

01/16/20

6.4/10

RESOLUTION NO. 21944

Background

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 21340 approved August 24, 2017, entered into an Agreement with RS&H, Inc./Toltz, King, Duvall, Anderson and Associates, Inc. on Contract I-17-4677 for Design Services on the Elgin O'Hare Western Access Tollway (I-490) from Mile Post 4.3 (Devon Avenue) to Mile Post 5.1 (Pratt Boulevard).

Per Tollway request, RS&H, Inc./Toltz, King, Duvall, Anderson and Associates, Inc. submitted a proposal to provide Supplemental Design Services for Contract I-17-4677, increasing the contract upper limit by \$1,133,538.16, from \$8,000,000.00 to \$9,133,538.16. It is necessary and in the best interest of the Tollway to accept the proposal from RS&H, Inc./Toltz, King, Duvall, Anderson and Associates, Inc.

Resolution

The Chief Engineering Officer is authorized to negotiate an Amended Agreement with RS&H, Inc./Toltz, King, Duvall, Anderson and Associates, Inc., consistent with the aforementioned proposal, to increase the contract upper limit by \$1,133,538.16, 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



Contract: I-17-4677 **PSB:** 17-2 Item 4
Consultant: RS&H / Toltz, King, Duvall (Team) **PM:** Manar Nashif
Reviewer: Grace Gomez **Review Date:** 02/14/2020

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

Exhibits A-H

Review Complete

All Exhibits for the Prime and subconsultants meet Tollway requirements:

RSHTKS_TM
RS&H, Inc.
Toltz, King, Duvall, Anderson and Associates, Inc.
Aqua Vitae Engineering, LLC
Cooper Zietz Engineergs, Inc. (dba Akana)
Delta Engineering Group, LLC
Rubinos & Mesia Engineers, Inc.

**Business & Contact Information**

BUSINESS NAME **Aqua Vitae Engineering LLC**

OWNER **Mr Gary Paradoski**

ADDRESS **3400 W Stonegate Blvd** [Map This Address](#)
100-211
Arlington Heights, IL 60005

PHONE **847-239-4512**

FAX **847-577-0744**

EMAIL **GPARADOSKI@AQUA-VITAEGROUP.COM**

WEBSITE **<http://https://WWW.AQUA-VITAEGROUP.COM>**

ETHNICITY **Caucasian**

GENDER **Male**

COUNTY **Cook (IL)**

Certification Information

CERTIFYING AGENCY **State of Illinois Central Management Services**

CERTIFICATION TYPE **VOSB - Veteran Owned Small Business**

RENEWAL DATE **1/23/2020**

EXPIRATION DATE **1/23/2020**

CERTIFIED BUSINESS DESCRIPTION **Civil Engineering**

Commodity Codes

Code	Description
NIGP 92517	Civil Engineering

Additional Information

REGION **Metro Chicago**

Unified Certification Program - Search

Contractor Details

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

[Print](#)

Cooper Zietz **Email:** agent@akana.us

Engineers, Inc. dba **Phone:** (503) 652-9090

Akana **Fax:**

Herbert J. Fricke
6400 SE Lake Rd., Ste.
270
Portland, OR 97222

County:

Out-of-State

Categories: Architecture\Engineering

NAICS	Speciality
541330-Engineering Services	541330- ENGINEERING SERVICES

Unified Certification Program - Search

Contractor Details

[Browse F.A.Q. Sheet \(/UCP/Search/Help\)](#)[Print](#)**Delta Engineering
Group, LLC**

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

County: Cook**Email:** contact@deg-america.com**Phone:** (312) 377-7700**Fax:** (312) 427-6145**Categories:** Architecture\Engineering**NAICS**

541330-Engineering
Services

Speciality

541330- SPEC. SERVS.:
CONSTRUCTION
INSPECTION
FREEWAYS
ROADS AND STREETS
HIGHWAY STRUCTURE:
TYPICAL
HIGHWAY STRUCTURE:
SIMPLE
STUDIES: PUMP STATIONS
LIGHTING: TYPICAL
LIGHTING: COMPLEX
TRAFFIC SIGNALS
MECHANICAL ENGINEERING
ELECTRICAL ENGINEERING

Contract No I-17-4677

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

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

OWNER **Mr Dipak S Shah**

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

PHONE **312-870-6600**

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

WEBSITE **www.rme-i.com**

Certification Information

CERTIFYING AGENCY **Cook County**

CERTIFICATION TYPE **MBE - Minority Business Enterprise**

CERTIFICATION DATE **12/23/2019**

RENEWAL DATE **12/23/2020**

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

Commodity Codes

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

Additional Information

SERVICE-DISABLED VETERAN BUSINESS **Not Applicable**

Services Publications/Forms Departments News Contact



Office of the Secretary of State Jesse White
CYBERDRIVEILLINOIS.COM

Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number	60200955
Entity Name	RS&H, INC.
Status	ACTIVE

Entity Information	
Entity Type	CORPORATION
Type of Corp	FOREIGN BCA
Qualification Date (Foreign)	Wednesday, 4 November 1998
State	FLORIDA
Duration Date	PERPETUAL

Agent Information	
Name	NATIONAL REGISTERED AGENTS INC
Address	208 SO LASALLE ST, SUITE 814 CHICAGO , IL 60604

Change Date

Wednesday, 25 February 2015

Contract No I-17-4677**Annual Report**

Filing Date

Thursday, 14 November 2019

For Year

2019

OfficersPresident
Name & Address

DAVID T SWEENEY 10748 DEERWOOD PARK BLVD S JACKSONVILLE FL

Secretary
Name & Address

JOHN J BOTTARO SAME 32256

Old Corp Name

02/11/2014

REYNOLDS, SMITH AND HILLS, INC.

[Return to Search](#)

(One Certificate per Transaction)

[File Annual Report](#)[Adopting Assumed Name](#)[Change of Registered Agent and/or Registered Office](#)This information was printed from www.cyberdriveillinois.com, the official website of the Illinois Secretary of State's Office.

Mon Jan 06 2020

Services Publications/Forms Departments News Contact



Office of the Secretary of State Jesse White

CYBERDRIVEILLINOIS.COM

Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number	56483624
Entity Name	TOLTZ, KING, DUVALL, ANDERSON AND ASSOCIATES, INCORPORATED
Status	ACTIVE

Entity Information	
Entity Type	CORPORATION
Type of Corp	FOREIGN BCA
Qualification Date (Foreign)	Monday, 5 August 1991
State	MINNESOTA
Duration Date	PERPETUAL

Agent Information	
Name	UNITED STATES CORPORATION CO
Address	801 ADLAI STEVENSON DRIVE SPRINGFIELD , IL 62703

Change Date

Thursday, 31 March 2011

Contract No I-17-4677

Annual Report

Filing Date

Thursday, 25 July 2019

For Year

2019

OfficersPresident
Name & Address

THOMAS S STONEBURNER 444 CEDARST STE 1500 ST PAUL MN 55101

Secretary
Name & Address

KEVIN R CULLEN SAME

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(One Certificate per Transaction)

[File Annual Report](#)[Adopting Assumed Name](#)[Change of Registered Agent and/or Registered Office](#)This information was printed from www.cyberdriveillinois.com, the official website of the Illinois Secretary of State's Office.

Mon Jan 06 2020

Gomez, Graciela

From: Gomez, Graciela
Sent: Monday, January 06, 2020 2:05 PM
To: Gomez, Graciela
Subject: Contract No I-17-4677 - RS&H, Inc. FEIN [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 14:04 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 14:04 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *** [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

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Gomez, Graciela

From: Gomez, Graciela
Sent: Monday, January 06, 2020 2:06 PM
To: Gomez, Graciela
Subject: Contract No I-17-4677 - Toltz, King, Duvall, Anderson and Associates, Inc. FEIN
[REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 14:05 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 14:05 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 3:18 PM
To: Gomez, Graciela
Subject: Contract No I-17-4677 - Aqua Vitae Engineering, LLC - FEIN [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 15:17 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 15:17 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 3:14 PM
To: Gomez, Graciela
Subject: Contract No I-17-4677 - Cooper Zietz Engineers Inc. (dba Akana) - FEIN [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 15:13 01/06/20

ACTION: S

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

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Gomez, Graciela

From: Gomez, Graciela
Sent: Monday, January 06, 2020 3:17 PM
To: Gomez, Graciela
Subject: Contract No I-17-4677 - Delta Engineering Group, LLC - FEIN [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 15:16 01/06/20

ACTION: S

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

DISCLAIMER:

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Gomez, Graciela

From: Gomez, Graciela
Sent: Monday, January 06, 2020 3:13 PM
To: Gomez, Graciela
Subject: Contract No I-17-4677 - Rubinos & Mesia Engineers, Inc. FEIN [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 15:12 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 15:12 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 INCLUDING TEAMING

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 the Team comprised of **RS&H, INC. / TOLTZ, KING, DUVALL, ANDERSON and ASSOCIATES, INC.**, 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 17-2, Item 4**, and DESIGN SECTION ENGINEER entered into an agreement on **August 24, 2017**, to provide design section engineering services (hereinafter "Services") for Contract No. **I-17-4677** for **Elgin O'Hare Western Access, Devon Avenue to Pratt Boulevard**; 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 20, 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 **August 24, 2017** ("Original Agreement") and commonly referred to as Contract No. **I-17-4677**, 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-17-4677 for **Elgin O'Hare Western Access, Devon Avenue to Pratt Boulevard** 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-17-4677 for Elgin O'Hare Western Access, Devon Avenue to Pratt Boulevard** performed by the DESIGN SECTION ENGINEER under the Original Agreement and including the services set forth herein, is hereby increased from **\$8,000,000.00** by **\$1,133,538.16** to **\$9,133,538.16**.

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

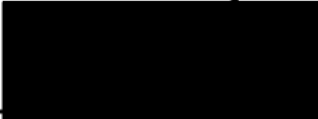
EXPATRIATED ENTITIES

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-17-4677 the day and year first above written.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY

RS&H INC. /
TOLTZ, KING, DUVALL, ANDERSON
AND ASSOCIATES, INC.

By  3/12/2020
Chairman/CEO - Signature Date
Willard S. Evans, Jr.

 1/17/2020
Vice President-Signature Date
RS&H, Inc.
Donald Glenn

Printed Name as Signed Above

APPROVED:


 3/10/2020
Executive Director - Signature Date
Jose Alvarez

 1/20/2020
Vice President-Signature Date
Toltz, King, Duvall, Anderson and
Associates, Inc.

Kevin Cullen

Printed Name as Signed Above

APPROVED:

 3/10/20
Chief Financial Officer - Signature Date
~~Michael Gelsch~~ Cathy R. Williams.

APPROVED:

 3-5-2020
General Counsel - Signature Date
Kathleen Pasulka-Brown

Approved as to Form and Constitutionality

 3/3/2020
Attorney General, State of Illinois - Signature Date

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

FOR CONTRACT NUMBER I-17-4677

This proposal, dated December 20, 2019, is submitted by RS&H, Inc. of St. Charles, Illinois and Toltz, King, Duvall, Anderson and Associates, Inc. of St. Paul, Minnesota for Design Section Engineer's Service.

DESCRIPTION/LOCATION OF DESIGN SECTION

The location of the construction Contract I-17-4677 for which we propose to provide Design Section Engineering Services is Elgin O'Hare Western Access, Devon Avenue to Pratt Boulevard, in Cook & DuPage County (Counties), Illinois.

REAFFIRMATION OF ORIGINAL AGREEMENT

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

SCOPE OF SUPPLEMENTAL DESIGN SECTION ENGINEERING SERVICES

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

FEE PROPOSAL

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

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

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

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

AGREEMENT LIMITS

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

The Upper Limit Compensation shall be increased

from \$ 8,000,000.00 by \$ 1,133,538.16 to \$ 9,133,538.16.

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-17-4677

SUBMITTED BY:

FIRM NAME: RS&H, Inc./Toltz, King, Duvall, Anderson and Associates, Inc.

ADDRESS: 2580 Foxfield Road, Suite 301

**CITY, STATE &
ZIP CODE:** St.Charles, Illinois, 60174

TELEPHONE: 630-505-1991

FACSIMILE: 630-524-4432

SIGNED BY:



PRINTED NAME: Donald Glenn

TITLE: Vice President

THIS PROPOSAL FOR SUPPLEMENTAL DESIGN SECTION ENGINEERING
SERVICES FOR

CONTRACT I-17-4677

SUBMITTED BY:

FIRM NAME: RS&H, Inc./Toltz, King, Duvall, Anderson and Associates, Inc.

ADDRESS: 444 Cedar St., Ste 1500

CITY, STATE &
ZIP CODE: St. Paul, Minnesota 55101

TELEPHONE: 651-292-4400

FACSIMILE: 651-292-0083

SIGNED BY:



PRINTED NAME: Kevin Cullen

TITLE: Vice President

EXHIBIT F

CONTRACT I-17-4677

(RSHTKS TM)

SCOPE OF SERVICES

The scope items in this supplement include design related items and associated coordination not previously included in the scope of work as well as the work necessary to complete the design of the proposed I-490 to facilitate future ramp access facilities at the intersection of Pratt Boulevard and Elmhurst Road. Other supplemental scope items include construction phase support for N06A and N06B.

MSE Wall Extensions due to addition of 3rd lane.

3-Sided Structure to maintain CDA access and stay within the right-of-way.

Ongoing RR Coordination and revisions, I-490 over UPRR.

Temporary MSE Walls for I-490 over UPRR bridge.

Temporary MSE walls for Spur ramp and V1b Ramp so as to facilitate the future construction of the bridge components.

I-490 Bridge over Ramp V1B

Pratt-Elmhurst Intersection/I-490 Interchange – relocation of the local NB access ramp from the Elmhurst Road intersection to the Pratt Boulevard intersection including HCS and VISSUM traffic analysis to determine the proposed lane configurations at Elmhurst Road and Pratt Boulevard with the newly developed Ramp V1B and V2 geometry. Includes technical memorandums with recommendations for intersection improvements for coordination with the Tollway, Elk Grove Village, and IDOT. Exhibits for presentations with the Tollway, Elk Grove Village, and IDOT.

Incorporation of adjacent DSE scope into N06A early works package including Palumbo demolition, K9 facilities, and selected scope from N07. Joint utility, permitting, and project coordination meetings were hosted for 60%, 95%, and 100% submittals.

Offset Barrier

Barrier median structural design as it exceeds the standard detail tolerances.

Construction Phase Services

This scope items includes DSE construction phase services for those construction contracts associated with the N06A and N06B design contracts including but limited to:

- Review and approval of shop drawings
- Attendance at construction meetings
- Plan review and/or field changes
- Value engineering proposal reviews
- 3-D Modeling services including assisting with dissemination of the 3-D model and guidance
- Services as stipulated in section 4.11 of the March 2019 Tollway DSE Manual

Contract Document Preparation

This scope items includes the preparation of an additional set of contract documents based upon the design scope for N06-B. This also includes the incorporation of designs complete by other or adjacent DSE, bid phase services, coordination, and management of the preparation of a stand along set of PS&E bid documents. It is assumed that any adjacent DSE or non N06-B scope items would be provided as completed PS&SE documents to be inserted into a set of construction documents. This item does not include any out of scope design work.

EXHIBIT G

CONTRACT I-17-4677

(RSHTKS_TM)

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
I-490	Phase II PS&E – Road/Bridge Construction (ISTHA I-17-4677)	\$4,374,189	\$818,931	11/2020
US 20	Phase II PS&E – Road/Bridge Reconstruction (IDOT D-92-103-05)	\$791,274	\$197,800	11/2020
US 20	Phase II PS&E – Road Reconstruction (IDOT D-92-073-11)	\$698,376	\$124,581	6/2020
IL 53	Phase I Study – IL 62 to US 12 (IDOT P-91-014-18)	\$933,390	\$418,324	11/2021
47th	Phase II PS&E – Road Reconstruction (IDOT D-91-215-17)	\$169,377	\$125,135	1/2021
Gougar	Phase I Study – Laraway to Francis (Will County 19-00154-18-PV)	\$1,779,226	\$1,776,000	6/2022
Wadsworth	Phase II PS&E – Intersection Improv. (Lake County 13-00055-06-WR)	\$349,475	\$91,635	1/2021

Gomez, Graciela

From: Thomas, Mark
Sent: Friday, January 31, 2020 1:02 PM
To: Gomez, Graciela
Subject: RE: Contract No I-17-4677 RS&H/Toltz,King,Duvall - Insurance

Grace,

The most recent insurance documentation submitted on behalf of RS&H Inc. for contract I-17-4677 appears to meet the automobile liability insurance requirements of standard professional services agreements.

Mark R. Thomas, CRIS
Construction Insurance Analyst
Illinois Tollway

(630) 241-6800 ext. 4474
mthomas@getipass.com
www.illinoistollway.com

From: Gomez, Graciela
Sent: Wednesday, January 29, 2020 2:25 PM
To: Thomas, Mark <mthomas@getipass.com>
Cc: Gomez, Graciela <ggomez@getipass.com>
Subject: FW: Contract No I-17-4677 RS&H/Toltz,King,Duvall - Insurance

Mark,

Please advise if the attached revise COI meets standard professional services agreement insurance requirements.

Thanks
Grace

From: Malinowski, Arielle <Arielle.Malinowski@rsandh.com>
Sent: Wednesday, January 29, 2020 12:57 PM
To: Gomez, Graciela <ggomez@getipass.com>; Daniels, Ann <Ann.Daniels@rsandh.com>
Cc: Shaw, James <James.Shaw@rsandh.com>; Nashif, Manar <mnashif@getipass.com>
Subject: RE: Contract No I-17-4677 RS&H/Toltz,King,Duvall - Insurance

Grace,
Please find attached the copy of the certificate of insurance, along with the Auto endorsement. Please let me know if you need anything else.

Thanks,
Arielle

Arielle L. Malinowski, PE

Highway Group Leader
2580 Foxfield Rd, Suite 301, St. Charles, IL 60174
O 630-364-5213 | M 630-788-8065
Arielle.Malinowski@rsandh.com
rsandh.com | Facebook | Twitter | LinkedIn | Blog

Stay up-to-date with our latest news and insights.



From: Gomez, Graciela <ggomez@getipass.com>
Sent: Friday, January 24, 2020 2:35 PM
To: Daniels, Ann <Ann.Daniels@rsandh.com>
Cc: Shaw, James <James.Shaw@rsandh.com>; Malinowski, Arielle <Arielle.Malinowski@rsandh.com>; Nashif, Manar <mnashif@getipass.com>
Subject: RE: Contract No I-17-4677 RS&H/Toltz,King,Duvall - Insurance

The insurance documentation submitted on behalf of RS&H, Inc. for contract I-17-4677 did not include a copy of an applicable additional insured endorsement for automobile liability. Please submit.

Grace
Ext. 4836

From: Daniels, Ann <Ann.Daniels@rsandh.com>
Sent: Friday, January 24, 2020 12:42 PM
To: Gomez, Graciela <ggomez@getipass.com>
Cc: Shaw, James <James.Shaw@rsandh.com>; Malinowski, Arielle <Arielle.Malinowski@rsandh.com>; Nashif, Manar <mnashif@getipass.com>
Subject: FW: Contract No I-17-4677 RS&H/Toltz,King,Duvall - Insurance

Grace,
Please find attached RS&H's current COI's for the EOWA Tollway project I-17-4677. Please let us know if you require anything additionally. Thanks so much!

Ann Daniels

Senior Document Coordinator
2580 Foxfield Rd, Suite 301, St. Charles, IL 60174
630-364-5210
Ann.Daniels@rsandh.com
rsandh.com | Facebook | Twitter | LinkedIn | Blog

Stay up-to-date with our latest news and insights.



From: Shaw, James <James.Shaw@rsandh.com>
Sent: Friday, January 24, 2020 12:32 PM

To: Daniels, Ann <Ann.Daniels@rsandh.com>; Malinowski, Arielle <Arielle.Malinowski@rsandh.com>
Subject: FW: Contract No I-17-4677 RS&H/Toltz,King,Duvall - Insurance

James R. Shaw, P.E.

Vice President, Illinois State Leader
2580 Foxfield Rd, Suite 301, St. Charles, IL 60174
O 630-364-5246 | M 847-630-2722

----- Original message -----

From: "Gomez, Graciela" <ggomez@getipass.com>
Date: 1/24/20 12:31 PM (GMT-06:00)
To: "Malinowski, Arielle" <Arielle.Malinowski@rsandh.com>
Cc: "Nashif, Manar" <mnashif@getipass.com>, "Shaw, James" <James.Shaw@rsandh.com>
Subject: FW: Contract No I-17-4677 RS&H/Toltz,King,Duvall - Insurance

You will need to resubmit revised insurance documentation addressing the comments below.

Please note: revised insurance documentation, including any items included in previous submittals, must be submitted as a complete set. Partial submittals will not be accepted for review.

Thank you,
Grace
630-241-6800 ext. 4836

From: Thomas, Mark
Sent: Thursday, January 23, 2020 3:01 PM
To: Gomez, Graciela <ggomez@getipass.com>
Subject: RE: Contract No I-17-4677 RS&H/Toltz,King,Duvall

Grace,

Following are comments on the insurance documentation submitted on behalf of RS&H, Inc. for contract I-17-4677:

- COI number 2018111359 dated 8/16/2017: this COI is not current, and all policies shown on the COI have expired.
- COI number 19/20 dated 1/17/2020 for automobile liability: a copy of an applicable additional insured endorsement was not included with the COI.

Please request updated and additional insurance documentation.

Thank you.

Mark R. Thomas, CRIS
Construction Insurance Analyst
Illinois Tollway

(630) 241-6800 ext. 4474
mthomas@getipass.com
www.illinoistollway.com

From: Gomez, Graciela
Sent: Thursday, January 23, 2020 11:49 AM
To: Thomas, Mark <mthomas@getipass.com>
Subject: Contract No I-17-4677 RS&H/Toitz,King,Duvall

Mark,

Please advise if the attached COI meets standard professional services agreement insurance requirements.

Thank you,
Grace
X4836

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY Brown & Brown of Florida, Inc.		NAMED INSURED Rs & H Inc.	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

- NAMED INSURED LIST:
 RS&H, INC.
 REYNOLDS, SMITH AND HILLS, INC.
 RS&H ALABAMA, INC.
 RS&H ARKANSAS, INC.
 RS&H CALIFORNIA, INC.
 RS&H COMMERCIAL REALTY, INC.
 RS&H IDAHO, P.C.
 RS&H ILLINOIS, INC.
 RS&H IOWA, P.C.
 RS&H MARYLAND, INC.
 RS&H MASSACHUSETTS, INC.
 RS&H MICHIGAN, INC.
 RS&H MISSISSIPPI, P.C.
 RS&H MONTANA, P.C.
 RS&H NEVADA, INC.
 REYNOLDS, SMITH AND HILLS ARCHITECTS-ENGINEERS PLANNERS, P.A.
 RS&H ARCHITECT AND ENGINEER, P.C.
 RS&H ARCHITECTS-ENGINEERS-PLANNERS, INC.
 RS&H OHIO, INC.
 RS&H OREGON, ARCHITECTS-ENGINEERS-PLANNERS, P.C.
 RS&H PENNSYLVANIA, INC.
 TSIOUVARAS SIMMONS HOLDERNESS, INC. (TSH ENGINEERING)
 REYNOLDS, SMITH AND HILLS CS, INCORPORATED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

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

C. Lessors as Insureds

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

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
 - f. 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 An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that 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.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

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

(3) 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 5.d.

(4) 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 (3) and (4) 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 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 the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

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 payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

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

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

Contract Information Sheet

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

Joint Venture
/ Team:

RSHTKS_TM

Lead Partner:

RS&H, Inc.

2nd Partner:

Toltz, King, Duvall, Anderson and
Associates, Inc.

3rd Partner:

Contract Number:

I-17-4677

Proposal Date:

12/20/2019

Contract Number: 1-17-4677

Joint Venture / Team:

RSHTKS_TM

EXHIBIT A: ESTIMATED TASK WORK HOURS

		MONTHS of YEAR 2020												Grand Total Exhibit A Hours	5,300
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL HOURS		
Supplement 1		440	440	440	440	440	440	440	440	440	440	440	440	440	4840
TOTALS		440	440	440	440	440	440	440	440	440	440	440	440	440	4840

Contract Number:

I-17-4677

Joint Venture / Team:

RSHTKS_TM

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		
Supplement 1	28	24	24	24	24	24	24	24	24	24	24	24	24	292
TOTALS	28	24	24	24	24	24	24	24	24	24	24	24	24	292

Contract Number: I-17-4677 Joint Venture / Team: RSHTKS_TM

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2022												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Supplement 1	16	16	16	16	16	16	16	16	16	16	8		168
TOTALS	16	16	16	16	16	16	16	16	16	16	8		168

Contract No.: I-17-4677

Lead Partner: RS&H, Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>5100.00</u> (Total Work Hours from Exhibit A)	\$ <u>44.00</u> (Average Hourly Rate)	TOTAL DIRECT SALARY \$ <u>224,400.00</u>
--	--	--

Multiplier to be used on this project: 2.80

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

DIRECT REGULAR SALARY TIMES MULTIPLIER \$ 628,320.00

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(Total for Joint Venture/Team listed above.)

TOTAL DIRECT COSTS \$ 2,258.57

C. SERVICES BY OTHERS

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

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

TOTAL SERVICES BY OTHERS See JV Summary

D. ADDITIONAL SERVICES (Prime Consultant)

See JV Summary
(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

See JV Summary
(Requires prior authorization before use)

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 630,578.57

Contract No.: I-17-4677

2nd Partner: Toltz, King, Duvall, Anderson and Associates, Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>200.00</u> (Total Work Hours from Exhibit A)	\$ <u>44.00</u> (Average Hourly Rate)	TOTAL DIRECT SALARY \$ <u>8,800.00</u>
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Multiplier to be used on this project: 2.80
Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)

DIRECT REGULAR SALARY TIMES MULTIPLIER \$ 24,640.00

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(Total for Joint Venture/Team listed above.)

TOTAL DIRECT COSTS \$ 22.00

C. SERVICES BY OTHERS

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

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

TOTAL SERVICES BY OTHERS See JV Summary

D. ADDITIONAL SERVICES (Prime Consultant)

See JV Summary
(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

See JV Summary
(Requires prior authorization before use)

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 24,662.00

Contract No.: I-17-4677 Lead Partner: RS&H, 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.asp>

- 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, Allowable and Itemized) \$ 2,258.57

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

- B. **ALLOWABLE DIRECT COSTS - based on link below**
https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS_09122018.d ocx/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, Allowable and Itemized) \$ 22.00

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

Table for subconsultant 1: Rubinos & Mesa Engineers, Inc. with rows for Direct Labor, Direct Costs, Services by Others, Additional Services, and Total this Subconsultant (ULC).

Table for subconsultant 2: Cooper Zietz Engineers, Inc. (dba Akana) with rows for Direct Labor, Direct Costs, Services by Others, Additional Services, and Total this Subconsultant (ULC).

Table for subconsultant 3: Delta Engineering Group, LLC with rows for Direct Labor, Direct Costs, Services by Others, Additional Services, and Total this Subconsultant (ULC).

Table for subconsultant 4 with rows for Direct Labor, Direct Costs, Services by Others, Additional Services, and Total this Subconsultant (ULC).

Table for subconsultant 5 with rows for Direct Labor, Direct Costs, Services by Others, Additional Services, and Total this Subconsultant (ULC).

Table for subconsultant 6 with rows for Direct Labor, Direct Costs, Services by Others, Additional Services, and Total this Subconsultant (ULC).

Table for subconsultant 7 with rows for Direct Labor, Direct Costs, Services by Others, Additional Services, and Total this Subconsultant (ULC).

Table for subconsultant 8 with rows for Direct Labor, Direct Costs, Services by Others, Additional Services, and Total this Subconsultant (ULC).

Table for subconsultant 9 with rows for Direct Labor, Direct Costs, Services by Others, Additional Services, and Total this Subconsultant (ULC).

Table for subconsultant 10 with rows for Direct Labor, Direct Costs, Services by Others, Additional Services, and Total this Subconsultant (ULC).

Table for subconsultant 11 with rows for Direct Labor, Direct Costs, Services by Others, Additional Services, and Total this Subconsultant (ULC).

Table for subconsultant 12 with rows for Direct Labor, Direct Costs, Services by Others, Additional Services, and Total this Subconsultant (ULC).

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ 455,626.83

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 455,626.83

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 40.20%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 40.10%

EXHIBIT H

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1	<u>Aqua Vitae Engineering, LLC</u>		
	Direct Labor	\$ 21,910.98	
	Direct Costs	\$ 759.78	
	Services by Others		
	Additional Services **		
	Total this Subconsultant (ULC)	\$ 22,670.76	
2	<u></u>		
	Direct Labor		
	Direct Costs		
	Services by Others		
	Additional Services **		
	Total this Subconsultant (ULC)	\$ -	
3	<u></u>		
	Direct Labor		
	Direct Costs	\$ -	
	Services by Others	\$ -	
	Additional Services **	\$ -	
	Total this Subconsultant (ULC)	\$ -	
4	<u></u>		
	Direct Labor		
	Direct Costs	\$ -	
	Services by Others	\$ -	
	Additional Services **	\$ -	
	Total this Subconsultant (ULC)	\$ -	
5	<u></u>		
	Direct Labor		
	Direct Costs	\$ -	
	Services by Others	\$ -	
	Additional Services **	\$ -	
	Total this Subconsultant (ULC)	\$ -	

6	<u></u>		
	Direct Labor		
	Direct Costs	\$ -	
	Services by Others	\$ -	
	Additional Services **	\$ -	
	Total this Subconsultant (ULC)	\$ -	
7	<u></u>		
	Direct Labor	\$ -	
	Direct Costs	\$ -	
	Services by Others	\$ -	
	Additional Services **	\$ -	
	Total this Subconsultant (ULC)	\$ -	
8	<u></u>		
	Direct Labor	\$ -	
	Direct Costs	\$ -	
	Services by Others	\$ -	
	Additional Services **	\$ -	
	Total this Subconsultant (ULC)	\$ -	
9	<u></u>		
	Direct Labor	\$ -	
	Direct Costs	\$ -	
	Services by Others	\$ -	
	Additional Services **	\$ -	
	Total this Subconsultant (ULC)	\$ -	
10	<u></u>		
	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: \$ 22,670.76

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

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 22,670.76

Contract Information Sheet

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

Consultant Name: RS&H, Inc.

Contract Number: I-17-4677

Proposal Date: 12/20/2019

Contract Number: 1-17-4677

Consultant: RS&H, 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	
Supplement 1		430	420	420	420	420	420	420	420	420	420	440	4650
TOTALS		430	420	420	420	420	420	420	420	420	420	440	4650

Contract Number: I-17-4677 Consultant: RS&H, 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		
Supplement 1	28	24	24	24	24	24	24	24	24	24	24	24	24	292
TOTALS	28	24	24	24	24	24	24	24	24	24	24	24	24	292

Contract Number: I-17-4677 Consultant: RS&H, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2022												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Supplement 1	16	16	16	16	16	16	16	16	16	10	4		158
TOTALS	16	16	16	16	16	16	16	16	16	10	4		158

Contract No.: I-17-4677

Consultant: RS&H, Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>5,100.00</u> (Total Work Hours from Exhibit A)	\$ <u>44.00</u> (Average Hourly Rate)	TOTAL DIRECT SALARY \$ <u>224,400.00</u>
---	---	--

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

DIRECT REGULAR SALARY TIMES MULTIPLIER \$ 628,320.00

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 2,258.57

C. SERVICES BY OTHERS

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

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

TOTAL SERVICES BY OTHERS \$ -

D. ADDITIONAL SERVICES (Prime Consultant)

See JV Summary
(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

See JV Summary
(Requires prior authorization before use)

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 630,578.57

Contract No.: I-17-4677 Consultant: RS&H, 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) \$ 2,258.57

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-17-4677

Consultant: RS&H, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: James Shaw, PE

Project Engineer: Matthew Finowicki, PE

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: Christopher Kersten, PE

Project Structural Engineer: John Ritchie, SE, PE

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Arielle Malinowski, PE

Classification: QA/QC Roadway

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

EXHIBIT F

Contract No. I-17-4677

RS&H, Inc.

SCOPE OF SERVICES

The scope items in this supplement include design related items and associated coordination not previously included in the scope of work as well as the work necessary to complete the design of the proposed I-490 to facilitate future ramp access facilities at the intersection of Pratt Boulevard and Elmhurst Road. Other supplemental scope items include construction phase support for N06A and N06B.

MSE Wall Extensions due to addition of 3rd lane.

3-Sided Structure to maintain CDA access and stay within the right-of-way.

Ongoing RR Coordination and revisions, I-490 over UPRR.

Temporary MSE Walls for I-490 over UPRR bridge.

Temporary MSE walls for Spur ramp and V1b Ramp so as to facilitate the future construction of the bridge

EXHIBIT G

Contract No. I-17-4677

RS&H, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
I-490	Phase II PS&E – Road/Bridge Construction (ISTHA I-17-4677)	\$4,374,189	\$818,931	11/2020
US 20	Phase II PS&E – Road/Bridge Reconstruction (IDOT D-92-103-05)	\$791,274	\$197,800	11/2020
US 20	Phase II PS&E – Road Reconstruction (IDOT D-92-073-11)	\$698,376	\$124,581	6/2020
IL 53	Phase I Study – IL 62 to US 12 (IDOT P-91-014-18)	\$933,390	\$418,324	11/2021
47th	Phase II PS&E – Road Reconstruction (IDOT D-91-215-17)	\$169,377	\$125,135	1/2021
Gougar	Phase I Study – Laraway to Francis (Will County 19-00154-18-PV)	\$1,779,226	\$1,776,000	6/2022
Wadsworth	Phase II PS&E – Intersection Improv. (Lake County 13-00055-06-WR)	\$349,475	\$91,635	1/2021

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1	_____		
	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)	\$ _____	-

3	_____		
	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)	\$ _____	-

5	_____		
	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)	\$ _____	-

7	_____		
	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)	\$ _____	-

9	_____		
	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)	\$ _____	-

11	_____		
	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 "1"

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)

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

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

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

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

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

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

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

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

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

<u>10</u>	
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: Toltz, King, Duvall, Anderson, and Associates, Inc.

Contract Number: I-17-4677

Proposal Date: 12/20/2019

Contract Number: I-17-4677

Consultant: Toltz, King, Duvall, Anderson, and 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		
Supplement 1		10	20	20	20	20	20	20	20	20	20	20	20	190
TOTALS		10	20	20	20	20	20	20	20	20	20	20	20	190

Contract Number: I-17-4677 Consultant: Toltz, King, Duvall, Anderson, and 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			
Supplement 1															
TOTALS															0

Contract Number: I-17-4677

Consultant: Toltz, King, Duvall, Anderson, and Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2022												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Supplement 1										6		4	10
TOTALS										6	4	10	

Contract No.: I-17-4677

Consultant: Toltz, King, Duvall, Anderson, and Associates, Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>200.00</u> (Total Work Hours from Exhibit A)	\$ <u>44.00</u> (Average Hourly Rate)	TOTAL DIRECT SALARY \$ <u>8,800.00</u>
---	---	--

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

DIRECT REGULAR SALARY TIMES MULTIPLIER \$ 24,640.00

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 22.00

C. SERVICES BY OTHERS

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

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

TOTAL SERVICES BY OTHERS \$ -

D. ADDITIONAL SERVICES (Prime Consultant)

See JV Summary
(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

See JV Summary
(Requires prior authorization before use)

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 24,662.00

Contract No.: I-17-4677 Consultant: Toltz, King, Duvall, Anderson, and 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) **\$ 22.00**

ALLOWABLE DIRECT COSTS

09.12.2018

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

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

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

NOTES:

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

Contract No.: I-17-4677

Consultant: 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: Matthew Christensen, PE, SE

Classification: QA/QC Structures

Name: _____

Classification: _____

Name: _____

Classification: _____

EXHIBIT F

Contract No. I-17-4677

Toltz, King, Duvall, Anderson, and Associates, Inc.

SCOPE OF SERVICES

RR Coordination

Ongoing RR Coordination and revisions, I-490 over UPRR. TKDA will assist RS&H in the preparation of submittals for railroad review and acceptance, and resloution of railroad comments.

Temporary MSE Walls for I-490 over UPRR bridge

Temporary MSE walls for Spur tracks so as to facilitate the future construction of the bridge components.

Structural QC

I-490 Bridge over Ramp V1B

EXHIBIT G

Contract No. I-17-4677

Toltz, King, Duvall, Anderson, and 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
Gougar	Phase I Study - Laraway to Francis (Will County 19-00154-18-PV)	\$50,000.00	\$50,000.00	12/1/2020

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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 "1"

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)	\$ _____	-

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: Aqua Vitae Engineering, LLC

Contract Number: I-17-4677

Proposal Date: 12/20/2019

Contract Number: I-17-4677 Consultant: Aqua Vitae Engineering, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												Grand Total Exhibit A Hours	TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		195		
	Split Contract Documents		11	14	14	14	14	14	14	14	14	14	14	14	144	151
Coord/Meetings		4	4	4	4	4	4	4	4	4	4	4	4	44	44	
TOTALS		15	18	18	18	18	18	18	18	18	18	18	18	18	18	195

Contract No.: I-17-4677

Consultant: Aqua Vitae Engineering, LLC

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>195.00</u> (Total Work Hours from Exhibit A)	\$ <u>40.13</u> (Average Hourly Rate)	TOTAL DIRECT SALARY \$ <u>7,825.35</u>
---	--	--

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

DIRECT REGULAR SALARY TIMES MULTIPLIER \$ 21,910.98

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 759.78

C. SERVICES BY OTHERS

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

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

TOTAL SERVICES BY OTHERS \$ _____ -

D. ADDITIONAL SERVICES (Prime Consultant)

_____ (Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

_____ (Requires prior authorization before use)

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 22,670.76

Contract No.: I-17-4677 **Consultant:** Aqua Vitae Engineering, 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) \$ 759.78

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-17-4677

Consultant: Aqua Vitae Engineering, 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-17-4677

Aqua Vitae Engineering, LLC

SCOPE OF SERVICES

Split work into 2 sets of contract documents as necessary along with associated coordination and meetings.
Civil Support as necessary.

EXHIBIT G

Contract No. I-17-4677

Aqua Vitae Engineering, 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
I-19-4469	Tollway (I-90), MP 46.4	\$100,000.00	\$100,000.00	10/31/2021
I-18-4424	Tollway (I-90), MP 46.4	\$100,000.00	\$100,000.00	12/31/2023
I-18-4414	I-294 Construction Management Services Upon Request. On-call, and as-needed Construction Management Services.	\$150,000.00	\$150,000.00	12/31/2021
I-18-4274	Reagon Memorial Tollway, Illinois Route 47 Interchange, MP 109.3, Construction Management Services.	\$31,713.00	\$1,900.00	11/31/2019
RR-18-9008	Systemwide, Design Upon Request, Non-Roadway	\$40,000.00	\$32,800.00	12/31/2020
I-18-4380	Elgin O'Hare Western Access, I-294 (Grand Avenue to Wolf Road) Construction Management Services	\$264,415.00	\$264,415.00	8/31/2021
I-18-4354	Systemwide Design and Construction Management Services for Landscape Services Upon Request. On call and as-needed Phase II Engineering Services and Construction Management Services.	\$160,000.00	\$158,534.00	12/31/2024
I-18-4356	Tri-State Tollway (I-294), Roadway and Bridge Rehabilitation and Widening, Wolf Road (MP 36.2 and the Balmoral Avenue (MP 40.0). Construction Management Services.	\$360,000.00	\$306,000.00	12/31/2020
I-18-4357	Tri-State Tollway, Construction Management Upon Request. On call and as-needed Construction Management Services.	\$200,000.00	\$80,000.00	12/31/2019
I-17-4300	Tri-State Tollway, Roadway Reconstruction, Roosevelt Road (MP 30.5) to St. Charles Road (MP 32.3)	\$845,000.00	\$591,500.00	12/31/2022
I-17-4306	Tri-State Tollway Bridge Rehabilitation, Repairs & Demolition, Various Locations	\$79,000.00	\$31,600.00	10/31/2022

EXHIBIT G

Contract No. I-17-4677

Aqua Vitae Engineering, 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
I-17-4302	Tri-State Tollway Roadway Reconstruction and Bridge Rehabilitation, Wolf Rd (MP 36.2) to O'Hare Oasis (MP 37.8)	\$212,000.00	\$42,400.00	12/31/2022
MO-17-1238	Systemwide Pavement Roadway Management Services	\$483,000.00	\$237,000.00	12/31/2022
I-17-4677	Elgin O'Hare Western Access, Devon Avenue to Pratt Boulevard: Erosion & Sediment Control and Landscaping design.	\$181,620.00	\$76,600.00	12/31/2020
I-16-4257	Environmental Studies Upon Request: Environmental Inspector for erosion and sediment control, NPDES, IEPA, USACE, IDNR, and local storm sewer permits who has the experience to evaluate and recommend corrective actions in the field.	\$250,000.00	\$250,000.00	12/31/2022
I-16-4249	I-90 and Systemwide Construction Management Services Upon Request: Erosion & Sediment Control inspections and reporting.	\$30,000.00	\$273.00	12/31/2018
C-91-010-16	US 45 (Milburn Bypass) North of Milburn Road to North of Grass Lake Road, Phase III: Erosion & Sediment Control and USACE 404 field inspections and reporting.	\$49,730.73	\$19,900.00	12/31/2018
C-91-324-16	Various Maintenance Construction Engineering/Erosion and Sediment Control/Landscape Architecture for Various Projects: SWPPP review, ESC Field Meetings, Erosion & Sediment Control and USACE 404 Reporting for IDOT let projects throughout District 1.	\$97,336.77	\$97,336.77	3/31/2020
Private	Various private development and storm water management projects	Time & Materials	Approx. \$10,000	12/31/2020

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

Table 1: Subconsultant 1. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

Table 7: Subconsultant 7. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

Table 2: Subconsultant 2. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

Table 8: Subconsultant 8. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

Table 3: Subconsultant 3. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

Table 9: Subconsultant 9. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

Table 4: Subconsultant 4. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

Table 10: Subconsultant 10. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

Table 5: Subconsultant 5. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

Table 11: Subconsultant 11. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

Table 6: Subconsultant 6. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

Table 12: Subconsultant 12. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

** 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 "1"

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)	\$ _____	-

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: Cooper Zietz Engineers, Inc. (dba Akana)

Contract Number: I-17-4677

Proposal Date: 12/20/2019

Contract Number: I-17-4677

Consultant: Cooper Zietz Engineers, Inc. (dba Akana)

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				
Supplement 1	15															150
TOTALS		15		15	15	15	15	15	15	15	15	15	15	8	7	150

Rev. 12/2019

Contract No.: I-17-4677

Consultant: _____

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) \$ 912.87

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-17-4677

Consultant: Cooper Zietz Engineers, Inc. (dba Akana)

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-17-4677

Cooper Zietz Engineers, Inc. (dba Akana)

SCOPE OF SERVICES

Roadway and Civil support.

PS&E - Roadway support including typical sections, pavement marking plans, existing/removal plans, geometric review, quantities, specifications, and cost estimates for such as requested by RS&H. Attend project meetings and perform field reviews as necessary.

EXHIBIT G

Contract No. I-17-4677

Cooper Zietz Engineers, Inc. (dba Akana)

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

There are no other obligations at this time.

Contract No.: I-17-4677

Consultant: Cooper Zietz Engineers, Inc. (dba Akana)

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)	\$ _____	-

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Delta Engineering Group, LLC

Contract Number: I-17-4677

Proposal Date: 12/20/2019

Contract Number: I-17-4677

Consultant: Delta Engineering Group, 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	
Lighting design/plan sheets for the 3 sided structure		40	40	40	40	40	40	40	40	40	40	6	406
TOTALS		40	40	40	40	40	40	40	40	40	40	6	406

Contract No.: I-17-4677 Consultant: Delta Engineering Group, 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) **\$** -

Contract No.: I-17-4677

Consultant: Delta Engineering Group, 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-17-4677

Delta Engineering Group, LLC

SCOPE OF SERVICES

Roadway Lighting.

Prepare lighting design for inside the 3-sided structure including plans, specifications, quantities, and estimates for these items. Design will include the selection of lighting fixtures, fixture mounting height, configurations, and fixture spacing. LED fixtures will be utilized as per the Tollway Illumination Guidelines. Lighting calculations will be performed using AGI32 software. Voltage drop calculations will be performed to meet Tollway Guidelines.

PS&E documents may be split into 2 sets of contract documents, as necessary (no additional scope otherwise).

Coordination Meetings.

Delta will coordinate all lighting work with the adjacent corridor contracts and attend meetings as necessary.

EXHIBIT G

Contract No. I-17-4677

Delta Engineering Group, 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
LM150413	ISTHA - I-14-4636 PSB 14-1 PLAZA 324 CMS	20,000.00	12,984.60	6/30/2020
LD150427	IDOT - PTB 175-012 OLD ORCHARD ROAD PHASE II SERVICES	116,991.96	49,852.67	6/17/2020
LD151123	ISTHA - I-15-4658 PSB 15-2 ITEM # 7 - Bensenville Yard Undermass	3,049,170.14	2,871,044.22	01/31/21
LP140801C	IDOT - PTB 172-009 D-91-366-15 TASK 3 VAR. LIGHTING Mar. 2017 LETTING	97,796.01	12,296.29	12/31/2020
LM141001B	ISTHA - I-11-4014 PSB 14-1 EOWA ITS - Concept verification - Line of Sight	218,761.20	76,325.20	8/31/2020
LM141001ACMS	ISTHA - I-14-4638 PSB 14-1 CM Support for 4014 & 4638	30,007.60	9,091.60	8/31/2020
LD160328A	METRA - K60154 LIQ # 49796 Task Order No. 1 PTC Back Office Data Center Room	165,623.48	33,462.87	12/31/2020
LM161003	IDOT - PTB 178-001 US 41 AT DEER PATH ROAD STATION 38	277,660.84	7,754.00	9/27/2020
LM170518B	ISTHA - I-17-4676 PSB 17-2 EXP EOWA I-90 Interchange	353,812.62	1,494.02	2/28/2020
LM170518C	ISTHA - I - 17-4677 PSB 17-2 RS&H EOWA I-90 Interchange - Phase II	357,949.12	217,547.82	12/31/2020
LD160328B1	METRA - K60154 LIQ # 49796 Task Order No. 2 Fiber Optic - Rock Island	207,217.43	9,712.61	12/31/2020
LD160328B2	METRA - K60154 LIQ # 49796 Task Order No. 2 Fiber Optic - Southwest Service St	163,801.54	10,361.11	12/31/2020
LD160526A	METRA - K60449 Task Order No. 5 Rehabilitation of 59th & 60th Street Station	269,126.38	186,461.80	12/31/2020
LD171026	IDOT SW - PTB 185/024 D-30-001-18 Pump Station Phase II Var/Var	29,713.00	18,821.52	10/31/2020
LM140302C	CDWM - JWPP MEDIUM VOLTAGE IMPROVEMENTS DUR. CONSTRUCTION - PHASE III SERVICES	205,655.00	127,426.81	6/30/2020
LM180424A	CDWM - Cermak Pump Station Electrical Improvements.	27,994.84	14,710.82	6/30/2020
LD151218D	METRA - K54434 LIQ # 49796 TOR No.2 47th Yard -Civil & Structural	41,013.12	21,770.97	7/31/2020
LD180810	VILLAGE OF FRANKLIN PARK - PHASE II	197,068.22	170,160.92	05/01/21
LD180808A-PartB	PACE - SOUTH CAMPUS ACCEPTANCE FACILITY -DESIGN AND BID	90,904.60	73,882.52	6/30/2020
LD180808B-PartB	PACE - SOUTH CAMPUS NEW OFFICE BUILDING - DESIGN AND BID	178,446.97	88,230.11	6/30/2020
LD151218C-CM	METRA - K54434 LIQ # 49796 TOR No. 5 LaSalle Str. Power Feeders Replace CM	11,204.35	9,872.75	6/30/2020
LD190123	IDOT - D1 PTB190-20 FAP 330 (US 12/20/45 - LaGrange Road) Over Santa Fe Dr	94,631.00	84,328.46	8/31/2020
LP140801E	IDOT - PTB 172-009 D-91-366-15 TASK 5 62H54	101,329.00	17,286.79	10/31/2020
LP190315	CDB - 810-012-007 PSB 246 Project Kennedy College Replace HVAC Unit	73,700.00	40,026.12	7/31/2020
LD190517	PACE - Dempster PULSE Line	69,741.43	47,477.28	9/30/2020
LP190813	CDB - 250-041-012 PSB 253 Springfield Reg Off Bldg Upgrade HVAC Lighting	39,095.00	4,334.89	4/30/2020
LM190816	Evanston - RFP 19-22 Police Fire Station (Mech Eng)	19,345.00	7,813.59	3/31/2020
LP170713CM	ISTHA - I-18-4413 PSB 17-3 Advanced TTS Assets Relocation - CMS	18,030.00	5,145.70	4/30/2020
LP140801F	IDOT - PTB 172-009 D-91-366-15 TASK 6	81,724.00	42,441.03	4/30/2020

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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 "1"

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

6	<hr/>		
	Direct Labor	<u> </u>	
	Direct Costs	<u>\$ -</u>	
	Services by Others	<u>\$ -</u>	
	Additional Services **	<u>\$ -</u>	
	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>	
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>	
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>	
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: \$ -

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 "1"

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)	\$ _____	-

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: *Rubinos & Mesia Engineers, Inc.*

Contract Number: 1-17-4677

Proposal Date: 12/20/2019

Contract Number: I-17-4677 Consultant: Rubinos & Mesia Engineers, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Additional Work	250	250	250	250	250	250	250	250	250	250	200	176	2626
Construction Packaging								100					100
TOTALS		250	250	250	250	250	250	350	250	250	200	176	2726

Contract No.: I-17-4677

Consultant: Rubinos & Mesia Engineers, Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

2,726.00
(Total Work Hours
from Exhibit A) \$ 50.89
(Average Hourly
Rate)

TOTAL DIRECT SALARY \$ 138,726.14

Multiplier to be used on this project:

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

2.80

DIRECT REGULAR SALARY TIMES MULTIPLIER \$ 388,433.19

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 160.00

C. SERVICES BY OTHERS

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

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

TOTAL SERVICES BY OTHERS \$ _____ -

D. ADDITIONAL SERVICES (Prime Consultant)

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

(Requires prior authorization before use)

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 388,593.19

Contract No.: I-17-4677 **Consultant:** Rubinos & Mesia Engineers, Inc.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

- B. ALLOWABLE DIRECT COSTS - based on link below**
https://www.illinoistollway.com/documents/20184/238673/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) \$ 160.00

ALLOWABLE DIRECT COSTS

09.12.2018

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

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

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

NOTES:

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

Contract No.: I-17-4677

Consultant: Rubinos & Mesia Engineers, 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-17-4677

Rubinos & Mesia Engineers, Inc.

SCOPE OF SERVICES

RME as a sub-consultant to RS&H will be responsible for the submittal of 100% PS&E for the additional scope of work as described below:

1. Bridge over Ramp V1

- As per request from RS&H, RME has started the preliminary bridge design and will be finalizing the plans and details for 100% submittal.

2. Wrap-Around MSE Walls

- RME had designed all the Retaining Walls as a part of the Grading Contract I-18-4704, however the Wrap-Around portions of these walls were not included in the original contract. RME had to design these Wrap-Around walls at three separate locations. These locations were the Bridge over UPRR, the Bridge over UPRR Spur Track and the Bridge over Ramp V1.

3. Temporary Drainage for the RR Crossing

- As per request from RS&H, RME prepared the plans, profiles, cross sections and the drainage report for the temporary drainage at the RR tracks where the center pier will be constructed for the bridge over the UPRR tracks.

4. Permitting

- RME prepared plan & profile and details for boring and jacking of a 36" dia. storm sewer inside a 48" dia. steel casing under the UPRR Spur track. This permit process was not a part of the original contract.

5. Construction Contract Packaging

- RME will be assisting RS&H in dividing the Contract N06B in separate construction packages.

6. Lighting Poles

- Due to significant elevation differential in the median, the Light Poles will have to be installed on the sides in the moment slabs. RME will have to design these locations.

7. Revisions to the TIN

- RME revised the site drainage a number of times due to the changes made by the DCM and the adjacent contract.

EXHIBIT G

Contract No. I-17-4677

Rubinos & Mesia Engineers, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
CDOT	Chicago Halsted and Chicago River Phase	\$260,000.00	\$73,000.00	12/18/2019
14-1 Item 18 I-14-4196	Tollway I-90 and Systemwide, Design Upon Request	\$5,750,000.00	\$100,000.00	1/30/2020
15-2 Item 5 I-15-4656	Tollway Elgin O'Hare Western Access, I-294 to I-290	\$1,456,406.00	\$165,000.00	2/28/2019
17-2 Item 4 I-17-4677	Tollway Elgin O'Hare Western Access, Devon Ave. to Pratt Blvd.	\$1,965,000.00	\$230,000.00	6/30/2020
17-2 Item 5 I-17-4678	Tollway Elgin O'Hare Western Access, Pratt Blvd. to Touhy Ave.	\$1,100,000.00	\$435,000.00	6/30/2020
17-3 Item 11 I-17-4306	Tri-State Tollway, Bridge Rehabilitation, Bridge Repairs, Bridge Demolition, Various Locations	\$2,178,000.00	\$612,000.00	10/1/2022
17-3 Item 6 I-17-4301	Tollway, I-294 Tri-State Tollway, St. Charles, MP 32.3	\$742,000.00	\$276,000.00	3/1/2021

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

Table 1: Subconsultant 1. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

Table 7: Subconsultant 7. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

Table 2: Subconsultant 2. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

Table 8: Subconsultant 8. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

Table 3: Subconsultant 3. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

Table 9: Subconsultant 9. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

Table 4: Subconsultant 4. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

Table 10: Subconsultant 10. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

Table 5: Subconsultant 5. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

Table 11: Subconsultant 11. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

Table 6: Subconsultant 6. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

Table 12: Subconsultant 12. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

** 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 "1"

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

6	<hr/>		
	Direct Labor	<u> </u>	
	Direct Costs	<u>\$ -</u>	
	Services by Others	<u>\$ -</u>	
	Additional Services **	<u>\$ -</u>	
	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>	
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>	
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>	
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: \$ -