

RESOLUTION NO. 21960

Background

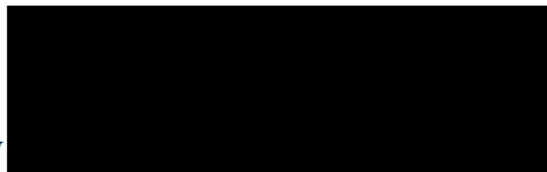
The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 21241 approved March 23, 2017, entered into an Agreement with AECOM Technical Services, Inc. (“AECOM”), on Contract RR-16-4265, for Design Corridor Management and Design Services on the Tri-State Tollway (I-294).

Per Tollway request, AECOM submitted a proposal to provide Supplemental Design Services for Contract RR-16-4265, in an amount not to exceed \$3,976,076.00, increasing the contract upper limit from \$80,086,000.00 to \$84,062,076.00. It is necessary and in the best interest of the Tollway to accept AECOM’s proposal.

Resolution

The Chief Engineering Officer is authorized to negotiate an Amended Agreement with AECOM Technical Services, Inc., consistent with the aforementioned proposal, to increase the contract upper limit by \$3,976,076.00, subject to review and approval by the General Counsel. The Chairman/Chief Executive Officer of the Tollway is authorized to execute the Agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by



Chairman

The Illinois State Toll Highway Authority

TO: José Alvarez
Executive Director

DATE: April 27, 2020

FROM: Eric Occomy 
Chief of Contract Services

SUBJECT: **Request for Contract Execution**
AECOM Technical Services, Inc.
Contract RR-16-4265

Transmitted herewith for your review and signature are two (2) duplicate copies of the **AECOM Technical Services, Inc.**, professional services agreement. The agreement signature pages, requiring your signature, have been marked with plastic tabs. **Authorization of this contract is requested by April 28, 2020, so that the Notice to Proceed may be issued.**

Following is a summary of this contract:

Contract Number:	RR-16-4265
Phase:	Design Section Engineer
Consultant:	AECOM Technical Services, Inc.
Contract Description:	Tri-State Tollway, Design Corridor Management
Board Approval:	February 11, 2020
Resolution Number:	21960
Anticipated Start Date:	February 12, 2020

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

EO:lrd
/Attachments



Contract: RR-16-4265 Supplement III **PSB:** 16-3

Consultant: AECOM Technical Services, Inc.

PM: Jeff Allen

Reviewer: Meiyu Liu /Shanel Bailey **Review Date:** 4/1/2020

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

Exhibits A-H

AECOM Technical Services, Inc.

- All exhibits are OK.

2IM Group, LLC

- All exhibits are OK.

American Surveying & Engineering, P.C.

- All exhibits are OK.

EJM Engineering, Inc.

- All exhibits are OK.

Metro Strategies, Inc.

- All exhibits are OK.

Program Management & Control Systems, LLC.

- All exhibits are OK.

SE3, LLC

- All exhibits are OK.

Collins Engineers, Inc.

- All exhibits are OK.

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

Unified Certification Program - Search

Contractor Details

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

Print

2IM Group, LLC

Luis Montgomery
 118 S. Clinton St., Ste.
 350
 Chicago, IL 60661-5774

Email: luis.m@2imgroup.com

Phone: (312) 508-5156

Fax: (312) 441-9558

County: Cook

Categories: Architecture\Engineering

NAICS

541330-Engineering
 Services

Speciality

541330- LOCATION
 DRAINAGE
 SPEC. SERVS.:
 CONSTRUCTION
 INSPECTION
 REHABILITATION
 ROADS AND STREETS
 FREEWAYS
 STUDIES: PUMP STATIONS
 WATERWAYS: COMPLEX
 WATERWAYS: TYPICAL

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

Unified Certification Program - Search

Contractor Details

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

Print

**EJM Engineering,
Inc.**

Jing (Connie) Li
411 S. Wells St., STE
1000
Chicago, IL 60607-3927

Email: cli@ejmengineering.com

Phone: 312-922-1700

Fax: 312-922-3311

County: Cook

Categories: Professional

NAICS

541330 - Engineering
services

541614 - Transportation
management consulting
services

Speciality

NAICS 541330 Engineering
Services NAICS 541614

Transportation Management
Consulting Services

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Unified Certification Program - Search

Contractor Details

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

Print

Metro Strategies, Incorporated

Karyn M. Romano
1901 Butterfield Rd., Ste.
305
Downers Grove, IL
60515

County: DuPage

Email: kromano@metrostrategiesinc.com

Phone: (630) 687-0093

Fax:

Categories: Miscellaneous, Professional

NAICS

541715-Research and
Development in the Physical,
Engineering, and Life
Sciences (except
Nanotechnology and
Biotechnology)
541820-Public Relations
Agencies

Speciality

541715- RESEARCH
541820- MISC: PUBLIC
RELATIONS

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

Unified Certification Program - Search

Contractor Details

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

Print

**Program
Management &
Control Services,
LLC**

Kerry Nutter
46 South Waiola Avenue
La Grange, IL 60525-
0000

County: Cook

Email: kerry@pmcsconsulting.com

Phone: 773-495-8262

Fax: 708-482-9702

Categories: Professional

NAICS

541690 - Economic
consulting services

Speciality

541690-PROJECT
MANAGEMENT
CONSULTING

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

Unified Certification Program - Search

Contractor Details

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

Print

SE3, LLC

Vernal Stewart

230 SW Main St. Ste. 213

Lee's Summit, MO

64063-0000

Email: vstewart@se3.us

Phone: 630-641-9900

Fax: 708-469-2566

County: Jackson

Categories: Architecture\Engineering, Professional

NAICS

541330 - Engineering services

541512 - Computer Systems Design Services

541611 - Administrative Management and General

Management Consulting Services

Speciality

541330 - Freeways, Roads and Streets, Traffic Signals,

Studies: Traffic and Safety,

Reconstruction/Major

Rehabilitation, Rehabilitation and Construction Inspection

541611 - Program

Management, Program Controls

541512 - Systems

Design/Deployment

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

Unified Certification Program - Search

Contractor Details

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

Print

American Surveying & Engineering, P.C.

Coventine Fidis
30 N. LaSalle St., Ste.
3440
Chicago, IL 60602

County: Cook

Email: c.fidis@americansurvey.com

Phone: (312) 277-2000

Fax: (312) 277-2002

Categories: Architecture\Engineering, Construction,
Professional

NAICS	Speciality
238910-Site Preparation Contractors	238910- MISC: CONSTRUCTION LAYOUT AND STAKING
531210-Offices of Real Estate Agents and Brokers	531210- MISC: REAL ESTATE NEGOTIATOR
531320-Offices of Real Estate Appraisers	531320- REAL ESTATE APPRAISAL
541320-Landscape Architectural Services	541320- URBAN PLANNING
541330-Engineering Services	541330- LOCATION DRAINAGE
541370-Surveying & Mapping (except Geophysical) Serv.	ROADS AND STREETS FREEWAYS WATERWAYS: COMPLEX
541620-Environmental Consultant Services	WATERWAYS: TYPICAL SUBSURFACE UTILITY
541690-Other Scientific & Technical Consulting	ENGINEERING 541370- SURVEYING 541620- ENVIRONMENTAL ASSESSMENT ENVIRONMENTAL IMPACT STATEMENTS 541690- TECHNICAL TRAINING

Eric Ocomy (Procurement) – Routing sheet

Robert Lane (Legal) – Routing Sheet

Kathleen Pasulka-Brown (Legal) – Routing Sheet/Agreement Signature (2 pages)

Cathy Williams (Finance) – Routing Sheet/Agreement Signature (2 pages)

Catrice Hardwick-Giles (Procurement) – Chief Transmittal Memo

Chairman Will Evans (Executive) - Routing Sheet/Agreement Signature (2 pages)



Office of the Secretary of State Jesse White
CYBERDRIVEILLINOIS.COM

Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number	57298979
Entity Name	AECOM TECHNICAL SERVICES, INC.
Status	ACTIVE

Entity Information
Entity Type CORPORATION
Type of Corp FOREIGN BCA
Qualification Date (Foreign) Wednesday, 5 May 1993
State CALIFORNIA
Duration Date PERPETUAL

Agent Information

Name C T CORPORATION SYSTEM
Address 208 SO LASALLE ST, SUITE 814 CHICAGO , IL 60604
Change Date Wednesday, 5 May 1993

Annual Report
Filing Date 00/00/0000
For Year 2020

Officers
President Name & Address ROGER WIEDERKEHR 1999 AVE OF THE STARS #2600 LA CA 90067
Secretary Name & Address CHARLES F SZURGOT 1999 AVE OF THE STARS 2600 LOS ANGELES CA

Assumed Name
INACTIVE EARTH TECH CONSULTING, INC.

Old Corp Name
08/25/1995

THE EARTH TECHNOLOGY CORPORATION
12/03/2008 EARTH TECH, INC.

[Return to Search](#)

[File Annual Report](#)

[Adopting Assumed Name](#)

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

(One Certificate per Transaction)

This information was printed from www.cyberdriveillinois.com, the official website of the Illinois Secretary of State's Office.

Wed Apr 08 2020

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

13:20 03/06/20

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/06/20 AT 14:13 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

2IM Group, LLC

FEIN [REDACTED]

RR-16-4265

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

10:51 03/06/20

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/06/20 AT 11:19 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *****[REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

13:20 03/06/20

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/06/20 AT 14:15 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

Am. Surveying & Engineering
FEIN [REDACTED]
RR-16-4265

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

13:20 03/06/20

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/06/20 AT 14:12 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *****[REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

Collins Engineers, Inc.

FEIN [REDACTED]

RR-16-4265

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

13:20 03/06/20

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/06/20 AT 14:17 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *****[REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

EJM Engineering, Inc. (dba TranSmart/
EJM Corp.)

FEIN [REDACTED]

RR-16-4265

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

13:20 03/06/20

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/06/20 AT 14:19 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

Metro Strategies, Inc.

FEIN [REDACTED]

RR-16-4265

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

13:20 03/06/20

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/06/20 AT 14:20 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

Program Mgmt & Control Svcs.

FEIN [REDACTED]

RR-16-4265

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

13:20 03/06/20

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/06/20 AT 14:22 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

SE3, LLC.

FEIN [REDACTED]

RR-16-4265

DESIGN SECTION ENGINEER
THIRD SUPPLEMENTAL AGREEMENT

The Board of Directors, on the 11th day of **February, 2020**, authorized this **THIRD 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 **AECOM TECHNICAL SERVICES, INC.**, a **corporation** authorized and existing within the laws of the State of Illinois, hereinafter sometimes referred to as "DESIGN SECTION ENGINEER".

W I T N E S S E T H:

WHEREAS, the TOLLWAY selected the DESIGN SECTION ENGINEER from **PSB 16-3, Item 1**, and DESIGN SECTION ENGINEER entered into an agreement on **March 23, 2017**, to provide design section engineering services (hereinafter "Services") for Contract No. **RR-16-4265** for **Tri-State Tollway, Design Corridor Management**; 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 **January 29, 2020**, a copy of which is attached hereto as Exhibit "1", to provide said additional Services, and it is in the best interest of the TOLLWAY to accept said proposal.

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

ARTICLE I

General Provisions

Except as modified or changed herein, all terms, provisions and conditions contained in the original agreement between the TOLLWAY and the DESIGN SECTION ENGINEER dated **March 23, 2017** ("Original Agreement") and commonly referred to as Contract No. **RR-16-4265**, 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-16-4265** for **Tri-State Tollway, Design Corridor Management** 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-16-4265 for Tri-State Tollway, Design Corridor Management** performed by the DESIGN SECTION ENGINEER under the Original Agreement and including the services set forth herein, is hereby increased from **\$80,086,000.00** by **\$3,976,076.00** to **\$84,062,076.00**.

ARTICLE VI

Report of a Change in Circumstances

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

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

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

ARTICLE VII


EXPATRIATED ENTITIES

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

IN WITNESS WHEREOF, the parties hereto have executed this **THIRD SUPPLEMENTAL AGREEMENT** for **RR-16-4265** the day and year first above written.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY

**AECOM TECHNICAL
SERVICES, INC.**

 2020

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



Executive Vice President-Signature Date

Denise M. Casalino

Printed Name as Signed Above

APPROVED:

 04/27/2020


Executive Director - Signature Date
Jose Alvarez

APPROVED:

 04/25/2020


Chief Financial Officer - Signature Date
Cathy R. Williams

APPROVED:

 7/2020

General Counsel – Signature Date
Kathleen Pasulka-Brown

Approved as to Form and Constitutionality

 04/17/2020

Attorney General, State of Illinois - Signature Date

DESIGN SECTION ENGINEER
THIRD SUPPLEMENTAL AGREEMENT

The Board of Directors, on the 11th day of **February, 2020**, authorized this **THIRD 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 **AECOM TECHNICAL SERVICES, INC.**, a **corporation** authorized and existing within the laws of the State of Illinois, hereinafter sometimes referred to as "DESIGN SECTION ENGINEER".

W I T N E S S E T H:

WHEREAS, the TOLLWAY selected the DESIGN SECTION ENGINEER from **PSB 16-3, Item 1**, and DESIGN SECTION ENGINEER entered into an agreement on **March 23, 2017**, to provide design section engineering services (hereinafter "Services") for Contract No. **RR-16-4265** for **Tri-State Tollway, Design Corridor Management**; 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 **January 29, 2020**, a copy of which is attached hereto as Exhibit "1", to provide said additional Services, and it is in the best interest of the TOLLWAY to accept said proposal.

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

ARTICLE I

General Provisions

Except as modified or changed herein, all terms, provisions and conditions contained in the original agreement between the TOLLWAY and the DESIGN SECTION ENGINEER dated **March 23, 2017** ("Original Agreement") and commonly referred to as Contract No. **RR-16-4265**, 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-16-4265** for **Tri-State Tollway, Design Corridor Management** 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-16-4265 for Tri-State Tollway, Design Corridor Management** performed by the DESIGN SECTION ENGINEER under the Original Agreement and including the services set forth herein, is hereby increased from **\$80,086,000.00** by **\$3,976,076.00** to **\$84,062,076.00**.

ARTICLE VI

Report of a Change in Circumstances

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

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

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

ARTICLE VII

EXPATRIATED ENTITIES

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

IN WITNESS WHEREOF, the parties hereto have executed this **THIRD SUPPLEMENTAL AGREEMENT** for **RR-16-4265** the day and year first above written.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY

**AECOM TECHNICAL
SERVICES, INC.**

[Redacted Signature Line]

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

Executive vice President-Signature Date

Denise M. Casalino
Printed Name as Signed Above

APPROVED:

[Redacted Signature] 04/27/2020

Executive Director - Signature Date
Jose Alvarez

APPROVED:

[Redacted Signature] 04/25/2020

Chief Financial Officer - Signature Date
Cathy R. Williams

APPROVED:

[Redacted Signature]

General Counsel – Signature Date
Kathleen Pasulka-Brown

Approved as to Form and Constitutionality

[Redacted Signature] 04/17/2020
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-16-4265

This proposal, dated January 29, 2020, is submitted by AECOM Technical Services of Chicago, Illinois for Design Section Engineer's Service.

DESCRIPTION/LOCATION OF DESIGN SECTION

The location of the construction Contract RR-16-4265 for which we propose to provide Design Section Engineering Services is Tri-State Tollway, Design Corridor Manager, in DuPage and 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 \$ 80,086,000.00 by \$ 3,976,076.00 to \$ 84,062,076.00.

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

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

The obligations of this Section shall be explicitly included in any subcontracts or agreements formed between the DESIGN SECTION ENGINEER and any subcontractors or suppliers of goods and services to the extent that those subcontracts or agreements

relate to fulfillment of the DESIGN SECTION ENGINEER's obligations to the TOLLWAY. Such subcontractor shall be required to comply with the terms and conditions of this Section and the TOLLWAY shall be entitled to enforce a breach of that contract.

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

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

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

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

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

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

PARTIAL PAYMENTS

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

REVISIONS TO SUPPLEMENTAL SCOPE OF WORK

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

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

CONTRACT RR-16-4265

SUBMITTED BY:

FIRM NAME: AECOM Technical Services, Inc.

ADDRESS: 303 E. Wacker drive, Suite 1400

CITY, STATE &:
ZIP CODE: Chicago, IL 60601

TELEPHONE: 312-373-7700

FACSIMILE: 312-373-6800

SIGNED BY:



PRINTED NAME: Denise M. Casalino

TITLE: Executive Vice President

EXHIBIT F

SUPPLEMENT NO. 3

SCOPE OF WORK

Design Corridor Manager
Tri-State Tollway
95th Street to Balmoral Avenue

Contract No. RR-16-4265

Illinois State Toll Highway Authority

January 29, 2020

I. ITEMS OF WORK TO BE INCLUDED IN CONTRACT RR-16-4265

The Design Corridor Manager (DCM) for Contract RR - 16-4265 shall provide design corridor management and Design Section Engineer (DSE) for the referenced project, as per the requirements of the Tollway's Design Section Engineer's Manual, dated March 2017, as amended by the Tollway, and herein specified. The design criteria and policies, Standard Specifications, materials and construction requirements of the Illinois State Toll Highway Authority (Tollway) shall apply to all portions of the improvement under Tollway jurisdiction. The design criteria and policies, materials and construction requirements of the Illinois Department of Transportation or applicable local agency shall apply outside the Tollway jurisdiction area.

The project program is a 6 year \$3.996 billion project as presented and approved by the Illinois Tollway Board on April 27, 2017. This scope of work for supplement #3 supplements and does not supersede any previous scope of work on this contract.

In accordance with the Tollway's Design Section Engineer's Manual, dated March 2017, as amended by the Tollway, and as otherwise noted below, the design corridor management supplemental services for the above project shall include but not be limited to, the following:

A. DESIGN CORRIDOR MANAGEMENT (DCM)

The DCM services for the project will include the following:

1. Increased Outreach to 28 Adjacent Communities, 23 Homeowners Associations, 25 Agencies and Other Consultants:

The CTS is the Tollway's busiest corridors and resides in along heavily residential and commercial property, very sensitive to impacts from the CTS construction. This supplement will continue the Outreach efforts and coordination with other consultants through the end of 2020 which includes coordination and resulting effort to produce schematics, videos, renderings and staffing at the outreach meetings and presentations.

2. Noise Abatement Walls:

The DCM will coordinate with the Tollway and General Engineering Consultant (GEC) to develop guidance for 20 miles of Noise Abatement Walls in the form of Standards, Base Sheets and Special Provisions for the DSEs to produce designed Noise Abatement Walls where possible in their design sections.

3. Construction Sequencing Comparison Studies:

The DCM developed several comparisons of multiple CTS delivery options, including detailed schedule analysis, studies on construction materials and crew manpower requirements.

4. Overlay Evaluation:

The DCM coordinated with the Tollway and General Engineering Consultant (GEC) in the resolution of construction staging issues pertaining to the pavement overlay and developed guidance issued to the CTS DSEs to facilitate consistent design across the CTS.

B. DESIGN SECTION ENGINEERING (DSE)

The supplemental scope of work includes providing Design Section Engineering (DSE) Services for preliminary, pre-final and final design engineering for the Tri- State (I-294) in accordance with the Tollway's Design Section Engineer's Manual, dated March 2017, as amended by the Tollway, and as otherwise noted below, to include the following:

Additional Retaining Walls and Design versus Non-Performance Based Noise Abatement Walls:

Performance Based Noise Abatement Walls were required per the Master Plan Phase and reflected in our Preliminary (60%) Design Submittal for all noise abatement walls identified in the original scope of work plus additional noise abatement walls identified as part of the first supplement to our contract. The scope will include the completion of base sheets and details for Noise Abatement Walls based on a Tollway Standard and for Noise Abatement Walls to be designed to meet unique configurations.

Use of Overlaid Moment Slab and Delayed Overlay of Concrete Pavement:

New details for the CTS will require re-design of approximately 3,300 lineal feet of moment slabs. Furthermore, it is understood that the overlay construction will take place a year or more after completion of the mainline reconstruction and will be designed by the DCM. To accommodate the delayed overlay, maintenance of traffic crossover locations will be re-evaluated, and updates will be required to the typical sections, cross sections, drainage, and earthwork calculations.

Additional Environmental Sampling, Reporting, and Earthwork Calculations:

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.

Implementation of VE Proposal:

To incorporate a recommendation stemming from the Value Engineering Study (VES) the will revise the profile at Salt Creek using the Cook County model south of Salt Creek and the DuPage County model at Salt Creek. As a result of this changed criteria it is required to redesign the Salt Creek Mainline bridges and proposed retaining walls north and south of Salt Creek.

Forest Preserve District of Cook County Coordination at Bemis Woods:

The Advance Engineering Study (AES) showed proposed easements along Bemis Woods with proposed guardrail and proposed ditches. To reduce the impacts to Bemis Woods, three design options were presented to the District summarizing the ROW and tree impacts including plans, typical sections and

graphical renderings. Completed a tree survey identifying the size, species and condition of all trees 3" or greater within the proposed easements. Provided drainage exhibits showing the existing and proposed drainage patterns with 6-month, 2 year and 100-year flow rates. Detailed information on water quality structures was provided.

3D Modeling:

The DSE has created multiple 3D models which helps depict the constructability and potential sequencing and impacts to Tollway motorists that was not included in the original negotiated budget.

ITS Corridor Enhancements:

The DSE developed 5 additional CCTV sites, 7 new median ITS Poles, 4 new ATM Gantries, 1 new WIM, 1 new IPDC, and gantry foundations.

EXHIBIT G

Current Obligations of Work for the Illinois State Tollway Highway Authority

AECOM Technical Services, Inc.
(Name of Your Firm)

Your firm as Prime Consultant

PSB No.	Total Project Fee (000's)	Fee Remaining without Subconsultants					
		0-6 Months		7-18 Months		>18 Months	
		Design (000's)	Constr. (000's)	Design (000's)	Constr. (000's)	Design (000's)	Constr. (000's)
16-3	\$80,086	\$6,000		\$4,000		\$10,000	
Total as Prime:	(enter here & table on Page 3)	\$3,000		\$3,000		\$10,000	

EXHIBIT G

Current Obligations of Work for the Illinois State Tollway Highway Authority

AECOM Technical Services, Inc.
(Name of Your Firm)

Your firm as Subconsultant:

Consultant You Are Subcontracted to	PSB No.	Total Project Fee	Fee Remaining						
			0-6 Months		7-18 Months		>18 Months		
			Design	Constr.	Design	Constr.	Design	Constr.	
Omega 2IM EJM/TranSmart Thomas	17-4 18-1 18-1 18-1	TBD 640 350 360	100,000 60,000	40,000					
<u>Total as Subconsultant:</u>	(enter here & table on Page 4)		\$160,000	\$40,000					

EXHIBIT G

Current Obligations Of Work By Your Transportation Staff For Other Than The Illinois State Toll Highway Authority

AECOM Technical Services, Inc.

(Name of your Firm)

	Total AGR Amount (000's)	Fee Remaining To Be Earned					
		0-6 Months		7-18 Months		>18 Months	
		Design (000's)	Constr. (000's)	Design (000's)	Constr. (000's)	Design (000's)	Constr. (000's)
City of Chicago	22,459	1,100	2,000	500	900	300	0
Illinois Department of Transportation	68,462	2,969	5	1,739	230	131	30
All Other Work (Public & Private)	63,630	6,099	534	4,199	517	5,965	100
Total Non-ISTHA (enter here & on table below)		10,168	2,539	6,438	1,647	6,396	130

Note: The start date for the 0-6 months will be the date of this PSB

Summary of Work

Totals For Firm	0-6 Months		7-18 Months		>18 Months	
	Design (000's)	Constr. (000's)	Design (000's)	Constr. (000's)	Design (000's)	Constr. (000's)
<u>Total As Prime</u>	3,006	0	6,000	0	37,000	0
Total As Subconsultant	160	140	0	0	0	0
Total For Non-ISTHA	10,168	2,539	6,438	1,647	6,396	130
Total	13,274	2,539	12,588	1,647	43,686	130

EXHIBIT G
Current Obligations that Your Firm Has Subcontracted
for The Illinois State Toll Highway Authority

AECOM Technical Services, Inc.
(Name of your Firm)

Subcontract Fee is the total Subconsultant fee negotiated in a subcontract and includes all additional Subconsultant fees in supplements and Extra Work Orders.

Fee Remaining to be earned is the "Subcontract Fee" less:

- (1) The fee billed to your firm and,
- (2) The actual and estimated fee for work completed subsequent to the last submitted invoice up to the date of issuance of this Bulletin.

PSB Item #	Job #	Name of Subconsultant	Sub-contract Fee (000's)	Fee Remaining To Be Earned					
				0-6 Months		7-18 Months		>18 Months	
				Design (000's)	Constr. (000's)	Design (000's)	Constr. (000's)	Design (000's)	Constr. (000's)
16-3	RR-16-4265	2iM Group	\$966	\$25					
16-3	RR-16-4265	American Survey	\$1,150	\$50					
16-3	RR-16-4265	CCS International	\$915	\$10					
16-3	RR-16-4265	EJM Engineering	\$1,406	\$0					
16-3	RR-16-4265	Metro Strategies	\$1,562	\$5					
16-3	RR-16-4265	Panacea Group	\$390	\$0					
16-3	RR-16-4265	PMCS	\$3,904	\$600		\$700			

PSB Item #	Job #	Name of Subconsultant	Sub-contract Fee (000's)	Fee Remaining To Be Earned					
				0-6 Months		7-18 Months		>18 Months	
				Design (000's)	Constr. (000's)	Design (000's)	Constr. (000's)	Design (000's)	Constr. (000's)
16-3	RR-16-4265	R&G Engineering	\$1,257	\$200		\$100			
16-3	RR-16-4265	SE3	\$12,596	\$2,400		\$4,200			
16-3	RR-16-4265	Urban GIS	\$390	\$127					
16-3	RR-16-4265	Wang Engineering	\$1,052	\$0					
16-3	RR-16-4265	Hanson Professional	\$880	\$5					
16-3	RR-16-4265	HDR	\$5	\$0					
16-3	RR-16-4265	Collins Engineering	\$781	\$0					
16-3	RR-16-4265	Frega Associates	\$380	\$0					
16-3	RR-16-4265	Middleton Construction	\$400	\$0					
16-3	RR-16-4265	SCIGON	\$781	\$50					
16-3	RR-16-4265	Quantum Spatial	\$1	\$0					
16-3	RR-16-4265	Czaplicki-Lopez	\$50	\$30					



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/03/2020

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

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

PRODUCER Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: LosAngeles.CertRequest@Marsh.Com CN101348564-STND-GAUE-20-21 04 2027	CONTACT NAME _____		FAX (A/C, No) _____	
	PHONE (A/C, No, Ext) _____			
INSURED AECOM AECOM Technical Services, Inc. 303 E. Wacker Drive, Suite 1400 Chicago, IL 60601	E-MAIL ADDRESS _____			
	INSURER(S) AFFORDING COVERAGE			NAIC #
	INSURER A ACE American Insurance Company			22667
	INSURER B N/A			N/A
	INSURER C Illinois Union Insurance Co			27960
INSURER D SEE ACORD 101				
INSURER E				
INSURER F				

COVERAGES **CERTIFICATE NUMBER:** LOS-002162295-13 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPL ES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			HDO G7123311A	04/01/2020	04/01/2021	EACH OCCURRENCE	\$ 3,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 3,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 3,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			ISA H25301730	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 3,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			SEE ACORD 101	04/01/2020	04/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACC DENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.			EON G21654693 005 "CLAIMS MADE"	04/01/2020	04/01/2021	Per Claim/Agg Defense Included	2,000,000

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

Re: AECOM Project No: 60545817; Tri-State Tollway, Design Corridor Management - Contract No. RR-16-4265

The Illinois State Toll Highway Authority is named as additional insured for GL & AL coverages, but only as respects work performed by or on behalf of the named insured and where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract with respect to the GL & AL coverages. Contractual Liability is included in the General Liability coverage. Waiver of Subrogation is applicable where required by written contract with respect to GL, AL and WC.

CERTIFICATE HOLDER

CANCELLATION

Illinois State Toll Highway Authority 2700 Ogden Avenue Downers Grove, IL 60515	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services James L. Vogel

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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh Risk & Insurance Services		NAMED INSURED AECOM AECOM Technical Services, 303 E. Wacker Drive, Suite Chicago, IL 60601	
POLICY NUMBER		EFFECTIVE DATE	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance



Workers Compensation/Employer Liability cont.



Policy Number	Insurer	States Covered
WLR C6692340A	Indemnity Insurance Company of North America - NAIC # 43575	AOS
WLR C66923320	ACE American Insurance Company - NAIC # 22667	CA, AZ, MA
SCF C66923368	ACE American Insurance Company - NAIC # 22667	WI Retro



If the insurer for the Workers Compensation policy cancels its policy for any reason other than for non-payment of premium, the insurer will provide 30 days notice of cancellation to those Certificate Holders that require it by written contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered **Autos** Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

<p>Named Insured: AECOM</p> <p>Endorsement Effective Date:</p>
--

SCHEDULE

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

Any person or organization whom you have agreed to provide additional insured status or additional insured status on a primary, non-contributory basis, under written contract, provided such contract was executed prior to the date of loss, except where such contract is prohibited by law

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **0.2.** of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- AUTODEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

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

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

Named Insured: AECOM
Endorsement Effective Date:

SCHEDULE

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

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss

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

The Transfer Of Rights Of Recovery Against Others

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

POLICY NUMBER: HOOG7123311A

Endorsement Number: 6

**COMMERCIAL GENERAL LIABILITY
CG 20 26 0413**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED- DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

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

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: HOO G7123311A

Endorsement Number: 4

COMMERCIAL GENERAL LIABILITY
CG 20 01 0413**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****PRIMARY AND NONCONTRIBUTORY-
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PARTThe following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and**(2)** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

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

The following is added to Paragraph **B. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions**;

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments **we** make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Workers' Compensation and Employers' Liability Policy

Named Insured AECOM 999 TOWN & COUNTRY ROAD ORANGE CA 92868	EndorsementNumber
	PolicyNumber Symbol: WLR Number: C6692340A
Policy Period 04-01-2020 TO 04-01-2021	Effective Date of Endorsement 04-01-2020
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the pre-approval of the policy.	

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

ANY PERSON OR ORGANIZATION AGAINST WHICH YOU HAVE AGREED TO **WAIVE** YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act (K.S.A. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act (K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.

_____ 

Contract Information Sheet

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

Consultant Name: AECOM Technical Services, Inc.

Contract Number: RR-16-4265

Proposal Date: 1/29/2020

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-16-4265

Consultant: AECOM Technical Services, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

													Grand Total Exhibit A Hours	10686
MONTHS of YEAR 2020													TOTAL HOURS	
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Design Corridor Management			600	600	600	600	600	600	600	600	600	600	600	6000
Design Section Engineering			180	180	180	180	180	180	180	180	180	180	180	1800
TOTALS			780	780	780	780	780	780	780	780	780	780	780	7800

Contract Number: RR-16-4265

Consultant: AECOM Technical Services, 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	
Design Corridor Management	200	200	200	200	200	200	50	50	50	50	50	50	1500
Design Section Engineering	180	170	170	170	170	156	120	50	50	50	50	50	1386
TOTALS	380	370	370	370	370	356	170	100	100	100	100	100	2886

Contract No.: RR-16-4265 **Consultant:** AECOM Technical Services, Inc.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. **VEHICLE REIMBURSEMENT** - rate based on link below
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- B. **ALLOWABLE DIRECT COSTS** - based on link below
https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5
- C. **OVERTIME PREMIUM**
- D. **ITEMIZED DIRECT COSTS** - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized) \$ 23,249.86

Contract No.: RR-16-4265

Consultant: AECOM Technical Services, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: Richard Young

Project Engineer: Bridget Malinowski

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: Tracy Borchardt

Project Structural Engineer: Robert Tessiatore

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Frank Noonan

Classification: Mechanical Design

Name: Michael Eichten

Classification: QA/QC Roadway

Name: Matthew Pregmon

Classification: QA/QC Structural

Name: _____

Classification: _____

EXHIBIT F

SUPPLEMENT NO. 3

SCOPE OF WORK

Design Corridor Manager
Tri-State Tollway
95th Street to Balmoral Avenue

Contract No. RR-16-4265

Illinois State Toll Highway Authority

January 29, 2020

I. ITEMS OF WORK TO BE INCLUDED IN CONTRACT RR-16-4265

The Design Corridor Manager (DCM) for Contract RR - 16-4265 shall provide design corridor management and Design Section Engineer (DSE) for the referenced project, as per the requirements of the Tollway's Design Section Engineer's Manual, dated March 2017, as amended by the Tollway, and herein specified. The design criteria and policies, Standard Specifications, materials and construction requirements of the Illinois State Toll Highway Authority (Tollway) shall apply to all portions of the improvement under Tollway jurisdiction. The design criteria and policies, materials and construction requirements of the Illinois Department of Transportation or applicable local agency shall apply outside the Tollway jurisdiction area.

The project program is a 6 year \$3.996 billion project as presented and approved by the Illinois Tollway Board on April 27, 2017. This scope of work for supplement #3 supplements and does not supersede any previous scope of work on this contract.

In accordance with the Tollway's Design Section Engineer's Manual, dated March 2017, as amended by the Tollway, and as otherwise noted below, the design corridor management supplemental services for the above project shall include but not be limited to, the following:

A. DESIGN CORRIDOR MANAGEMENT (DCM)

The DCM services for the project will include the following:

1. Increased Outreach to 28 Adjacent Communities, 23 Homeowners Associations, 25 Agencies and Other Consultants:

The CTS is the Tollway's busiest corridors and resides in along heavily residential and commercial property, very sensitive to impacts from the CTS construction. This supplement will continue the Outreach efforts and coordination with other consultants through the end of 2020 which includes coordination and resulting effort to produce schematics, videos, renderings and staffing at the outreach meetings and presentations.

2. Noise Abatement Walls:

The DCM will coordinate with the Tollway and General Engineering Consultant (GEC) to develop guidance for 20 miles of Noise Abatement Walls in the form of Standards, Base Sheets and Special Provisions for the DSEs to produce designed Noise Abatement Walls where possible in their design sections.

3. Construction Sequencing Comparison Studies:

The DCM developed several comparisons of multiple CTS delivery options, including detailed schedule analysis, studies on construction materials and crew manpower requirements.

4. Overlay Evaluation:

The DCM coordinated with the Tollway and General Engineering Consultant (GEC) in the resolution of construction staging issues pertaining to the pavement overlay and developed guidance issued to the CTS DSEs to facilitate consistent design across the CTS.

B. DESIGN SECTION ENGINEERING (DSE)

The supplemental scope of work includes providing Design Section Engineering (DSE) Services for preliminary, pre-final and final design engineering for the Tri- State (I-294) in accordance with the Tollway's Design Section Engineer's Manual, dated March 2017, as amended by the Tollway, and as otherwise noted below, to include the following:

Additional Retaining Walls and Design versus Non-Performance Based Noise Abatement Walls:

Performance Based Noise Abatement Walls were required per the Master Plan Phase and reflected in our Preliminary (60%) Design Submittal for all noise abatement walls identified in the original scope of work plus additional noise abatement walls identified as part of the first supplement to our contract. The scope will include the completion of base sheets and details for Noise Abatement Walls based on a Tollway Standard and for Noise Abatement Walls to be designed to meet unique configurations.

Use of Overlaid Moment Slab and Delayed Overlay of Concrete Pavement:

New details for the CTS will require re-design of approximately 3,300 lineal feet of moment slabs. Furthermore, it is understood that the overlay construction will take place a year or more after completion of the mainline reconstruction and will be designed by the DCM. To accommodate the delayed overlay, maintenance of traffic crossover locations will be re-evaluated, and updates will be required to the typical sections, cross sections, drainage, and earthwork calculations.

Additional Environmental Sampling, Reporting, and Earthwork Calculations:

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.

Implementation of VE Proposal:

To incorporate a recommendation stemming from the Value Engineering Study (VES) the will revise the profile at Salt Creek using the Cook County model south of Salt Creek and the DuPage County model at Salt Creek. As a result of this changed criteria it is required to redesign the Salt Creek Mainline bridges and proposed retaining walls north and south of Salt Creek.

Forest Preserve District of Cook County Coordination at Bemis Woods:

The Advance Engineering Study (AES) showed proposed easements along Bemis Woods with proposed guardrail and proposed ditches. To reduce the impacts to Bemis Woods, three design options were presented to the District summarizing the ROW and tree impacts including plans, typical sections and

graphical renderings. Completed a tree survey identifying the size, species and condition of all trees 3" or greater within the proposed easements. Provided drainage exhibits showing the existing and proposed drainage patterns with 6-month, 2 year and 100-year flow rates. Detailed information on water quality structures was provided.

3D Modeling:

The DSE has created multiple 3D models which helps depict the constructability and potential sequencing and impacts to Tollway motorists that was not included in the original negotiated budget.

ITS Corridor Enhancements:

The DSE developed 5 additional CCTV sites, 7 new median ITS Poles, 4 new ATM Gantries, 1 new WIM, 1 new IPDC, and gantry foundations.

EXHIBIT G

Current Obligations of Work for the Illinois State Tollway Highway Authority

AECOM Technical Services, Inc.

(Name of Your Firm)

Your firm as Prime Consultant

PSB No.	Total Project Fee (000's)	<u>Fee Remaining without Subconsultants</u>					
		0-6 Months		7-18 Months		>18 Months	
		Design (000's)	Constr. (000's)	Design (000's)	Constr. (000's)	Design (000's)	Constr. (000's)
16-3	\$80,086	\$6,000		\$4,000		\$10,000	
<u>Total as Prime:</u>	<u>(enter here & table on Page 3)</u>	\$3,000		\$3,000		\$10,000	

EXHIBIT G

Current Obligations of Work for the Illinois State Tollway Highway Authority

AECOM Technical Services, Inc.
(Name of Your Firm)

Your firm as Subconsultant:

Consultant You Are Subcontracted to	PSB No.	Total Project Fee	Fee Remaining						
			0-6 Months		7-18 Months		>18 Months		
			Design	Constr.	Design	Constr.	Design	Constr.	
Omega	17-4	TBD							
2IM	18-1	640	100,000						
EJM/TranSmart	18-1	350	60,000						
Thomas	18-1	360		40,000					
<u>Total as Subconsultant:</u>	(enter here & table on Page 4)		\$160,000	\$40,000					

EXHIBIT G

Current Obligations Of Work By Your Transportation Staff For Other Than The Illinois State Toll Highway Authority

AECOM Technical Services, Inc.

(Name of your Firm)

	Total AGR Amount (000's)	Fee Remaining To Be Earned					
		0-6 Months		7-18 Months		>18 Months	
		Design (000's)	Constr. (000's)	Design (000's)	Constr. (000's)	Design (000's)	Constr. (000's)
City of Chicago	22,459	1,100	2,000	500	900	300	0
Illinois Department of Transportation	68,462	2,969	5	1,739	230	131	30
All Other Work (Public & Private)	63,630	6,099	534	4,199	517	5,965	100
Total Non-ISTHA (enter here & on table below)		10,168	2,539	6,438	1,647	6,396	130

Note: The start date for the 0-6 months will be the date of this PSB

Summary of Work

Totals For Firm	0-6 Months		7-18 Months		>18 Months	
	Design (000's)	Constr. (000's)	Design (000's)	Constr. (000's)	Design (000's)	Constr. (000's)
Total As Prime	3,006	0	6,000	0	37,000	0
Total As Subconsultant	160	140	0	0	0	0
Total For Non-ISTHA	10,168	2,539	6,438	1,647	6,396	130
Total	13,274	2,539	12,588	1,647	43,686	130

EXHIBIT G

Current Obligations that Your Firm Has Subcontracted for The Illinois State Toll Highway Authority

AECOM Technical Services, Inc.

(Name of your Firm)

Subcontract Fee is the total Subconsultant fee negotiated in a subcontract and includes all additional Subconsultant fees in supplements and Extra Work Orders.

Fee Remaining to be earned is the "Subcontract Fee" less:

- (1) The fee billed to your firm and,
- (2) The actual and estimated fee for work completed subsequent to the last submitted invoice up to the date of issuance of this Bulletin.

PSB Item #	Job #	Name of Subconsultant	Sub-contract Fee (000's)	Fee Remaining To Be Earned					
				0-6 Months		7-18 Months		>18 Months	
				Design (000's)	Constr. (000's)	Design (000's)	Constr. (000's)	Design (000's)	Constr. (000's)
16-3	RR-16-4265	2iM Group	\$966	\$25					
16-3	RR-16-4265	American Survey	\$1,150	\$50					
16-3	RR-16-4265	CCS International	\$915	\$10					
16-3	RR-16-4265	EJM Engineering	\$1,406	\$0					
16-3	RR-16-4265	Metro Strategies	\$1,562	\$5					
16-3	RR-16-4265	Panacea Group	\$390	\$0					
16-3	RR-16-4265	PMCS	\$3,904	\$600		\$700			

PSB Item #	Job #	Name of Subconsultant	Sub-contract Fee (000's)	Fee Remaining To Be Earned					
				0-6 Months		7-18 Months		>18 Months	
				Design (000's)	Constr. (000's)	Design (000's)	Constr. (000's)	Design (000's)	Constr. (000's)
16-3	RR-16-4265	R&G Engineering	\$1,257	\$200		\$100			
16-3	RR-16-4265	SE3	\$12,596	\$2,400		\$4,200			
16-3	RR-16-4265	Urban GIS	\$390	\$127					
16-3	RR-16-4265	Wang Engineering	\$1,052	\$0					
16-3	RR-16-4265	Hanson Professional	\$880	\$5					
16-3	RR-16-4265	HDR	\$5	\$0					
16-3	RR-16-4265	Collins Engineering	\$781	\$0					
16-3	RR-16-4265	Frega Associates	\$380	\$0					
16-3	RR-16-4265	Middleton Construction	\$400	\$0					
16-3	RR-16-4265	SCIGON	\$781	\$50					
16-3	RR-16-4265	Quantum Spatial	\$1	\$0					
16-3	RR-16-4265	Czaplicki-Lopez	\$50	\$30					

Exhibit G – Page 5 of 5

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

<p>1 <u>2iM Group, LLC</u></p> <table border="0"> <tr> <td>Direct Labor</td> <td style="text-align: right;">\$ 273,840.00</td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$ 10,000.00</td> </tr> <tr> <td>Services by Others</td> <td></td> </tr> <tr> <td>Additional Services **</td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$ 283,840.00</td> </tr> </table>	Direct Labor	\$ 273,840.00	Direct Costs	\$ 10,000.00	Services by Others		Additional Services **		Total this Subconsultant (ULC)	\$ 283,840.00	<p>7</p> <table border="0"> <tr> <td>Direct Labor</td> <td></td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$ -</td> </tr> </table>	Direct Labor		Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
Direct Labor	\$ 273,840.00																				
Direct Costs	\$ 10,000.00																				
Services by Others																					
Additional Services **																					
Total this Subconsultant (ULC)	\$ 283,840.00																				
Direct Labor																					
Direct Costs	\$ -																				
Services by Others	\$ -																				
Additional Services **	\$ -																				
Total this Subconsultant (ULC)	\$ -																				
<p>2 <u>American Survey & Engineering, P.C.</u></p> <table border="0"> <tr> <td>Direct Labor</td> <td style="text-align: right;">\$ 71,420.16</td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$ 3,579.84</td> </tr> <tr> <td>Services by Others</td> <td></td> </tr> <tr> <td>Additional Services **</td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$ 75,000.00</td> </tr> </table>	Direct Labor	\$ 71,420.16	Direct Costs	\$ 3,579.84	Services by Others		Additional Services **		Total this Subconsultant (ULC)	\$ 75,000.00	<p>8</p> <table border="0"> <tr> <td>Direct Labor</td> <td></td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$ -</td> </tr> </table>	Direct Labor		Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
Direct Labor	\$ 71,420.16																				
Direct Costs	\$ 3,579.84																				
Services by Others																					
Additional Services **																					
Total this Subconsultant (ULC)	\$ 75,000.00																				
Direct Labor																					
Direct Costs	\$ -																				
Services by Others	\$ -																				
Additional Services **	\$ -																				
Total this Subconsultant (ULC)	\$ -																				
<p>3 <u>EJM Engineering, Inc.</u></p> <table border="0"> <tr> <td>Direct Labor</td> <td style="text-align: right;">\$ 344,265.60</td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$ 10,000.00</td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$ 354,265.60</td> </tr> </table>	Direct Labor	\$ 344,265.60	Direct Costs	\$ 10,000.00	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ 354,265.60	<p>9</p> <table border="0"> <tr> <td>Direct Labor</td> <td></td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$ -</td> </tr> </table>	Direct Labor		Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
Direct Labor	\$ 344,265.60																				
Direct Costs	\$ 10,000.00																				
Services by Others	\$ -																				
Additional Services **	\$ -																				
Total this Subconsultant (ULC)	\$ 354,265.60																				
Direct Labor																					
Direct Costs	\$ -																				
Services by Others	\$ -																				
Additional Services **	\$ -																				
Total this Subconsultant (ULC)	\$ -																				
<p>4 <u>Metro Strategies, Inc.</u></p> <table border="0"> <tr> <td>Direct Labor</td> <td style="text-align: right;">\$ 766,463.88</td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$ 10,000.00</td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$ 776,463.88</td> </tr> </table>	Direct Labor	\$ 766,463.88	Direct Costs	\$ 10,000.00	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ 776,463.88	<p>10</p> <table border="0"> <tr> <td>Direct Labor</td> <td></td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$ -</td> </tr> </table>	Direct Labor		Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
Direct Labor	\$ 766,463.88																				
Direct Costs	\$ 10,000.00																				
Services by Others	\$ -																				
Additional Services **	\$ -																				
Total this Subconsultant (ULC)	\$ 776,463.88																				
Direct Labor																					
Direct Costs	\$ -																				
Services by Others	\$ -																				
Additional Services **	\$ -																				
Total this Subconsultant (ULC)	\$ -																				
<p>5 <u>Program Management & Control Systems, LLC.</u></p> <table border="0"> <tr> <td>Direct Labor</td> <td style="text-align: right;">\$ 98,646.24</td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$ 1,353.76</td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$ 100,000.00</td> </tr> </table>	Direct Labor	\$ 98,646.24	Direct Costs	\$ 1,353.76	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ 100,000.00	<p>11</p> <table border="0"> <tr> <td>Direct Labor</td> <td></td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$ -</td> </tr> </table>	Direct Labor		Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
Direct Labor	\$ 98,646.24																				
Direct Costs	\$ 1,353.76																				
Services by Others	\$ -																				
Additional Services **	\$ -																				
Total this Subconsultant (ULC)	\$ 100,000.00																				
Direct Labor																					
Direct Costs	\$ -																				
Services by Others	\$ -																				
Additional Services **	\$ -																				
Total this Subconsultant (ULC)	\$ -																				

6 SE3, LLC.

Direct Labor	<u>\$ 353,136.00</u>	
Direct Costs	<u>\$ 10,000.00</u>	
Services by Others	<u>\$ -</u>	
Additional Services **	<u>\$ -</u>	
Total this Subconsultant (ULC)		<u>\$ 363,136.00</u>

12

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ 1,952,705.48

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 1,952,705.48

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 49.11%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 49.11%

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

<p>1 <u>Collins Engineering, Inc.</u></p> <p>Direct Labor \$ 319,642.40</p> <p>Direct Costs \$ 10,000.00</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ 329,642.40</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: \$ 329,642.40

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

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 329,642.40

Contract Information Sheet

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

Consultant Name: 2iM Group, LLC

Contract Number: RR-16-4265 Supplement #3

Proposal Date: 1/29/2020

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: 16-4265 Supplement

Consultant: 2iM Group, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

													Grand Total Exhibit A Hours	2400
MONTHS of YEAR 2020													TOTAL HOURS	
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
DCM & DSE Services			180	180	180	180	120	120	120	120	120	120	120	1440
TOTALS			180	180	180	180	120	120	120	120	120	120	120	1440

Contract Number: 16-4265 Supplemen

Consultant: 2iM Group, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
DCM & DSE Services	80	80	80	80	80	80	80	80	80	80	80	80	80	960
TOTALS	80	80	80	80	80	80	80	80	80	80	80	80	80	960

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>2,400.00</u> (Total Work Hours from Exhibit A)	<u>\$ 40.75</u> (Average Hourly Rate)	TOTAL DIRECT SALARY \$	<u>97,800.00</u>
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Multiplier to be used on this project:	<u>2.80</u>
Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)	

DIRECT REGULAR SALARY TIMES MULTIPLIER	\$ <u>273,840.00</u>
---	----------------------

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$	<u>10,000.00</u>
-----------------------	------------------

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 \$	<u>-</u>
-----------------------------	----------

D. ADDITIONAL SERVICES (Prime Consultant)

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

(Requires prior authorization before use)

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$	<u><u>283,840.00</u></u>
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Contract No.: 18-4265 Supplement

Consultant: 2iM Group, LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

EXHIBIT F

Contract No. RR-16-4265 Supplement #3

2iM Group, LLC

SCOPE OF SERVICES

Assist in Design Corridor Management and Design Section Engineer tasks as assigned by AECOM or other technical tasks as directed by the Tollway as part of this contract.

EXHIBIT G

Contract No. RR-16-4265 Supplement #3

2iM Group, LLC

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
--------------------------------	--	--	---------------------------------------	---

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1

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

7

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

2

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

8

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

3

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

9

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

4

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

10

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

5

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

11

<hr/>	
Direct Labor	<hr/>
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)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: American Surveying & Engineering, P.C.

Contract Number: RR-16-4265

Proposal Date: 1/29/2020

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-16-4265

Consultant: American Surveying & Engineering, P.C.

EXHIBIT A: ESTIMATED TASK WORK HOURS

													Grand Total Exhibit A Hours	480
MONTHS of YEAR 2020													TOTAL HOURS	
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
DCM Services														
QA/QC														
Project Mgmt					10	10	10	10	10	10	10	10	10	80
Eng/Utilities														
GIS support														
CADD/Database					10	10	10	10	10	10	10	10	10	80
Survey coordination					10	1	10	10	10	10	10	10	10	71
Admin					4	4	4	4	4	4	4	4	4	32
TOTALS					34	25	34	34	34	34	34	34	34	263

Contract Number: RR-16-4265

Consultant: American Surveying & Engineering, P.C.

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	
DCM Services													
QA/QC													
Project Mgmt	10	10	10	10	10	10	10	10	10	10	10	10	120
Eng/Utilities													
GIS support	10	10	10	10	9								49
CADD/Database													
Survey coordination													
Admin	4	4	4	4	4	4	4	4	4	4	4	4	48
TOTALS	24	24	24	24	23	14	14	14	14	14	14	14	217

Contract No.: RR-16-4265

Consultant: American Surveying & Engineering, P.C.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>480.00</u> (Total Work Hours from Exhibit A)	<u>\$ 53.14</u> (Average Hourly Rate)	TOTAL DIRECT SALARY \$ <u>25,507.20</u>
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Multiplier to be used on this project: 2.80
 Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)

DIRECT REGULAR SALARY TIMES MULTIPLIER \$ 71,420.16

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 3,579.84

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)

\$ 75,000.00

Contract No.: RR-16-4265 Consultant: American Surveying & Engineering, P.C.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

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

- C. **OVERTIME PREMIUM**

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

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized) \$ 3,579.84

Contract No.: RR-16-4265

Consultant: American Surveying & Engineering, P.C.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

EXHIBIT F

Contract No. RR-16-4265

American Surveying & Engineering, P.C.

SCOPE OF SERVICES

Surveying and subsurface utility engineering (SUE) services, as requested, or other tasks as assigned by AECOM or other technical tasks as directed by the Tollway as part of this contract.

EXHIBIT G

Contract No. RR-16-4265

American Surveying & Engineering, P.C.

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
P-93-011-10	Land Surveys and Preparation and Review	\$300,000.00	\$134,000.00	5/1/2019
P-92-099-11	Various Survey Projects, Various Routes, Various Counties, Region Two/District Two	\$350,000.00	\$107,762.00	10/31/2021
RR-14-4223	Tri-State Tollway, Roadway Study, 95th Street (M.P. 17.5) to Cermak Road (M.P. 29.5)	\$503,981.18	\$368,127.44	2/1/2017
I-11-4014	Elgin O'Hare Western Bypass Tollway, Design Corridor Management	\$8,162,850.20	\$2,845,189.53	5/31/2017
I-13-4119	I-88 Photo control: I-39 to Sterling, IL	Work order contract	TBD	TBD
I-13-4623	Elgin O'Hare Western Access, I-290 to IL 83 Advance Work Contracts	\$144,876.45	\$87,704.34	3/27/2022
RR-14-4181	Fiber Optic Maintenance	\$1,172,560.00	\$377,386.09	4/15/2019
I-15-4659	Wight - Phase II and Phase III	Work order contract	\$1,600.00	TBD
P-91-001-16	IDOT Survey Various/Variou	\$500,000.00	\$300,000.00	
P-94-008-14	IDOT Survey Various/Variou	\$300,000.00	\$239,379.05	
P-91-001-16	IDOT Survey Various/Variou - Mobile LiDAR	\$499,987.74	\$299,999.38	

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1

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

7

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

2

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

8

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

3

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

9

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

4

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

10

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

5

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

11

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

6

Direct Labor		
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	<table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Direct Labor</td> <td style="border-bottom: 1px solid red; width: 20%;"></td> <td style="width: 20%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid red;"></td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid red;"></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid red;"></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="border-bottom: 1px solid black; text-align: right;">-</td> </tr> </table>	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)	\$	-														
2	<table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Direct Labor</td> <td style="border-bottom: 1px solid red; width: 20%;"></td> <td style="width: 20%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid red;"></td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid red;"></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid red;"></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="border-bottom: 1px solid black; text-align: right;">-</td> </tr> </table>	Direct Labor			Direct Costs			Services by Others			Additional Services **			Total this Subconsultant (ULC)	\$	-
Direct Labor																
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Direct Labor	\$ -															
Direct Costs	\$ -															
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4	<table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Direct Labor</td> <td style="border-bottom: 1px solid red; width: 20%; text-align: right;">\$ -</td> <td style="width: 20%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid red; text-align: right;">\$ -</td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid red; text-align: right;">\$ -</td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid red; text-align: right;">\$ -</td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="border-bottom: 1px solid black; text-align: right;">-</td> </tr> </table>	Direct Labor	\$ -		Direct Costs	\$ -		Services by Others	\$ -		Additional Services **	\$ -		Total this Subconsultant (ULC)	\$	-
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Direct Labor	\$ -															
Direct Costs	\$ -															
Services by Others	\$ -															
Additional Services **	\$ -															
Total this Subconsultant (ULC)	\$	-														
10	<table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Direct Labor</td> <td style="border-bottom: 1px solid red; width: 20%; text-align: right;">\$ -</td> <td style="width: 20%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid red; text-align: right;">\$ -</td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid red; text-align: right;">\$ -</td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid red; text-align: right;">\$ -</td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="border-bottom: 1px solid black; text-align: right;">-</td> </tr> </table>	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 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: EJM Engineering, Inc.

Contract Number: RR-16-4265 - Supplement #3

Proposal Date: 1/29/2020

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: 16-4265 - Supplement

Consultant: EJM Engineering, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

													Grand Total Exhibit A Hours	2400
MONTHS of YEAR 2020													TOTAL HOURS	
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
DCM & DSE Services			180	180	180	180	120	120	120	120	120	120	1440	
TOTALS			180	180	180	180	120	120	120	120	120	120	1440	

Contract Number: 16-4265 - Supplement

Consultant: EJM 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	
DCM & DSE Services	80	80	80	80	80	80	80	80	80	80	80	80	960
TOTALS	80	80	80	80	80	80	80	80	80	80	80	80	960

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

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

- C. **OVERTIME PREMIUM**

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

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized)	\$ <u>10,000.00</u>
--	----------------------------

Contract No.: -4265 - Supplerr

Consultant: EJM Engineering, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

EXHIBIT F

Contract No. RR-16-4265 - Supplement #3

EJM Engineering, Inc.

SCOPE OF SERVICES

Assist in Design Corridor Management lighting or ITS services or other tasks as assigned by AECOM or other technical tasks as directed by the Tollway as part of this contract.

EXHIBIT G

Contract No. RR-16-4265 - Supplement #3

EJM 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
--------------------------------	--	--	---------------------------------------	---

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1

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

7

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

2

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

8

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

3

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

9

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

4

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

10

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

5

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

11

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

6

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

12

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

** Additional services funds require prior authorization before use

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

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

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

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

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

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

** 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: Metro Strategies, Inc.

Contract Number: RR-16-4265 Supplement #3

Proposal Date: 1/29/2020

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: 16-4265 Supplemen

Consultant: Metro Strategies, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

													Grand Total Exhibit A Hours	9485
MONTHS of YEAR 2020													TOTAL HOURS	
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
DCM Services			1116	1116	1116	1116	891	891	816	816	816	791	9485	
TOTALS			1116	1116	1116	1116	891	891	816	816	816	791	9485	

Contract No.: 18-4265 Supplement

Consultant: Metro Strategies, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

EXHIBIT F

Contract No. RR-16-4265 Supplement #3

Metro Strategies, Inc.

SCOPE OF SERVICES

Assist in Design Corridor Management stakeholder coordination/public outreach tasks or other tasks as assigned by AECOM or other technical tasks as directed by the Tollway as part of this contract.

EXHIBIT G

Contract No. RR-16-4265 Supplement #3

Metro Strategies, 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
--------------------------------	--	--	---------------------------------------	---

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1

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

7

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

2

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

8

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

3

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

9

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

4

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

10

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

5

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

11

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

6

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

12

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

** Additional services funds require prior authorization before use

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: PMCS, LLC

Contract Number: RR-16-4265 Supplement 3

Proposal Date: 1/29/2016

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: -16-4265 Supplement

Consultant: PMCS, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
DCM Services	40	40	20	20	20	20	20	20	20	20	20	20	280
TOTALS	40	40	20	20	20	20	20	20	20	20	20	20	280

Contract No.: IR-16-4265 Supplement

Consultant: _____

PMCS, LLC

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>680.00</u> (Total Work Hours from Exhibit A)	<u>\$ 51.81</u> (Average Hourly Rate)	TOTAL DIRECT SALARY \$	<u>35,230.80</u>
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Multiplier to be used on this project:

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

2.80

DIRECT REGULAR SALARY TIMES MULTIPLIER

\$ 98,646.24

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 1,353.76

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)

\$ 100,000.00

Contract No.: 6-4265 Supplerr

Consultant: PMCS, LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

EXHIBIT F

Contract No. RR-16-4265 Supplement 3

PMCS, LLC

SCOPE OF SERVICES

Assist in program controls tasks or other tasks as assigned by AECOM or other technical tasks as directed by the Tollway as part of this contract.

EXHIBIT G

Contract No. RR-16-4265 Supplement 3

PMCS, LLC

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
--------------------------------	--	--	---------------------------------------	---

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1

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

7

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

2

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

8

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

3

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

9

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

4

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

10

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

5

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

11

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

6

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

12

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

** Additional services funds require prior authorization before use

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: SE3, LLC

Contract Number: RR-16-4265 Supp 3

Proposal Date: 1/29/2020

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-16-4265 Supp 3

Consultant: SE3, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

													Grand Total Exhibit A Hours	2400
MONTHS of YEAR 2020													TOTAL HOURS	
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
DCM & DSE Services			180	180	180	180	120	120	120	120	120	120	1440	
TOTALS			180	180	180	180	120	120	120	120	120	120	1440	

Contract Number: RR-16-4265 Supp 3

Consultant: _____ SE3, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
DCM & DSE Services	80	80	80	80	80	80	80	80	80	80	80	80	960
TOTALS	80	80	80	80	80	80	80	80	80	80	80	80	960

Contract No.: RR-16-4265 Supp 3

Consultant: SE3, LLC

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>2,400.00</u> (Total Work Hours from Exhibit A)	<u>\$ 52.55</u> (Average Hourly Rate)	TOTAL DIRECT SALARY \$	<u>126,120.00</u>
---	---	------------------------	-------------------

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

DIRECT REGULAR SALARY TIMES MULTIPLIER	\$ <u>353,136.00</u>
---	----------------------

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS	\$ <u>10,000.00</u>
--------------------	---------------------

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)

<u>\$ 363,136.00</u>

Contract No.: R-16-4265 Supp

Consultant: SE3, LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

EXHIBIT F

Contract No. RR-16-4265 Supp 3

SE3, LLC

SCOPE OF SERVICES

Assist in Design Corridor Management, and Design tasks or other tasks as assigned by AECOM or other technical tasks as directed by the Tollway as part of this contract.

EXHIBIT G

Contract No. RR-16-4265 Supp 3

SE3, LLC

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
RR-10-9973	Illinois Tollway, GEC Contract	\$6,075,077.98		
PTB 159/11	IDOT, US 45 from IL 132 to Washington St.	TBD		
P-91-495-12	IDOT, Phase I Various Geometrics Program Ma	\$391,277.15		
P-91-346-15	IDOT, Phase I Various Geometrics Program Ma	\$34,738.00		
D-91-008-14	IDOT, IL 47 from Charles Road to North of IL Rc	TBD		
MO-12-1237	Illinois Tollway, Pavement Management Services			
I-13-4613	Illinois Tollway, Elgin-O'Hare CUR, CM			
D-91-104-14	IDOT, Phase II Various-Variou			
P-91-119-14	IDOT, Various/ Various Phase 1			
RR-13-4153	Illinois Tollway, Const Upon Request			
I-11-4017	Illinois Tollway, I-90 Recon from IL 53 to Higgins Road			

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1

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

7

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

2

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

8

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

3

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

9

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

4

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

10

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

5

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

11

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

6

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

12

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

** Additional services funds require prior authorization before use

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Collins Engineers, Inc.

Contract Number: RR-16-4265 - Supp 3

Proposal Date: 1/29/2020

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-16-4265 - Supp 3

Consultant: Collins Engineers, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

													Grand Total Exhibit A Hours	2200
MONTHS of YEAR 2020													TOTAL HOURS	
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
DCM & DSE Services			200	200	100	100	100	100	100	100	100	100	1200	
TOTALS			200	200	100	100	100	100	100	100	100	100	1200	

Contract Number: RR-16-4265 - Supp 3

Consultant: Collins Engineers, 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	
DCM & DSE Services	100	100	100	100	100	100	100	100	100	100			1000
TOTALS	100	100	100	100	100	100	100	100	100	100			1000

Contract No.: 16-4265 - Supl

Consultant: Collins Engineers, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

EXHIBIT F

Contract No. RR-16-4265 - Supp 3

Collins Engineers, Inc.

SCOPE OF SERVICES

Assist in Design Corridor Management and Design Section Engineer structural services or other tasks as assigned by AECOM or other technical tasks as directed by the Tollway as part of this contract.

EXHIBIT G

Contract No. RR-16-4265 - Supp 3

Collins Engineers, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
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EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1

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

7

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

2

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

8

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

3

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

9

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

4

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

10

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

5

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

11

<hr/>	
Direct Labor	<hr/>
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)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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