

## RESOLUTION NO. 21940

**Background**

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No 20760 approved July 23, 2015, entered into an Agreement with H.W. Lochner Inc./HDR Engineering, Inc./Quigg Engineering Inc. on Contract RR-14-4221 for Design Services on the Tri-State Tollway (I-294) at Mile Post 21.5 (Mile-Long Bridge).

Per Tollway request, H.W. Lochner, Inc./HDR Engineering, Inc./Quigg Engineering, Inc. submitted a proposal to provide Supplemental Design Services for Contract RR-14-4221, increasing the contract upper limit by \$2,154,100.00, from \$38,900,334.54 to \$41,054,434.54. It is necessary and in the best interest of the Tollway to accept the proposal from H.W. Lochner Inc./HDR Engineering, Inc./Quigg Engineering Inc.

**Resolution**

The Chief Engineering Officer is authorized to negotiate an Amended Agreement with H.W. Lochner Inc./HDR Engineering, Inc./Quigg Engineering Inc., consistent with the aforementioned proposal, to increase the contract upper limit by \$2,154,100.00, subject to review and approval of the General Counsel. The Chairman/Chief Executive Officer of the Tollway is authorized to execute the Agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:

  
Chairman

**Contract No RR-14-4221**

# Unified Certification Program - Search

**Contractor Details**

[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

**NAICS**

541330-Engineering  
Services  
541370-Surveying &  
Mapping (except  
Geophysical) Serv.  
541620-Environmental  
Consultant Services

**Speciality**

541330- FREEWAYS  
LOCATION DRAINAGE  
TRAFFIC SIGNALS  
HYDRAULIC REPORTS -  
PUMP STATIONS  
RECONSTRUCTION/MAJOR  
REHABILITATION  
REHABILITATION  
STUDIES: TRAFFIC  
STUDIES: SAFETY  
STUDIES: FEASIBILITY  
AERONAUTICS: DESIGN  
ROADS AND STREETS  
NEW  
CONSTRUCTION/MAJOR  
RECONSTRUCTION  
HIGHWAY STRUCTURE:  
ADVANCED TYPICAL  
HIGHWAY STRUCTURE:  
TYPICAL  
HIGHWAY STRUCTURE:  
SIMPLE  
AERONAUTICS:  
CONSTRUCTION  
INSPECTION  
AERONAUTICS: PLANNING  
& SPECIAL SERVICES  
WATERWAYS: TYPICAL  
SPEC. SERVS.:  
CONSTRUCTION  
INSPECTION  
541370- SURVEYING  
541620- ENVIRONMENTAL  
ASSESSMENT

Services Publications/Forms Departments News Contact



Office of the Secretary of State Jesse White

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## Corporation/LLC Search/Certificate of Good Standing

### Corporation File Detail Report

File Number 10980313  
Entity Name H. W. LOCHNER, INC.  
Status ACTIVE

#### Entity Information

Entity Type CORPORATION  
Type of Corp FOREIGN BCA  
Qualification Date Thursday, 7 June 1956  
(Foreign)  
State WISCONSIN  
Duration Date PERPETUAL

#### Agent Information

Name C T CORPORATION SYSTEM  
Address 208 SO LASALLE ST, SUITE 814  
CHICAGO , IL 60604

Change Date                      Wednesday, 21 December 2011

**Annual Report**

Filing Date                      Monday, 24 June 2019

For Year                          2019

**Officers**

President                          JEANNE CORMIER 225 W WASHINGTON 12TH FL CHICAGO 60606  
Name & Address

Secretary                         BARBARA CLEMENS NOVAK SAME ADDRESS  
Name & Address

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

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Thu Dec 26 2019

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## Corporation/LLC Search/Certificate of Good Standing

### Corporation File Detail Report

File Number	53886078
Entity Name	HDR ENGINEERING, INC.
Status	ACTIVE

#### Entity Information

Entity Type	CORPORATION
Type of Corp	FOREIGN BCA
Qualification Date (Foreign)	Monday, 24 June 1985
State	NEBRASKA
Duration Date	PERPETUAL

#### Agent Information

Name	C T CORPORATION SYSTEM
Address	208 SO LASALLE ST, SUITE 814 CHICAGO , IL 60604

Change Date Monday, 24 June 1985

**Annual Report**

Filing Date Friday, 31 May 2019

For Year 2019

**Officers**

President CHARLES L O'REILLY 2121 S 64TH PLZA #401 OMAHA, NE 68106  
Name & Address

Secretary JODY K DEBS 1142 S VINE ST DENVER CO 80210  
Name & Address

**Old Corp Name**

11/23/1987 HDR INFRASTRUCTURE, INC.

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## Corporation/LLC Search/Certificate of Good Standing

### Corporation File Detail Report

File Number 64887912  
Entity Name QUIGG ENGINEERING INC.  
Status ACTIVE

#### Entity Information

Entity Type CORPORATION  
Type of Corp DOMESTIC BCA  
Incorporation Date (Domestic) Friday, 5 May 2006  
State ILLINOIS  
Duration Date PERPETUAL

#### Agent Information

Name FRANCISCO E. CONNELL  
Address 30 S WACKER DR STE 2600  
CHICAGO , IL 60606



Change Date Thursday, 10 January 2019

**Annual Report**

Filing Date Monday, 8 April 2019

For Year 2019

**Officers**

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

Secretary  
Name & Address REBECCA STOCKER 1876 LITERBERRY TRIOPIA JACKSONVILLE 62650

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Thu Dec 26 2019

**Gomez, Graciela**

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**From:** Gomez, Graciela  
**Sent:** Monday, January 06, 2020 12:02 PM  
**To:** Gomez, Graciela  
**Subject:** Contract No RR-14-4221 - H.W. Lochner, Inc. FEIN [REDACTED]

OCIS CICIOCP1                      OFFSET CONTRACT INQUIRY                      12:01 01/06/20

ACTION: S

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

DISCLAIMER:  
AS OF 01/06/20 AT 12:01 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*\* [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

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**Gomez, Graciela**

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**From:** Gomez, Graciela  
**Sent:** Monday, January 06, 2020 12:05 PM  
**To:** Gomez, Graciela  
**Subject:** Contract No RR-14-4221 - HDR Engineering, Inc. FEIN [REDACTED]

OCIS CICIOCP1                      OFFSET CONTRACT INQUIRY                      12:03 01/06/20

ACTION: S

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

DISCLAIMER:

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**Gomez, Graciela**

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**From:** Gomez, Graciela  
**Sent:** Monday, January 06, 2020 12:07 PM  
**To:** Gomez, Graciela  
**Subject:** Contract No RR-14-4221 - American First Contracting, Inc. - [REDACTED]

OCIS CICIOCP1                      OFFSET CONTRACT INQUIRY                      12:05 01/06/20

ACTION: S

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

DISCLAIMER:  
AS OF 01/06/20 AT 12:06 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*\*[REDACTED]7. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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DESIGN SECTION ENGINEER  
FIRST SUPPLEMENTAL AGREEMENT INCLUDING TEAMING

The Board of Directors, on the 16<sup>th</sup> day of **January, 2020**, authorized this **FIRST SUPPLEMENTAL AGREEMENT** to be entered into by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter sometimes referred to as "TOLLWAY", and the Team comprised of **H.W. LOCHNER, INC. / HDR ENGINEERING, INC. / QUIGG ENGINEERING, INC.** authorized and existing within the laws of the State of Illinois, hereinafter sometimes referred to as "DESIGN SECTION ENGINEER".

W I T N E S S E T H:

WHEREAS, the TOLLWAY selected the DESIGN SECTION ENGINEER from **PSB 14-3, Item 1**, and DESIGN SECTION ENGINEER entered into an agreement on **July 23, 2015**, to provide design section engineering services (hereinafter "Services") for Contract No. **RR-14-4221** for **Bridge Rehabilitation/Reconstruction, Tri-State Tollway (I-294) Mile Post 21.5 (Mile-Long Bridge)**; and

WHEREAS, additional supplemental Services are necessary due to the increased scope of the work; and

WHEREAS, DESIGN SECTION ENGINEER has submitted a proposal dated **December 16, 2019**, a copy of which is attached hereto as Exhibit "1", to provide said additional Services, and it is in the best interest of the TOLLWAY to accept said proposal.

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

ARTICLE I

General Provisions

Except as modified or changed herein, all terms, provisions and conditions contained in the original agreement between the TOLLWAY and the DESIGN SECTION ENGINEER dated **July 23, 2015** ("Original Agreement") and commonly referred to as Contract No. **RR-14-4221**, 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-14-4221 for Bridge Rehabilitation/Reconstruction, Tri-State Tollway (I-294) Mile Post 21.5 (Mile-Long Bridge)** 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-14-4221 for Bridge Rehabilitation/Reconstruction, Tri-State Tollway (I-294) Mile Post 21.5 (Mile-Long Bridge)** performed by the DESIGN SECTION ENGINEER under the Original Agreement and including the services set forth herein, is hereby increased from **\$38,900,334.54** by **\$2,154,100.00** to **\$41,054,434.54**.



## 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.

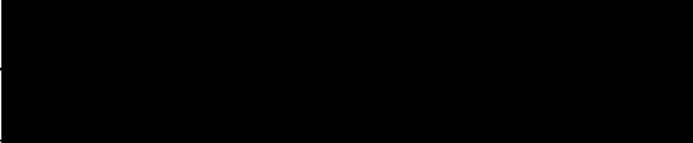
IN WITNESS WHEREOF, the parties hereto have executed this **FIRST SUPPLEMENTAL AGREEMENT** for **RR-14-4221** the day and year first above written.

THE ILLINOIS STATE TOLL  
HIGHWAY AUTHORITY

H.W. LOCHNER, INC. /  
HDR ENGINEERING, INC. /  
QUIGG ENGINEERING, INC.

By 

03/31/2020



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

Date

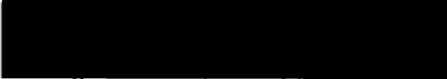
President-Signature  
H.W. Lochner, Inc.

Date 1/28/2020

JENNIFER T. CORMIER

Printed Name as Signed Above

APPROVED:



March 31, 2020



Executive Director - Signature  
Jose Alvarez

Date

Vice President-Signature  
HDR Engineering, Inc.

APPROVED:



3/13/2020

Thomas Hein

Printed Name as Signed Above

Chief Financial Officer - Signature  
Michael Golsch

Date

President-Signature  
Quigg Engineering, Inc.

APPROVED:



3/11/2020

General Counsel - Signature  
Kathleen Pasulka-Brown

Date

MOHAMMED SALEEM

Printed Name as Signed Above

Approved as to Form and Constitutionality



3-11-2020

Attorney General, State of Illinois - Signature Date

DESIGN SECTION ENGINEER  
FIRST SUPPLEMENTAL AGREEMENT INCLUDING TEAMING

The Board of Directors, on the **16<sup>th</sup>** day of **January, 2020**, authorized this **FIRST SUPPLEMENTAL AGREEMENT** to be entered into by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter sometimes referred to as "TOLLWAY", and the Team comprised of **H.W. LOCHNER, INC. / HDR ENGINEERING, INC. / QUIGG ENGINEERING, INC.** authorized and existing within the laws of the State of Illinois, hereinafter sometimes referred to as "DESIGN SECTION ENGINEER".

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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

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### 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

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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-14-4221 for Bridge Rehabilitation/Reconstruction, Tri-State Tollway (I-294) Mile Post 21.5 (Mile-Long Bridge)** performed by the DESIGN SECTION ENGINEER under the Original Agreement and including the services set forth herein, is hereby increased from **\$38,900,334.54** by **\$2,154,100.00** to **\$41,054,434.54**.

## 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-14-4221** the day and year first above written.

THE ILLINOIS STATE TOLL  
HIGHWAY AUTHORITY

H.W. LOCHNER, INC. /  
HDR ENGINEERING, INC. /  
QUIGG ENGINEERING, INC.

By 

03/31/2020



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

Date

President-Signature  
H.W. Lochner, Inc.

Date 11/28/2020

Jeanne T. Cormier

Printed Name as Signed Above

APPROVED:



March 31, 2020



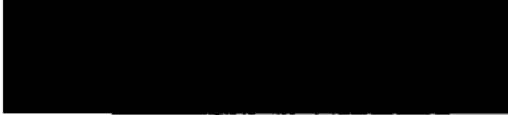
Executive Director - Signature  
Jose Alvarez

Date

Vice

President-Signature  
HDR Engineering, Inc.

APPROVED:



3/13/2020

Thomas Hein

Printed Name as Signed Above

Chief Financial Officer - Signature  
Michael Golsch

Date

President-Signature  
Quigg Engineering, Inc.

APPROVED:



3/11/2020

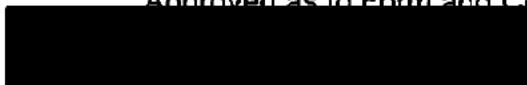
MOHAMMED SALEEM

Printed Name as Signed Above

General Counsel - Signature  
Kathleen Pasulka-Brown

Date

Approved as to Form and Constitutionality



3-11-2020

Attorney General, State of Illinois - Signature Date

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

**FOR CONTRACT NUMBER RR-14-4221**

This proposal, dated December 16, 2019, is submitted by H.W. Lochner, Inc./HDR Engineering, Inc/Quigg Engineering, Inc. of Chicago, Illinois for Design Section Engineer's Service.

**DESCRIPTION/LOCATION OF DESIGN SECTION**

The location of the construction Contract RR-14-4221 for which we propose to provide Design Section Engineering Services is Tri-State Tollway, Bridge Rehabilitation / Reconstruction, Mile-Long Bridge (MP 21.5), in Cook County (Counties), Illinois.

**REAFFIRMATION OF ORIGINAL AGREEMENT**

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

**SCOPE OF SUPPLEMENTAL DESIGN SECTION ENGINEERING SERVICES**

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

**FEE PROPOSAL**

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

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

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



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

AGREEMENT LIMITS

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

The Upper Limit Compensation shall be increased

from \$ 38,900,334.54 by \$ 2,154,100.00 to \$ 41,054,434.54.

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

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

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

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

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

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

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

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

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

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

PARTIAL PAYMENTS

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

REVISIONS TO SUPPLEMENTAL SCOPE OF WORK

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

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

**CONTRACT RR-14-4221**

**SUBMITTED BY:**

**FIRM NAME:** H.W. Lochner, Inc.

**ADDRESS:** 225 West Washington Street – 12th Floor

**CITY, STATE &  
ZIP CODE:** Chicago, Illinois 60606

**TELEPHONE:** 312-372-3011

**FACSIMILE:** 312-372-5974

**SIGNED BY:** 

**PRINTED NAME:** Jeanne Cormier

**TITLE:** President & CEO



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/02/2020

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> Willis Towers Watson Midwest, Inc. fka Willis of Illinois, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT</b> NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
<b>INSURED</b> H.W. Lochner, Inc. 225 West Washington, Suite 1200 Chicago, IL 60606	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Lexington Insurance Company NAIC# 19437 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

**COVERAGES**                      **CERTIFICATE NUMBER: W15632589**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b>					
	CLAIMS-MADE      OCCUR					EACH OCCURRENCE \$
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER					GENERAL AGGREGATE \$
	POLICY      PRO-JECT      LOC					PRODUCTS - COMP/OP AGG \$
	OTHER					\$
	<b>AUTOMOBILE LIABILITY</b>					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY      SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY      NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
						\$
	<b>UMBRELLA LIAB</b> OCCUR					EACH OCCURRENCE \$
	<b>EXCESS LIAB</b> CLAIMS-MADE					AGGREGATE \$
	DED      RETENTIONS					\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>					PER STATUTE      OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A			E L EACH ACCIDENT \$
	If yes describe under DESCRIPTION OF OPERATIONS below					E L DISEASE - EA EMPLOYEE \$
						E L DISEASE - POLICY LIMIT \$
A	Professional Liability		044177432	05/01/2019	05/01/2020	Per Claim: \$2,000,000 Aggregate: \$2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 This Void and Replaces Previously Issued Certificate Dated 04/29/2019 WITH ID: W11106286.

H. W. Lochner, Job No. 10688, ISTHA PSB 14-3, Item 1, Tollway Project RR-14-4221

Tri-State Tollway, Bridge Rehabilitation-Reconstruction, Mile-Long Bridge (MP215)  
 Engineering studies and the preparation of contracts plans and specifications for Proposed bridge rehabilitation and

<b>CERTIFICATE HOLDER</b>  Illinois State Toll Highway Authority 2700 Ogden Avenue Downers Grove, IL 60515	<b>CANCELLATION</b>  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 
--	--

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc. fka Willis of Illinois, Inc.		NAMED INSURED H.W. Lochner, Inc. 225 West Washington, Suite 1200 Chicago, IL 60606	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

bridge reconstruction and widening of the Mile-Long Bridge in Cook County, Illinois.



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

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |  |  |
|--|--|
| <p><b>A. BROAD FORM NAMED INSURED</b></p> <p><b>B. BLANKET ADDITIONAL INSURED</b></p> <p><b>C. EMPLOYEE HIRED AUTO</b></p> <p><b>D. EMPLOYEES AS INSURED</b></p> <p><b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b></p> <p><b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b></p> <p><b>G. WAIVER OF DEDUCTIBLE – GLASS</b></p> | <p><b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b></p> <p><b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b></p> <p><b>J. PERSONAL PROPERTY</b></p> <p><b>K. AIRBAGS</b></p> <p><b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b></p> <p><b>M. BLANKET WAIVER OF SUBROGATION</b></p> <p><b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b></p> |
|--|--|

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

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

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

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

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

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

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b. in B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your



You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

**G. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

**H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

**I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

**J. PERSONAL PROPERTY**

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

**Personal Property**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

**K. AIRBAGS**

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

**L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 00 03 13 (00) - 01**

POLICY NUMBER: UB-4K204617-19

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

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

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

**SCHEDULE**

**DESIGNATED PERSON:**

**DESIGNATED ORGANIZATION:**

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED  
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS  
WAIVER.**

DATE OF ISSUE: 05-02-17

ST ASSIGN:

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

## **XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li><b>A. Non-Owned Watercraft – 75 Feet Long Or Less</b></li> <li><b>B. Who Is An Insured – Unnamed Subsidiaries</b></li> <li><b>C. Who Is An Insured – Retired Partners, Members, Directors And Employees</b></li> <li><b>D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees</b></li> <li><b>E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies</b></li> <li><b>F. Blanket Additional Insured – Controlling Interest</b></li> <li><b>G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers</b></li> </ul> | <ul style="list-style-type: none"> <li><b>H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises</b></li> <li><b>I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</b></li> <li><b>J. Incidental Medical Malpractice</b></li> <li><b>K. Medical Payments – Increased Limit</b></li> <li><b>L. Amendment Of Excess Insurance Condition – Professional Liability</b></li> <li><b>M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement</b></li> <li><b>N. Contractual Liability – Railroads</b></li> </ul> |
|---|---|

**PROVISIONS**

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

1. The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
  - (2) A watercraft you do not own that is:
    - (a) 75 feet long or less; and
    - (b) Not being used to carry any person or property for a charge;
2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:
  - e. Any person or organization that, with your express or implied consent, either

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

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

**B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

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

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

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

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

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

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

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

- 4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

- 5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

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

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

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

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

**K. MEDICAL PAYMENTS – INCREASED LIMIT**

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

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

**L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY**

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

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

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

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

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

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed; subsequent to the signing of that contract or agreement.

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

## **BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

**3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

**Duties Of An Additional Insured**

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

# Contract Information Sheet

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

Joint Venture / Team: H.W. Lochner / HDR Engineering / Quigg Engineering

Lead Partner: H.W. Lochner, Inc.

2nd Partner: HDR Engineering, Inc.

3rd Partner: Quigg Engineering, Inc.

Contract Number: RR-14-4221

Proposal Date: 12/16/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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











Contract No.: RR-14-4221

Lead Partner: H.W. Lochner, Inc.

**EXHIBIT B: FEE CALCULATIONS**

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

<u>5749.00</u> (Total Work Hours from Exhibit A)	\$ <u>50.02</u> (Average Hourly Rate )	TOTAL DIRECT SALARY \$ <u>287,564.98</u>
--	--	--

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

<b>DIRECT REGULAR SALARY TIMES MULTIPLIER</b>	\$ <u>805,181.94</u>
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**B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT**

(Total for Joint Venture/Team listed above.)

TOTAL DIRECT COSTS	\$ <u>30,688.08</u>
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**C. SERVICES BY OTHERS**

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

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

TOTAL SERVICES BY OTHERS	<u>See JV Summary</u>
--------------------------	-----------------------

**D. ADDITIONAL SERVICES (Prime Consultant)**

See JV Summary  
(Requires prior authorization before use)

**ADDITIONAL SERVICES (Subconsultants)**

See JV Summary  
(Requires prior authorization before use)

TOTAL ADDITIONAL SERVICES	<u>See JV Summary</u>
(Requires prior authorization before use)	

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

**\$ 835,870.02**

Contract No.: RR-14-4221

2nd Partner: HDR Engineering, Inc.

**EXHIBIT B: FEE CALCULATIONS**

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

<u>5217.00</u> (Total Work Hours from Exhibit A)	\$ <u>49.00</u> (Average Hourly Rate )	TOTAL DIRECT SALARY \$ <u>255,633.00</u>
--	--	--

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

**DIRECT REGULAR SALARY TIMES MULTIPLIER** \$ 715,772.40

**B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT**

(Total for Joint Venture/Team listed above.)

TOTAL DIRECT COSTS \$ 27,454.40

**C. SERVICES BY OTHERS**

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

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

TOTAL SERVICES BY OTHERS See JV Summary

**D. ADDITIONAL SERVICES (Prime Consultant)**

See JV Summary  
(Requires prior authorization before use)

**ADDITIONAL SERVICES (Subconsultants)**

See JV Summary  
(Requires prior authorization before use)

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

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

\$ 743,226.80

Contract No.: RR-14-4221

3rd Partner: Quigg Engineering, Inc.

**EXHIBIT B: FEE CALCULATIONS**

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

<u>4105.00</u> (Total Work Hours from Exhibit A)	\$ <u>44.30</u> (Average Hourly Rate)	TOTAL DIRECT SALARY \$ <u>181,851.50</u>
--	---	--

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

DIRECT REGULAR SALARY TIMES MULTIPLIER	\$ <u>509,184.20</u>
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**B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT**

(Total for Joint Venture/Team listed above.)

TOTAL DIRECT COSTS	\$ <u>10,232.00</u>
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**C. SERVICES BY OTHERS**

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

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

TOTAL SERVICES BY OTHERS	<u>See JV Summary</u>
--------------------------	-----------------------

**D. ADDITIONAL SERVICES (Prime Consultant)**

See JV Summary  
(Requires prior authorization before use)

**ADDITIONAL SERVICES (Subconsultants)**

See JV Summary  
(Requires prior authorization before use)

TOTAL ADDITIONAL SERVICES	<u>See JV Summary</u>
(Requires prior authorization before use)	

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

\$ 519,416.20

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

1

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

7

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

2

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

8

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

3

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

9

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

4

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

10

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

5

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

11

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



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

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

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

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

**EXHIBIT H - SERVICES BY OTHERS (continued)**

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

**OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)**

<p>1 <u>American First Contracting</u></p> <p>Direct Labor \$ 54,086.98</p> <p>Direct Costs \$ 1,500.00</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ 55,586.98</p>	<p>6 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>2 _____</p> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ -</p>	<p>7 _____</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>3 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>	<p>8 _____</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>4 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>	<p>9 _____</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>5 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>	<p>10 _____</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>

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

TOTAL Non-DBE/MBE/WBE Subconsultants: \$ 55,586.98

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

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 55,586.98

# Contract Information Sheet

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

Consultant Name: H.W. Lochner, Inc.

Contract Number: RR-14-4221

Proposal Date: 12/16/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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













## ALLOWABLE DIRECT COSTS

09.12.2018

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

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

## ALLOWABLE DIRECT COSTS

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

## ALLOWABLE DIRECT COSTS

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

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

### NOTES:

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

Contract No.: RR-14-4221

Consultant: H.W. Lochner, Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** Daniel W. Herring, P.E., S.E.

**Project Manager:** Richard W. Cholewa, P.E., S.E.

**Project Engineer:** Michael Zorn, P.E., PMP

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

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

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

**Project Structural Engineer:** JianQing (Robert) Hong, P.E., S.E.

**Project Drainage Engineer:** Andrew W. McKenna, P.E., CFM, CPESC

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

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

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

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

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

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

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

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

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

**Exhibit F**  
**Scope of Services (Supplement No. 1)**

**Tollway Contract RR-14-4221**

**Tri-State Tollway**  
**Bridge Rehabilitation / Reconstruction**  
**Mile-Long Bridge (MP 21.5)**

**LHQ Tri-State Partners**  
**(H.W. Lochner, Inc. Scope of Services)**

December 16, 2019

H.W. Lochner, Inc. will contribute to the following supplemental tasks:

1. Non-Performance Based Noise Abatement Walls

Performance Based Noise Abatement Walls were required per the Master Plan Phase and reflected in our Pre-Final (95%) Design Submittal for contract I-18-4431. Subsequently the DSE was directed to develop designs for the Noise Abatement Walls in our section where possible. Noise abatement Wall 2C is a ground mounted, crashworthy noise wall with a variable exposed height of between 18 and 20 feet and is approximately 870 feet long. The wall runs along the outside shoulder of I-294 SB between the South Abutment of the SB Mile Long Bridge and the North Abutment of I-294 over La Grange Road Bridge.

2. Construction Sequence Changes

The Tollway and DCM are currently investigating options for advancing construction on contracts 4296 and 4297 adjacent to the Mile Long Bridge project (4221). The Pre-Final (95%) submittal assumed 4221 would be tying into existing conditions north and south of the project. Accelerating construction of adjacent projects will require revisions to 4221 design elements, including MOT, drainage, signing, ITS and lighting.

3. Additional Environmental Sampling, Reporting, and Earthwork Calculations

Changes to the CCDD regulations and the Tollway Environmental Documentation requirements has resulted in a more extensive boring plan development and result reporting. Additional environmental sampling will not be required for 4221, however additional effort will be required to calculate and classify earthwork volumes for paid and incidental excavation items, on a staged basis per a new Tollway base sheet.

4. Unbundled Contract Opportunities

A list of potential unbundled contracts has been provided to the DSE. The current list includes four additional contracts for 4221 consisting of two existing SB bridge demolition contracts, a reinforcement steel procurement contract and a local road improvements contract. Adding these contracts will require development of separate contract document packages, corresponding submittals, reviews and procurement support. It is assumed that Pre-Final (95%) and Final (100%) submittals will be required for these unbundled contracts. Work also includes revisions to Contract 4431 needed to communicate that selected items will be provided in unbundled contracts. The bridge demolition contracts and local road improvements contract are scheduled to be advertised 2021 and 2022, respectively. Our current design contract (assuming no unbundled contracts) had been scheduled to be completed in 2020. Adding these unbundled contracts will extend the design schedule of our contract requiring additional project management and coordination.

## 5. Ramp B Revisions

The Pre-Final (95%) submittal utilized a tapered style ramp configuration for the 75<sup>th</sup> Street to SB I-294 ramp (Ramp B) in accordance with previous design development and reviews. Recent coordination with the Tollway and GEC will require revisions to Ramp B, changing from a tapered style ramp to a parallel entrance ramp. To achieve the proposed Ramp B geometry additional staging will be necessary to avoid ramp detours, revised temporary pavement limits must be determined, and a shoulder width design deviation will be necessary to avoid impacting the SB Bridge geometry. The Ramp B infield also provides a prime location for a construction staging area. A future truck parking facility (to be designed in a separate DUR contract) is also being considered for this area. The ramp drainage, detention basin and side slope grading in the infield will need to be revised for the infield staging area and will provide advance prep work for the truck parking facility. Additional lighting design work will be required to provide conduit crossing under I-294 and providing service in the lighting panel at the IPDC.

## 6. Water Main Design Coordination

Design Information Bulletin 18-02 and Section 5.10 of the Structure Design Manual provide Fire Protection Requirements for bridge structures on the Central Tri-State Corridor. These requirements were not developed when the project was initiated and were not included in the original scope of services. Water main design effort will be required to meet the latest fire protection requirements for the Mile Long Bridge. A concurrent DUR contract is developing the detailed water main design which is being incorporated into Contract RR-14-4221. Additional effort will be required to coordinate and incorporate this work including drawings, specifications, pay items and estimates.

## 7. ITS Revisions

Plaza 34B and IPDC changes are being coordinated with Tollway Business Systems, DCM, 4296, 4297 and 4308 (corridor fiber contract) and are ongoing. Additional effort will be required to revise the design to incorporate recent updates and changes to standards. Newly issued IPDC base sheets will require a larger embankment platform to be constructed along with the reorganization of multiple handholes due to their required locations relative to the revised IPDC building floor plan. A larger building floor plan will also be required to house lane control equipment.

## 8. Field Condition Verification

Additional survey and field verification will be required to determine the existing conditions related to Contract 1 construction that impacts Contract 2 design elements. These surveys may include the location of relocated items such as utilities, fencing and other structures, details of revised MOT configurations (southbound bridge barrier wall modifications) and contractor access (new haul road near south abutment), and the verification of removed items and any drainage or erosion control present.

#### 9. FPDCC Signage

The Forest Preserve District of Cook County has requested additional signage to alert motorists to the locations of various trailheads. The Tollway has agreed to add this signage as part of the Mile Long Bridge Project Intergovernmental Agreement. The signs would be located along Archer Avenue, Willow Springs Road and IL Route 83. Locations of the signs will include areas outside the current project limits, which will require development of new plan sheets.

#### 10. SB Crash Investigation Site

At the north end of the MLB project there is a vacant space between ramps A & B that appears to be a favorable location for an additional SB crash investigation site. This site would present an additional safety feature to the Tollway and effectively complete a realization of having a pull-off area both NB and SB at each end of the bridge. The space is available on Tollway ROW and appears to be relatively clear of impactful utilities. Modifications to the drainage design (Contract 1 CR) and lighting would be necessary in addition to numerous roadway sheets and models. There is also currently a proposed gantry that would need to be modified at this location to incorporate the foundation into the crash investigation site barrier. The most recent 2019 criteria can also now be met with the incorporation of this new SB Crash Investigation Site.

#### 11. Mainline Schedule Recovery

The CM and the Tollway are currently investigating options for completing the embankment work between the LaGrange Road Bridge and South abutment of the MLB that has been delayed due to utilities, access, and weather. This work includes revising the permanent pavement design to a full depth asphalt design that could more readily accommodate anticipated settlement in this stretch of offset new mainline alignment. This work will require revisions to 4430 and 4431 design elements, including roadway plans, moment slabs, transition approach slabs, MOT, drainage, erosion control, NAW, ITS and lighting.



**EXHIBIT G**

**Contract No. RR-14-4221**

**H.W. Lochner, 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>
I-18-4356	PH III Engineering Tri-State Tollway (I-294), Roadway and Bridge Rehabilitation and Widening, Wolf Road (M.P. 36.2) and the Balmoral Avenue (M.P. 40.0).	\$12,000,000.00	\$2,300,000.00	6/1/2021
RR-16-4250	PH III I Systemwide Construction Management Services Upon Request	\$3,000,000.00	\$0.00	12/31/2019
RR-14-4221	PH I and PH II Engineering-I-294 Mile Long Bridge	\$13,847,296.00	\$3,200,000.00	12/31/2022
I-18-4411	Mile Long Bridge - Construction Management Design Support	\$254,087.00	\$48,552.00	10/31/2022
I-17-4296	PH II Engineering Tri-State Tollway, Roadway Reconstruction, 95th Street (M.P. 17.8) to LaGrange Road (M.P. 20.7). Phase II Engineering	\$2,023,000.00	\$1,300,000.00	11/27/2022

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBEWBE SUBCONSULTANTS**

1

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

7

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

2

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

8

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

3

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

9

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

4

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

10

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

5

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

11

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

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

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

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

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

**EXHIBIT H - SERVICES BY OTHERS (continued)**

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

**OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)**

<p>1</p> <table border="0"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>_____</td><td></td></tr> <tr><td>Services by Others</td><td>_____</td><td></td></tr> <tr><td>Additional Services **</td><td>_____</td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table>	Direct Labor	_____		Direct Costs	_____		Services by Others	_____		Additional Services **	_____		Total this Subconsultant (ULC)	\$ _____	-	<p>6</p> <table border="0"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table>	Direct Labor	_____		Direct Costs	\$ _____	-	Services by Others	\$ _____	-	Additional Services **	\$ _____	-	Total this Subconsultant (ULC)	\$ _____	-
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\*\* 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: HDR Engineering, Inc.

Contract Number: RR-14-4221

Proposal Date: 12/16/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-14-4221

Consultant: HDR Engineering, Inc.

HDR Engineering, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS				
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
NAW Walls	36	36	4	4												80	
Construction Sequence Changes	215	215	215	125	108												878
Additional Env. Sampling, Reporting and Earthwork Calculations	66	66	10	6													148
Unbundled Contract Opportunities	80	80	80	70	60	60	60	60	60	57	50	50	50				767
Ramp B Revisions	250	250	250	250	80												1080
Watermain Design Coordination	28	28	4	4													64
ITS Revisions	15	15	6	4													40
Field Condition Verification																	
FPDCC Signage	22	22	6	6													56
SB Crash Investigation Site	62	62	8	8													140
Mainline Schedule Recovery	215	215	215	215	104												964
<b>TOTALS</b>	989	989	798	692	352	60	60	60	60	57	50	50	50				4217

Grand Total Exhibit A Hours 5217

Contract Number: RR-14-4221 Consultant: HDR Engineering, 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				
NAW Walls																
Construction Sequence Changes																
Additional Env. Sampling, Reporting and Earthwork Calculations																
Unbundled Contract Opportunities	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	600
Ramp B Revisions																
Watermain Design																
Coordination																
ITS Revisions																
Field Condition Verification																
FPDCC Signage																
SB Crash Investigation Site																
Mainline Schedule Recovery																
<b>TOTALS</b>	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	600

Contract Number: RR-14-4221

Consultant:

HDR Engineering, 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				
NAW Walls																
Construction Sequence Changes																
Additional Env. Sampling, Reporting and Earthwork Calculations																
Unbundled Contract Opportunities	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	400
Ramp B Revisions																
Watermain Design Coordination																
ITS Revisions																
Field Condition Verification																
FPDCC Signage																
SB Crash Investigation Site																
Mainline Schedule Recovery																
<b>TOTALS</b>	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	400



Contract No.: RR-14-4221

Consultant: HDR Engineering, Inc.

**EXHIBIT B: FEE CALCULATIONS**

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

<u>5,217.00</u> (Total Work Hours from Exhibit A)	\$ <u>49.00</u> (Average Hourly Rate)	TOTAL DIRECT SALARY \$ <u>255,633.00</u>
---	---	--

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

DIRECT REGULAR SALARY TIMES MULTIPLIER \$ 715,772.40

**B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT**

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 27,454.40

**C. SERVICES BY OTHERS**

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

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

TOTAL SERVICES BY OTHERS \$ -

**D. ADDITIONAL SERVICES** (Prime Consultant)

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

**ADDITIONAL SERVICES** (Subconsultants)

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

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

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

\$ 743,226.80



# ALLOWABLE DIRECT COSTS

09.12.2018

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

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

## ALLOWABLE DIRECT COSTS

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

## ALLOWABLE DIRECT COSTS

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

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

### NOTES:

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

Contract No.: RR-14-4221

Consultant: HDR Engineering, Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** Thomas Hein

**Project Manager:** Lance Peterman

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

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

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

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

**Project Structural Engineer:** Michael Quirin

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

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

**Others:**      **Name:** \_\_\_\_\_

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

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

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

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

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

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

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

**Exhibit F**  
**Scope of Services (Supplement No. 1)**

**Tollway Contract RR-14-4221**

**Tri-State Tollway**  
**Bridge Rehabilitation / Reconstruction**  
**Mile-Long Bridge (MP 21.5)**

**LHQ Tri-State Partners**  
**(HDR Engineering, Inc. Scope of Services)**

December 16, 2019

HDR Engineering, Inc. will contribute to the following supplemental tasks:

1. Non-Performance Based Noise Abatement Walls

Performance Based Noise Abatement Walls were required per the Master Plan Phase and reflected in our Pre-Final (95%) Design Submittal for contract I-18-4431. Subsequently the DSE was directed to develop designs for the Noise Abatement Walls in our section where possible. Noise abatement Wall 2C is a ground mounted, crashworthy noise wall with a variable exposed height of between 18 and 20 feet and is approximately 870 feet long. The wall runs along the outside shoulder of I-294 SB between the South Abutment of the SB Mile Long Bridge and the North Abutment of I-294 over La Grange Road Bridge.

2. Construction Sequence Changes

The Tollway and DCM are currently investigating options for advancing construction on contracts 4296 and 4297 adjacent to the Mile Long Bridge project (4221). The Pre-Final (95%) submittal assumed 4221 would be tying into existing conditions north and south of the project. Accelerating construction of adjacent projects will require revisions to 4221 design elements, including MOT, drainage, signing, ITS and lighting.

3. Additional Environmental Sampling, Reporting, and Earthwork Calculations

Changes to the CCDD regulations and the Tollway Environmental Documentation requirements has resulted in a more extensive boring plan development and result reporting. Additional environmental sampling will not be required for 4221, however additional effort will be required to calculate and classify earthwork volumes for paid and incidental excavation items, on a staged basis per a new Tollway base sheet.

4. Unbundled Contract Opportunities

A list of potential unbundled contracts has been provided to the DSE. The current list includes four additional contracts for 4221 consisting of two existing SB bridge demolition contracts, a reinforcement steel procurement contract and a local road improvements contract. Adding these contracts will require development of separate contract document packages, corresponding submittals, reviews and procurement support. It is assumed that Pre-Final (95%) and Final (100%) submittals will be required for these unbundled contracts. Work also includes revisions to Contract 4431 needed to communicate that selected items will be provided in unbundled contracts. The bridge demolition contracts and local road improvements contract are scheduled to be advertised 2021 and 2022, respectively. Our current design contract (assuming no unbundled contracts) had been scheduled to be completed in 2020. Adding these unbundled contracts will extend the design schedule of our contract requiring additional project management and coordination.



#### 5. Ramp B Revisions

The Pre-Final (95%) submittal utilized a tapered style ramp configuration for the 75<sup>th</sup> Street to SB I-294 ramp (Ramp B) in accordance with previous design development and reviews. Recent coordination with the Tollway and GEC will require revisions to Ramp B, changing from a tapered style ramp to a parallel entrance ramp. To achieve the proposed Ramp B geometry additional staging will be necessary to avoid ramp detours, revised temporary pavement limits must be determined, and a shoulder width design deviation will be necessary to avoid impacting the SB Bridge geometry. The Ramp B infield also provides a prime location for a construction staging area. A future truck parking facility (to be designed in a separate DUR contract) is also being considered for this area. The ramp drainage, detention basin and side slope grading in the infield will need to be revised for the infield staging area and will provide advance prep work for the truck parking facility. Additional lighting design work will be required to provide conduit crossing under I-294 and providing service in the lighting panel at the IPDC.

#### 6. Water Main Design Coordination

Design Information Bulletin 18-02 and Section 5.10 of the Structure Design Manual provide Fire Protection Requirements for bridge structures on the Central Tri-State Corridor. These requirements were not developed when the project was initiated and were not included in the original scope of services. Water main design effort will be required to meet the latest fire protection requirements for the Mile Long Bridge. A concurrent DUR contract is developing the detailed water main design which is being incorporated into Contract RR-14-4221. Additional effort will be required to coordinate and incorporate this work including drawings, specifications, pay items and estimates.

#### 7. ITS Revisions

Plaza 34B and IPDC changes are being coordinated with Tollway Business Systems, DCM, 4296, 4297 and 4308 (corridor fiber contract) and are ongoing. Additional effort will be required to revise the design to incorporate recent updates and changes to standards. Newly issued IPDC base sheets will require a larger embankment platform to be constructed along with the reorganization of multiple handholes due to their required locations relative to the revised IPDC building floor plan. A larger building floor plan will also be required to house lane control equipment.

#### 8. Field Condition Verification

Additional survey and field verification will be required to determine the existing conditions related to Contract 1 construction that impacts Contract 2 design elements. These surveys may include the location of relocated items such as utilities, fencing and other structures, details of revised MOT configurations (southbound bridge barrier wall modifications) and contractor access (new haul road near south abutment), and the verification of removed items and any drainage or erosion control present.

9. FPDCC Signage

The Forest Preserve District of Cook County has requested additional signage to alert motorists to the locations of various trailheads. The Tollway has agreed to add this signage as part of the Mile Long Bridge Project Intergovernmental Agreement. The signs would be located along Archer Avenue, Willow Springs Road and IL Route 83. Locations of the signs will include areas outside the current project limits, which will require development of new plan sheets.

10. SB Crash Investigation Site

At the north end of the MLB project there is a vacant space between ramps A & B that appears to be a favorable location for an additional SB crash investigation site. This site would present an additional safety feature to the Tollway and effectively complete a realization of having a pull-off area both NB and SB at each end of the bridge. The space is available on Tollway ROW and appears to be relatively clear of impactful utilities. Modifications to the drainage design (Contract 1 CR) and lighting would be necessary in addition to numerous roadway sheets and models. There is also currently a proposed gantry that would need to be modified at this location to incorporate the foundation into the crash investigation site barrier. The most recent 2019 criteria can also now be met with the incorporation of this new SB Crash Investigation Site.

11. Mainline Schedule Recovery

The CM and the Tollway are currently investigating options for completing the embankment work between the LaGrange Road Bridge and South abutment of the MLB that has been delayed due to utilities, access, and weather. This work includes revising the permanent pavement design to a full depth asphalt design that could more readily accommodate anticipated settlement in this stretch of offset new mainline alignment. This work will require revisions to 4430 and 4431 design elements, including roadway plans, moment slabs, transition approach slabs, MOT, drainage, erosion control, NAW, ITS and lighting.

**EXHIBIT G**

Contract No. RR-14-4221

HDR Engineering, Inc.

**CURRENT OBLIGATIONS FOR PROJECT**

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
155-016	IDOT - Various Various Item 016	\$ 1,500,000	\$ 33,337	12/31/19
156-07	Pump Station 4	\$ 3,471,074	\$ 350,662	12/31/20
161-003	Central Ave @ BRC RR	\$ 2,241,862	\$ 275,757	1/31/20
167-020	D2 - Various Various, PH I and II	\$ 451,447	\$ 39,769	6/30/20
176-011	IL 2 over rock river	\$ 550,000	\$ 196,172	TBD - on hold
187-01	Salt Creek	\$ 2,281,423	\$ 303,875	12/31/20
192-005	Foster Ave over I-90	\$ 1,325,939	\$ 1,325,939	12/31/21
RR-14/4221	Milelong Bridge	\$ 11,946,391	\$ 2,964,696	1/31/22
I-17-4296	PSB 17-3 I-294 PH II	\$ 20,258,131	\$ 3,249,307	12/31/20
I-15-4660	Land Acquisition - Task order	\$ 3,000,000	\$ 336,414	12/31/21
<b>AS A SUB</b>				
169-016	SUB - LIN	\$ 375,756	\$ 94,157	12/31/20
173-17	SUB - 2IM Construction	\$ 775,000	\$ -	12/31/20
175-015	SUB - TI - IL 53 IL 68	\$ 84,974	\$ 7,716	12/31/19
180-02	SUB - East Ave - 55th to Joliet Rd (ACCURATE)	\$ 189,163	\$ 62,879	12/31/22
180-05	SUB - 2IM Construction	\$ 475,000	\$ 75,000	12/31/20
182-19	SUB - Comprehensive Rest Area Sty	\$ 235,547	\$ 28,799	in active
185-16	SUB to lochner	\$ 77,568	\$ 40,000	
190-023	SUB to HBM	PENDING		TBD
193	SUB TO KASKASKIA	Pending		TBD
I-14-4646	Land Acquisition - HLR	\$ 750,000	\$ 387,772	12/31/23
RR-16-4265	Sub = land acquisition as needed			
4391	4291 - sub to Gonzalaz	\$ 60,000	\$ 6,436	12/31/19
4411	Locher DSE Support to Bowman	sub	\$ 27,750	6/30/20
4275	TEG 4275	\$ 359,987	\$ 127,612	6/30/20
9008	On Call Services Sub to Singh	\$ 9,034	\$ -	TBD

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

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

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

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

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

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

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

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

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

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

11				
	Direct Labor			
	Direct Costs		<b>\$</b>	<b>-</b>
	Services by Others		<b>\$</b>	<b>-</b>
	Additional Services **		<b>\$</b>	<b>-</b>
	<b>Total this Subconsultant (ULC)</b>		<b>\$</b>	<b>-</b>

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

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

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

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

DBE/MBE/WBE Percentage of Total Fee (Includes Additional Services): \_\_\_\_\_

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

**EXHIBIT H - SERVICES BY OTHERS (continued)**

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

**OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)**

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

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

TOTAL 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 Engineering Inc.

Contract Number: RR-14-4221

Proposal Date: 12/16/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-14-4221 Consultant: Quigg Engineering Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2020												TOTAL HOURS				
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
NAW Walls	10	10	5	5												30	
Construction Sequence Changes	600	600	600	377	300												2477
Additional Env. Sampling, Reporting and Earthwork																	
Calculations	20	20	8	6													54
Unbundled Contract Opportunities	28	28	27	20	20	20	20	20	20	20	20	20	20	20	20	20	263
Ramp B Revisions	100	100	100	56	50												406
Watermain Design																	
Coordination	8	8	4	4													24
ITS Revisions	4	4	4	3													15
Field Condition Verification																	
FPDCC Signage	6	6	5	4													21
SB Crash Investigation Site	20	20	8	5													53
Mainline Schedule Recovery	80	80	80	62	60												362
<b>TOTALS</b>	876	876	841	542	430	20	20	20	20	20	20	20	20	20	20	20	3705



Contract Number: RR-14-4221 Consultant: Quigg Engineering 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			
NAW Walls															
Construction Sequence Changes															
Additional Env. Sampling, Reporting and Earthwork Calculations															
Unbundled Contract Opportunities	20	20	20	20	20	20	20	20	20	20	20	20	20	20	240
Ramp B Revisions															
Watermain Design Coordination															
ITS Revisions															
Field Condition Verification															
FPDCC Signage															
SB Crash Investigation															
Site Mainline Schedule Recovery															
<b>TOTALS</b>	20	20	20	20	20	20	20	20	20	20	20	20	20	20	240

Rev. 12/2019

Contract Number: RR-14-4221

Consultant: Quigg Engineering 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			
NAW Walls															
Construction Sequence Changes															
Additional Env. Sampling, Reporting and Earthwork Calculations															
Unbundled Contract Opportunities	20	20	20	20	20	20	20	20	20						160
Ramp B Revisions															
Watermain Design															
Coordination															
ITS Revisions															
Field Condition Verification															
FPDCC Signage															
SB Crash Investigation															
Site Mainline Schedule Recovery															
<b>TOTALS</b>	20	20	20	20	20	20	20	20	20	20	20	20	20	20	160

Rev. 12/2019

Contract No.: RR-14-4221

Consultant: Quigg Engineering Inc.

**EXHIBIT B: FEE CALCULATIONS**

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

4,105.00 <small>(Total Work Hours from Exhibit A)</small>	\$ 44.30 <small>(Average Hourly Rate)</small>	TOTAL DIRECT SALARY \$	<u>181,851.50</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>509,184.20</u>
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**B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT**

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS	\$	<u>10,232.00</u>
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**C. SERVICES BY OTHERS**

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H)	\$	<u>-</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>-</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>
<small>(Requires prior authorization before use)</small>		

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

	\$	<u>519,416.20</u>
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Contract No.: RR-14-4221 Consultant: Quigg Engineering Inc.

**EXHIBIT D**

**REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES**

**A. VEHICLE REIMBURSEMENT - rate based on link below**

<http://www.ardis.gov.ms/en/pages/mileage-travel-reimbursement.aspx>

**B. ALLOWABLE DIRECT COSTS - based on link below**

<http://www.ardis.gov.ms/en/pages/allowable-direct-costs-worksheet.aspx>

**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) \$ 10,232.00**

# ALLOWABLE DIRECT COSTS

09.12.2018

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

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

## ALLOWABLE DIRECT COSTS

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

## ALLOWABLE DIRECT COSTS

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

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

### NOTES:

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

Contract No.: RR-14-4221

Consultant: Quigg Engineering Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** Lori L. Quigg

**Project Manager:** Todd A. Welz

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

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

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

**Project Civil Engineer:** Francis B. Nelson

**Project Structural Engineer:** Michael D. Cima

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

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

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

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

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

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

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

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

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

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



**Exhibit F**  
**Scope of Services (Supplement No. 1)**

**Tollway Contract RR-14-4221**

**Tri-State Tollway**  
**Bridge Rehabilitation / Reconstruction**  
**Mile-Long Bridge (MP 21.5)**

**LHQ Tri-State Partners**  
**(Quigg Engineering Inc. Scope of Services)**

December 16, 2019

Quigg Engineering Inc. will contribute to the following supplemental tasks:

1. Non-Performance Based Noise Abatement Walls

Performance Based Noise Abatement Walls were required per the Master Plan Phase and reflected in our Pre-Final (95%) Design Submittal for contract I-18-4431. Subsequently the DSE was directed to develop designs for the Noise Abatement Walls in our section where possible. Noise abatement Wall 2C is a ground mounted, crashworthy noise wall with a variable exposed height of between 18 and 20 feet and is approximately 870 feet long. The wall runs along the outside shoulder of I-294 SB between the South Abutment of the SB Mile Long Bridge and the North Abutment of I-294 over La Grange Road Bridge.

2. Construction Sequence Changes

The Tollway and DCM are currently investigating options for advancing construction on contracts 4296 and 4297 adjacent to the Mile Long Bridge project (4221). The Pre-Final (95%) submittal assumed 4221 would be tying into existing conditions north and south of the project. Accelerating construction of adjacent projects will require revisions to 4221 design elements, including MOT, drainage, signing, ITS and lighting.

3. Additional Environmental Sampling, Reporting, and Earthwork Calculations

Changes to the CCDD regulations and the Tollway Environmental Documentation requirements has resulted in a more extensive boring plan development and result reporting. Additional environmental sampling will not be required for 4221, however additional effort will be required to calculate and classify earthwork volumes for paid and incidental excavation items, on a staged basis per a new Tollway base sheet.

4. Unbundled Contract Opportunities

A list of potential unbundled contracts has been provided to the DSE. The current list includes four additional contracts for 4221 consisting of two existing SB bridge demolition contracts, a reinforcement steel procurement contract and a local road improvements contract. Adding these contracts will require development of separate contract document packages, corresponding submittals, reviews and procurement support. It is assumed that Pre-Final (95%) and Final (100%) submittals will be required for these unbundled contracts. Work also includes revisions to Contract 4431 needed to communicate that selected items will be provided in unbundled contracts. The bridge demolition contracts and local road improvements contract are scheduled to be advertised 2021 and 2022, respectively. Our current design contract (assuming no unbundled contracts) had been scheduled to be completed in 2020. Adding these unbundled contracts will extend the design schedule of our contract requiring additional project management and coordination.

#### 5. Ramp B Revisions

The Pre-Final (95%) submittal utilized a tapered style ramp configuration for the 75<sup>th</sup> Street to SB I-294 ramp (Ramp B) in accordance with previous design development and reviews. Recent coordination with the Tollway and GEC will require revisions to Ramp B, changing from a tapered style ramp to a parallel entrance ramp. To achieve the proposed Ramp B geometry additional staging will be necessary to avoid ramp detours, revised temporary pavement limits must be determined, and a shoulder width design deviation will be necessary to avoid impacting the SB Bridge geometry. The Ramp B infield also provides a prime location for a construction staging area. A future truck parking facility (to be designed in a separate DUR contract) is also being considered for this area. The ramp drainage, detention basin and side slope grading in the infield will need to be revised for the infield staging area and will provide advance prep work for the truck parking facility. Additional lighting design work will be required to provide conduit crossing under I-294 and providing service in the lighting panel at the IPDC.

#### 6. Water Main Design Coordination

Design Information Bulletin 18-02 and Section 5.10 of the Structure Design Manual provide Fire Protection Requirements for bridge structures on the Central Tri-State Corridor. These requirements were not developed when the project was initiated and were not included in the original scope of services. Water main design effort will be required to meet the latest fire protection requirements for the Mile Long Bridge. A concurrent DUR contract is developing the detailed water main design which is being incorporated into Contract RR-14-4221. Additional effort will be required to coordinate and incorporate this work including drawings, specifications, pay items and estimates.

#### 7. ITS Revisions

Plaza 34B and IPDC changes are being coordinated with Tollway Business Systems, DCM, 4296, 4297 and 4308 (corridor fiber contract) and are ongoing. Additional effort will be required to revise the design to incorporate recent updates and changes to standards. Newly issued IPDC base sheets will require a larger embankment platform to be constructed along with the reorganization of multiple handholes due to their required locations relative to the revised IPDC building floor plan. A larger building floor plan will also be required to house lane control equipment.

#### 8. Field Condition Verification

Additional survey and field verification will be required to determine the existing conditions related to Contract 1 construction that impacts Contract 2 design elements. These surveys may include the location of relocated items such as utilities, fencing and other structures, details of revised MOT configurations (southbound bridge barrier wall modifications) and contractor access (new haul road near south abutment), and the verification of removed items and any drainage or erosion control present.

#### 9. FPDCC Signage

The Forest Preserve District of Cook County has requested additional signage to alert motorists to the locations of various trailheads. The Tollway has agreed to add this signage as part of the Mile Long Bridge Project Intergovernmental Agreement. The signs would be located along Archer Avenue, Willow Springs Road and IL Route 83. Locations of the signs will include areas outside the current project limits, which will require development of new plan sheets.

#### 10. SB Crash Investigation Site

At the north end of the MLB project there is a vacant space between ramps A & B that appears to be a favorable location for an additional SB crash investigation site. This site would present an additional safety feature to the Tollway and effectively complete a realization of having a pull-off area both NB and SB at each end of the bridge. The space is available on Tollway ROW and appears to be relatively clear of impactful utilities. Modifications to the drainage design (Contract 1 CR) and lighting would be necessary in addition to numerous roadway sheets and models. There is also currently a proposed gantry that would need to be modified at this location to incorporate the foundation into the crash investigation site barrier. The most recent 2019 criteria can also now be met with the incorporation of this new SB Crash Investigation Site.

#### 11. Mainline Schedule Recovery

The CM and the Tollway are currently investigating options for completing the embankment work between the LaGrange Road Bridge and South abutment of the MLB that has been delayed due to utilities, access, and weather. This work includes revising the permanent pavement design to a full depth asphalt design that could more readily accommodate anticipated settlement in this stretch of offset new mainline alignment. This work will require revisions to 4430 and 4431 design elements, including roadway plans, moment slabs, transition approach slabs, MOT, drainage, erosion control, NAW, ITS and lighting.

**EXHIBIT G**

**Contract No. RR-14-4221**

**Quigg Engineering 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-14-4221	PSB 14-3 Mile Long Bridge	\$4,645,000.00	\$25,000.00	4/1/2020
I-17-4296	PSB17-3 Tri-State, 95h to LaGrange	\$865,000.00	\$180,000.00	6/1/2020
I-174229	PSB 17-3 Tri-State, EW Connector	\$2,650,000.00	\$290,000.00	6/1/2021
MO-17-1238	PSB 17-3 Materials Engineering	\$387,000.00	\$80,000.00	6/1/2021
RR-18-4379	PSB 18-2 I-88	\$176,000.00	\$70,000.00	5/1/2020
I-18-4352	PSB 18-2 I-88	\$426,000.00	\$350,000.00	12/31/2020
I-17-4302	PSB 17-3 I-294	\$440,000.00	\$60,000.00	12/31/2020
I-15-4660	PSB 15-2-9 Land Aquisition Serivces	\$270,000.00	\$200,000.00	12/21/2021
PTB 156-035	IL 97 Distirct 6	\$1,749,000.00	\$956,000.00	3/31/2021
PTB169-001	I-290 Bridge Disitrc 1	\$1,001,000.00	\$50,000.00	6/30/2020
PTB 176-028	BMPR Technicians	\$2,500,000.00	\$250,000.00	6/30/2020
PTB 185-021	Ph I-II Proj. Mgr. Distirct 8	\$750,000.00	\$420,000.00	12/31/2021
PTB 191-002	PH II Various District 1	\$1,000,000.00	\$500,000.00	12/31/2021
Various	Various work as subconsultant work IDOT	\$6,100,000.00	\$3,210,000.00	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**

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

6

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

12

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

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

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

**EXHIBIT H - SERVICES BY OTHERS (continued)**

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

**OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)**

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

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

TOTAL 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: American First Contracting

Contract Number: RR-14-4221

Proposal Date: 12/16/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-14-4221

Consultant: American First Contracting

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2020												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Field Condition Verification	80	80	80	60	22									322
<b>TOTALS</b>	<b>80</b>	<b>80</b>	<b>80</b>	<b>60</b>	<b>22</b>									<b>322</b>



Contract No.: RR-14-4221 Consultant: American First Contracting

**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.illinoisrailway.com/documents/20184/238672/ALLOWABLE+DIRECT+COSTS\\_09122018.doc?c=3dab352-6ca0-47db-8d7c-d88e8821037b?version=1.5](https://www.illinoisrailway.com/documents/20184/238672/ALLOWABLE+DIRECT+COSTS_09122018.doc?c=3dab352-6ca0-47db-8d7c-d88e8821037b?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) \$ 1,500.00**

## ALLOWABLE DIRECT COSTS

09.12.2018

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

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

## ALLOWABLE DIRECT COSTS

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

## ALLOWABLE DIRECT COSTS

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

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

### NOTES:

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

Contract No.: RR-14-4221

Consultant: American First Contracting

**EXHIBIT E - KEY PROJECT PERSONNEL**

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

**Project Manager:** Mark Roeckell

**Project Engineer:** Paul Passi

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

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

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

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

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

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

**Others:**      Name: Brandon David

                         Classification: CAD Technician

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

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

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

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

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

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



**EXHIBIT F**

**Contract No. RR-14-4221**

**American First Contracting**

**SCOPE OF SERVICES**

Field Condition Verification: Additional survey and field verification will be required to determine the existing conditions related to Contract 1 construction that impacts Contract 2 design elements. These surveys may include the location of relocated items such as utilities, fencing and other structures, details of revised MOT configurations (southbound bridge barrier wall modifications) and contractor access (new haul road near south abutment), and the verification of removed items and any drainage or erosion control present.

**EXHIBIT G**

**Contract No. RR-14-4221**

**American First Contracting**

**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-17-4298	Engineering service Tri-State Roadway	\$225,000.00	\$47,133.00	6/1/2020
I-17-4682	Construction Inspection Upon Request	\$360,000.00	\$120,709.00	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**

1

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

7

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

2

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

8

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

3

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

9

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

4

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

10

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

5

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

11

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

6

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

12

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

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

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

**EXHIBIT H - SERVICES BY OTHERS (continued)**

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

**OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)**

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

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

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