy remain unchanged.

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

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EXTENDED COVERAGE ENDORSEMENT - BA PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

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

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

The insurance afforded by this provision **A.2.:**

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

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

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

B. Bail Bonds and Loss of Earnings

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

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

C. Fellow Employee

SECTION II, Paragraph B.5 does not apply.

Form No: SCA 23 500 D (10-2011)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 24; Page: 1 of 5

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 6079989133

Policy Effective Date: 01/31/2020

Policy Page: 77 of 173



ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

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

SCHEDULE

Name of Additional Insured Person Or Organization

PNC

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

All other terms and conditions of the policy remain unchanged

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

Form No: CNA71527XX (10-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 17; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 6079989133

Policy Effective Date: 01/31/2020

Policy Page: 68 of 173



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

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

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement No: 5; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: WC 6 79989116

Policy Effective Date: 01/31/2020

Policy Page: 60 of 100



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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.

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

- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B. additional insured coverage with "arising out of" language; or
- C. additional insured coverage to the greatest extent permissible by law;

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

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

- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.

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

- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
- B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

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

CNA75079XX (10-16)

Page 1 of 2

VALLEY FORGE INSURANCE COMPANY

Insured Name: QUIGG ENGINEERING, INC.

Policy No: 6079989097

Endorsement No: 7

Effective Date: 01/31/2020



**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement****Primary and Noncontributory Insurance**

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

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

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

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

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

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

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

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

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

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

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

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

All other terms and conditions of the Policy remain unchanged.

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

CNA75079XX (10-16)

Page 2 of 2

VALLEY FORGE INSURANCE COMPANY

Insured Name: QUIGG ENGINEERING, INC.

Policy No: 6079989097

Endorsement No: 7

Effective Date: 01/31/2020

Contract Information Sheet

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

Consultant Name: Quigg Engineering Inc.

Contract Number: I-17-4299

Proposal Date: 7/20/2020

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-17-4299

Consultant: Quigg Engineering Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												Grand Total Exhibit A Hours	TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Project Management							40	40	40	40	40	40	40	40	240
Coordination							40	40	40	40	40	40	40	35	235
Meetings							9	10	10	10	10	10	8		57
Signing & Pvt Mkg							44	42	38	40	40	40	40		244
TOTALS							133	132	128	130	130	123	123		776

Contract No.: I-17-4299 Consultant: Quigg Engineering Inc.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

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

- C. OVERTIME PREMIUM**

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

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized) **\$ 62.08**

ALLOWABLE DIRECT COSTS

09.12.2018

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

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

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

NOTES:

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

Contract No.: I-17-4299

Consultant: Quigg Engineering Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: Michael C. Vail

Project Engineer: Francis B. Nelson III

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: David R. Booher

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Exhibit F
Contract No.: I-17-4299
Quigg Engineering Inc. (QEI)

Supplemental Scope of Services

Items of work involving Quigg Engineering, to be included in Contract I-17-4299 Supplement

The supplemental scope of services will cover all required work through the end of calendar year 2020, including all 95% Design Milestone Submittals. This additional work is primarily attributable to the new environmental soil sampling protocols, the removal of the asphalt overlay from the mainline pavement, structural design revisions (moment slab, NAW design changes), and the extension of the production schedules for the various contract packages that the 4299 team is involved in. The information that follows summarizes the work for the items that require additional details.

1. Project Management
 - a. Continued Preparation of Weekly Project Status Reports
 - b. Continued Preparation of Monthly Status Reports
 - c. Invoicing, progress reports, team management
2. Coordination
 - a. Coordination with adjacent contracts.
 - b. Additional Design Deviation and Corridor Design Exception Coordination (signing deviations, shoulder slope deviations, bridge mounted sign CDE)
 - c. Environmental coordination related to the additional environmental sampling and reporting/documentation requirements. Create Soil Management Plan sheets.
 - d. Internal/Team Coordination
 - e. Discipline Specific Coordination
 - f. Coordination with DCM
 - g. Utility Coordination (Weekly DUR updates)
3. Meetings
 - a. DCM Milestone Submittal Review Meetings
 - b. Monthly CTS DCM/DSE Coordination Meetings
 - c. Monthly Book Meetings
 - d. Design Team Meetings
4. Signing and Pavement Marking
 - a. Update signs/sign details based on updated guidance
 - b. Update OH sign truss detail sheets
 - c. Update pavement marking plans to update legend
 - d. Remove raised reflective pavement markers
 - e. Update pavement marking typical section based on updated standards/typical sections.

EXHIBIT G

Contract No. I-17-4299

Quigg Engineering Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
I-294 RR-14-4221	Mile Long Bridge Reconstruction	\$5,164,155.00	\$500,000.00	12/31/2020
I-294 I-17-4299	Tri-State Tollway, Roadway Reconstruction, East West Connector to Roosevelt Road	\$1,060,222.00	\$2,000.00	11/1/2022
MO-17-1238	Materials In-House	\$1,135,000.00	\$280,000.00	12/31/2020
EOWA I-17-4678	Construction Management Services	\$253,260.00	\$200,000.00	12/31/2020
Windsor Dr. I-18-4352	Windsor Drive Bridge Replacement	\$436,732.00	\$255,000.00	12/31/2020
I-294 I-19-4463	Construction Management Upon Request	\$450,000.00	\$425,000.00	8/31/2021

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	<u>d'Escoto, Inc.</u>		
	Direct Labor	\$ 26,964.11	
	Direct Costs	\$ -	
	Services by Others	\$ -	
	Additional Services **		
	Total this Subconsultant (ULC)	\$ 26,964.11	

7			
	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)	\$ -	

8			
	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)	\$ -	

9			
	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)	\$ -	

10			
	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)	\$ -	

11			
	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)		\$ -

12

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: \$ 26,964.11

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 26,964.11

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 13.48%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 13.48%

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)

<p>1 <u>Michael Baker International</u></p> <p>Direct Labor \$ 30,590.00</p> <p>Direct Costs \$ 210.00</p> <p>Services by Others \$ -</p> <p>Additional Services **</p> <p>Total this Subconsultant (ULC) \$ 30,800.00</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>Civiltech Engineering, Inc.</u></p> <p>Direct Labor \$ 20,191.92</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services **</p> <p>Total this Subconsultant (ULC) \$ 20,191.92</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 <u>A. Epstein & Sons International, Inc.</u></p> <p>Direct Labor \$ 13,753.60</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services **</p> <p>Total this Subconsultant (ULC) \$ 13,753.60</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 <u>Collins Engineers, Inc.</u></p> <p>Direct Labor \$ 17,492.16</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services **</p> <p>Total this Subconsultant (ULC) \$ 17,492.16</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: \$ 82,237.68

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

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 82,237.68

Contract Information Sheet

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

Consultant Name: Michael Baker International

Contract Number: I-17-4299

Proposal Date: 7/20/2020

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-17-4299

Consultant: Michael Baker International

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Primary Const. Pkg.							40	20	20	60	20	6	230
Coord & Meetings							4	4	4	4	4	4	166
QC/QA							4	4	4	4	4	4	24
Project Management							4	4	4	4	4	4	16
													24
TOTALS							52	32	28	72	32	14	230

Contract No.: I-17-4299 Consultant: Michael Baker International

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) \$ 210.00

ALLOWABLE DIRECT COSTS

09.12.2018

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

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

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

NOTES:

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

Contract No.: I-17-4299

Consultant: Michael Baker International

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: Jennifer Chan

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

I-294 Central Tri-State Tollway (I-17-4299)

EW Connector (MP 29.1) to Roosevelt Rd (MP 30.5)

EXHIBIT F
SCOPE OF SERVICES

Michael Baker International (MBI), as a subconsultant to Quigg Engineering, Inc. (QEI) will provide engineering services consisting of the Pre-Final (95%) preparation of roadway plans, specifications and estimates (PS&E) for the rehabilitation of I-294 Central Tri-State Tollway from EW Connector (MP 29.1) to Roosevelt Rd (MP 30.5), Contracts 4299-1A, 1B, and 4299-1C. All PS&Es shall meet requirements in the Illinois Tollway DSE Manual.

ITEMS OF WORK TO BE INCLUDED IN CONTRACT I-17-4299 Supplement

A. Primary Contract Package (95% Deliverables)

1. Contract 4299-1A
 - a. Updates to plans per the latest 5/2020 Tollway base sheets and pay item list.
 - b. Removal of SMA overlay from design per DCM direction
 - c. Updates to cross-sections and grading sheets per revised Ramp N ditch
 - d. Revisions to barrier transitions per removal of overhead sign structures
 - e. Design Deviation for interim should slopes due to overlay removal

B. Coordination & Meetings– from 7/2020 to 12/2020

1. 3 DCM/Tollway review meetings
2. DSE coordination meetings
3. Coordination with adjacent contracts

C. Quality Control / Quality Assurance (QC/QA)

1. 1 QC/QA review each of 95% submittal for Contracts 4299-1A and 1C

D. Project Administration / Management – from 7/2020 to 12/2020

1. Invoicing, progress reports, and team management
2. Weekly accruals reporting
3. Monthly accruals reporting

EXHIBIT G

Contract No. I-17-4299

Michael Baker International

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
ISTHA	I-17-4302	\$3,495,996.92	\$53,831.20	12/30/2020
ISTHA	I-18-4356	\$5,000.00	\$1,574.43	12/30/2020

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

<p>1</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>7</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>
<p>2</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>8</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>
<p>3</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>9</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>
<p>4</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>10</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>
<p>5</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>11</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>
<p>6</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>12</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>

** Additional services funds require prior authorization before use

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

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

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

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

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

Contract Information Sheet

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

Consultant Name: Civiltech Engineering, Inc.

Contract Number: I-17-4299

Proposal Date: 7/20/2020

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-17-4299

Consultant: Civiltech Engineering, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		Grand Total Exhibit A Hours
Coord & Meetings							6	6	7	7	6	6	6	38
MOT							16	16	16	16	16	16	16	96
Project Management							6	6	6	6	6	6	6	36
TOTALS							28	28	29	29	28	28	28	170

Contract No.: I-17-4299 **Consultant:** Civiltech Engineering, Inc.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

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

- C. OVERTIME PREMIUM**

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

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized) **\$** -

ALLOWABLE DIRECT COSTS

09.12.2018

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

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

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

NOTES:

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

Contract No.: I-17-4299

Consultant: Civiltech Engineering, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

EXHIBIT F

Contract No. I-17-4299

Civiltech Engineering, Inc.

SCOPE OF SERVICES

Civiltech's scope for items through the end of 2020 include the following::

Preparing weekly Project Status Reports

Coordinate, Preparation and participate in DCM Review Meetings including responds to comments.

Monthly Status Reports/Accruals

Project Administration/Project Management

Additional MOT on Cemak Road to accommodate implementation of the bridge aesthetics at the Cermak Road Bridge.

Coordination with adjacent contracts.

EXHIBIT G
Contract No. I-17-4299
Civiltech Engineering, Inc.
CURRENT OBLIGATIONS FOR PROJECT

Route & Job. No.	Work Scope & Description of Project	Fee (Including all Supplements and Extra Work Orders)	Fee Remaining To BE Earned	Estimated Date of Completion
I-16-4274C	I-88/IL 47 Intecharge - Phase III support	\$65,257	\$10,000	Substantially Complete
PTB Item 162-10	US 6 over Marley Creek	\$780,000	\$15,000	Substantially Complete
PTB Item 169-04	US 6 (159th Street) Will-Cook to US 45	\$3,774,000	\$1,000	Substantially Complete
PTB Item 183-04	US 20 at IL 59	\$1,100	\$90,000	Substantially Complete
PTB Item 190-20	FAP 330 (US 12/20/45 – LaGrange Rd) over Santa Fe Drive	\$574,830	\$310,000	December, 2020
PTB 194-05	Wolf Road, IL 21 to N. of Hintz Road	\$1,301,369	\$1,100,000	October, 2022

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

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

12

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

Contract Information Sheet

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

Consultant Name: Collins Engineers, Inc.

Contract Number: I-17-4299

Proposal Date: 7/20/2020

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-17-4299

Consultant: Collins Engineers, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Structural Design							60	24	6	6	6	4	4	106
QAQC								8						8
Phase III														
TOTALS							60	32	6	6	6	4	4	114
Grand Total Exhibit A Hours												114		

ALLOWABLE DIRECT COSTS

09.12.2018

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

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

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

NOTES:

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

Contract No.: I-17-4299

Consultant: Collins Engineers, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: Amber Seiber

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-17-4299

Collins Engineers, Inc.

SCOPE OF SERVICES

Collins Engineers, Inc. will be providing structural support for the design of a structure mounted noisewall and moment slab, a ground mounted noisewall, and sign structure foundations. No field activities are anticipated for these scope of work items.

EXHIBIT G

Contract No. I-17-4299

Collins 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
PSB 15-2	Amec Foster - Elgin O'Hare Western	\$120,000.00	\$120,000.00	
PSB 16-3	AECOM - Tri-State Tollway, Design Corridor Manager	\$780,000.00	\$100,000.00	Fall 2020
PSB 17-4	HNTB - PMO Contract	\$3,800,000.00	\$2,696,000.00	8/31/2027
PSB 17-4	Omega - Construction Corridor Manager and Owner's (Tollway) Representative Services (CCM/OR)	\$1,117,500.00	\$1,450,000.00	8/31/2027
---	CDOT -	\$8,000,000.00		
PTB 182/04	IDOT Various Design	\$1,000,000.00	\$80,000.00	12/31/2020
PTB 190/19	IL 83 at Cal Sag Channel	\$725,000.00	\$725,000.00	12/31/2021

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

<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)	\$ -

2

<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	\$ -
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)	\$ -

9

<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)	\$ -

10

<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)	\$ -

11

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: d'Escoto, Inc.

Contract Number: I-17-4299

Proposal Date: 7/20/2020

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-17-4299

Consultant: d'Escoto, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Design							40	40	40	40	40	40	40	11	211
TOTALS							40	40	40	40	40	40	40	11	211

Contract No.: I-17-4299

Consultant: d'Escoto, Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>211.00</u> (Total Work Hours from Exhibit A)	<u>\$ 45.64</u> (Average Hourly Rate)	TOTAL DIRECT SALARY \$ <u>9,630.04</u>
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Multiplier to be used on this project: Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)	<u>2.80</u>
--	-------------

DIRECT REGULAR SALARY TIMES MULTIPLIER	\$ <u>26,964.11</u>
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B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS	\$ <u>-</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>
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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)

\$ 26,964.11

Contract No.: I-17-4299 Consultant: d'Escoto, Inc.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

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

- C. **OVERTIME PREMIUM**

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

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized) **\$** -

ALLOWABLE DIRECT COSTS

09.12.2018

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

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

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

NOTES:

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

Contract No.: I-17-4299

Consultant: d'Escoto, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

EXHIBIT F

Contract No. I-17-4299

d'Escoto, Inc.

SCOPE OF SERVICES

d'Escoto, Inc. scope of services consists of preparing the plans, specifications, and estimates for the drainage work under contract I-17-4299.

EXHIBIT G

Contract No. I-17-4299

d'Escoto, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
I-15-4656	EOWA, I-294 to I-90 Tri-State and	\$586,138.00	\$194,335.00	5/31/2020
I-17-4093	Tollway PMO (HNTB)	\$7,608,000.00	\$6,319,303.00	12/31/2027
I-17-4299	Roadway Reconstruction, EW Connector (Quigg)	\$174,781.00	\$13,486.00	10/31/2022
I-17-4301	St Charles Road to North Avenue / Lake Street (BeneschJV)	\$279,746.00	\$90,157.00	3/31/2021
I-17-4304	Tri-State Tollway, Design Upon Request (Epstein)	\$208,870.00	\$21,747.00	12/31/2020
I-19-4710	EOWA I-294 to I-90 North to Grand	\$2,999,230.00	\$2,999,230.00	6/30/2024
RR-14-4200	Tollway Maintenance Facilities	\$600,000.00	\$205,557.00	12/31/2021
RR-16-4253	I-88 Phase II Engineering (Lochmueller)	\$382,331.00	\$5,882.00	12/31/2020
RR-16-4256	I-355 Phase II Engineering (Patrick)	\$358,503.00	\$165,139.00	12/31/2020
RR-16-4275	I-94 Roadway and Bridge Reconstruction (Ciorba)	\$848,062.00	\$240,793.00	12/31/2020
PTB 176-004	IDOT D1 Various Phase I Projects (Benesch)	\$263,201.00	\$104,022.00	12/31/2020
PTB182-008	IDOT D2 Phase III Various Various	\$499,278.00	\$429,710.00	10/31/2020
PTB188-003	IL-47 & Main Elburn Reconstruction	\$1,672,569.00	\$1,564,385.00	8/1/2021
PTB189-006	IDOT Various QA & Materials Inspection (CTL)	\$200,000.00	\$200,000.00	12/31/2022

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	_____	
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)		\$ -

2

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)		\$ -

3

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)		\$ -

4

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)		\$ -

5

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

11

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

6

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

12

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

Contract Information Sheet

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

Consultant Name: A. Epstein and Sons International, Inc.

Contract Number: I-17-4299

Proposal Date: 7/20/2020

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-17-4299

Consultant: A. Epstein and Sons International, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

												Grand Total Exhibit A Hours			TOTAL HOURS
															100
MONTHS of YEAR 2020															
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Supplement							15	15	30	20	10	10		100	
TOTALS							15	15	30	20	10	10		100	

Contract No.: I-17-4299 **Consultant:** A. Epstein and Sons International, Inc.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

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

- C. **OVERTIME PREMIUM**

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

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized) \$ **-**

ALLOWABLE DIRECT COSTS

09.12.2018

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

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

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

NOTES:

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

Contract No.: I-17-4299

Consultant: A. Epstein and Sons International, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: John Karlovitz

Classification: QA/QC Roadway

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Exhibit F

I-17-4299

A. Epstein and Sons International, Inc.

Supplemental Scope of Services

The supplemental Scope of Services for A. Epstein and Sons International, Inc. consists of QA/QC and assisting with plan preparation, specifications and cost estimate for the proposed improvements including, but not limited to, improvement of the Tri-State Tollway (I-294) between East West Connector (M.P. 29.1) and Roosevelt Road (M.P. 30.5), STA 1539+00 to STA 1613+00.

Items of work to be included in Epstein's supplemental scope of services include:

1. QA/QC - Roadway
2. Roadway Design – Removal Plans Mainline
3. Erosion and Sediment Control & Landscaping – Mainline and Ramps

QA/QC Review

At each milestone submittal, a review of technical content will be performed for contract documents including but not limited to the following documents:

- Index of Drawings and List of Standards
- General Notes
- Summary of Quantities
- Earthwork Summary Table
- Schedule of Quantities
- Alignment & Ties
- Typical Sections
- Maintenance of Traffic
- Existing Roadway & Removal Plans
- Proposed Roadway Plans
- Roadway Details
- Existing Drainage & Removals
- Drainage Plans and Profiles
- Drainage Details
- Pavement Jointing and Elevation Plans
- Grading Plans
- Landscaping and Fencing Plans
- Signing and Striping Plans
- Cross Sections
- Quantities
- Specifications
- Cost Estimate
- Design Calculations
- Stormwater Management Report

The QA/QC review is separate from the detailed checking process which should be performed by each lead technical professional of each discipline. The QA/QC will consist of reviewing 2-D, PDF documents for coordination among disciplines, neatness, accuracy, completeness, Tollway standards are met, the intent of the DSE Manual is met, Tollway policies and procedures are being followed.

Design calculation reviews will include spot checking equations, methodology, accuracy, completeness, compliance with local regulations and coordination among disciplines.

Comments will be provided electronically through Bluebeam to the prime consultant. A Disposition of Comments will be provided for each submittal.

Roadway Design – Removal Plans Mainline

Provide design for the demolition drawings, associated with the roadway proposed improvements. Include and identify roadway removal items within the project limits that will include removal of: pavements, shoulders, curbs, guard rails, utilities, fences, trees and landscape features. Highway lighting, and overhead sign structure/signage demolition elements will be coordinated with those disciplines but not included in the roadway demolition plans.

Erosion and Sediment Control & Landscaping – Mainline and Ramps

Provide design of appropriate landscape and soil erosion and sedimentation control measures as required in accordance Tollway Erosion and Sediment Control Landscape Design Criteria Manual, including the ESC/Landscaping Special Provisions required.

EXHIBIT G

Contract No. I-17-4299

A. Epstein and Sons International, 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
12-4079D	Maintenance Facilities, Systemwide	\$7,288,013.00	\$589,582.52	3/1/2019
14-4202CM	Ardmore - M-7 CA	\$299,960.48	\$152,158.30	12/31/2018
16-4252CM	ESI - M-6 CA	\$299,994.85	\$297,827.04	12/31/2018
16-4267D	EDI - Maintenance Facilities, Site Design	\$1,579,917.00	\$1,579,917.00	7/1/2020
17-9202CM	ESG - JOC Program Management Support	\$80,000.00	\$80,000.00	7/1/2022
17-4304D	Design Upon Request	\$5,000,000.00	\$5,000,000.00	10/1/2022
17-4299D	Quigg Engineering - Tri-State EW Connector to Roosevelt Road	\$181,218.64	\$181,218.64	11/1/2022

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

<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/> -

2

<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/> -

3

<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/> -

4

<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/> -

5

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

11

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

6

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

12

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-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: \$ -