

RESOLUTION NO. 21943

Background

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 21400 approved October 26, 2017, entered into an Agreement with Terra Engineering, Ltd. on Contract I-17-4309 for Design Services on the Tri-State Tollway (I-294) from Mile Post 17.8 (95th Street) to Mile Post 29.1 (East West Connector).

Per Tollway request, Terra Engineering, Ltd. submitted a proposal to provide Supplemental Design Services for Contract I-17-4309, increasing the contract upper limit by \$223,720.00, from \$580,000.00 to \$803,720.00. It is necessary and in the best interest of the Tollway to accept the proposal from Terra Engineering, Ltd.

Resolution

The Chief Engineering Officer is authorized to negotiate an Amended Agreement with Terra Engineering Ltd., consistent with the aforementioned proposal, to increase the contract upper limit by \$223,720.00, subject to review and approval of the General Counsel. The Chairman/Chief Executive Officer of the Tollway is authorized to execute the Agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

The Illinois State Toll Highway Authority

TO: José Alvarez
Executive Director

DATE: May 6, 2020

FROM: Eric Ocomy EO
Chief of Contract
Services

SUBJECT: **Request for Contract Execution
Terra Engineering, Ltd.
Contract #I-17-4309**

Transmitted herewith for your review and signature are two (2) duplicate copies of the **Terra Engineering, Ltd.**, professional services agreement. The agreement signature pages, requiring your signature, have been marked with plastic tabs. **Authorization of this contract is requested by May 8, 2020, so that the Notice to Proceed may be issued.**

Following is a summary of this contract:

Contract Number:

Phase: Design Section Engineer

Consultant: Terra Engineering, Ltd.

Contract Description: Tri-State Tollway, Advanced MOT Rehabilitation, 95th Street (Mile Post 17.8) to East West Connector (Mile Post 29.1)

Board Approval: January 16, 2020

Resolution Number: 21943

Anticipated Start Date: January 17, 2020

The executed agreements are to be returned to Grace Gomez once complete. If you have any questions regarding this transmittal or require additional information please contact Laura Durkin, extension 3802.

EO:lrd
/Attachments



Open Market Bid 20-557THA-ENGCO-B-12642

Status: 2BA - Approved

General Items Address Accounting Routing Attachments(3) Notes Bidders Questions Amendments Q & A Reminders(1) **Summary**

Bidder Information

Bid Number: 20-557THA-ENGCO-B-12642 **Description:** I-17-4309 Tri-State Tollway, Advanced MOT Rehabilitation, 95th St to East West Connector **Status:** 2BA - Approved

Purchaser: Graciela Gomez **Minor Status:** **How Solicited:** Email

Organization: THA - Toll Highway Authority **Department:** ENGCONSTRUCT557 - Engineering - Construction **Location:** AF001 - Engineering - Construction

Fiscal Year: 20 **Allow Electronic Quote:** No **Required Date:**

Show On Web: Yes **Available Date:** 02/27/2020 02:28:00 PM

Bid Opening Date: 03/18/2020 02:26:00 PM **Purge Date:**

Bid Type: Open Bid **Informal Bid:** Yes

Control Code: **Estimated Cost:** \$223,720.00 **Print Dest Detail:**

Alternate ID: **Purchase Method:** Open Market **Catalog Id (for contract):**

Blanket/Contract Begin Date: **Blanket/Contract End Date:** **Type Code:** 60 - General Notice

Info Contact: Greg Stukel, 2700 Ogden Ave., Downers Grove, IL 60515 **Bulletin Desc:** **Pre-Bid Conference:**

NIGP Code Certified Required: No **Acknowledge inclusion required:** No **Hour of Acknowledge inclusion:** 0.0

Subcontractor Info: **Quote Notification:** No

Date Last Updated: 03/02/2020 01:48:35 PM **User Last Updated:** Eleanor Curcuro **Item Single Award Only:** No

Ship-to Address: Ship To - CA
2700 Ogden Avenue
Central Administration
Downers Grove, IL 60515
US
Phone: (630)241-6800 **Bill-to Address:** Contract Administrator
PO Box 3094
Lisle, IL 60532-8094
US
Email: ProInvoices@getipass.com
Phone: (630)241-6800 **Print Format:**

Solicitation Enabled: No **Rolling Enrollment Enabled:**

Invoice Method: Three Way Match **Open Enrollment Enabled:**

Bidders:

Vendor Id	Vendor Name	Preferred Delivery Method	Notifications	Responded
V00003003	Terra Engineering, Ltd.	Email	Bid Available: Emailed to KSTEINGRABER@TERRAENGINEERING.COM at 03/02/2020 01:48:43 PM	Yes

SPO Name: Eleanor Curcuro

Agency Reference Number: I-17-4309

Special Procurement Rationale:

Brand Name: No

Is this a Small Business Set Aside Procurement?: No

Are you utilizing an active, registered Small Business Set-Aside Vendor?:

Is there a BEP/VBP Participation Goal?: Yes

If yes, BEP Goal Percentage: 0.24000

If yes, VBP Goal Percentage: 0.03000

Link to Original Contract : [Purchase Order : 20-557THA-ENGCO-P-15230-0](#)

Original Bid Number :

Original Reference Bid Post Date :

Award Amount (including initial term plus Renewals):

Comments List

Due Date	Comment	Remind Whom	Days Prior to Remind	Date Completed	Date Entered	Entered By
03/18/2020	Waiver request	Waiver/Other PPB	13	03/03/2020 08:06:00 AM		Graciela Gomez

Attachments:

Files: [I-17-4309 GS for PRIME and Dd for Subs.pdf](#)
[I-17-4309 Terra Eng Supplement Notice of Award Form.pdf](#)
[SS DC 4309-Terra-StaffSummarySheet-DSESupplement_12062019.pdf](#)

Forms:

Item Information

Item # 1: The Illinois Tollway (THA) is giving notice to amend contract no. I-17-4309 with Terra Engineering, Ltd. This professional services contract is for advanced maintenance of traffic on the Tri-State Tollway (I-294) from MP 17.6 (96th Street) to MP 29.1 (East West Connector). This supplement provides for additional design services which include adjusting designs for improved construction staging and associated revisions to maintenance of traffic, lighting and other impacted stage construction plans and quantities, and modifying the construction packaging from one to five to accommodate the current anticipated traffic crossover locations. The original contract was solicited on PSB 17-3 on 3/28/2017 IPB# 22040511 and approved by the Tollway Board on 10/26/2017 via Board Resolution #21400 for \$580,000.00. This 1st supplement will increase the upper limit by \$223,720.00 to \$803,720.00. 2BA - Approved

NIGP Code: 925-17
Civil Engineering

Qty	Unit Cost	UOM	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
1.0	\$223,720.00	EA - Each	\$0.00		\$0.00	\$223,720.00

Manufacturer: Brand: Model:
 Make: Packaging:
 Additional NIGP Code:

Account Code	Amount
NOT APPLICABLE-----	\$223,720.00

WHI Federal Funds be used? If yes, please provide the CFDA # :
 WHI a Grant Funding Source be used? No

Pre-Bid Approval Path:

Approval Path - 557APO001 - (APO/Sourcing)

Delete	Order Sequence	Approver	Alternate Approver	Level	Date Requested	Date	Action	Comments
	1	John Donato		1	02/27/2020 02:39 PM	03/02/2020 11:30 AM	Approved (John Donato)	

Approval Path - SPOBID010 - (SPO Bid & Bid Tab Approval)

Delete	Order Sequence	Approver	Alternate Approver	Level	Date Requested	Date	Action	Comments
	2	Eleanor Curcuro	David Papp	1	03/02/2020 11:30 AM	03/02/2020 01:47 PM	Approved (Eleanor Curcuro)	Change order where circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed. Change is germane to original contract as signed.

Bid Award Approval Path:

Approval Path - 557APO001 - (APO/Sourcing)

Delete	Order Sequence	Approver	Alternate Approver	Level	Date Requested	Date	Action	Comments
	1	John Donato		1	03/03/2020 08:04 AM	03/03/2020 08:40 AM	Approved (John Donato)	

Approval Path - SPOBID010 - (SPO Bid & Bid Tab Approval)

Delete	Order Sequence	Approver	Alternate Approver	Level	Date Requested	Date	Action	Comments
	2	Eleanor Curcuro	David Papp	1	03/03/2020 08:40 AM	03/03/2020 11:01 AM	Approved (Eleanor Curcuro)	Change order where circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed. Change is germane to original contract as signed.

Bid Tab Cancel Bid Clone Bid View Quote History Print



Department Access

Home | My Profile | My Account | My Bids | My Alerts | My Documents | My Reminders | My Questions | My Attachments | My Notes | My Bidders | My Questions | My Amendments | My Q & A | My Reminders (1) | Summary

Open Market Bid 20-557THA-ENGCO-B-12642

Status: 2BA - Approved

General | Items | Address | Accounting | Routing | Attachments(3) | Notes | Bidders | Questions | Amendments | Q & A | **Reminders(1)** | Summary

Due Date* (MM/DD/YYYY)	Comment* (max 250 characters)	Remind Whom*	Days Prior to Remind*	Date Completed (MM/DD/YYYY)	Send Email	Date Entered	Entered By	Delete All
			0					
03/16/2020	Waiver request	PPB, Waiver/Other	13			03/03/2020 08:06:00 AM	Graciela Gomez	

i Please save your changes before sorting table. Otherwise, your changes will be lost.

Save & Continue

Reset

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Gomez, Graciela

From: Perez, Graciela
Sent: Monday, December 30, 2019 11:36 AM
To: Gomez, Graciela; e-compliance
Cc: Durkin, Laura; Chagoya, Brenda; Occomy, Eric; Degonia, Audra; Benson, Janet; Cedeno, David
Subject: RE: I-17-4309 Terra Engineering, Ltd. _1st Supplement Professional Tracking Sheet - January 2020 Board

Good Morning Grace,

Compliance has reviewed the Professional Services Tracking Sheet for I-17-4309 Terra Engineering and vendor is meeting compliance.

Thank you,
Grace Perez

From: Gomez, Graciela
Sent: Friday, December 27, 2019 3:06 PM
To: e-compliance <e-compliance@getipass.com>
Cc: Durkin, Laura <LDurkin@getipass.com>; Chagoya, Brenda <BChagoya@getipass.com>; Occomy, Eric <EOccomy@getipass.com>; Degonia, Audra <adegonia@getipass.com>; Benson, Janet <jbenson@getipass.com>; Cedeno, David <DCedeno@getipass.com>
Subject: I-17-4309 Terra Engineering, Ltd. _1st Supplement Professional Tracking Sheet - January 2020 Board

Attached is the, Professional Services Contract Tracking Sheet for contract no I-17-4309 Terra Engineering, Ltd., 1st Supplement for review/approval.

Please advise.

Thank you,
Grace
ext. 4836

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Gomez, Graciela

From: Cedeno, David
Sent: Friday, December 27, 2019 11:00 AM
To: Gomez, Graciela
Subject: RE: I-17-4309 Terra Engineering, Ltd. - confirmation

Good Morning Grace,

Yes, the amount below is confirmed.

Best regards,

David Cedeno

ISTHA APM | 📞 (630)241-6800, Ext. 4943 |
📠 (331)998-8492 | ✉️ DCedeno@getipass.com |
🌐 www.illinoistollway.com |

Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515



From: Gomez, Graciela
Sent: Friday, December 27, 2019 10:25 AM
To: Cedeno, David <DCedeno@getipass.com>
Subject: I-17-4309 Terra Engineering, Ltd. - confirmation

David,

Please confirm the 1st Supplement for this contract is **\$223,720.00**.

The 1st supplement **will not change** the contract expiration date of 12/31/2026.

Thank you,
Grace Gomez
Contract Analyst
X 4836

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CLOSE WINDOW [Print](#)**Business & Contact Information**

BUSINESS NAME	Terra Engineering, Ltd.	
OWNER	Karen Steingraber	
ADDRESS	225 W. Ohio St., 4th Floor Chicago, IL 60654	Map This Address
PHONE	312-467-0123	
EMAIL	ksteingraber@terraengineering.com	
WEBSITE	http://www.terraengineering.com	

Certification Information

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	WBE - Women Business Enterprise
CERTIFICATION DATE	2/28/2019
RENEWAL DATE	4/1/2020
CERTIFIED BUSINESS DESCRIPTION	NAICS 541320 Landscape architectural services NAICS 541330 Engineering services NAICS 541370 Surveying and mapping services (except geophysical)

Commodity Codes

Code	Description
NAICS 541320	Landscape architectural services
NAICS 541330	Engineering services
NAICS 541370	Surveying and mapping services (except geophysical)

Additional Information

SERVICE-DISABLED VETERAN BUSINESS	No
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Contract No I-17-4309

Unified Certification Program - Search

Contractor Details[Browse F.A.Q. Sheet \(/UCP/Search/Help\)](#)[Print](#)**Cheri K. Lewis** **Email:** mwhiteside@ckleng.com**Engineers, LLC dba** **Phone:** (312) 763-2989**CKL Engineers, LLC** **Fax:** (312) 277-3867

Mae C. Whiteside

700 N. Green St., Ste.

204

Chicago, IL 60642

County: Cook**Categories:** Architecture\Engineering, Professional**NAICS**541330-Engineering
Services541715-Research and
Development in the Physical,
Engineering, and Life
Sciences (except
Nanotechnology and
Biotechnology)**Speciality**541330- ENGINEERING
SERVICES

541715- RESEARCH

Business & Contact Information

BUSINESS NAME	Juneau Associates, Inc., P.C.	
OWNER	Mr. CHARLES JUNEAU	
ADDRESS	2100 State Street P.O. Box 1325 Granite City, IL 62040	Map This Address
PHONE	618-877-1400	
FAX	618-452-5541	
EMAIL	pbridges@jaipc.com	
WEBSITE	http://www.jaipc.com	
ETHNICITY	Caucasian	
GENDER	Male	
COUNTY	Madison (IL)	

Certification Information

CERTIFYING AGENCY	State of Illinois Central Management Services
CERTIFICATION TYPE	VOSB - Veteran Owned Small Business
RENEWAL DATE	3/5/2020
EXPIRATION DATE	3/5/2020
CERTIFIED BUSINESS DESCRIPTION	Engineering Services, Professional, Land Surveying

Commodity Codes

Code	Description
NIGP 92500	ENGINEERING SERVICES, PROFESSIONAL
NIGP 96460	Land Surveying

Additional Information

REGION	Southern Illinois
RECIPROCAL CERTIFICATION AGENCY	CVE

Contract No I-17-4309

Unified Certification Program - Search

Contractor Details

Browse F.A.Q. Sheet (/UCP/Search/Help)

[Print](#)

Singh & Associates, Inc. Email: hkaur@singhinc.com

Phone: (312)-629-0240

Harvind K. Singh

Fax: (312)-629-8449

230 W. Monroe St., Ste.

1400

Chicago, IL 60606-4802

County: Cook

Categories: Architecture\Engineering

NAICS

541330-Engineering
Services

Speciality

541330- LOCATION
DRAINAGE
SPEC. SERVS.:
CONSTRUCTION
INSPECTION
FREEWAYS
ROADS AND STREETS
REHABILITATION
STUDIES: FEASIBILITY
STUDIES: SAFETY
STUDIES: TRAFFIC
WATERWAYS: TYPICAL
WATERWAYS: COMPLEX
LIGHTING: TYPICAL
LIGHTING: COMPLEX
ELECTRICAL ENGINEERING
MECHANICAL ENGINEERING
TRAFFIC SIGNALS

Contract No I-17-4309

Services Publications/Forms Departments News Contact



Office of the Secretary of State Jesse White

OVERDRIVEILLINOIS.COM

Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number 57025611
Entity Name TERRA ENGINEERING, LTD.
Status ACTIVE

Entity Information

Entity Type CORPORATION
Type of Corp DOMESTIC BCA
Incorporation Date Wednesday, 14 October 1992
(Domestic)
State ILLINOIS
Duration Date PERPETUAL

Agent Information

Name KAREN SUE STEINGRABER
Address 225 W OHIO ST 4TH FLR
CHICAGO , IL 60610

Change Date Thursday, 9 August 2007

Contract No I-17-4309

Annual Report

Filing Date Wednesday, 4 September 2019

For Year 2019

Officers

President KAREN STEINGRABER 9601 LAKESHORE DRIVE NEWTON WI 53063
Name & Address

Secretary JAMIL F BOU-SAAB 1023 HOME AVE OAK PARK IL 60302
Name & Address

[Return to Search](#)

(One Certificate per Transaction)

[File Annual Report](#)

[Adopting Assumed Name](#)

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

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

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Mon Jan 06 2020

Gomez, Graciela

From: Gomez, Graciela
Sent: Monday, January 06, 2020 1:59 PM
To: Gomez, Graciela
Subject: Contract No I-17-4309 Terra Engineering, Ltd. - FEIN [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 13:57 01/06/20

ACTION: S

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

DISCLAIMER:
AS OF 01/06/20 AT 13:57 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.

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Gomez, Graciela

From: Gomez, Graciela
Sent: Monday, January 06, 2020 2:00 PM
To: Gomez, Graciela
Subject: Contract No I-17-4309 - CKL Engineers, LLC - FEIN [REDACTED]

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

13:59 01/06/20

ACTION: S

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

DISCLAIMER:

AS OF 01/06/20 AT 13:59 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.

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Gomez, Graciela

From: Gomez, Graciela
Sent: Monday, January 06, 2020 2:01 PM
To: Gomez, Graciela
Subject: Contract No I-17-4309 - Farnsworth Group, Inc. FEIN [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 14:00 01/06/20

ACTION: S

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

DISCLAIMER:

AS OF 01/06/20 AT 14:00 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.

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Gomez, Graciela

From: Gomez, Graciela
Sent: Monday, January 06, 2020 2:03 PM
To: Gomez, Graciela
Subject: Contract No I-17-4309 - Juneau Associates, Inc., P.C. - FEIN [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 14:01 01/06/20

ACTION: S

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

DISCLAIMER:

AS OF 01/06/20 AT 14:01 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.

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Gomez, Graciela

From: Gomez, Graciela
Sent: Monday, January 06, 2020 2:04 PM
To: Gomez, Graciela
Subject: Contract No I-17-4309 - Singh & Associates, Inc. FEIN [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 14:02 01/06/20

ACTION: S

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

DISCLAIMER:

AS OF 01/06/20 AT 14:02 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.

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DESIGN SECTION ENGINEER
FIRST SUPPLEMENTAL AGREEMENT

The Board of Directors, on the 16th day of January, 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 **TERRA ENGINEERING, LTD.**, 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 14**, and DESIGN SECTION ENGINEER entered into an agreement on **October 26, 2017**, to provide design section engineering services (hereinafter "Services") for Contract No. **I-17-4309** for **Tri-State Tollway, Advanced MOT Rehabilitation, 95th Street (Mile Post 17.8) to East West Connector (Mile Post 29.1)**; 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 **December 2, 2019**, a copy of which is attached hereto as Exhibit "1", to provide said additional Services, and it is in the best interest of the TOLLWAY to accept said proposal.

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

ARTICLE I

General Provisions

Except as modified or changed herein, all terms, provisions and conditions contained in the original agreement between the TOLLWAY and the DESIGN SECTION ENGINEER dated **October 26, 2017** ("Original Agreement") and commonly referred to as Contract No. **I-17-4309**, 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-17-4309 for **Tri-State Tollway, Advanced MOT Rehabilitation, 95th Street (Mile Post 17.8) to East West Connector (Mile Post 29.1)** 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-17-4309 for Tri-State Tollway, Advanced MOT Rehabilitation, 95th Street (Mile Post 17.8) to East West Connector (Mile Post 29.1) performed by the DESIGN SECTION ENGINEER under the Original Agreement and including the services set forth herein, is hereby increased from \$580,000.00 by \$223,720.00 to \$803,720.00.

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-17-4309** the day and year first above written.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY

TERRA ENGINEERING, LTD.

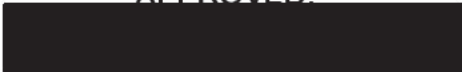

Chairman/CEO – Signature
Willard S. Evans, Jr.

05/06/2020
Date


Executive Vice-
Jamil Bou-Saab
Printed Name as Signed Above

1/27/2020

APPROVED:


Executive Director - Signature
Jose Alvarez

05/06/2020
Date

APPROVED:


Chief Financial Officer - Signature
Cathy R. Williams

05/02/2020
Date

APPROVED:


Kathleen Pasulka-Brown

05/01/2020
Date

Approved as to Form and Constitutionality


e of Illinois - Signature
Date

05/01/2020



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

FOR CONTRACT NUMBER I-17-4309

This proposal, dated December 2, 2019, is submitted by TERRA Engineering Ltd of Chicago, IL for Design Section Engineer's Service.

DESCRIPTION/LOCATION OF DESIGN SECTION

The location of the construction Contract I-17-4309 for which we propose to provide Design Section Engineering Services is Tri-State Tollway, Advanced MOT Rehabilitation, 95th Street (Mile Post 17.8 to East West Connector (Mile Post 29.1), in Cook and DuPage County (Counties), Illinois.

REAFFIRMATION OF ORIGINAL AGREEMENT

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

SCOPE OF SUPPLEMENTAL DESIGN SECTION ENGINEERING 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 \$ 580,000.00 by \$ 223,720.00 to \$ 803,720.00.

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-17-4309

SUBMITTED BY:

FIRM NAME: TERRA Engineering Ltd

ADDRESS: 225 West Ohio Street, 4th Floor

**CITY, STATE &
ZIP CODE:** Chicago, IL 60654

TELEPHONE: 312.467.0123

FACSIMILE: 312.467.0220

SIGNED BY: _____

PRINTED NAME: Karen Steingraber

TITLE: President

EXHIBIT F

Contract No. I-17-4309

TERRA Engineering Ltd

SCOPE OF SERVICES

Due to changes in staging and scheduling of I-294 Mainline Work, adjustments are being made to extend and/or reduce the work limits for Advanced MOT contracts. This includes shoulder removal and replacement revisions, crossover location revisions, and temporary lighting revisions.

The 4309-1 Design Contract (within the limits of the 4296 segment) will consist of one stand-alone design contract to be prepared as part of this scope of services.

Advanced MOT plan sheets (within the limits of the 4297 segment) will be provided to the 4297 DSE for insertion into the 4297 design contract.

Advanced MOT plan sheets (within the limits of the 4265 segment) will consist of one stand-alone design contract to be prepared as part of this scope of services.

Advanced MOT plan sheets (within the limits of the 4298 segment) will consist of two stand-alone design contracts to be prepared as part of this scope of services.

EXHIBIT "1"

EXHIBIT G

Contract No. I-17-4309

TERRA Engineering Ltd

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion	
CDB	CDB Project No. 816-010-038 / CDB Contract No. 13041310	GSU Roadway and Sewer Repair	\$191,896.00	\$18,496.59	Mar-20
CDB	CDB Project No. 102-311-096 / IDNR No. 2-00-036	IL Beach State Park Concessions	\$17,825.00	\$6,114.56	On-going
IDOT	D-30-011-11 / PTB 159-32	BBS In-House Consultant	\$275,088.68	\$14,018.24	Mar-20
IDOT	P-30-003-14 / PTB 170-022	Truck Weight Study	\$413,041.00	\$87,122.47	Jul-20
IDOT	C-94-054-016 / PTB 180-011	Weight Checks 2019	\$35,285.00	\$882.44	Mar-20
IDOT	P-94-016-18 / PTB 189-022	IL 40 (Knoxville Avenue) Reconstruction	\$952,894.00	\$792,543.95	Dec-20
IDOT	HPR-66-029-20 / PTB 193-046	Traffic Counts for D6,7,8 & 9	\$2,500,000.00	\$2,500,000.00	Oct-21
IDOT	D-94-038-12 / PTB 163-25	New railroad bridge over IL 29 north of Chillcothe	\$126,626.12	\$82,195.94	On-going
IDOT	D-94-097-07 / PTB 153-44	IL 29 Extension	\$207,362.59	\$95,882.60	Mar-20
IDOT	P-94-006-18 / PTB 501-001	Eastern Bypass	\$46,880.00	\$44,322.83	Nov-20
IDOT	D-91-295-18 / PTB188-012	IL 31 over US 20	\$148,031.00	\$3,531.00	Sep-20
IDOT	D-93-045-19 / PTB 191-007	I-57 over Norfolk Southern RR and Grinnell Road	\$113,605.00	\$77,596.86	Mar-21
Tollway	RR-15-9976R / PSB16-2 Item 2	Traffic and Planning Studies	\$408,000.00	\$22,821.71	Dec-20
Tollway	I-15-4658 / PSB15-2 Item 7	EOWA, I-294 to I-9 Bensenville Yard Underpass	\$6,769,676.00	\$6,452,892.09	Feb-21
Tollway	I-16-4257 / PSB16-1 Item 10	I-16-4257, Environmental Studies Upon Request	\$150,000.00	\$42,418.70	Jul-21
Tollway	I-16-4266 / PSB16-3 Item 2	I-16-4266, IL 53-IL 120 EIS	\$625,000.00	\$625,000.00	Jun-21
Tollway	I-17-4300 / PSB17-3 Item 5	I-17-4300, I-294 Design IL 38 to St Chas Rd	\$2,310,000.00	\$876,186.67	Dec-22
Tollway	I-17-4309 / PSB17-3 Item 14	I-17-4309, I-294 MOT 95th St to EW Connector	\$580,000.00	\$143,908.36	Dec-26
Tollway	RR-18-4354 / PSB18-1 Item 4	Landscape Services Upon Request - Systemwide	\$800,000.00	\$627,898.59	Dec-24
Tollway	I-18-4411 / PSB18-3 Item 1	I-294 Mile Long Bridge	\$1,920,782.51	\$1,632,450.02	Dec-24
Tollway	I-18-4412 / PSB18-3 Item 2	TranSystems BNSF Bridge Ph III	\$318,000.00	\$318,000.00	Apr-22
Tollway	I-18-4424 / PSB18-4 Item 3	4424 - DUR On-call and As-needed	\$5,000,000.00	\$4,742,766.47	Dec-26

EXHIBIT "1"



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/03/2020

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 Willis Towers Watson Midwest, Inc. fka Willis of Illinois, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Berkley Insurance Company 32603 INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____
INSURED Terra Engineering, Limited 225 W. Ohio Street, 4th Floor Chicago, IL 60654	

COVERAGES **CERTIFICATE NUMBER:** W15662291 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY PRO-JECT LOC OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N/A				PER STATUTE OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	Professional Liability		AEC-9035158-01	03/01/2020	03/01/2021	Per Claim \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Tri-State Tollway Advanced MOT Rehabilitation, 95th Street (M.P. 17.8) to East-West Connector (M.P. 29.1), Phase II Engineering Services, Contract # I-17-4309.

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/04/2020

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.

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.

PRODUCER: Greyling Ins. Brokerage/EPIC, 3780 Mansell Rd. Suite 370, Alpharetta, GA 30022. CONTACT NAME: Trudy Henry, PHONE: 770.552.4225, FAX: 866.550.4082, E-MAIL: trudy.henry@greyling.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Sentinel Insurance Company (NAIC # 11000), INSURER B: Trumbull Insurance Company (NAIC # 27120).

COVERAGES CERTIFICATE NUMBER: 19-20 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: Tri-State Tollway Advanced MOT Rehabilitation, 96th Street (M.P. 17.8 to East-West Connector (M.P. 29.1), Phase II Engineering Services, Contract # I-17-4309

CERTIFICATE HOLDER: Illinois State Toll Highway Authority, 2700 Ogden Avenue, Downers Grove, IL 60515. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

DESCRIPTIONS (Continued from Page 1)

& non-contributory where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

ADDITIONAL COVERAGES WHEN REQUIRED BY WRITTEN CONTRACT

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

COMMERCIAL AUTOMOBILE COVERAGE FORM HA 99 16 03 12

Additional Insured if Required by Contract

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

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

Primary and Non-Contributory

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

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

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

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

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

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

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

Waiver of Subrogation

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

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ADDITIONAL COVERAGES BY WRITTEN CONTRACT, AGREEMENT OR PERMIT

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

BUSINESS LIABILITY COVERAGE FORM SS 00 08 04 05

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

WHO IS AN INSURED under Section C. is amended to include as an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products completed operations hazard".

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

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

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

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

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

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

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

Other Insurance

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

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

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

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

c. Method Of Sharing

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

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

Waiver of Subrogation

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

WORKERS' COMPENSATION

POLICY NUMBER: 20WBGAA7649

INSURED: Terra Engineering Ltd.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

Policy Number:

Endorsement Number:

Effective Date:

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

Named Insured and Address:

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

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

SCHEDULE

NA

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

Countersigned by

Authorized Representative

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

Process Date: 1

Policy Expiration Date:

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Contract Information Sheet

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

Consultant Name: TERRA Engineering Ltd

Contract Number: I-17-4309

Proposal Date: 12/2/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: 1-17-4309

Consultant: TERRA Engineering Ltd

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Plans													66	66
TOTALS													66	66

Contract Number: I-17-4309 Consultant: TERRA Engineering Ltd

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Plans	42	42	42	42	42	42	42	42	42	42	42	42	42	504
TOTALS	42	42	42	42	42	42	42	42	42	42	42	42	42	504

Contract Number: I-17-4309

Consultant: TERRA Engineering Ltd

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Plans	32	32	32	32	32	32	32	32	32	32	32	32	32	384
TOTALS	32	32	32	32	32	32	32	32	32	32	32	32	32	384

Contract No.: I-17-4309

Consultant: TERRA Engineering Ltd

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>954.00</u> (Total Work Hours from Exhibit A)	<u>\$ 47.00</u> (Average Hourly Rate)	TOTAL DIRECT SALARY \$ <u>44,838.00</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 \$ 125,546.40

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 1,273.60

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ 52,200.00

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) \$ 44,700.00

TOTAL SERVICES BY OTHERS \$ 96,900.00

D. ADDITIONAL SERVICES (Prime Consultant)

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

(Requires prior authorization before use)

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 223,720.00

Contract No.: I-17-4309 Consultant: TERRA Engineering Ltd

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

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

- C. OVERTIME PREMIUM**

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

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized) \$ 1,273.60

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-17-4309

Consultant: TERRA Engineering Ltd

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: David Landeweer

Project Engineer: Eric Therkildsen

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: Donald Bell

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Julie Schmidt

 Classification: Roadway Engineer

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

EXHIBIT F

Contract No. I-17-4309

TERRA Engineering Ltd

SCOPE OF SERVICES

Due to changes in staging and scheduling of I-294 Mainline Work, adjustments are being made to extend and/or reduce the work limits for Advanced MOT contracts. This includes shoulder removal and replacement revisions, crossover location revisions, and temporary lighting revisions.

The 4309-1 Design Contract (within the limits of the 4296 segment) will consist of one stand-alone design contract to be prepared as part of this scope of services.

Advanced MOT plan sheets (within the limits of the 4297 segment) will be provided to the 4297 DSE for insertion into the 4297 design contract.

Advanced MOT plan sheets (within the limits of the 4265 segment) will consist of one stand-alone design contract to be prepared as part of this scope of services.

Advanced MOT plan sheets (within the limits of the 4298 segment) will consist of two stand-alone design contracts to be prepared as part of this scope of services.

EXHIBIT G**Contract No. I-17-4309****TERRA Engineering Ltd****CURRENT OBLIGATIONS FOR PROJECT**

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion	
CDB	CDB Project No. 816-U10-038 / CDB Contract No. 13041310	GSU Roadway and Sewer Repair	\$191,896.00	\$18,496.59	Mar-20
CDB	CDB Project No. 102-311-096 / IDNR No. 2-00-036	IL Beach State Park Concessions	\$17,825.00	\$6,114.56	On-going
IDOT	D-30-011-11 / PTB 159-32	BBS In-House Consultant	\$275,088.68	\$14,018.24	Mar-20
IDOT	P-30-003-14 / PTB 170-022	Truck Weight Study	\$413,041.00	\$87,122.47	Jul-20
IDOT	C-94-054-016 / PTB 180-011	Weight Checks 2019	\$35,285.00	\$882.44	Mar-20
IDOT	P-94-016-18 / PTB 189-022	IL 40 (Knoxville Avenue) Reconstruction	\$952,894.00	\$792,543.95	Dec-20
IDOT	HPR-66-029-20 / PTB 193-046	Traffic Counts for D6,7,8 & 9	\$2,500,000.00	\$2,500,000.00	Oct-21
IDOT	D-94-038-12 / PTB 163-25	New railroad bridge over IL 29 north of Chillicothe	\$126,626.12	\$82,195.94	On-going
IDOT	D-94-097-07 / PTB 153-44	IL 29 Extension	\$207,362.59	\$95,882.60	Mar-20
IDOT	P-94-006-18 / PTB 501-001	Eastern Bypass	\$46,880.00	\$44,322.83	Nov-20
IDOT	D-91-295-18 / PTB188-012	IL 31 over US 20	\$148,031.00	\$3,531.00	Sep-20
IDOT	D-93-045-19 / PTB 191-007	I-57 over Norfolk Southern RR and Grinnell Road	\$113,605.00	\$77,596.86	Mar-21
Tollway	RR-15-9976R / PSB16-2 Item 2	Traffic and Planning Studies	\$408,000.00	\$22,821.71	Dec-20
Tollway	I-15-4658 / PSB15-2 Item 7	EOWA, I-294 to I-9 Bensenville Yard Underpass	\$6,769,676.00	\$6,452,892.09	Feb-21
Tollway	I-16-4257 / PSB16-1 Item 10	I-16-4257, Environmental Studies Upon Request	\$150,000.00	\$42,418.70	Jul-21
Tollway	I-16-4266 / PSB16-3 Item 2	I-16-4266, IL 53-IL 120 EIS	\$625,000.00	\$625,000.00	Jun-21
Tollway	I-17-4300 / PSB17-3 Item 5	I-17-4300, I-294 Design IL 38 to St Chas Rd	\$2,310,000.00	\$876,186.67	Dec-22
Tollway	I-17-4309 / PSB17-3 Item 14	I-17-4309, I-294 MOT 95th St to EW Connector	\$580,000.00	\$143,908.36	Dec-26
Tollway	RR-18-4354 / PSB18-1 Item 4	Landscape Services Upon Request - Systemwide	\$800,000.00	\$627,898.59	Dec-24
Tollway	I-18-4411 / PSB18-3 Item 1	I-294 Mile Long Bridge	\$1,920,782.51	\$1,632,450.02	Dec-24
Tollway	I-18-4412 / PSB18-3 Item 2	TranSystems BNSF Bridge Ph III	\$318,000.00	\$318,000.00	Apr-22
Tollway	I-18-4424 / PSB18-4 Item 3	4424 - DUR On-call and As-needed	\$5,000,000.00	\$4,742,766.47	Dec-26

Contract No.: I-17-4309

Consultant: TERRA Engineering Ltd

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 <u>CKL Engineers, LLC</u></p> <p>Direct Labor \$ 33,521.60</p> <p>Direct Costs \$ 78.40</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ 33,600.00</p>	<p>7 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>2 <u>Singh & Associates, Inc</u></p> <p>Direct Labor \$ 18,463.59</p> <p>Direct Costs \$ 136.41</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ 18,600.00</p>	<p>8 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>3 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>	<p>9 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>4 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>	<p>10 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>5 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>	<p>11 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>6 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>	<p>12 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ 52,200.00

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 52,200.00

DBE/MBE/WBE Percentage of Total Fee (Includes Additional Services): 23.33%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 23.33%

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>farnsworth Group</u></p> <table border="0"> <tr><td>Direct Labor</td><td>\$</td><td>32,966.36</td></tr> <tr><td>Direct Costs</td><td>\$</td><td>533.64</td></tr> <tr><td>Services by Others</td><td></td><td></td></tr> <tr><td>Additional Services **</td><td></td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td>33,500.00</td></tr> </table>	Direct Labor	\$	32,966.36	Direct Costs	\$	533.64	Services by Others			Additional Services **			Total this Subconsultant (ULC)	\$	33,500.00	<p>6 _____</p> <table border="0"> <tr><td>Direct Labor</td><td></td><td></td></tr> <tr><td>Direct Costs</td><td>\$</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td>-</td></tr> </table>	Direct Labor			Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-
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Total this Subconsultant (ULC)	\$	-																													
<p>2 <u>Juneau Associates Inc</u></p> <table border="0"> <tr><td>Direct Labor</td><td>\$</td><td>11,020.21</td></tr> <tr><td>Direct Costs</td><td>\$</td><td>179.79</td></tr> <tr><td>Services by Others</td><td></td><td></td></tr> <tr><td>Additional Services **</td><td></td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td>11,200.00</td></tr> </table>	Direct Labor	\$	11,020.21	Direct Costs	\$	179.79	Services by Others			Additional Services **			Total this Subconsultant (ULC)	\$	11,200.00	<p>7 _____</p> <table border="0"> <tr><td>Direct Labor</td><td>\$</td><td>-</td></tr> <tr><td>Direct Costs</td><td>\$</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td>-</td></tr> </table>	Direct Labor	\$	-	Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-
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Additional Services **	\$	-																													
Total this Subconsultant (ULC)	\$	-																													
<p>4 _____</p> <table border="0"> <tr><td>Direct Labor</td><td>\$</td><td>-</td></tr> <tr><td>Direct Costs</td><td>\$</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td>-</td></tr> </table>	Direct Labor	\$	-	Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-	<p>9 _____</p> <table border="0"> <tr><td>Direct Labor</td><td>\$</td><td>-</td></tr> <tr><td>Direct Costs</td><td>\$</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td>-</td></tr> </table>	Direct Labor	\$	-	Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-
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Direct Costs	\$	-																													
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Total this Subconsultant (ULC)	\$	-																													
Direct Labor	\$	-																													
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Additional Services **	\$	-																													
Total this Subconsultant (ULC)	\$	-																													
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Direct Labor	\$	-																													
Direct Costs	\$	-																													
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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:	\$	44,700.00
TOTAL Additional Services Non-DBE/MBE/WBE Subconsultants:	\$	-
TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants:	\$	44,700.00

Contract Information Sheet

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

Consultant Name: CKL Engineers, LLC

Contract Number: I-17-4309

Proposal Date: 12/2/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-17-4309

Consultant: CKL Engineers, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Plans													28	28
TOTALS													28	28

Contract Number: I-17-4309 Consultant: CKL Engineers, LLC

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		
Plans	12	12	12	12	12	12	12	12	12	12	12	12	12	144
TOTALS	12	12	12	12	12	12	12	12	12	12	12	12	12	144

Contract Number: I-17-4309

Consultant: CKL Engineers, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Plans	10	10	10	10	10	10	10	10	10	10	10	10	10	120
TOTALS	10	10	10	10	10	10	10	10	10	10	10	10	10	120

Contract No.: I-17-4309 **Consultant:** CKL Engineers, LLC

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) **\$ 78.40**

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-17-4309

Consultant: CKL Engineers, LLC

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-17-4309

CKL Engineers, LLC

SCOPE OF SERVICES

Due to changes in staging and scheduling of I-294 Mainline Work, adjustments are being made to extend and/or reduce the work limits for Advanced MOT contracts. This includes shoulder removal and replacement revisions, crossover location revisions, and temporary lighting revisions.

The 4309-1 Design Contract (within the limits of the 4296 segment) will consist of one stand-alone design contract to be prepared as part of this scope of services.

Advanced MOT plan sheets (within the limits of the 4297 segment) will be provided to the 4297 DSE for insertion into the 4297 design contract.

Advanced MOT plan sheets (within the limits of the 4265 segment) will consist of one stand-alone design contract to be prepared as part of this scope of services.

Advanced MOT plan sheets (within the limits of the 4298 segment) will consist of two stand-alone design contracts to be prepared as part of this scope of services.

EXHIBIT G

Contract No. I-17-4309

CKL Engineers, LLC

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**

Agency/University	Project Title	Status	Value	Contract Reference/P. O./Illinois Procurement Bulletin #
ISTHA	EOWA Wetland Mitigation	Active	\$492,929.76	I-13-4619
ISTHA	I-90, MP 68.2 to MP 60.7	Active	\$230,000	I-11-4017
ISTHA	I-90, Elgin Toll Plaza to Fox River CM Services	Active	\$165,000	I-14-4189
ISTHA	CM Services Upon Request	Active	\$200,000	RR-14-5704
ISTHA	I-294 Roadway Study, Cermak Road to Balmoral Avenue	Pending	TBD	RR-14-4224

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

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 (NQT DBE/MBE/WBE)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Farnsworth Group Inc

Contract Number: I-17-4309

Proposal Date: 12/2/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract No.: I-17-4309 Consultant: Farnsworth Group 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) \$ 533.64

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-17-4309

Consultant: Farnsworth Group Inc

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

EXHIBIT F

Contract No. I-17-4309

Farnsworth Group Inc

SCOPE OF SERVICES

Due to changes in staging and scheduling of I-294 Mainline Work, adjustments are being made to extend and/or reduce the work limits for Advanced MOT contracts. This includes shoulder removal and replacement revisions, crossover location revisions, and temporary lighting revisions.

The 4309-1 Design Contract (within the limits of the 4296 segment) will consist of one stand-alone design contract to be prepared as part of this scope of services.

Advanced MOT plan sheets (within the limits of the 4297 segment) will be provided to the 4297 DSE for insertion into the 4297 design contract.

Advanced MOT plan sheets (within the limits of the 4265 segment) will consist of one stand-alone design contract to be prepared as part of this scope of services.

Advanced MOT plan sheets (within the limits of the 4298 segment) will consist of two stand-alone design contracts to be prepared as part of this scope of services.

EXHIBIT G

Contract No. I-17-4309

Farnsworth Group Inc

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
EOWA	(Sub to HLR) - EOWA Phase III Services	\$360,000.00	\$87,000.00	12/31/2020
Various	IDOT Various Projects (7 Prime; 10 Sub)	\$9,165,000.00	\$1,382,000.00	12/31/2023
Various	Various Local Agency Work	\$3,500,000.00	\$1,480,000.00	12/31/2021

Contract No.: I-17-4309

Consultant: Farnsworth Group Inc

EXHIBIT H - SERVICES BY OTHERS

Exhibits A-B, D-G must be submitted for each subconsultant listed below. If a subconsultant requires "Services by 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): _____

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

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

2	Direct Labor _____ Direct Costs _____ Services by Others _____ Additional Services ** _____ 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>
---	--

3	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>
---	--

4	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>
---	--

5	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>
----	--

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Juneau Associates Inc

Contract Number: I-17-4309

Proposal Date: 12/2/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-17-4309

Consultant:

Juneau Associates Inc

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS OF YEAR 2019												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Plans													9	9
TOTALS													9	9

Contract Number: 1-17-4309

Consultant: Juneau Associates Inc

Juneau Associates Inc

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Plans	4	4	4	4	4	4	4	4	4	4	4	4	4	48
TOTALS	4	4	4	4	4	4	4	4	4	4	4	4	4	48

Contract No.: I-17-4309 Consultant: Juneau Associates 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) \$ **179.79**

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-17-4309

Consultant: Juneau Associates 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: Scott A. Slemer

 Classification: Project Engineer/Planner

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

EXHIBIT F

Contract No. I-17-4309

Juneau Associates Inc

SCOPE OF SERVICES

Due to changes in staging and scheduling of I-294 Mainline Work, adjustments are being made to extend and/or reduce the work limits for Advanced MOT contracts. This includes shoulder removal and replacement revisions, crossover location revisions, and temporary lighting revisions.

The 4309-1 Design Contract (within the limits of the 4296 segment) will consist of one stand-alone design contract to be prepared as part of this scope of services.

Advanced MOT plan sheets (within the limits of the 4297 segment) will be provided to the 4297 DSE for insertion into the 4297 design contract.

Advanced MOT plan sheets (within the limits of the 4265 segment) will consist of one stand-alone design contract to be prepared as part of this scope of services.

Advanced MOT plan sheets (within the limits of the 4298 segment) will consist of two stand-alone design contracts to be prepared as part of this scope of services.

EXHIBIT G**Contract No. I-17-4309****Juneau Associates 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
RR-16-4281	Surveying Services. Tri-State Tollway	\$49,000	\$1,000	3.31.2021
17-0002	Surveying & Misc. Design. Fiber Optic Maintenance & Mgmt.	Pending		TBD
I-17-4301	Phase II Engineering. Tri-State Tollway, Roadway Reconstr.	\$212,000	\$98,000	10.31.2021
I-17-4308	Phase II Engineering. Tri-State Tollway, ITS & Lighting installation	\$151,000	\$118,000	12.31.2022
I-17-4309	Phase II Engineering. Tri-State Tollway, Advanced MOT Rehab.	\$40,200	\$26,000	12.31.2021
I-17-4310	Phase II Engineering. Tri-State Tollway, Advance MOT Rehab.	\$14,000	\$600	12.31.2022
I-17-4315	Construction Insp. & Surveying. Tri-State Tollway	\$150,000.00	\$150,000.00	9.30.2022
I-18-4352	Phase II Engineering. Reagan Memorial Tollway	\$34,000	\$34,000	11.30.2020
RR-18-4355	Surveying & Construction Mgmt. ITS Services Upon Request	\$70,000	\$68,000	6.30.2021
RR-18-4360	Construction Mgmt. Systemwide	\$90,000	\$47,000	5.31.2020
I-18-4361	Phase I Engineering. Elgin O'Hare Western Access	\$118,000	\$87,000	12.31.2020
RR-18-4378	Systemwide, Construction Management. Systemwide	\$150,000	\$144,000	12.31.2020
RR-18-4410	Surveying. On-Call Geotechnical Services	\$100,000	\$79,000	1.31.2023
I-18-4411	Construction Management. (I-294 Bridge Reconstrucion.	\$600,000	\$600,000	12.31.2023
I-18-4412	Construction Management. BNSF Railroad Bridge Reconstruction.	\$238,500	\$238,500	4.30.2022
I-18-4413	Construction Management. I-294 Temporary ITS Relocation.	\$46,000	\$8,000	6.30.2020
I-18-4414	Construction Management. I-294 On-call and as-needed.	\$5,000,000	\$4,345,000	12.31.2023
I-18-4419	Phase II Engineering. I-294 / I-57 Interchange	\$1,900	\$1,900	6.30.2020
RR-18-4434	Construction Management. I-88 and Systemwide	Pending		TBD

I-15-4656	Design Services - EOWA, I-294 to I-90 Tri-State and Franklin/Green Street	\$490,000	\$102,000	3.31.2020
I-17-4675	Phase II Engineering. Elgin O'Hare Western Access	\$93,000	\$66,000	8.31.2020
RR-16-9197	Phase II Engineering. Systemwide Design Services Non Roadway	\$100,000	\$52,000	1/7/1900
RR-18-9206	Materials Engineering. Systemwide	\$99,500	\$96,000	9.30.2020
RR-18-9210	ITS Upon Request. On-call	Pending		TBD
RR-18-4379	Drainage Design.Reagan Mem. Roadway & Bridge Rehab.	\$150,000	\$46,000	

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1	_____		
	Direct Labor	_____	
	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): _____

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

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: Singh & Associates Inc

Contract Number: I-17-4309

Proposal Date: 12/2/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-17-4309

Consultant: Singh & Associates Inc

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019											TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total Exhibit A Hours	134
Plans													14	14
TOTALS													14	14

Contract Number: I-17-4309

Consultant: Singh & Associates 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		
Plans	6	6	6	6	6	6	6	6	6	6	6	6	6	72
TOTALS	6	6	6	6	6	6	6	6	6	6	6	6	6	72

Contract No.: I-17-4309 **Consultant:** Singh & Associates 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)	\$	<u>136.41</u>
--	-----------	----------------------

ALLOWABLE DIRECT COSTS

09.12.2018

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

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

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

NOTES:

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

Contract No.: I-17-4309

Consultant: Singh & Associates 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-17-4309

Singh & Associates Inc

SCOPE OF SERVICES

Due to changes in staging and scheduling of I-294 Mainline Work, adjustments are being made to extend and/or reduce the work limits for Advanced MOT contracts. This includes shoulder removal and replacement revisions, crossover location revisions, and temporary lighting revisions.

The 4309-1 Design Contract (within the limits of the 4296 segment) will consist of one stand-alone design contract to be prepared as part of this scope of services.

Advanced MOT plan sheets (within the limits of the 4297 segment) will be provided to the 4297 DSE for insertion into the 4297 design contract.

Advanced MOT plan sheets (within the limits of the 4265 segment) will consist of one stand-alone design contract to be prepared as part of this scope of services.

Advanced MOT plan sheets (within the limits of the 4298 segment) will consist of two stand-alone design contracts to be prepared as part of this scope of services.

EXHIBIT G

Contract No. I-17-4309

Singh & Associates, 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
	Marseilles Armory	\$ 87,700	\$ 6,000	Jan-20
D-92-026-11; PTB 158/016	Various Phase I/II Projects (Sub)	\$ 220,000	\$ 12,000	Dec-20
D-91-311-13; PTB 168/011	District 1 Various Signals (Prime)	\$ 600,000	\$ 121,000	Apr-20
P-91-376-13; PTB 168/006	Smart Highway Design Along I-94/US 41 from Kennedy/Edens Junction to WI State Line - Lighting (Sub)	\$ 369,000	\$ 248,500	12/31/2017
P-91-195-14; PTB 171-006	Phase I Various ADA Projects (Sub)	\$ 102,000	\$ 34,000	8/7/2019
D-91-354-14; PTB 172-008	Various ITS and Electrical Projects, DUR (Prime)	\$ 500,000	\$ 274,000	1/23/2020
P-91-442-14; PTB 173-006	Phase I Studies for Various Projects (Sub)	\$ 186,000	\$ 61,000	per work order
D-30-003-15; PTB 174-017	Various Pump Station Project (Sub)	\$ 71,000	\$ 27,000	10/15/2025
P-91-1251-15; PTB 174-001	Phase I Studies for Various Projects (Sub)	\$ -	\$ -	per work order
D-91-130-15; PTB 174-003	IL 53, W. Arsenal Rd to US 52	\$ 42,000	\$ 30,500	8/18/2017
P-91-224-15; PTB 175-011	Various Phase I Projects (Sub)	\$ 163,000	\$ 24,000	12/15/2023
D-91-113-15; PTB 175-015	IL 53, IL 68 from US 12 to Kennedy Drive/Frontage Road, Phase II Project (Sub)	\$ 100,250	\$ 3,950	10/31/2019
PTB 162-006	REVLAC (Sub)	\$ 65,000	\$ 39,600	7/1/2018
P-91-475-16 PTB 181-003	IL 43, 46th Street to Archer Avenue (Sub)	\$ 153,500	\$ 53,250	10/10/2020
D-91-115-17; PTB 182-004	Various Phase II Projects (Sub)	\$ 84,000	\$ 17,000	3/2/2020
22040124 17- 103616	Strategic & Financial Planning Assistance for Alternative Contracting Methods (Sub)	\$ 194,250	\$ 113,450	10/24/2019
D-91-215-17; PTB 185-014	East Avenue at 47th Street Intersection (Prime)	\$ 654,500	\$ 373,800	8/9/2028
P-91-002-18 ; PTB 185-001	Various Phase I Project	\$ 90,000	\$ 40,900	1/31/2023
D-91-229-18; PTB 186-001	I-90/94 at Montrose Avenue Structure (Sub)	\$ 31,000	\$ -	7/31/2020
D-91-254-18; PTB 187-005	IL 72 at State Street/Getzelman Road (Sub)	\$ 43,300	\$ 43,300	12/31/2020
D-91-253-18; PTB 187-006	Various Phase II Projects (Sub)	\$ 57,000	\$ -	6/30/2021

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
D-91-368-18; PTB 189-011	Phase II Engineering for I-55 from I-80 to US 52 (Sub)	\$ 421,500	\$ 421,500	3/1/2021
D-91-061-19; PTB 190-015	Various Lighting & Electrical District One (Prime)	\$ 500,000	\$ 500,000	5/1/2024
D-91-067-19; PTB 190-019	FAP 344, IL 83 (127th Street) At Cal Sag Channel, Phase II (Sub)	Unknown	\$ -	Unknown
P-94-017- 17/D94-039-17 ; PTB 190-027	Bridge Replacement/Rehabilitation, Adams Street over BNSF RR, UP RR and Clark Street Phase I/II (Sub)	\$ 17,600	\$ 12,000	6/30/2020
PTB 159-009; D-91-402-11	Various Traffic Signals (Sub)	\$ 98,000		1/19/2018
OP&P-2019- 26	Innovative Project Delivery Technical and Project Management Advisory (Sub)	per work order	\$ -	6/3/2022
I-17-4680	EOWA, Construction Admin (sub)	\$ 8,500	\$ 8,500	Jun-20
I-13-4623	Elgin-O'Hare Western Access, IL 19 Interchange(Sub)	\$ 277,450	\$ 66,200	Jun-20
I-14-4196 / 22033896	I-90 and Systemwide, Design Services Upon Request. On-call and as-needed Phase II Engineering Services (Sub)	\$ 327,000	\$ -	Dec-19
I-14-5703 / 22035093	Design Upon Request, Systemwide	\$ 4,500,000	\$ 1,243,000	Dec-20
RR-16-4267 / 22038321	Manintenance Facility Design (Sub)	\$ 185,300	\$ 12,000	Jun-20
I-17-4305 / 22040505	Tri-State Tollway Bridge Rehabilitation, Repairs & Demolition, Various Locations (Sub)	\$ 160,900	\$ 36,500	Dec-19
I-17-4296 / 22040482	Tri-State Tollway Reconstruction, 95th Street to LaGrange Road (Sub)	\$ 566,800	\$ 83,300	Dec-19
I-17-4306 / 22040506	Tri-State Tollway, Bridge Rehabilitation, Repairs, & Demolition, Various Locations (Sub)	\$ 135,000	\$ 58,000	Dec-19
I-17-4309 / 22040511	Tri-State Tollway, Advanced MOT Rehabilitation, 95th Street to EW Connector (Sub)	\$ 48,000	\$ -	Dec-19
I-17-4299 / 22040488	Tri-State Tollway Reconstruction, EW Connector to Roosevelt Rd. (Sub)	\$ 185,000	\$ 26,000	Dec-19
I-18-4361 / 22041926	EOWA, West Extension (Sub)	\$ 66,500	\$ 66,000	Dec-20
RR-18-9008 / 22042192	Systemwide, Design Upon Request, Non-Roadway	\$ 2,000,000	\$ 1,803,605	Dec-22
RR-18-4381 / 22042191	Reagan Memorial Tollway, Pavement and Structural Preservation and Rehabilitation, MP 113.3 (IL 45) to MP 117.8 (Aurora Toll Plaza) (Sub)	\$ 258,000	\$ 2,176	Dec-19
RR-18-4382 / 22042188	Tri-State Tollway, Stearns School road Bridge Reconstruction (Sub)	\$ 323,000	\$ 20,000	Jun-20
RR-18-4379 / 22042189	Reagan Memorial Tollway, Roadway and Bridge Rehabilitation, MP 117.8 (Aurora Toll Plaza) to MP 123.4 (IL 59) (Sub)	\$ 251,300	\$ -	Dec-19
RR-18-9210 / 22042820	ITS Services Upon Request (JV)	\$ 800,000	\$ 789,300	Dec-21

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

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)	\$ <u>-</u>

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

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

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

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

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

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

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

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

10	<hr/>	
	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 Non-DBE/MBE/WBE Subconsultants: \$ -

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

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