

RESOLUTION NO. 21993

**Background**

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No 19896 approved February 28, 2013, entered into an Agreement with A. Epstein and Sons International Inc., DBA Epstein on Contract No. RR-12-4079, for Design Services, Systemwide.

Per Tollway request, A. Epstein and Sons International Inc., DBA Epstein submitted a proposal to provide Supplemental Design Services for Contract No. RR-12-4079 in an amount not to exceed \$1,700,000.00, increasing the contract upper limit from \$7,288,013.00 to \$8,988,013.00. It is necessary and in the best interest of the Tollway to accept A. Epstein and Sons International Inc., DBA Epstein’s proposal.

**Resolution**

The Chief Engineering Officer is authorized to negotiate an Amended Agreement with A. Epstein and Sons International Inc., DBA Epstein, consistent with the aforementioned proposal, to increase the contract upper limit by \$1,700,000.00, subject to review and approval by the General Counsel. The Chairman/Chief Executive Officer of the Tollway is authorized to execute the Agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:



Chairman



**Contract:** RR-12-4079 **PSB: 12-5, Item #1**

**Consultant:** A. Epstein and Sons International Inc.

**PM:** Ed Flores

**Reviewer:** Frank Fratto **Review Date:** 4/22/2020

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

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**Exhibits A-H**

**A. Epstein and Sons International, Inc. – Complete**

**Cotter Consulting, Inc. – Complete**

**GSG Consultants – Complete**

**Quigg Engineering – Complete**

**Solai and Cameron - Complete**

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

# Unified Certification Program - Search

**Contractor Details**

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

Print

**GSG Consultants,  
Inc.**

Guillermo Garcia  
2942 West Van Buren  
Street  
Chicago, IL 60612-0000

**County:** Cook

**Email:** [ggarcia@gsg-consultants.com](mailto:ggarcia@gsg-consultants.com)

**Phone:** 312-733-6262

**Fax:** 312-733-5612

**Categories:** Construction, Professional

<b>NAICS</b>	<b>Speciality</b>
237310 - Construction management, highway, road, street and bridge	Environmental Consultants, Geotechnical & Civil Engineering, Construction
237990 - Construction management, mass transit	Inspection, Industrial Hygiene, Safety Consulting
238910 - Site Preparation Contractors	Services, Drilling Services, Remediation and
541330 - Engineering services	Construction Management for Mass transit, Highway, Street and Bridge
541620 - Environmental consulting services	Construction.
541690 - Other Scientific and Technical Consulting Services	
562910 - Remediation Services	

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

Print

## **Quigg Engineering Inc.**

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

**County:** Sangamon

**Email:** [lquigg@quiggengineering.com](mailto:lquigg@quiggengineering.com)

**Phone:** (217) 670-0563

**Fax:** (217) 679-2204

**Categories:** Architecture\Engineering

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



Office of the Secretary of State Jesse White  
**CYBERDRIVEILLINOIS.COM**

## Corporation/LLC Search/Certificate of Good Standing

### Corporation File Detail Report

File Number	53678491
Entity Name	A. EPSTEIN AND SONS INTERNATIONAL, INC.
Status	ACTIVE

<b>Entity Information</b>
Entity Type CORPORATION
Type of Corp DOMESTIC BCA
Incorporation Date (Domestic) Friday, 14 December 1984
State ILLINOIS
Duration Date PERPETUAL

<b>Agent Information</b>
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<b>Name</b> COGENCY GLOBAL INC.
<b>Address</b> 600 SOUTH SECOND ST, SUITE 404 SPRINGFIELD , IL 62704
<b>Change Date</b> Wednesday, 12 July 2017

<b>Annual Report</b>
<b>Filing Date</b> Tuesday, 26 November 2019
<b>For Year</b> 2019

<b>Officers</b>
<b>President</b> <b>Name &amp; Address</b> JASON CHANDLER, 600 WEST FULTON ST, CHICAGO, IL 60661
<b>Secretary</b> <b>Name &amp; Address</b> JAMES JIRSA 600 W FULTON ST CHICAGO 60661

<b>Assumed Name</b>
ACTIVE EPSTEIN

<b>Old Corp Name</b>
06/01/1987



THE A. EPSTEIN COMPANIES, INC.

[Return to Search](#)

[File Annual Report](#)

[Adopting Assumed Name](#)

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

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

(One Certificate per Transaction)

This information was printed from [www.cyberdriveillinois.com](http://www.cyberdriveillinois.com), the official website of the Illinois Secretary of State's Office.

Tue Apr 14 2020

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

13:44 04/03/20

ACTION: S

VENDOR NUMBER= \*\*\*\*\*

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 04/03/20 AT 13:48 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*\* [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:40 04/03/20

ACTION: S

VENDOR NUMBER= \*\*\*\*\*[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

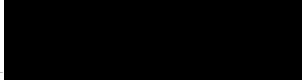
CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 04/03/20 AT 14:40 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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OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:40 04/03/20

ACTION: S

VENDOR NUMBER= \*\*\*\*\*

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 04/03/20 AT 14:43 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*\* 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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OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:40 04/03/20

ACTION: S

VENDOR NUMBER= \*\*\*\*\*[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

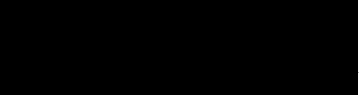
CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 04/03/20 AT 14:54 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*\*[REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH



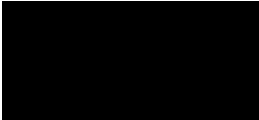
OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:40 04/03/20

ACTION: S

VENDOR NUMBER=



OFFSET: 00 OF 00

VENDOR NAME:

CLAIMING AGENCY NUMBER:

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 04/03/20 AT 14:55 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

DESIGN SECTION ENGINEER  
FIRST SUPPLEMENTAL AGREEMENT

The Board of Directors, on the **26<sup>th</sup>** day of **March, 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 **A. EPSTEIN AND SONS INTERNATIONAL, INC.**, a **corporation** authorized and existing within the laws of the State of Illinois, hereinafter sometimes referred to as "DESIGN SECTION ENGINEER".

W I T N E S S E T H:

WHEREAS, the TOLLWAY selected the DESIGN SECTION ENGINEER from **PSB 12-5, Item 1**, and DESIGN SECTION ENGINEER entered into an agreement on **February 28, 2013**, to provide design section engineering services (hereinafter "Services") for Contract No. **RR-12-4079** for **Maintenance Facilities - Systemwide**; 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 **March 3, 2020**, a copy of which is attached hereto as Exhibit "1", to provide said additional Services, and it is in the best interest of the TOLLWAY to accept said proposal.

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

ARTICLE I

General Provisions

Except as modified or changed herein, all terms, provisions and conditions contained in the original agreement between the TOLLWAY and the DESIGN SECTION ENGINEER dated **February 28, 2013** ("Original Agreement") and commonly referred to as Contract No. **RR-12-4079**, 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. **RR-12-4079** for **Maintenance Facilities - Systemwide** 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. **RR-12-4079** for **Maintenance Facilities - Systemwide** performed by the DESIGN SECTION ENGINEER under the Original Agreement and including the services set forth herein, is hereby increased from \$ **7,288,013.00** by \$ **1,700,000.00** to \$ **8,988,013.00**.

## ARTICLE VI

### Report of a Change in Circumstances

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

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

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


## ARTICLE VII

### EXPATRIATED ENTITIES

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

IN WITNESS WHEREOF, the parties hereto have executed this **FIRST SUPPLEMENTAL AGREEMENT** for **RR-12-4079** the day and year first above written.

THE ILLINOIS STATE TOLL  
HIGHWAY AUTHORITY

By  05/05/2020  
Chairman/CEO – Signature Date  
Willard S. Evans, Jr.

**A. EPSTEIN AND SONS  
INTERNATIONAL, INC.**

 4/21/20  
President-Signature Date

Thomas E. Smiles  
Printed Name as Signed Above

APPROVED:

 05/04/2020  
Executive Director - Signature Date  
Jose Alvarez

APPROVED:

 05/01/2020  
Chief Financial Officer - Signature Date  
Cathy R. Williams

APPROVED:

 04/30/2020  
General Counsel – Signature Date  
Kathleen Pasulka-Brown

Approved as to Form and Constitutionality

 04/30/2020  
Attorney General, State of Illinois - Signature Date

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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.

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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.

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IN WITNESS WHEREOF, the parties hereto have executed this **FIRST SUPPLEMENTAL AGREEMENT** for **RR-12-4079** the day and year first above written.

THE ILLINOIS STATE TOLL  
HIGHWAY AUTHORITY

By  05/05/2020  
Chairman/CEO – Signature Date  
Willard S. Evans, Jr.

**A. EPSTEIN AND SONS  
INTERNATIONAL, INC.**


 4/21/20  
President-Signature Date

Thomas E. Smiles  
Printed Name as Signed Above

APPROVED:

 05/04/2020  
Executive Director - Signature Date  
Jose Alvarez

APPROVED:

 05/01/2020  
Chief Financial Officer - Signature Date  
Cathy R. Williams

APPROVED:

 04/30/2020  
General Counsel – Signature Date  
Kathleen Pasulka-Brown

Approved as to Form and Constitutionality

 04/30/2020  
Attorney General, State of Illinois - Signature Date



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

**FOR CONTRACT NUMBER RR-12-4079**

This proposal, dated March 3, 2020, is submitted by A. Epstein and Sons International, Inc. of Chicago, Illinois for Design Section Engineering and Construction Management Services.

**DESCRIPTION/LOCATION OF DESIGN and CONSTRUCTION SECTION**

The location of the construction Contract "various" for which we propose to provide Design Section Engineering and Construction Manager Services is systemwide, in Cook, DeKalb, and DuPage County (Counties), Illinois.

**REAFFIRMATION OF ORIGINAL AGREEMENT**

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

**SCOPE OF SUPPLEMENTAL DESIGN SECTION ENGINEERING AND CONSTRUCTION MANAGER SERVICES**

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

**FEE PROPOSAL**

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

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

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

### AGREEMENT LIMITS

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

The Upper Limit Compensation shall be increased

from \$ 7,288,013.00 by \$ 1,700,000 to \$ 8,988,013.00.

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

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

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

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

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

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

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

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

INVOICES for services performed and expenses incurred through December 31<sup>st</sup> must be submitted to the TOLLWAY no later than February 28<sup>th</sup> of the subsequent year. The CONSULTANT expressly acknowledges that the TOLLWAY, at its discretion, reserves the right not to honor any delinquent INVOICE if the CONSULTANT fails to obtain prior written approval from the Chief Engineering Officer for an alternative INVOICE submission date. The CONSULTANT will request such approval or an INVOICE submittal extension no later than February 15<sup>th</sup>.

### **PARTIAL PAYMENTS**

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

REVISIONS TO SUPPLEMENTAL SCOPE OF WORK

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

**THIS PROPOSAL FOR SUPPLEMENTAL DESIGN SECTION ENGINEERING AND  
CONSTRUCTION MANAGER SERVICES FOR**

CONTRACT RR-12-4079

SUBMITTED BY:

FIRM NAME: A. Epstein and Sons International, Inc.

ADDRESS: 600 West Fulton Market Street

CITY, STATE &  
ZIP CODE: Chicago, Illinois 60661

TELEPHONE: 312-454-9100

FACSIMILE: N/A

SIGNED BY:

PRINTED NAME: Bradley Dennis

TITLE: Associate Vice President

**EXHIBIT F**

**CONTRACT RR-12-4079**

**(A. Epstein and Sons International, Inc.)**

**SCOPE OF SERVICES**

Phase I and phase II engineering and architectural DSE services for the following design projects: Maintenance Facility M-5 New Site Design, Maintenance Facility M-5 Existing Site Transition, Maintenance Facility M-11 Truck Wash Site Design, Maintenance Facility M-3 (Park Ridge) Concept Plan, Maintenance Facility M-14 Concept and Miscellaneous, and Maintenance Facility M-8 (Naperville) Demolition

**EXHIBIT G**

**CONTRACT RR-12-4079**

**(A. Epstein and Sons International, Inc.)**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
14-4202CM	Ardmore- M-7 CA	\$299,960.48	\$0	12/31/19
16-4252CM	ESI- M-6 CA	\$231,152.78	\$0	12/31/19
16-4267D	EDI- Maint. Facilities	\$1,579,917.00	\$141,000	07/01/20
17-9202CM	ESG- JOC Program Mgmt	\$80,000.00	\$66,000	07/01/22
17-4304D	Design Upon Request	\$5,000,000.00	\$1,484,000	10/01/22
17-4299D	Quigg Eng.- Tri-State EW Connector to Roosevelt Rd	\$135,181.40	\$21,000	11/01/22
18-4697CM	ESI- M-16 CA	\$210,000.00	\$209,000	12/31/21
18-9008D	Singh Eng.- Non-Roadway DUR	\$200,000.00	\$194,000	12/31/25



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/2/2020

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

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

<b>PRODUCER</b> <b>Mesirow Insurance Services, Inc.</b> 353 N Clark St 11th Floor Chicago, IL 60654	<b>CONTACT NAME</b> Dawn.Heibel@alliant.com
	<b>PHONE (A/C, No, Ext)</b> (312) 595-6200
	<b>FAX (A/C, No)</b>
	<b>E-MAIL ADDRESS</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A</b> Continental Casualty Company
	<b>INSURER B</b> Continental Insurance Company
	<b>INSURER C</b>
	<b>INSURER D</b>
	<b>INSURER E</b>
	<b>INSURER F</b>

<b>INSURED</b>  <b>A. Epstein and Sons International, Inc.</b> 600 W. Fulton Street Chicago, IL 60661	<b>NAIC #</b> 20443  35289
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### COVERAGES

### CERTIFICATE NUMBER:

### REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE L MIT APPL ES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6023981464	2/1/2020	2/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6023981478	2/1/2020	2/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6023981495	2/1/2020	2/1/2021	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCR PTION OF OPERATIONS below		N/A	6023981481	2/1/2020	2/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACC DENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input checked="" type="checkbox"/> Prof. Liability			AEH591871681	2/1/2020	2/1/2021	\$250,000 Ded./Limit: 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: EPN 12341 / Project #RR-12-4079.

The Illinois State Toll Highway Authority are included as Additional Insured(s) on the General Liability and Automobile policies on a primary and non-contributory basis, if required by written contract with a named insured.

### CERTIFICATE HOLDER

### CANCELLATION

Illinois State Toll Highway Authority 2700 Ogden Ave Downers Grove, IL 60515-0000	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
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**Architects, Engineers and Surveyors General Liability  
Extension Endorsement**

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

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**Architects, Engineers and Surveyors General Liability  
Extension Endorsement****1. ADDITIONAL INSUREDS**

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

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

(2) was executed prior to:

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

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

for which such additional insured seeks coverage.

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

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

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

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

**A. Controlling Interest**

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

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

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

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

**B. Co-owner of Insured Premises**

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

**C. Engineers, Architects or Surveyors Engaged By You**

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

a. in connection with the **Named Insured's** premises; or

b. in the performance of the **Named Insured's** ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named Insured**, including but not limited to:



**Architects, Engineers and Surveyors General Liability  
Extension Endorsement**

1. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. supervisory, inspection, architectural or engineering activities.

**D. Lessor of Equipment**

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

**E. Lessor of Land**

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**F. Lessor of Premises**

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

**G. Mortgagee, Assignee or Receiver**

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

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

**H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits**

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

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

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**Architects, Engineers and Surveyors General Liability  
Extension Endorsement**

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

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

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

**I. Trade Show Event Lessor**

- 1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:
  - a. the **Named Insured's** acts or omissions; or
  - b. the acts or omissions of those acting on the **Named Insured's** behalf,in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
- 2. The coverage granted by this paragraph does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

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

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

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

**3. ADDITIONAL INSURED – EXTENDED COVERAGE**

When an additional insured is added by this or any other endorsement attached to this **Coverage Part, WHO IS AN INSURED** is amended to make the following natural persons **Insureds**.

If the additional insured is:

- a. An individual, then his or her **spouse** is an **Insured**;
- b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds**;
- c. A limited liability company, then its members and managers are **Insureds**; or
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;



**Architects, Engineers and Surveyors General Liability  
Extension Endorsement**

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations.

Please see the **ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES** provision of this endorsement for additional coverage and restrictions applicable to **spouses** of natural person **Insureds**.

**4. BOATS**

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to add the following additional exception to the exclusion entitled **Aircraft, Auto or Watercraft**:

This exclusion does not apply to:

Any watercraft owned by the **Named Insured** that is less than 30 feet long while being used in the course of the **Named Insured's** inspection or surveying work.

**5. BODILY INJURY – EXPANDED DEFINITION**

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

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

**6. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE**

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

**A. BROAD KNOWLEDGE OF OCCURRENCE**

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

**B. NOTICE OF OCCURRENCE**

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

**7. BROAD NAMED INSURED**

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

**3.** Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

- a.** on the effective date of this **Coverage Part**; or
- b.** by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have

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**Architects, Engineers and Surveyors General Liability  
Extension Endorsement**

provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

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

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

For the purpose of this provision, management control means:

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

**8. CONTRACTUAL LIABILITY – RAILROADS**

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

**Insured Contract** means:

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

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



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

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** of any natural person **Insured** or living trust shall also be insured under this policy; provided, however, coverage is afforded to such estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided, however, that the **spouse** of a natural person **Named Insured**, and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

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

This insurance does not apply to:

**Expected or Intended Injury**

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

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION

A. A separate Location General Aggregate Limit, equal to the amount of the General Aggregate Limit, is the most the Insurer will pay for the sum of:

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

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

B. All:

- 1. **Damages** under **Coverage B**, regardless of the number of locations involved;

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

will reduce the General Aggregate Limit shown in the Declarations.

- C. For the purpose of this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision, "location" means:

1. a premises the **Named Insured** owns or rents; or
2. a premises not owned or rented by any **Named Insured** at which the **Named Insured** is performing operations pursuant to a contract or written agreement. If operations at such a location have been discontinued and then restarted, or if the authorized parties deviate from plans, blueprints, designs, specifications or timetables, the location will still be deemed to be the same location.

For the purpose of determining the applicable aggregate limit of insurance, premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single location.

- D. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Location General Aggregate Limit or the General Aggregate Limit, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular location.
- E. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, regardless of the number of locations involved, will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision shall continue to apply as stipulated.

**12. IN REM ACTIONS**

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

**13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE**

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

- A. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:
- b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:
    - (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
    - (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and





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

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

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

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

This insurance does not apply to:

**Contractual Liability**

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

iii. to add the following additional exclusions:

This insurance does not apply to:

**Discrimination**

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

**Dishonesty or Crime**

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

**Medicare/Medicaid Fraud**

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

**Services Excluded by Endorsement**

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

**C. DEFINITIONS** is amended to:

i. add the following definitions:

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

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

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

- a. Physician;

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

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

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

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

- iii. amend the definition of **Insured** to:

- a. add the following:

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

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

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

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

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

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

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

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

**Other Insurance**

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

**14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES****A. Past Joint Ventures, Partnerships, Limited Liability Companies**

The following is added to **WHO IS AN INSURED**:

If the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

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

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

**B. Participation In Current Professional Joint Ventures**

The following is added to **WHO IS AN INSURED**:

The **Named Insured** is also an **Insured** for participation in a current joint venture that is not named on the Declarations, but only if such joint venture meets all of the following criteria:

- a. Each and every one of the **Named Insured's** co-venturers are architectural, engineering or surveying firms only; and
- b. There is no other valid and collectible insurance purchased specifically to insure the joint venture.

However, the **Named Insured** is an **Insured** only for the conduct of such **Named Insured's** business within such a joint venture. The **Named Insured** is not insured for liability arising out of the acts or omissions of other co-venturers, nor of their partners, members or employees.

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

Except as provided under this **Architects, Engineers And Surveyors General Liability Extension Endorsement** or by the attachment of another endorsement (if any), no person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations.

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

This insurance does not apply to:

**j. Damage to Property**

**Property damage to:**

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

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

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

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

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

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

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

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

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;

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- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

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

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

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

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

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

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

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

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

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

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

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

**16. LIQUOR LIABILITY**

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

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



**Architects, Engineers and Surveyors General Liability  
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**A. LIMITS OF INSURANCE** is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

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

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

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

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

**18. NON-OWNED AIRCRAFT**

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

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

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

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

**19. NON-OWNED WATERCRAFT**

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

This exclusion does not apply to:

- (2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:
  - (a) less than 75 feet long; and
  - (b) not being used to carry persons or property for a charge.

**20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION**

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

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

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

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



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This insurance does not apply to:

Knowing Violation of Rights of Another

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

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

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

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

Premises Related Discrimination

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

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

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

- Provision 1. ADDITIONAL INSURED of this endorsement; or
attachment of an additional insured endorsement to this Coverage Part.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

- A. Under COVERAGES, Coverage B -Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Contractual Liability.
B. Solely for the purpose of the coverage provided by this PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY provision, the following changes are made to the section entitled SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

- 1. Paragraph 2.d. is replaced by the following:
d. The allegations in the suit and the information the Insurer knows about the offense alleged in such suit are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee;
2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:
So long as the above conditions are met, attorney's fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred

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by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

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

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

**22. PROPERTY DAMAGE – ELEVATORS**

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3), (4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.
- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

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

**23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES**

**WHO IS INSURED** is amended to include as **Insureds** natural persons who are retired partners, members, directors or employees, but only for **bodily injury, property damage** or **personal and advertising injury** that results from services performed for the **Named Insured** under the **Named Insured's** direct supervision. All limitations that apply to **employees** and **volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

**24. SUPPLEMENTARY PAYMENTS**

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

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

**25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

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

**26. WAIVER OF SUBROGATION - BLANKET**

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

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

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

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





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

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

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

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

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

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

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor
2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

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

This insurance is excess over:

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

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

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

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

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

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

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**CNA PARAMOUNT**

**Architects, Engineers and Surveyors General Liability  
Extension Endorsement**

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

All other terms and conditions of the Policy remain unchanged.

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



## CNA PARAMOUNT

Endorsement

**Effective Date:** 03/31/2020

**Insured Name:**

A. EPSTEIN AND SONS INTERNATIONAL, INC.

600 W FULTON ST

CHICAGO, IL 60661-1259

**Policy Number:** 6023981464

**Policy Period:** 02/01/2020 – 02/01/2021

**Producer's Information:**

MESIROW INSURANCE SERVICES INC  
353 NORTH CLARK STREET

**Producer Code:** 078884

CHICAGO, IL 60654  
(800) 453-0600

**CNA Branch Number:** 010

**CNA Branch Name and Address:**

CHICAGO/ILLINOIS BRANCH  
BRANCH ADMIN/ 40TH F  
151 N FRANKLIN ST  
CHICAGO, IL 60606  
(630) 719-3000

**Thank you for choosing CNA!**

With your CNA Paramount package policy, you have insurance coverage tailored to meet the needs of your modern business. The international network of insurance professionals and the financial strength of CNA, rated "A" by A.M. Best, provide the resources to help you manage the daily risks of your organization so that you may focus on what's most important to you.

**Claim Services — There When You Need Us**

Claims are reported through a single point of entry available 24/7, connecting you to the individuals and information to help you resume your business when you need it most.

To report a claim, please call 877-CNA-ASAP, fax (800) 953-7389, email [lossreport@cnaasap.com](mailto:lossreport@cnaasap.com), or visit [www.cna.com/claim](http://www.cna.com/claim).

**Risk Control Services — Help Avoid A Claim Before It Occurs**

As a CNA policyholder, you have access to certified risk control professionals, risk mitigation programs and online resources to help identify and manage exposures that may disrupt your operation. We collaborate with business leaders to develop customized programs to assist you in safeguarding your assets and improving the bottom line.

To learn how our award-winning Risk Control services can help your business, please call (866) 262-0540, email us at [riskcontrolwebinfo@cna.com](mailto:riskcontrolwebinfo@cna.com) or visit [www.cna.com/riskcontrol](http://www.cna.com/riskcontrol).

When it comes to providing the coverage, service and resources paramount to your business success ... **we can show you more.**

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**Amendment of Forms and Endorsements Schedule  
Addition or Deletion of Endorsements**

It is understood and agreed as follows:

**I. ADDITION OF FORMS OR ENDORSEMENTS**

The Forms and Endorsements Schedule is amended to add the following forms or endorsements effective as of the date set forth in such form or endorsement

Endm't Number	Form or Endorsement Name	Form Number	Form Edition
31	Amendment of Forms and Endorsements Schedule Addition or Deletion of Endorsements	CNA62673XX	09-12
32	Additional Insured - Designated Person or Organization Endorsement	CNA74745XX	01-15

**II. DELETION OF FORMS OR ENDORSEMENTS**

The Forms and Endorsements Schedule is amended to delete the following forms or endorsements effective as of the "deletion date" indicated below.

The net premium change, if any, for the above endorsements in Sections I. and II. is: \_\_\_\_\_ \$0.00

Total change is : \_\_\_\_\_ \$0.00

All other terms and conditions of the Policy remain unchanged.

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





Additional Insured - Designated Person or Organization Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE
<b>Name Of Additional Insured Person Or Organization:</b>
ILLINOIS STATE TOLL HIGHWAY AUTHORITY

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

It is understood and agreed that the section entitled **WHO IS AN INSURED** is amended with the addition of the following:

- A. The person or organization shown in the Schedule is an **Insured**, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part, by: the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:
  1. in the performance of the **Named Insured's** ongoing operations; or
  2. in connection with premises owned by or rented to the **Named Insured**.
- B. However, if coverage for the additional **Insured** is required by written contract or written agreement, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional **Insured** with:
  1. coverage broader than required by such contract or agreement; or
  2. a higher limit of insurance than required by such contract or agreement.
- C. The coverage granted by this endorsement does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

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

All other terms and conditions of the Policy remain unchanged.

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

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20020064602388 14641642



**END OF COPY**



EXTENDED COVERAGE ENDORSEMENT - BA PLUS

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

**I. LIABILITY COVERAGE**

**A. Who Is An Insured**

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

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

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

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

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

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

**B. Bail Bonds and Loss of Earnings**

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

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

**C. Fellow Employee**

**SECTION II, Paragraph B.5** does not apply.

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

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 22; Page: 1 of 5

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 6023981478

Policy Effective Date: 02/01/2020

Policy Page: 76 of 84

# Contract Information Sheet

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

Consultant Name: A. Epstein and Sons International Inc.

Contract Number: RR-12-4079D

Proposal Date: 3/12/2020

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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





Contract Number: RR-12-4079D

Consultant: A. Epstein and Sons International Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2020												Grand Total Exhibit A Hours	6550
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL HOURS	
M-5 New Site Design					400	400	400	400	400	400	400	375	3175	
M-5 Existing Site Transition					0	0	0	0	0	0	0	0	0	
M-11 Truck Wash Site Design					175	175	175	175	175	175	175	165	1390	
M-3 (Park Ridge) Concept Plan					0	0	0	0	0	0	0	0	0	
M-14 Concept and Miscellaneous					0	0	0	0	0	0	0	0	0	
M-8 (Naperville) Demolition & Misc.					0	0	0	0	0	0	0	0	0	
<b>TOTALS</b>					575	575	575	575	575	575	575	540	4565	

Contract Number: RR-12-4079D

Consultant: A. Epstein and Sons International 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		
M-5 New Site Design	0	0	0	0	0	0	0	0	0	0	0	0	0	
M-5 Existing Site Transition	70	70	70	70	70	70	70	70	70	70	70	70	25	795
M-11 Truck Wash Site Design	0	0	0	0	0	0	0	0	0	0	0	0	0	
M-3 (Park Ridge) Concept Plan	50	50	50	50	50	50	50	50	50	50	35	0	0	535
M-14 Concept and Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	
M-8 (Naperville) Demolition & Misc.	10	10	10	10	10	10	10	10	10	10	10	10	10	120
<b>TOTALS</b>	130	130	130	130	130	130	130	130	130	130	115	35		1450

Contract Number: RR-12-4079D

Consultant: A. Epstein and Sons International 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	
M-5 New Site Design	0	0	0	0	0	0	0	0	0	0	0	0	0
M-5 Existing Site Transition	0	0	0	0	0	0	0	0	0	0	0	0	0
M-11 Truck Wash Site Design	0	0	0	0	0	0	0	0	0	0	0	0	0
M-3 (Park Ridge) Concept Plan	0	0	0	0	0	0	0	0	0	0	0	0	0
M-14 Concept and Miscellaneous	50	50	50	50	50	50	50	50	50	50	35	0	535
M-8 (Naperville) Demolition & Misc.	0	0	0	0	0	0	0	0	0	0	0	0	
<b>TOTALS</b>	50	50	50	50	50	50	50	50	50	50	35		535

Contract Number: RR-12-4079D

Consultant: A. Epstein and Sons International Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2023												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
<b>TOTALS</b>													0

Contract Number: RR-12-4079D

Consultant: A. Epstein and Sons International Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2024												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
<b>TOTALS</b>													0

Contract Number: RR-12-4079D

Consultant: A. Epstein and Sons International Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2025												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
<b>TOTALS</b>													0

Contract Number: RR-12-4079D

Consultant: A. Epstein and Sons International Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2026												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
<b>TOTALS</b>													0



Contract Number: RR-12-4079D

Consultant: A. Epstein and Sons International Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2027												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
<b>TOTALS</b>													

Contract Number: RR-12-4079D

Consultant: A. Epstein and Sons International Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2028												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
<b>TOTALS</b>													0

Contract Number: RR-12-4079D

Consultant: A. Epstein and Sons International Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2029												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
<b>TOTALS</b>													0

Contract Number: RR-12-4079D

Consultant: A. Epstein and Sons International Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2030												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
TOTALS													0

Contract Number: RR-12-4079D

Consultant: A. Epstein and Sons International Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2031												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
<b>TOTALS</b>													0

Contract Number: RR-12-4079D

Consultant: A. Epstein and Sons International Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2032												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
<b>TOTALS</b>													0

Contract Number: RR-12-4079D

Consultant: A. Epstein and Sons International Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2033												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
<b>TOTALS</b>														0

Contract Number: RR-12-4079D

Consultant: A. Epstein and Sons International Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2034												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
<b>TOTALS</b>													0



Contract Number: RR-12-4079D

Consultant: A. Epstein and Sons International Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2035												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
<b>TOTALS</b>													0

Contract Number: RR-12-4079D

Consultant: A. Epstein and Sons International Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2036												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
<b>TOTALS</b>													0



Contract Number: RR-12-4079D

Consultant: A. Epstein and Sons International Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2038												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
<b>TOTALS</b>													0

Contract Number: RR-12-4079D

Consultant: A. Epstein and Sons International Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2039												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
<b>TOTALS</b>													0

Contract No.: RR-12-4079D

Consultant: A. Epstein and Sons International Inc.

**EXHIBIT B: FEE CALCULATIONS**

**A. DIRECT LABOR** (without overtime)

<u>6,550.00</u> (Total Work Hours from Exhibit A)	<u>\$ 44.27</u> (Average Hourly Rate )	TOTAL DIRECT SALARY \$ <u>290,034.00</u>
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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)	

<b>DIRECT REGULAR SALARY TIMES MULTIPLIER</b>	\$ <u>812,095.20</u>
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**B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT**

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS	\$ <u>12,904.80</u>
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**C. SERVICES BY OTHERS**

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H)	\$ <u>875,000.00</u>
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Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont))	\$ <u>-</u>
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TOTAL SERVICES BY OTHERS	\$ <u>875,000.00</u>
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**D. ADDITIONAL SERVICES** (Prime Consultant)

(Requires prior authorization before use)

**ADDITIONAL SERVICES** (Subconsultants)

(Requires prior authorization before use)

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

**E. MAXIMUM ALLOWABLE FEE** (Upper Limit of Compensation)

**\$ 1,700,000.00**

Contract No.: RR-12-4079D Consultant: A. Epstein and Sons International Inc.

**EXHIBIT D**

**REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES**

- A. **VEHICLE REIMBURSEMENT - rate based on link below**  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
  
- B. **ALLOWABLE DIRECT COSTS - based on link below**  
[https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS\\_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5](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**

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**TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized) \$ 12,904.80**

Contract No.: RR-12-4079D

Consultant: A. Epstein and Sons International Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** \_\_\_\_\_

**Project Manager:** Bradley Dennis

**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. RR-12-4079D**

**A. Epstein and Sons International Inc.**

**SCOPE OF SERVICES**

Phase II design and engineering services for the following projects: Maintenance Facility M-5 Site Design, Maintenance Facility M-5 Existing Site Transition, Maintenance Facility M-11 Truck Wash Site Design,

**EXHIBIT G**

**Contract No. RR-12-4079D**

**A. Epstein and Sons International Inc.**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
RR-14-4202	Sub to Ardmore Roderick: Maintenance Facility CM Services, M-7	\$299,960.00	\$0.00	12/31/2020
RR-16-4252	Sub to ESI: Maintenance Facility CM Services, M-6	\$231,153.00	\$0.00	12/31/2020
RR-16-4267	Sub to EDI: Maintenance Facilities, PSB 16-3	\$2,025,092.00	\$47,000.00	12/31/2020
RR-17-9202	Sub to ESG: JOC Program Management Support, PSB 17-2	\$80,000.00	\$65,858.00	12/31/2021
I-17-4304	Design Upon Request PSB 17-3	\$5,000,000.00	\$429,000.00	12/31/2021
I-17-4299	Sub to Quigg: Tri-State EW Connector to Roosevelt Road PSB 17-3	\$135,181.00	\$26,000.00	12/31/2021
RR-18-4377	Sub to Ardmore Roderick: PSB 18-2	\$130,000.00	\$9,000.00	12/31/2021
RR-18-9008	Sub to Singh: PSB 18-2 – Systemwide Design Upon Request	\$200,000.00	\$195,000.00	12/31/2021
I-18-4698	Sub to ESI: PSB 18-3 – DUR/CUR	\$210,000.00	\$210,000.00	12/31/2021

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

<p>1 <u>Cotter Consulting</u></p> <table border="0"> <tr><td>Direct Labor</td><td style="text-align: right;">\$ 90,000.00</td></tr> <tr><td>Direct Costs</td><td style="text-align: right;">_____</td></tr> <tr><td>Services by Others</td><td style="text-align: right;">_____</td></tr> <tr><td>Additional Services **</td><td style="text-align: right;">_____</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td style="text-align: right;">\$ 90,000.00</td></tr> </table>	Direct Labor	\$ 90,000.00	Direct Costs	_____	Services by Others	_____	Additional Services **	_____	Total this Subconsultant (ULC)	\$ 90,000.00	<p>7 _____</p> <table border="0"> <tr><td>Direct Labor</td><td style="text-align: right;">_____</td></tr> <tr><td>Direct Costs</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Services by Others</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Additional Services **</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td style="text-align: right;">\$ -</td></tr> </table>	Direct Labor	_____	Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
Direct Labor	\$ 90,000.00																				
Direct Costs	_____																				
Services by Others	_____																				
Additional Services **	_____																				
Total this Subconsultant (ULC)	\$ 90,000.00																				
Direct Labor	_____																				
Direct Costs	\$ -																				
Services by Others	\$ -																				
Additional Services **	\$ -																				
Total this Subconsultant (ULC)	\$ -																				
<p>2 <u>GSG</u></p> <table border="0"> <tr><td>Direct Labor</td><td style="text-align: right;">\$ 60,000.00</td></tr> <tr><td>Direct Costs</td><td style="text-align: right;">\$ 1,000.00</td></tr> <tr><td>Services by Others</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Additional Services **</td><td style="text-align: right;">_____</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td style="text-align: right;">\$ 61,000.00</td></tr> </table>	Direct Labor	\$ 60,000.00	Direct Costs	\$ 1,000.00	Services by Others	\$ -	Additional Services **	_____	Total this Subconsultant (ULC)	\$ 61,000.00	<p>8 _____</p> <table border="0"> <tr><td>Direct Labor</td><td style="text-align: right;">_____</td></tr> <tr><td>Direct Costs</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Services by Others</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Additional Services **</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td style="text-align: right;">\$ -</td></tr> </table>	Direct Labor	_____	Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
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Direct Costs	\$ -																				
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Total this Subconsultant (ULC)	\$ 30,000.00																				
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Direct Costs	\$ -																				
Services by Others	\$ -																				
Additional Services **	\$ -																				
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Services by Others	\$ -																				
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Direct Labor	_____																				
Direct Costs	\$ -																				
Services by Others	\$ -																				
Additional Services **	\$ -																				
Total this Subconsultant (ULC)	\$ -																				

\*\* Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants	\$ 875,000.00
TOTAL Additional Services DBE/MBE/WBE Subconsultants	\$ -
TOTAL Allowable Fee DBE/MBE/WBE Subconsultants	\$ 875,000.00
DBE/MBE/WBE Percentage of Total Fee (includes Additional Services)	51.47%
DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services)	51.47%

**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)**

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

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

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

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

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

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

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

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

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

<b>10</b>	<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: \$ -**

# Contract Information Sheet

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

Consultant Name: Cotter Consulting, Inc

Contract Number: RR-12-4079D

Proposal Date: 3/12/2020

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-12-4079D

Consultant: Cotter Consulting, Inc

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

												Grand Total Exhibit A Hours	459
MONTHS of YEAR 2020												TOTAL HOURS	
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov		Dec
M-5 New Site Design					3	10	10	10	10	10	10	10	73
M-5 Existing Site Transition													
M-11 Truck Wash Site Design					4	8	8	8	8	8	8	8	60
M-3 (Park Ridge) Concept Plan													
M-14 Concept and Miscellaneous													
M-8 (Naperville) Demolition & Misc.													
<b>TOTALS</b>					7	18	18	18	18	18	18	18	133

Contract Number: RR-12-4079D

Consultant: Cotter Consulting, 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	
M-5 New Site Design													
M-5 Existing Site Transition	4	8	8	8	8	8	8	8	8	8	8	8	92
M-11 Truck Wash Site Design													
M-3 (Park Ridge) Concept Plan	4	8	8	8	8	8	8	8	8	8	8	8	92
M-14 Concept and Miscellaneous													
M-8 (Naperville) Demolition & Misc.	4	8	8	8	8	8	8	8	8	8	8	8	92
<b>TOTALS</b>	12	24	24	24	24	24	24	24	24	24	24	24	276

Contract Number: RR-12-4079D

Consultant: Cotter Consulting, 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	
M-5 New Site Design													
M-5 Existing Site Transition													
M-11 Truck Wash Site Design													
M-3 (Park Ridge) Concept Plan													
M-14 Concept and Miscellaneous	4	4	4	4	4	4	4	4	4	4	4	6	50
M-8 (Naperville) Demolition & Misc.													
<b>TOTALS</b>	4	4	4	4	4	4	4	4	4	4	4	6	50



**EXHIBIT F**

**Contract No. RR-12-4079D**

**Cotter Consulting, Inc**

**SCOPE OF SERVICES**

Cost Estimating and Construction Phasing

for the following projects: Maintenance Facility M-5 Site Design, Maintenance Facility M-5 Existing Site Transition, Maintenance Facility M-11 Truck Wash Site Design, Maintenance Facility M-3 (Park Ridge) Concept Plan, Maintenance Facility M-14 Concept Plan & Miscellaneous, and Maintenance Facility M-8 (Naperville) Demolition.



Contract No.: RR-12-4079D Consultant: A. Epstein and Sons International Inc.

**EXHIBIT D**

**REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES**

- A. VEHICLE REIMBURSEMENT - rate based on link below**  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
  
- B. ALLOWABLE DIRECT COSTS - based on link below**  
[https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS\\_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5](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**

\_\_\_\_\_

\_\_\_\_\_

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**TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized)** \$ 0.02

Contract No.: RR-12-4079D

Consultant: Cotter Consulting, 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 G**

**Contract No. RR-12-4079D**

**Cotter Consulting, Inc**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
RR-13-4117F	Pavement Reconstruction	\$800,000.00	\$20,000.00	12/30/2019
DOT Var Va	Various Routes	\$390,000.00	\$50,000.00	7/1/2020
Metra	UPRR North Line	\$1,200,000.00	\$90,000.00	12/31/2020
I-18-4701	490 CCM/OR	\$2,600,000.00	\$2,600,000.00	12/31/2025
RR-18-4360	CUR	\$1,800,000.00	\$400,000.00	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**

<p>1 <u>Cotter Consulting</u></p> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>7 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>
<p>2 <u>GSG</u></p> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>8 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>
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<p>4 <u>Solai Cameron</u></p> <p>Direct Labor _____</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>10 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>
<p>5 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>11 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>
<p>6 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>12 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>

\*\* Additional services funds require prior authorization before use

<b>TOTAL DBE/MBE/WBE Subconsultants</b>	<b>\$ _____ -</b>
<b>TOTAL Additional Services DBE/MBE/WBE Subconsultants</b>	<b>\$ _____ -</b>
<b>TOTAL Allowable Fee DBE/MBE/WBE Subconsultants</b>	<b>\$ _____ -</b>
<b>DBE/MBE/WBE Percentage of Total Fee (includes Additional Services)</b>	<b>_____</b>
<b>DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services)</b>	<b>_____</b>

**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)**

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

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

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

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

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

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

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

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

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

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

\*\* Additional services funds require prior authorization before use

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

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 -

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

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

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# Contract Information Sheet

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

Consultant Name: GSG Consultants, Inc.

Contract Number: RR-12-4079D

Proposal Date: 3/12/2020

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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



Contract Number: RR-12-4079D

Consultant: GSG Consultants, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

													Grand Total Exhibit A Hours	536
MONTHS of YEAR 2020													TOTAL HOURS	
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
M-5 New Site Geotech.					20	60	60	60	40	16			256	
M-5 New Site Environmental					20	60	60	60	60	12	8		280	
<b>TOTALS</b>					40	120	120	120	100	28	8		536	



Contract No.: RR-12-4079D Consultant: GSG Consultants, Inc.

**EXHIBIT D**

**REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES**

- A. **VEHICLE REIMBURSEMENT** - rate based on link below  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
  
- B. **ALLOWABLE DIRECT COSTS** - based on link below  
[https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS\\_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5](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**

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**TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized)** \$ 998.02

Contract No.: RR-12-4079D

Consultant: GSG Consultants, Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** \_\_\_\_\_

**Project Manager:** \_\_\_\_\_

**Project Engineer:** \_\_\_\_\_

**Resident Engineer:** \_\_\_\_\_

**Documentation Engineer:** \_\_\_\_\_

**Project Civil Engineer:** \_\_\_\_\_

**Project Structural Engineer:** \_\_\_\_\_

**Project Drainage Engineer:** \_\_\_\_\_

**Senior Engineer:** \_\_\_\_\_

**Others:** Name: \_\_\_\_\_

Classification: \_\_\_\_\_

Name: \_\_\_\_\_

Classification: \_\_\_\_\_

Name: \_\_\_\_\_

Classification: \_\_\_\_\_

Name: \_\_\_\_\_

Classification: \_\_\_\_\_

**EXHIBIT F**

**Contract No. RR-12-4079D**

**GSG Consultants, Inc.**

**SCOPE OF SERVICES**

Geotechnical borings, laboratory testing , design, & reports for building and pavement design and environmental borings and laboratory testing for the new Maintenance Facility M-5.

**EXHIBIT G**

**Contract No. RR-12-4079D**

**GSG Consultants, Inc.**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
4300	Geotechnical - I294	\$2,310,302.96	\$550,000.00	6/30/2020
4656	Geotechnical - EOWA	\$1,225,000.00	\$450,000.00	6/30/2020
4659	Assessment and CM	\$2,275,000.00	\$250,000.00	6/30/2020
4677	Geotechnical - EOWA	\$556,000.00	\$25,000.00	6/30/2020
4257	Environmental - Various	\$750,000.00	\$645,000.00	12/31/2020
9775	GEC	\$10,724,576.00	\$5,300,000.00	12/31/2021
4301	Geotechnical - I294	\$762,000.00	\$200,000.00	6/30/2020
4298	Geotechnical - I294	\$1,125,000.00	\$200,000.00	6/30/2020
4698	Geotechnical - I294	\$490,000.00	\$50,000.00	6/30/2020

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

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

\*\* Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants	\$ -
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)**

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

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

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

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

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

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

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

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

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

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

\*\* Additional services funds require prior authorization before use

**TOTAL 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: Quigg

Contract Number: RR-12-4079D

Proposal Date: 3/12/2020

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-12-4079D

Consultant: Quigg

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2020												Grand Total Exhibit A Hours	5364
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL HOURS	
M-5 New Site Design					40	40	40	40	40	40	40	40	320	
M-5 New - Environmental					40	40	40	40	40	40	40	40	320	
M-5 New - Survey					48	48	48						144	
M-5 Existing														
M-5 Existing Environmental														
M-5 Existing Survey					40	40	40	40	40	40	40	40	320	
M-11 Site Design					40	40	40	40	40	40	40	40	320	
M-11 Environmental					32	32	32						96	
M-11 Survey														
M-3 Concept														
M-3 Environmental														
M-3 Survey														
M-14 & Misc. - Concept														
M-14 & Misc. - Environmental														
M-14 & Misc. - Survey														
M-8 Demo.														
M-8 Demo. Environmental														
M-8 Survey														
<b>TOTALS</b>					240	240	240	160	160	160	160	160	1520	

Contract Number: RR-12-4079D

Consultant: Quigg

**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	
M-5 New - Site Design													
M-5 New - Environmental													
M-5 New Survey													
M-5 Existing - Site Design	40	40	40	40	40	40	40	40	40	40	40	40	480
M-5 Existing - Environmental	40	40	40	40	40	40	40	40	40	40	40	40	480
M-5 Existing - Survey	40	40	40										120
M-11 Site Design													
M-11 Environmental													
M-11 Survey													
M-3 Site Design	40	40	40	40	40	40	40	40	40	40	40	40	480
M-3 Environmental	24	24	24	24	24	24	24	24	24	24	24	24	288
M-3 Survey	32	32	32										96
M-14 & Misc. - Concept													
M-14 & Misc. - Environmental													
M-14 & Misc. - Survey													
M-8 Demo. Design	40	40	40	40	40	40	40	40	40	40	40	40	480
M-8 Demo. Environmental	32	32	32	32	32	32	32	32	32	32	24	20	364
M-8 Demo Survey	32	32	32										96
<b>TOTALS</b>	<b>320</b>	<b>320</b>	<b>320</b>	<b>216</b>	<b>216</b>	<b>216</b>	<b>216</b>	<b>216</b>	<b>216</b>	<b>216</b>	<b>208</b>	<b>204</b>	<b>2884</b>

Contract Number: RR-12-4079D

Consultant: Quigg

**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	
M-5 New - Site Design													
M-5 New - Environmental													
M-5 New Survey													
M-5 Existing - Site Design													
M-5 Existing - Environmental													
M-5 Existing - Survey													
M-11 Site Design													
M-11 Environmental													
M-11 Survey													
M-3 Site Design													
M-3 Environmental													
M-3 Survey													
M-14 & Misc. - Concept	40	40	40	40	40	40	40	40	40	40	40	40	480
M-14 & Misc. - Environmental	32	32	32	32	32	32	32	32	32	32	32	32	384
M-14 & Misc. - Survey	32	32	32										96
M-8 Demo. Design													
M-8 Demo. Environmental													
M-8 Demo Survey													
<b>TOTALS</b>	104	104	104	72	72	72	72	72	72	72	72	72	960

Contract No.: RR-12-4079D Consultant: Quigg

**EXHIBIT B: FEE CALCULATIONS**

**A. DIRECT LABOR (without overtime)**

<u>5,364.00</u> (Total Work Hours from Exhibit A)	<u>\$ 45.55</u> (Average Hourly Rate )	TOTAL DIRECT SALARY \$ <u>244,330.20</u>
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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)	

<b>DIRECT REGULAR SALARY TIMES MULTIPLIER</b>	\$ <u>684,124.56</u>
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**B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT**

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS	\$ <u>9,875.44</u>
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**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	\$ _____ -
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**D. ADDITIONAL SERVICES (Prime Consultant)**

\_\_\_\_\_ (Requires prior authorization before use)

**ADDITIONAL SERVICES (Subconsultants)**

\_\_\_\_\_ (Requires prior authorization before use)

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

**E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)**

<b>\$ <u>694,000.00</u></b>
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**Contract No.:** RR-12-4079D      **Consultant:** Quigg

**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](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**

\_\_\_\_\_

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**TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized)**      **\$ 9,875.44**

Contract No.: RR-12-4079D

Consultant: Quigg

**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. RR-12-4079D**

**Quigg**

**SCOPE OF SERVICES**

Phase I and phase II civil site design and engineering, environmental reporting, and topographic survey for the following projects: Maintenance Facility M-5 Site Design, Maintenance Facility M-5 Existing Site Transition, Maintenance Facility M-11 Truck Wash Site Design, Maintenance Facility M-3 (Park Ridge) Concept Plan, Maintenance Facility M-14 Concept Plan & Miscellaneous, and Maintenance Facility M-8 (Naperville) Demolition.



**EXHIBIT G**

**Contract No. RR-12-4079D**

**Quigg**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
RR-14-4221	PSB 14-3 Lochner/HDR/Quigg JV	\$5,065,400	\$50,000	4/1/2020
I-12-4058	PSB 12-3 SpaceCo Survey	\$300,000	\$120,000	12/31/2019
I-17-4296	PSB17-3 HDR Tri-State, 95th to LaGrange	\$865,000	\$180,000	12/31/2019
I-17-4229	PSB 17-3 Tri-State, EW Connector	\$2,485,000	\$130,000	12/31/2019
I-17-4678	PSB 17-2 Burns & McD EOWA	\$253,000	\$200,000	12/31/2019
MO-17-1238	PSB 17-3 Materials Engineering	\$387,000	\$80,000	\$43,921
RR-18-4379	PSB 18-2 Wood I-88	\$176,000	\$70,000	12/31/2019
I-18-4352	PSB 18-2 Upchurch I-88	\$426,000	\$350,000	12/31/2020
I-17-4302	PSB 17-3 Baker-v3 I-294	\$440,000	\$60,000	12/31/2020
I-15-4660	PSB 15-2-9 Land Acq Services	\$270,000	\$200,000	12/31/2021
I-19-4463	PSB 19-1 CUR	\$400,000	\$400,000	12/31/2021
PTB 156-035	Phase II, IL 97, IDOT District 6	\$1,163,000	\$420,000	12/31/2019
PTB 169-001	Phase I, I-290 Bridges IDOT District 1	\$1,001,000	\$50,000	12/31/2019
PTB 185-002	Phase II, V/V, IDOT District 1	\$500,000	\$100,000	12/31/2019
PTB 176-028	BMPR Technicians	\$2,500,000	\$250,000	12/31/2020
PTB 178-014	Phase III, Various, IDOT District 6	\$1,000,000	\$250,000	12/31/2020
PTB 180-022	Various Survey, IDOT District 7	\$250,000	\$180,000	12/31/2020
PTB 185-021	Phase I/II IDOT District 8 PM	\$750,000	\$420,000	12/31/2020
PTB 191-002	Phase II IDOT District 1	\$1,000,000	\$500,000	12/31/2021
Various	Various work as Sub-Consultant -	\$6,219,000	\$3,210,000	12/31/2020
	CDOT	\$1,500,000	\$250,000	12/31/2020
	Miscellaneous	\$2,400,000	\$600,000	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**

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

\*\* Additional services funds require prior authorization before use

<b>TOTAL DBE/MBE/WBE Subconsultants</b>	<b>\$ _____ -</b>
<b>TOTAL Additional Services DBE/MBE/WBE Subconsultants</b>	<b>\$ _____ -</b>
<b>TOTAL Allowable Fee DBE/MBE/WBE Subconsultants</b>	<b>\$ _____ -</b>
<b>DBE/MBE/WBE Percentage of Total Fee (includes Additional Services)</b>	<b>_____</b>
<b>DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services)</b>	<b>_____</b>

# Contract Information Sheet

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

Consultant Name: Solai & Cameron

Contract Number: RR-12-4079D

Proposal Date: 3/12/2020

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-12-4079D

Consultant: Solai & Cameron

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

													Grand Total Exhibit A Hours	153
MONTHS of YEAR 2020													TOTAL HOURS	
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
M-5 New Site Design					8	8	8	8	8	8	8	4	60	
M-5 Existing Site Transition														
M-11 Truck Wash Site Design					6	6	6	6	6	6	6	8	50	
M-3 (Park Ridge) Concept Plan														
M-14 Concept and Miscellaneous														
M-8 (Naperville) Demolition & Misc.														
<b>TOTALS</b>					14	14	14	14	14	14	14	12	110	

Contract Number: RR-12-4079D

Consultant: Solai & Cameron

**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	
M-5 New Site Design													
M-5 Existing Site Transition	1	1	1	1	1	2	4	4	4	4	4	4	4
M-11 Truck Wash Site Design													
M-3 (Park Ridge) Concept Plan							1	1	1	1			
M-14 Concept and Miscellaneous													
M-8 (Naperville) Demolition & Misc.							1	1	1	1			
<b>TOTALS</b>	1	1	1	1	1	2	6	6	6	6	4	4	39









Contract No.: RR-12-4079D

Consultant: Solai & Cameron

**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. RR-12-4079D**

**Solai & Cameron**

**SCOPE OF SERVICES**

Technology, communications, and security design for the following projects: Maintenance Facility M-5 Site Design, Maintenance Facility M-5 Existing Site Transition, Maintenance Facility M-11 Truck Wash Site Design, Maintenance Facility M-3 (Park Ridge) Concept Plan, Maintenance Facility M-14 Concept Plan & Miscellaneous, and Maintenance Facility M-8 (Naperville) Demolition.

**EXHIBIT G**

**Contract No. RR-12-4079D**

**Solai & Cameron**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
none				

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

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

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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) \_\_\_\_\_