

RESOLUTION NO. 22059

Background

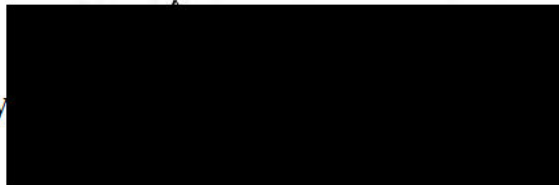
The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 21492 dated February 22, 2018, entered into an Agreement with Chastain & Associates LLC on Contract No. RR-17-4295 for Construction Management Services on the Veterans Memorial Tollway (I-355) from Mile Post 12.3 (I-55) to Mile Post 29.8 (Army Trail Road).

Per Tollway request, Chastain & Associates LLC submitted a proposal to provide Supplemental Construction Management Services for Contract No. RR-17-4295 in an amount not to exceed \$800,000.00, increasing the contract upper limit from \$12,030,050.00 to \$12,830,050.00. It is necessary and in the best interest of the Tollway to accept Chastain & Associates LLC proposal.

Resolution

The Chief Engineering Officer is authorized to negotiate an Amended Agreement with Chastain & Associates LLC, consistent with the aforementioned proposal, to increase the contract upper limit by \$800,000.00, subject to review and approval by the General Counsel. The Chairman/Chief Executive Officer of the Tollway is authorized to execute the Agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by





Contract: RR-17-4295

PSB: 17-3 Item 21

Consultant: Chastain & Associates, LLC

PM: Jamie Noe

Reviewer: Sherita Kelly

Review Date: 7/30/2020

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

Exhibits B

Chastain & Associates, LLC – Received OK

- **Please provide-Proposal**
- **Please provide-Certificate of Insurance**

Material Solutions Laboratory -Revised OK

- **Exhibit B – Calculations do not match, please revise and resubmit- off by \$10.86.**

Business & Contact Information

BUSINESS NAME	J.A. Watts Inc.	
OWNER	Ms. Julie Watts	
ADDRESS	940 W ADAMS ST STE 400 CHICAGO, IL 60607-3753	Map This Address
PHONE	312-997-3720 Ext. 111	
FAX	312-997-3726	
EMAIL	ccarter@jwincorporated.com	

Certification Information

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFICATION DATE	4/10/2020
RENEWAL DATE	2/1/2021
EXPIRATION DATE	2/1/2021
CERTIFIED BUSINESS DESCRIPTION	NAICS 236210 Construction management, industrial building (except warehouses) NAICS 236220 Construction management, commercial and institutional building NAICS 237310 Construction management, highway, road, street and bridge NAICS 237990 Construction management, mass transit NAICS 541330 Engineering services NAICS 541611 Administrative and General management Consulting Services NAICS 561720 Janitorial Services

Commodity Codes

Code	Description
NAICS 236210	Construction management, industrial building (except warehouses)
NAICS 236220	Construction management, commercial and institutional building

NAICS 237310	Construction management, highway, road, street and bridge
NAICS 237990	Construction management, mass transit
NAICS 237990	Other Heavy and Civil Engineering Construction
NAICS 541330	Engineering services
NAICS 541611	Administrative Management and General Management Consulting Services
NAICS 541990	All Other Professional, Scientific, and Technical Services
NAICS 561720	Janitorial services

Additional Information

WARD	25
COMMUNITY AREA	28 Near West Side

Business & Contact Information

BUSINESS NAME	J.A. Watts Inc.	
OWNER	Ms. Julie Watts	
ADDRESS	940 W ADAMS ST STE 400 CHICAGO, IL 60607-3753	Map This Address
PHONE	312-997-3720	
EMAIL	ccarter@jwincorporated.com	
WEBSITE	http://www.jwincorporated.com	
ETHNICITY	Caucasian	
GENDER	Female	
COUNTY	Cook (IL)	

Certification Information

CERTIFYING AGENCY	State of Illinois Central Management Services
CERTIFICATION TYPE	WBE - Women Business Enterprise
RENEWAL DATE	6/28/2021
EXPIRATION DATE	6/28/2025
CERTIFIED BUSINESS DESCRIPTION	Architectural and Engineering Services, Non-Professional Designing Services CONSTRUCTION SERVICES, GENERAL CONSTRUCTION SERVICES, HEAVY Construction, Highway and Road Construction Consulting Engineering Services, Professional Civil Engineering General Construction: Management, Scheduling, Cost Estimation - Engineering Highways, Streets, Airport Pay-Parking Lots - Engineering Traffic and Transportation Engineering Construction Management Services Toll Management and Operations Services Traffic Control Services (To Include Placement and Removal of Control Devices)

Commodity Codes

Code	Description
NIGP 907	Architectural and Engineering Services, Non-Professional
NIGP 90700	ARCHITECTURAL AND ENGINEERING SERVICES, NON-PROFESSIONAL
NIGP 90735	Design Services
NIGP 91200	CONSTRUCTION SERVICES, GENERAL, INCLUDING MAINTENANCE AND REPAIR SERVICES)
NIGP 91300	CONSTRUCTION SERVICES, HEAVY, INCLUDING MAINTENANCE AND REPAIR SERVICES
NIGP 91327	Construction, Highway and Road
NIGP 91831	Construction Consulting
NIGP 925	Engineering Services, Professional
NIGP 92500	ENGINEERING SERVICES, PROFESSIONAL
NIGP 92517	Civil Engineering
NIGP 92544	General Construction: Management, Scheduling, Cost Estimation Engineering
NIGP 92549	Highways, Streets, Airport Pay-Parking Lots Engineering
NIGP 92593	Traffic and Transportation Engineering
NIGP 95826	Construction Management Services
NIGP 95893	Toll Management and Operations Services
NIGP 96884	Traffic Control Services, Including Placement and Removal of Control Devices

Additional Information

REGION

Metro Chicago

➕ 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

Material Solutions Laboratory Corporation
Samir Kukadia
1040 Bonaventure Dr.
Elk Grove Village, IL
60007

Email: sam@msl-corp.com
Phone: (847) 466-7216
Fax: (847) 285-1712

County: Cook

Categories: Architecture\Engineering, Construction, Professional

NAICS	Speciality
541330-Engineering Services	541330- QA AGGREGATE/HMA/PCC
541380-Testing Laboratories	SPEC. SERVS.: CONSTRUCTION INSPECTION
561730-Landscape Services	541380- MISC: MATERIAL TESTING MISC: CONCRETE FIELD TESTING MISC: CONCRETE LABORATORY TESTING 561730- SEEDING & SODDING LANDSCAPING



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Corporation/LLC Search/Certificate of Good Standing

LLC File Detail Report

File Number	04284011
Entity Name	CHASTAIN & ASSOCIATES LLC
Status	ACTIVE

Entity Information	
Principal Office	5 N COUNTRY CLUB RD DECATUR, IL 62521
Entity Type	LLC
Type of LLC	Domestic
Organization/Admission Date	Monday, 1 April 2013
Jurisdiction	IL
Duration	PERPETUAL

Agent Information

Name	DANIEL T JEDRZEJAK
Address	5 N COUNTRY CLUB RD. DECATUR , IL 62521
Change Date	Monday, 22 August 2016

Annual Report

For Year	2020
Filing Date	Tuesday, 2 June 2020

Managers

Name	MYERS, KEVIN E
Address	5 N COUNTRY CLUB RD DECATUR, IL 62521
Name	JEDRZEJAK, DANIEL T
Address	5 N COUNTRY CLUB RD DECATUR, IL 62521
Name	COOK, CURTIS D.
Address	5 N. COUNTRY CLUB RD. DECATUR, IL 625210000
Name	BUENING, JEREMY M
Address	5 N COUNTRY CLUB ROAD DECATUR, IL 62521

Assumed Name

ACTIVE	FRANCIS ENGINEERING
--------	---------------------

ACTIVE	BGM & ASSOCIATES
ACTIVE	MDES

Series Name

NOT AUTHORIZED TO ESTABLISH SERIES

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Corporation File Detail Report

File Number	60540276
Entity Name	J.A. WATTS, INC.
Status	ACTIVE

Entity Information	
Entity Type	CORPORATION
Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	Tuesday, 15 June 1999
State	ILLINOIS
Duration Date	PERPETUAL

Agent Information	
-------------------	--

Name	WILLIAM M BRENNAN
Address	835 MCCLINTOCK DR, SECOND FLR BURR RIDGE , IL 60527
Change Date	Tuesday, 12 April 2005

Annual Report	
Filing Date	Friday, 29 May 2020
For Year	2020

Officers	
President Name & Address	JULIE A. WATTS 940 W ADAMS ST., SUITE 400 CHICAGO IL 60607
Secretary Name & Address	JULIE A. WATTS 940 W ADAMS ST., SUITE 400 CHICAGO, IL 60607

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Corporation File Detail Report

File Number	65209926
Entity Name	MATERIAL SOLUTIONS LABORATORY CORPORATION
Status	ACTIVE

Entity Information	
Entity Type	CORPORATION
Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	Tuesday, 17 October 2006
State	ILLINOIS
Duration Date	PERPETUAL

Agent Information	
-------------------	--

Name	JOSEPH R ZICCARDI
Address	77 W WASHINGTON ST STE 705 CHICAGO , IL 60602
Change Date	Friday, 31 October 2014

Annual Report	
Filing Date	Monday, 30 September 2019
For Year	2019

Officers	
President Name & Address	DANIEL TILTGES 1040 BONAVENTURE, ELK GROVE, IL 60007
Secretary Name & Address	SAM KUKADIA 1040 BONAVENTURE, ELK GROVE, IL 60007

Old Corp Name	
09/23/2009	TECMA TESTING, INC.

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OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

11:44 09/02/20

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 09/02/20 AT 11:44 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

11:44 09/02/20

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 09/02/20 AT 11:46 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

11:44 09/02/20

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 09/02/20 AT 11:47 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

CONSTRUCTION MANAGER
SECOND SUPPLEMENTAL AGREEMENT

The Board of Directors, on the **16th** day of **July, 2020**, authorized this **SECOND 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 **CHASTAIN & ASSOCIATES LLC**, a **corporation** authorized and existing within the laws of the State of Illinois, hereinafter sometimes referred to as "CONSTRUCTION MANAGER".

W I T N E S S E T H:

WHEREAS, the TOLLWAY selected CONSTRUCTION MANAGER from **PSB 17-3, Item 21**, and CONSTRUCTION MANAGER entered into an agreement on **February 22, 2018**, to provide construction management services (hereinafter "Services") for Contract No. **RR-17-4295** for **Veterans Memorial Tollway, Roadway and Bridge Rehabilitation, I-55 (Mile Post 12.3) to Army Trail Road (Mile Post 29.8)**; and

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

WHEREAS, CONSTRUCTION MANAGER has submitted a proposal dated **June 18, 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 CONSTRUCTION MANAGER dated **February 22, 2018** ("Original Agreement") and commonly referred to as Contract No. **RR-17-4295** and any prior supplements, 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 incorporated into and made a part of this **SECOND Supplemental Agreement**.

ARTICLE II

Time of Performance

The CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER and any and all prior Supplemental Agreements, if any, to provide Services for Contract No. **RR-17-4295 for Veterans Memorial Tollway, Roadway and Bridge Rehabilitation, I-55 (Mile Post 12.3) to Army Trail Road (Mile Post 29.8)** 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER

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 CONSTRUCTION MANAGER's place of business in order to audit the records. If they are not produced in a timely manner by the CONSTRUCTION MANAGER, then the CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER and any subcontractors or suppliers of goods and services to the extent that those subcontracts or agreements relate to fulfillment of the CONSTRUCTION MANAGER'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 CONSTRUCTION MANAGER or its subcontractors. The CONSTRUCTION MANAGER shall promptly reimburse the TOLLWAY for any overpayment, or the TOLLWAY at its option may deduct any overpayment from any funds due the CONSTRUCTION MANAGER, whether those funds are due under this contract or other contracts to which the CONSTRUCTION MANAGER is a party either directly with the TOLLWAY or as a subcontractor. In the event the CONSTRUCTION MANAGER fails or refuses to reimburse the TOLLWAY for an overpayment, the CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER fails to comply with these requirements, the CONSTRUCTION MANAGER may be disqualified or suspended from bidding on or working on future contracts.

ARTICLE VI

Compensation

The upper limit of compensation for said supplemental Services for Contract No. **RR-17-4295 for Veterans Memorial Tollway, Roadway and Bridge Rehabilitation, I-55 (Mile Post 12.3) to Army Trail Road (Mile Post 29.8)** performed by the CONSTRUCTION MANAGER under the Original Agreement and including the services set forth herein, is hereby increased from \$ **12,030,050.00** by \$ **800,000.00** to \$ **12,830,050.00**.

ARTICLE VII

Report of a Change in Circumstances

The CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER'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 CONSTRUCTION MANAGER's Certification/Disclosure Forms, the CONSTRUCTION MANAGER's IDOT pre-qualification, or any certification or licensing required for this project. Additionally, the CONSTRUCTION MANAGER agrees to report to the Tollway within the above timeframe any arrests, indictments, convictions or other matters involving the CONSTRUCTION MANAGER, 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 CONSTRUCTION MANAGER agrees to incorporate substantially similar reporting requirements into the terms of any and all subcontracts relating to work performed under this agreement. The CONSTRUCTION MANAGER agrees to forward or relay to the Tollway any reports received from subcontractors pursuant to this paragraph within 21 days.

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

ARTICLE VIII


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 **SECOND** SUPPLEMENTAL AGREEMENT for **RR-17-4295** the day and year first above written.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY

CHASTAIN & ASSOCIATES LLC

 09/14/2020

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

 9-2-2020

President-Signature Date


Daniel T. Jedrzejak
Printed Name as Signed Above

APPROVED:

 09/14/2020

Executive Director - Signature Date
Jose Alvarez

APPROVED:

 09/10/2020

Chief Financial Officer - Signature Date
Cathy R. Williams

APPROVED:

 09/03/2020

General Counsel – Signature Date
Kathleen Pasulka-Brown

Approved as to Form and Constitutionality

 09/03/2020

Attorney General, State of Illinois - Signature Date

**PROPOSAL
TO THE
ILLINOIS STATE TOLL HIGHWAY AUTHORITY
FOR SUPPLEMENTAL CONSTRUCTION MANAGER SERVICES**

FOR CONTRACT NUMBER RR-17-4295

This proposal, dated June 18, 2020, is submitted by Chastain & Associates LLC of Schaumburg, Illinois for Construction Manager's Service.

DESCRIPTION/LOCATION OF CONSTRUCTION SECTION

The location of the construction Contract RR-17-4295 for which we propose to provide Construction Manager Services is Veterans Memorial Tollway, I-355 Roadway and Bridge Rehabilitation, I-55 (M.P. 12.3) to Army Trail Road (M.P. 29.8), in DuPage County (Counties), Illinois.

REAFFIRMATION OF ORIGINAL AGREEMENT

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

SCOPE OF SUPPLEMENTAL CONSTRUCTION MANAGER SERVICES

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

FEE PROPOSAL

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

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

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

periodic invoicing during the project.

"Actual Direct Labor" shall be reimbursed only for actual payroll costs paid to individuals employed directly by the CONSTRUCTION MANAGER, while independent contractors and contract employees shall be treated as "reimbursable direct costs" and not "actual direct salary." Subcontractors shall be treated as "Services by Others."

AGREEMENT LIMITS

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

The Upper Limit Compensation shall be increased

from \$ 12,030,050.00 by \$ 800,000.00 to \$ 12,830,050.00.

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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER's place of business in order to audit the records. If they are not produced in a timely manner by the CONSTRUCTION MANAGER, then the CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER and any subcontractors or suppliers of goods and services to the extent that those subcontracts or agreements relate to fulfillment of the CONSTRUCTION MANAGER'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 CONSTRUCTION MANAGER or its subcontractors. The CONSTRUCTION MANAGER shall promptly reimburse the TOLLWAY for any overpayment, or the TOLLWAY at its option may deduct any overpayment from any funds due the CONSTRUCTION MANAGER, whether those funds are due under this contract or other contracts to which the CONSTRUCTION MANAGER is a party either directly with the TOLLWAY or as a subcontractor. In the event the CONSTRUCTION MANAGER fails or refuses to reimburse the TOLLWAY for an overpayment, the CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER fails to comply with these requirements, the CONSTRUCTION MANAGER may be disqualified or suspended from bidding on or working on future contracts.

INVOICES - INVOICES will be submitted monthly on forms provided to the CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER expressly acknowledges that the TOLLWAY, at its discretion, reserves the right not to honor any delinquent INVOICE if the

CONSTRUCTION MANAGER fails to obtain prior written approval from the Chief Engineering Officer for an alternative INVOICE submission date. CONSTRUCTION MANAGER will request such approval or an INVOICE submittal extension no later than February 15th.

PARTIAL PAYMENTS

Partial payments to the CONSTRUCTION MANAGER 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, respectively.

REVISIONS TO SUPPLEMENTAL SCOPE OF WORK

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

THIS PROPOSAL FOR SUPPLEMENTAL CONSTRUCTION MANAGER
SERVICES FOR

CONTRACT RR-17-4295

SUBMITTED BY:

FIRM NAME: Chastain & Associates LLC

ADDRESS: 120 W Center Court

CITY, STATE &
ZIP CODE: Schaumburg, IL 60195

TELEPHONE: 773-714-0050

FACSIMILE: 773-714-0055

SIGNED BY: _____



PRINTED NAME: Daniel T Jedrzejak, P.E.

TITLE: Principal



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/16/2020

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 First Mid Insurance Group 1090 South Route 51 Forsyth, IL 62535	CONTACT NAME Holli Schorey PHONE (A/C, No, Ext) (217) 877-3344 3244 FAX (A/C, No) (217) 877-0795 E-MAIL ADDRESS hschorey@firstmid.com
	INSURER(S) AFFORDING COVERAGE
INSURED Chastain & Associates LLC 5 N Country Club Rd Decatur, IL 62521	INSURER A The Cincinnati Insurance Company NAIC # 10677
	INSURER B Accident Fund Insurance Co. 10166
	INSURER C
	INSURER D
	INSURER E
	INSURER F

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GENL AGGREGATE L MIT APPL ES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		X	EPP/EBA0291693	1/1/2020	1/1/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		X	EPP/EBA0291693	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			EPP/EBA0291693	1/1/2020	1/1/2021	EACH OCCURRENCE	\$ 6,000,000
							AGGREGATE	\$ 6,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> If yes, describe under DESCR PTION OF OPERATIONS below		N/A	WCV6107018	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACC DENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Rented Equipment			EPP/EBA0291693	1/1/2020	1/1/2021	Limit	25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Contract # RR-17-4295 Veterans Memorial Tollway I-355, Roadway and Bridge Rehabilitation, I-55 (M.P. 12.3) to Army Trail Road (M.P. 29.8)
Illinois State Toll Highway Authority is named as additional insureds under the General Liability (GA472) and Automobile (AA4171 & AA4174) on a primary non-contributory basis; subject to written contract.

CERTIFICATE HOLDER **CANCELLATION**

IL State Toll Highway Authority (ISTHA) 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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS
AND AUTOMATIC WAIVER OF SUBROGATION
WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT,
PERMIT OR AUTHORIZATION - ILLINOIS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. Section II - Who Is An Insured is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

b. "Bodily injury" or "property damage" caused, in whole or in part, by "your work" performed under that written contract or written agreement and in-

cluded in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

a. Arising out of your ongoing operations or arising out of "your work"; or

- b. By way of an edition of an ISO additional insured endorsement that includes arising out of your ongoing operations or arising out of "your work";

then the phrase caused, in whole or in part, by in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase arising out of.

- 3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- 4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

- 1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a contract, agreement, permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision issued, in writing, a contract, agreement, permit or authorization.

- 2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

- C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

- 1. Only applies to the extent permitted by law; and
- 2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured;
- 3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part; and
- 4. Does not apply to the City of Chicago, its officers, employees and agents with respect to liability caused by or arising from:
 - a. The building or disassembly of scaffolding by or for you; or
 - b. The use of such scaffolding.

- D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.**; 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.

E. Section IV - Commercial General Liability Conditions is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, 5. Other Insurance**, and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, 5. Other Insurance, b. Excess Insurance**; or
2. For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

G. The following is added to **Section IV - Commercial General Liability Conditions, 5. Other Insurance**, and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means any insurance provided by a consolidated (wrap-up) insurance program.

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

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

As used in this endorsement, wrap-up insurance means any insurance provided by a consolidated (wrap-up) insurance program.

H. Section IV - Commercial General Liability Conditions, 9. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery we may have against any additional insured under this endorsement against whom you have agreed to waive such right of recovery in a written contract, written agreement, written permit or written authorization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract, written agreement, written permit or written authorization. However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM**

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

Endorsement Effective: 01/01/2020	Policy Number: EPP/EBA0291693
Named Insured: Chastain & Associates LLC; Chastain & Associates LLC DBA Fisher Engineering	
Countersigned by 	

(Authorized Representative)

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

SECTION II - LIABILITY COVERAGE, A. Coverage, I. Who is an Insured is amended to include as an insured any person or organization with which you have agreed in a valid written contract to provide insurance as is afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been executed prior to the "bodily injury" or "property damage".

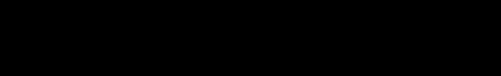
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

Endorsement Effective: 01/01/2020	Policy Number: EPP/EBA0291693
Named Insured: Chastain & Associates LLC; Chastain & Associates LLC DBA Fisher Engineering	
Countersign	

(Authorized R

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

1. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is replaced by the following:

- c.** Regardless of the provisions of Paragraph **a.**, above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

Contract Information Sheet

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

Consultant Name: Chastain & Associates LLC

Contract Number: RR-17-4295 S2

Proposal Date: 6/18/2020

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-17-4295 S2

Consultant: Chastain & Associates LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												Grand Total Exhibit A Hours	TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	5090	
CHASTAIN STAFFING														
Sr. Resident Engineer					80	80	80	80	80	100	100	80		680
Assit R.E./Office Eng					160	160	160	160	160	160	160	160		1280
Documentation Tech.					160	160	160	160	160	160	160	160		1280
Mat'ls Coordinator					160	160	160	160	160	100	80			980
As-Built Drawings						20			40	40	40			140
INSPECTION BY OTHERS														
Inspector Weekend & Nights Appr Jts (MSL)														
Mat'l Testing (MSL)														
Inspector ITS, Signing Lighting (J.A. Watts)														
TOTALS					560	580	560	560	600	560	540	400		4360

Contract Number: RR-17-4295 S2

Consultant: Chastain & Associates 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	
CHASTAIN STAFFING													
Sr. Resident Engineer	100	60	60	40	40	40							340
Assit R.E./Office Eng	160												160
Documentation Tech.	160	30	30	10									230
Mat'ls Coordinator													
INSPECTION BY OTHERS													
Inspector Noise Walls													
Inspector - Traffic, Stage Change, Stripe													
Inspectors: Roadway Appurtanance													
Inspector Weekend & Nights Approach Jts													
Mat'l Testing (MSL)													
Inspector ITS, Signing Lighting (Watts)													
TOTALS	420	90	90	50	40	40							730

Contract No.: RR-17-4295 S2 **Consultant:** Chastain & Associates LLC

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

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

- C. **OVERTIME PREMIUM**

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

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized) \$ 44,985.36

Contract No.: RR-17-4295 S2

Consultant: Chastain & Associates LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Daniel T. Jedrzejak, P.E

Project Manager: Gregory A. Jurewicz, E.I.

Project Engineer: Pratik Patel

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Chad Gunderson, ENV SP

Classification: Document Control Technician

Name: Alexandra Moss

Classification: Engineer

Name: _____

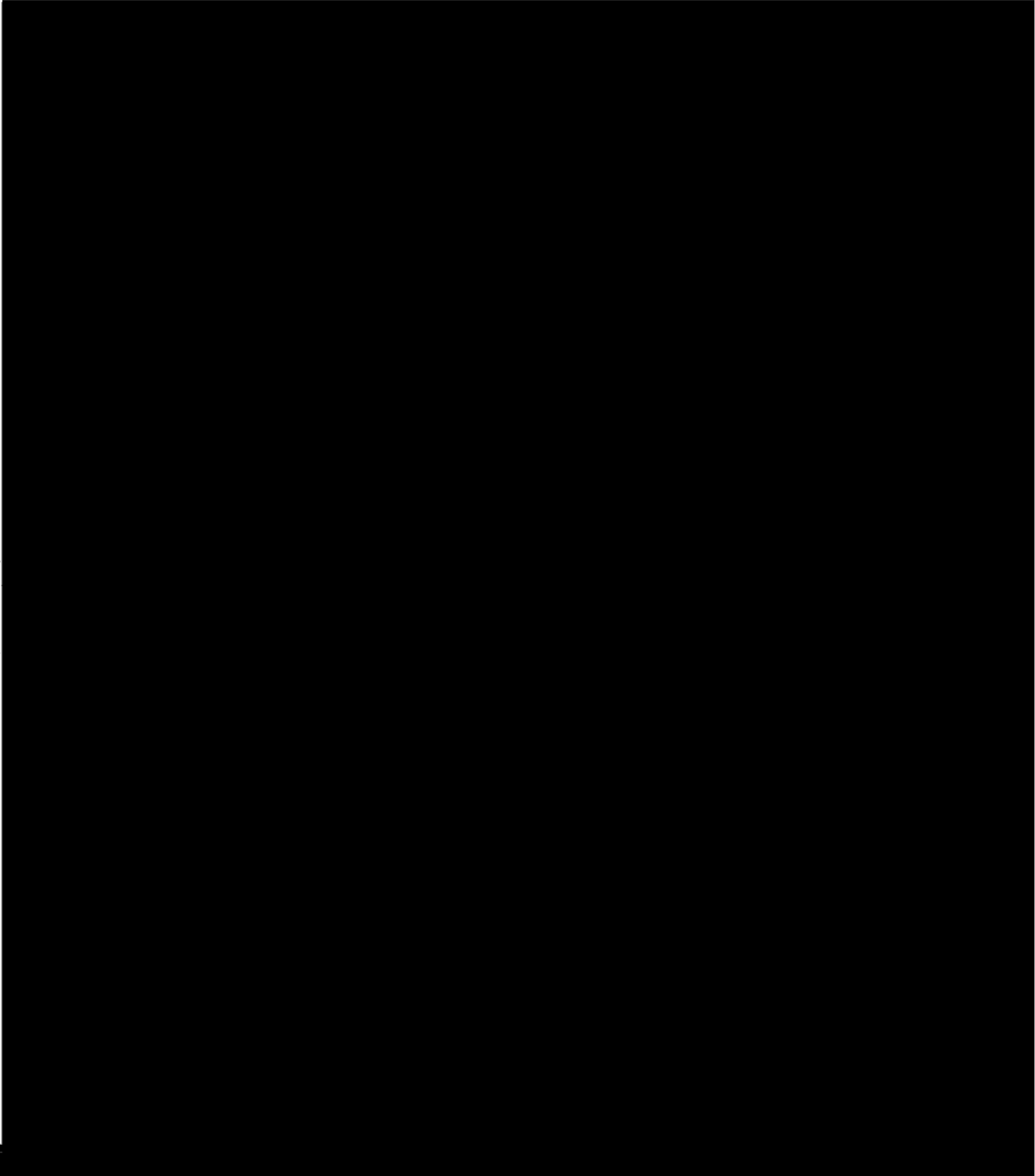
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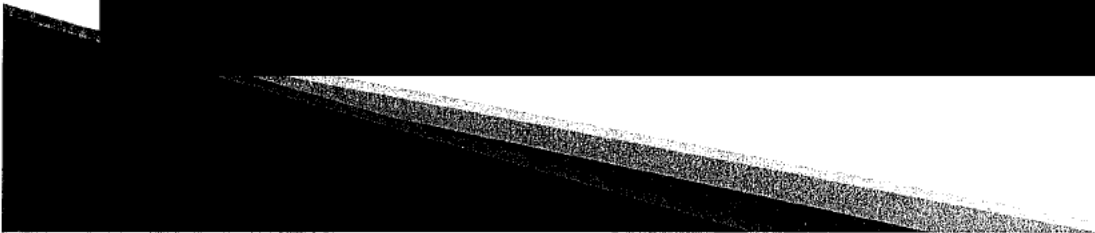
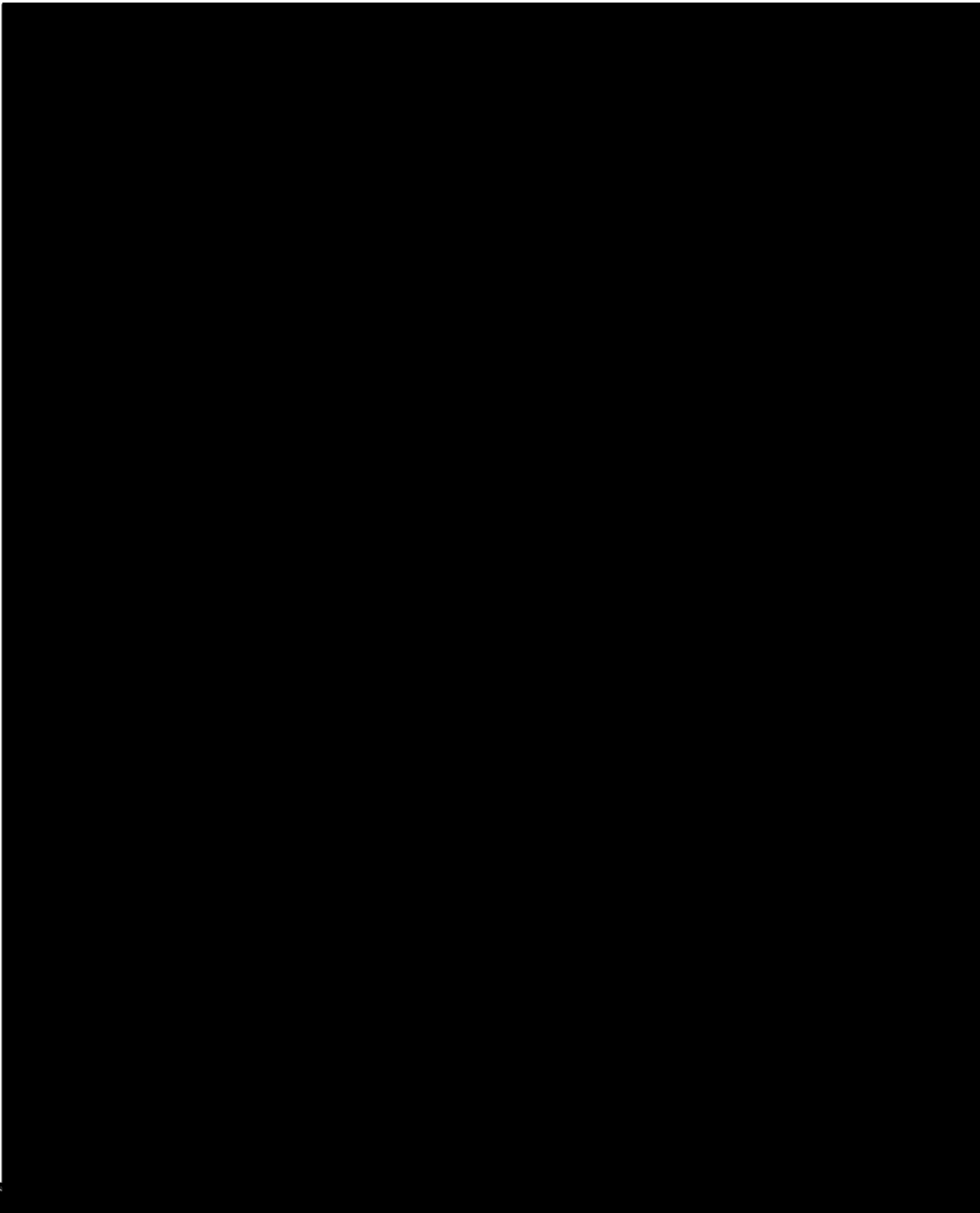
Name: _____

Classification: _____



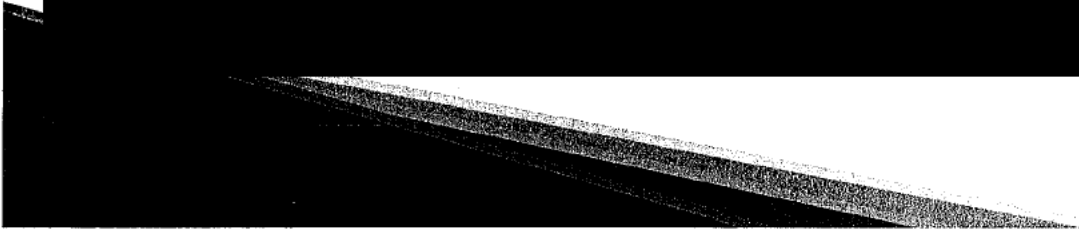
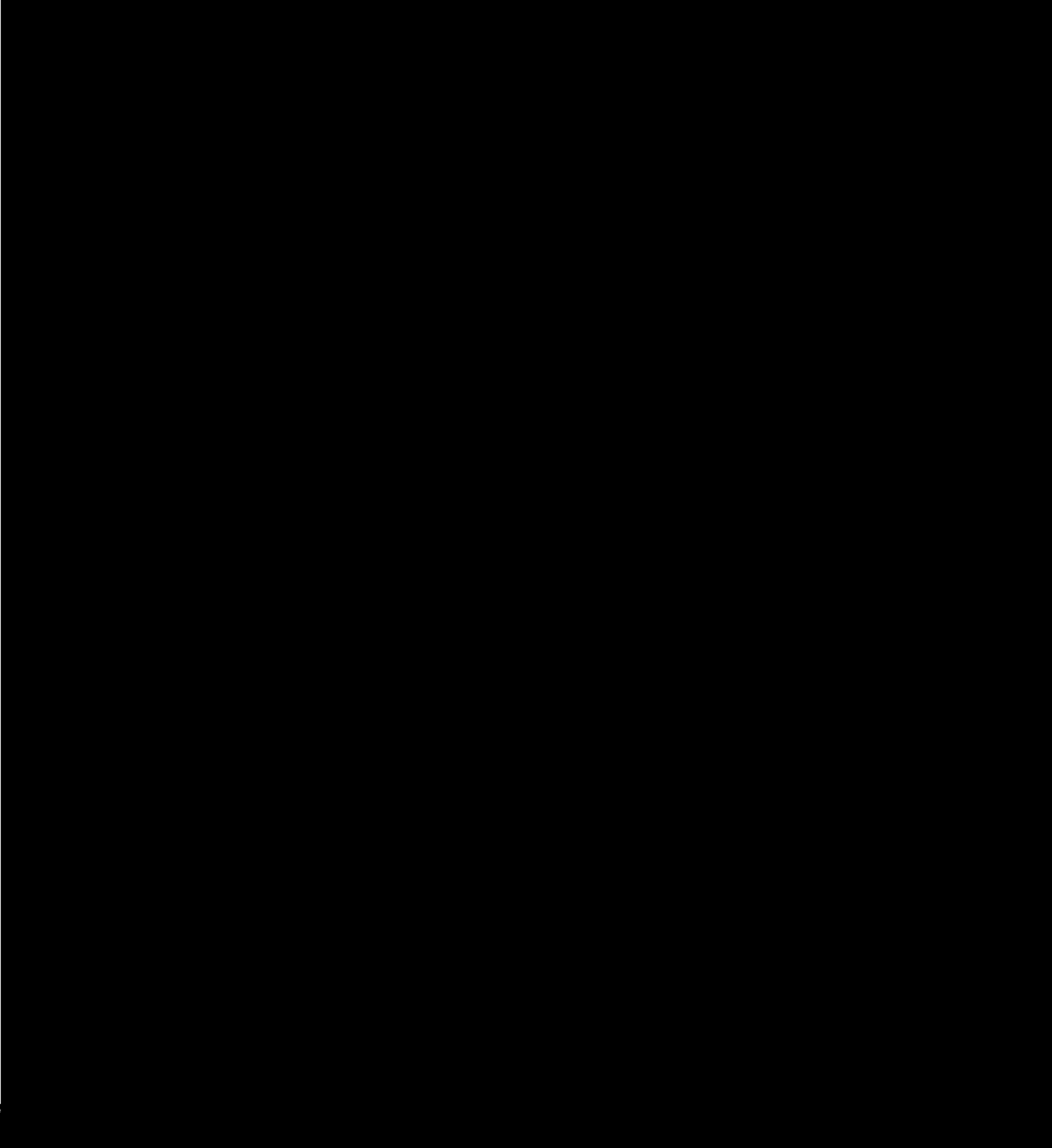
DANIEL T. JEDRZEJAK, P.E., | Principal

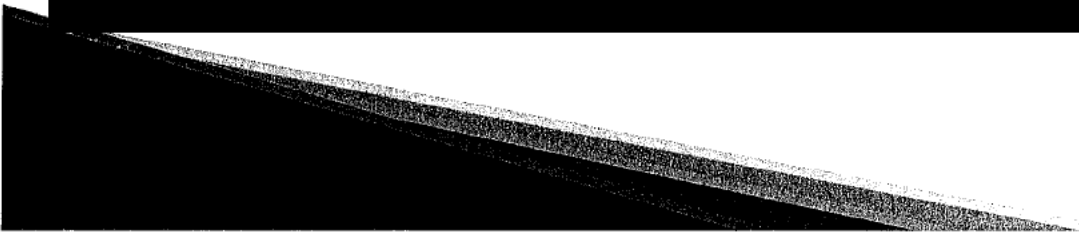
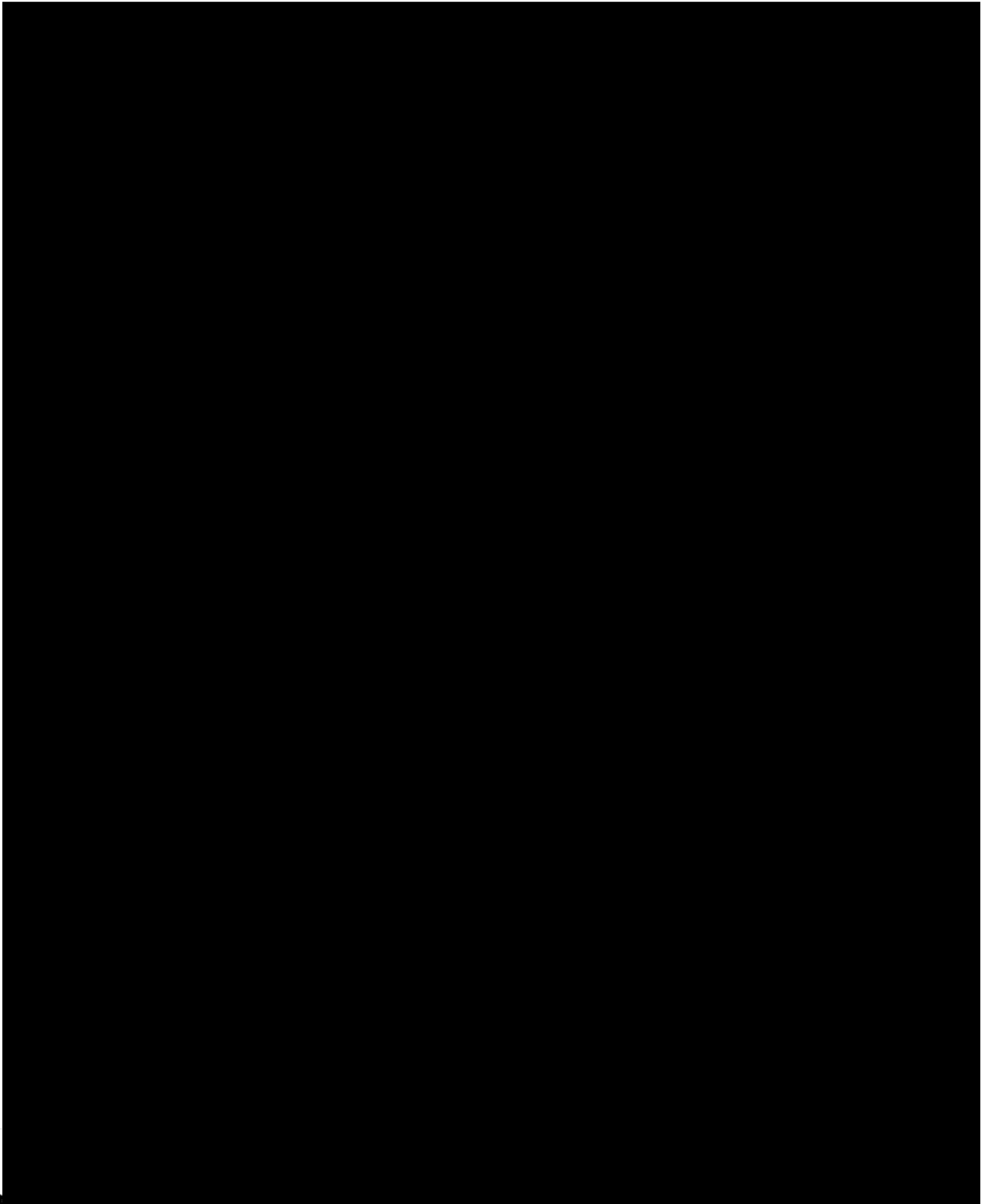


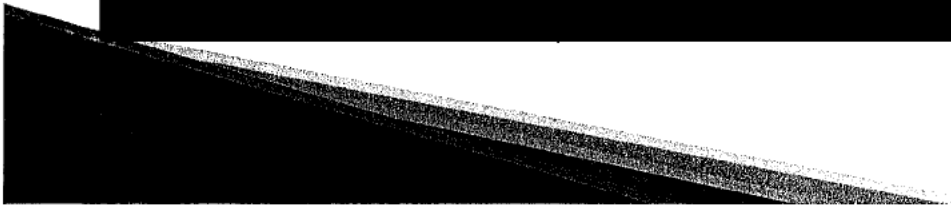
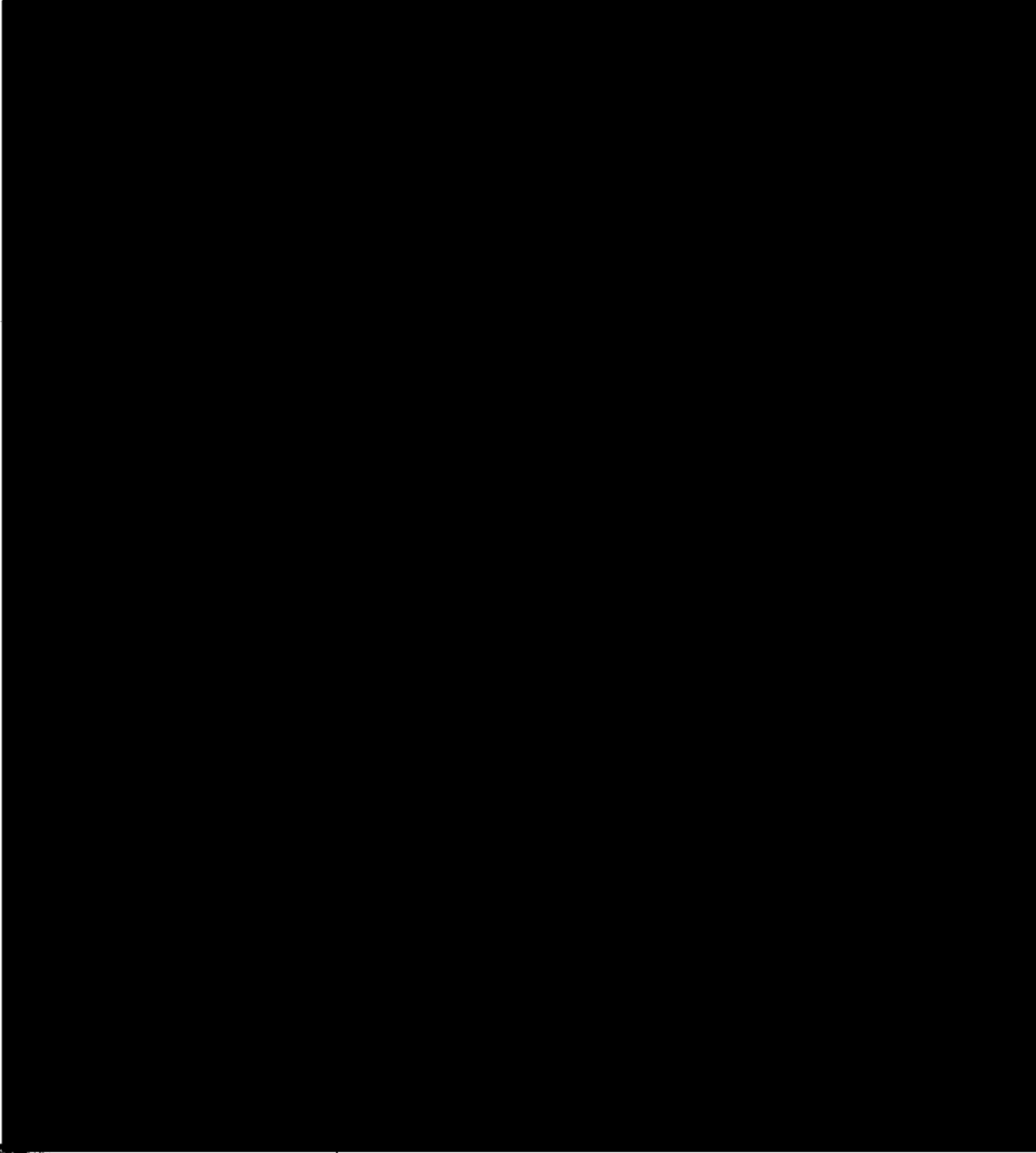


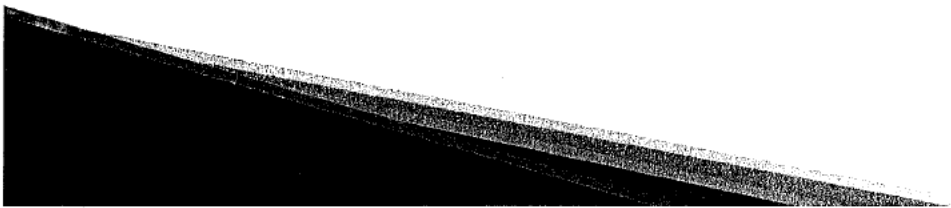


GREGORY A. JUREWICZ, E.I. | Project Manager



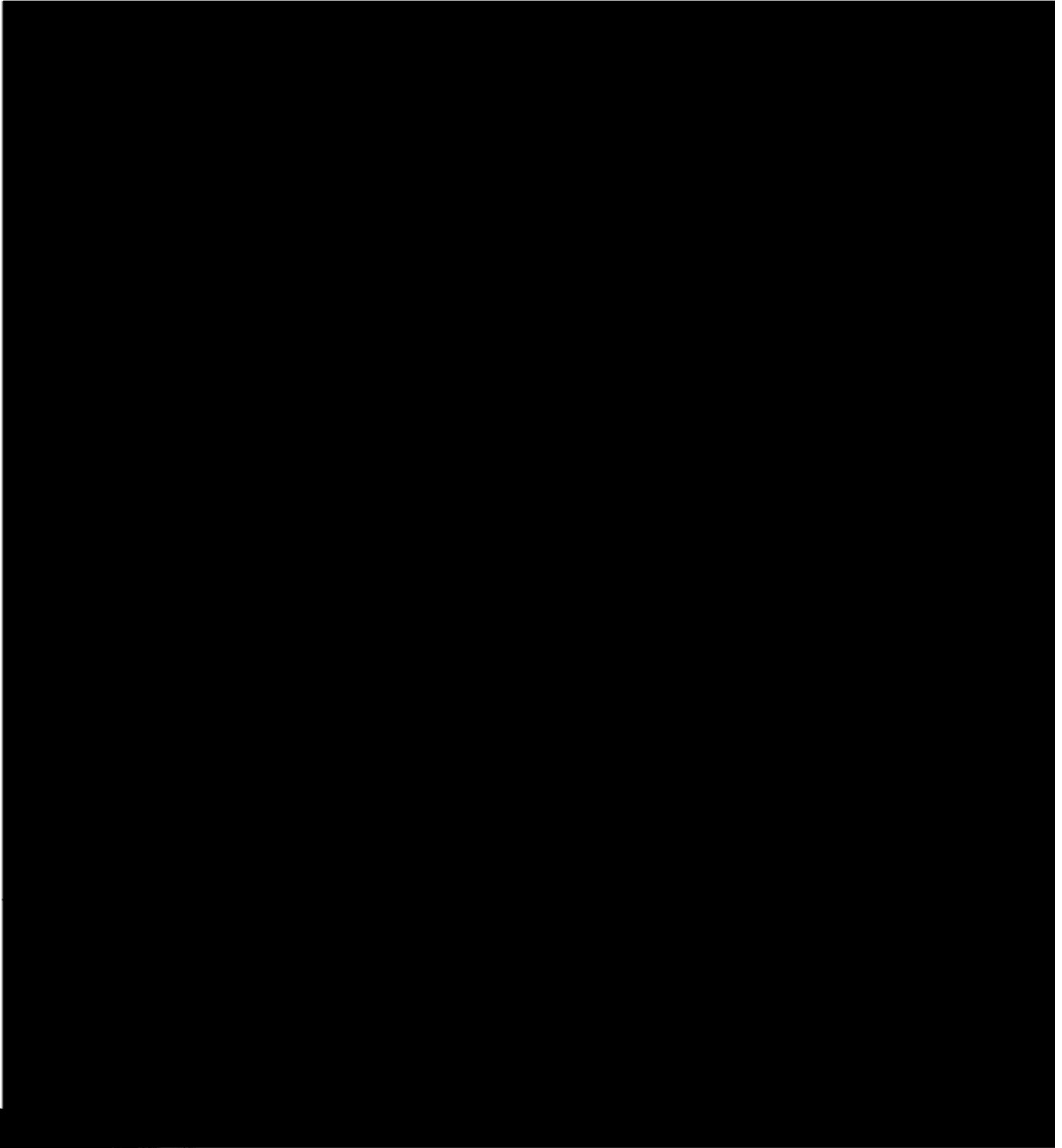


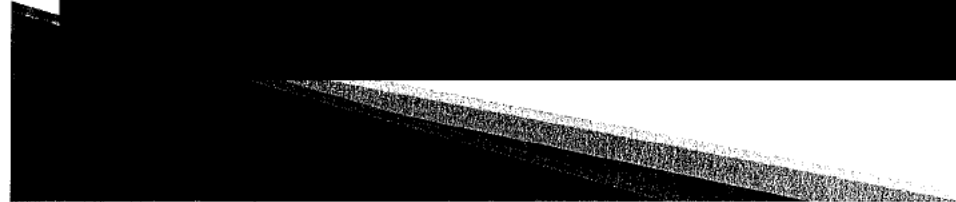
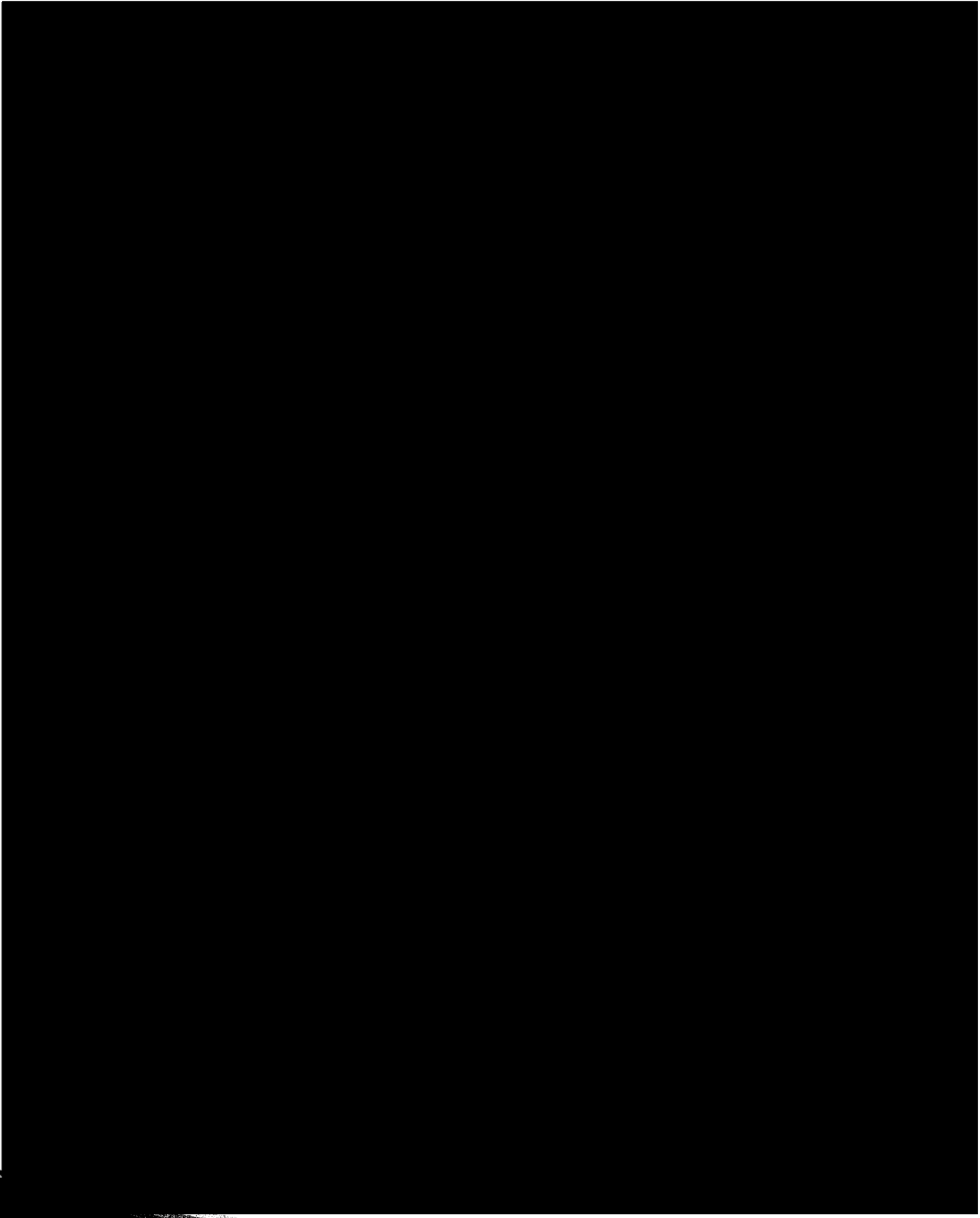






CHAD GUNDERSON, ENV SP | Document Control
Technician





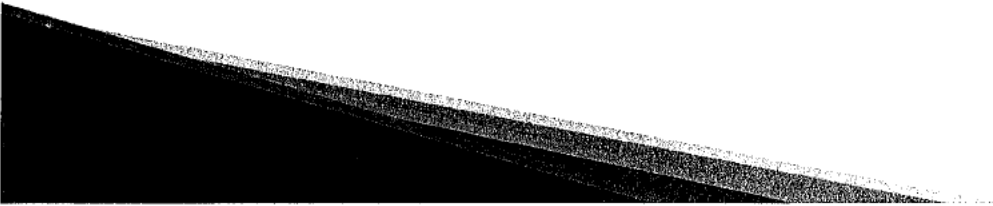


EXHIBIT F

Contract No. RR-17-4295 S2

CHASTAIN & ASSOCIATES LLC

SCOPE OF WORK

I. PROJECT DESCRIPTION

Chastain & Associates LLC (Prime Consultant) will furnish Phase III engineering services for roadway widening and bridge rehabilitation on the Veterans Memorial Tollway I-355, Roadway and Bridge Rehabilitation, I-55 (M.P. 12.3) to Army Trail Road (M.P. 29.8) in DuPage County, Illinois.

The Consultant will perform on-site observation, provide contract administration, review contractor layout of contract including design changes, prepare records, maintain documentation, submit pay estimates and change orders and any other duties requiring the services of an engineer to complete this project on a timely basis and in accordance with Tollway plans, specifications and in accordance with the project specific construction bid documents. The Consultant must complete and submit final measurements, calculations and final contract documents to the Tollway no later than six (6) weeks after completion of Punch List for the project. Construction activities are anticipated to be complete by November 30, 2020 and consultant's close out work is anticipated to be completed by January 31, 2021. This scope of work is based on an additional 9 month schedule, May 1, 2020 to January 31, 2021.

The Consultant has MicroStation capabilities. All final documents shall be submitted in eBuilder in electronic format and follow the ICAPP Manual. All CADD file documents shall be required to contain all record drawing modifications.

II. CONSTRUCTION ADMINISTRATION SERVICES

The Prime Consultant shall furnish services in accordance with the articles contained in the Authority's CM Manual dated March, 2017, and all applicable Tollway Criteria, Manuals and Bulletins, Phase III construction administration services will be provided for the following construction contracts within the corridor:

- Contract RR-17-4255 - Veterans Memorial Tollway I-355, Roadway and Bridge Rehabilitation, I-55 (M.P. 12.3) to Butterfield Road (M.P. 22.3)
- Contract RR-17-4256 - Veterans Memorial Tollway I-355, Roadway Widening and Bridge Rehabilitation, Butterfield Road (M.P. 22.3) to Army Trail Road (M.P. 29.8)

III. REQUIRED SUBMITTALS TO THE TOLLWAY

Submittal requirements shall be in accordance with the CM Manual.

IV. ITEMS TO BE FURNISHED TO THE PRIME CONSULTANT

In addition to the items to be provided as described in the CM Manual, the following will be supplied:

- It shall be the responsibility of the CM to make copies, as needed, of plan sheet drawings from originals as supplied to the Prime Consultant by the Tollway.
- Copies of ISTHA Standard Specifications, Standard Drawings, and Design Criteria can be obtained from the Tollway's website.
- Copy of contract documents and specifications for all construction contracts noted in Section II as supplied to the Prime Consultant by the Tollway.

EXHIBIT G

Contract RR-17-4295 S2

Chastain & Associates LLC

CURRENT OBLIGATIONS FOR PROJECT

Agency/ University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
IDOT	IL 29	In Progress	\$1M	PTB 153-044
IDOT	IL 17	In Progress	\$201,062	PTB 147-023
IDOT	Various/Various	In Progress	\$585,000	PTB 150-025
IDOT	Dist. 7 – D-97-016-13	In Progress	\$500,000	PTB 167-020
IDOT	District 1 Var-Var	In Progress	\$1.5 M	PTB 181-006
ISTHA	C.M. Services Upon Request	In Progress	\$360,000	RR-14-9171
ISTHA	C.M. Services Upon Request	In Progress	\$450,000	I-16-4249
ISTHA	J.O.C Program Management	In Progress	\$400,000	RR-17-9202
ISTHA	I-355 Roadway & Bridge Rehabilitation	In Progress	\$10.8M	RR-17-4295 / #22040497
ISTHA	I-294 Pvm & Structural Preservation & Rehab,	In Progress	\$230,000	RR-17-4314
IDOT	I-90/94 at I-290/EN Ramp	In Progress	\$248,221	PTB 189-013
IDOT	FAP Rte. 305 (Willow Rd)	In Progress	\$997,160	PTB 191-001

Please explain the procurement relationship: Vendor.

Contract No.: RR-17-4295 S2

Consultant: Chastain & Associates LLC

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>J.A Watts, Inc</u></p> <table border="0"> <tr><td>Direct Labor</td><td>\$ 42,504.00</td></tr> <tr><td>Direct Costs</td><td>\$ 3,496.00</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>\$ 46,000.00</td></tr> </table>	Direct Labor	\$ 42,504.00	Direct Costs	\$ 3,496.00	Services by Others		Additional Services **		Total this Subconsultant (ULC)	\$ 46,000.00	<p>7 _____</p> <table border="0"> <tr><td>Direct Labor</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ -</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>\$ -</td></tr> </table>	Direct Labor		Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
Direct Labor	\$ 42,504.00																				
Direct Costs	\$ 3,496.00																				
Services by Others																					
Additional Services **																					
Total this Subconsultant (ULC)	\$ 46,000.00																				
Direct Labor																					
Direct Costs	\$ -																				
Services by Others	\$ -																				
Additional Services **	\$ -																				
Total this Subconsultant (ULC)	\$ -																				
<p>2 <u>Material Solution Laboratory</u></p> <table border="0"> <tr><td>Direct Labor</td><td>\$ 115,610.88</td></tr> <tr><td>Direct Costs</td><td>\$ 25,889.12</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>\$ 141,500.00</td></tr> </table>	Direct Labor	\$ 115,610.88	Direct Costs	\$ 25,889.12	Services by Others		Additional Services **		Total this Subconsultant (ULC)	\$ 141,500.00	<p>8 _____</p> <table border="0"> <tr><td>Direct Labor</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ -</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>\$ -</td></tr> </table>	Direct Labor		Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
Direct Labor	\$ 115,610.88																				
Direct Costs	\$ 25,889.12																				
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Additional Services **																					
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Direct Costs	\$ -																				
Services by Others	\$ -																				
Additional Services **	\$ -																				
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Direct Labor																					
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Total this Subconsultant (ULC)	\$ -																				
Direct Labor																					
Direct Costs	\$ -																				
Services by Others	\$ -																				
Additional Services **	\$ -																				
Total this Subconsultant (ULC)	\$ -																				

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ 187,500.00

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 187,500.00

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 23.44%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 23.44%

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: J. A. Watts, Inc.

Contract Number: RR-17-4295 S2

Proposal Date: 6/18/2020

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-17-4295 S2

Consultant: J. A. Watts, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

Grand Total Exhibit A Hours 330

TASK	MONTHS of YEAR 2020												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Inspector for ITS, Signing Lighting						40	80	80	80	40	10		330
TOTALS						40	80	80	80	40	10		330

Contract Number: RR-17-4295 S2

Consultant: J. A. Watts, 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		
TOTALS														0

Contract No.: RR-17-4295 S2

Consultant: J. A. Watts, Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>330.00</u> (Total Work Hours from Exhibit A)	<u>\$ 46.00</u> (Average Hourly Rate)	TOTAL DIRECT SALARY \$	<u>15,180.00</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>42,504.00</u>
--	----	------------------

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS	\$	<u>3,496.00</u>
--------------------	----	-----------------

C. SERVICES BY OTHERS

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

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

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>46,000.00</u>
----	------------------

Contract No.: RR-17-4295 S2 Consultant: J. A. Watts, 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) **\$ 3,496.00**

Contract No.: RR-17-4295 S2

Consultant: J. A. Watts, 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-17-4295 S2

J. A. Watts, Inc.

SCOPE OF SERVICES

Provide Phase III Engineering services for ITS, Lighting and Electrical Construction Inspection Services on I-355.

EXHIBIT G

Contract No. RR-17-4295 **S 2**

J.A. Watts, Inc.

CURRENT OBLIGATIONS FOR PROJECT

<u>Route & Job No.</u>	<u>Work Scope & Description of Project</u>	<u>Fee (Including all Supplementals and Extra Work Orders)</u>	<u>Fee Remaining To Be Earned</u>	<u>Estimated Date of Completion</u>
I-11-4013	Program Management Oversight (PMO) and	\$1,968,920.00	\$10,000.00	12/31/2017
RR-16-4278	Systemwide Traffic Operation and Maintenance Performance Evaluation and Enhancement Support	\$2,500,000.00	\$2,400,000.00	12/31/2020
RR-14-4181	Fiber Optics Maintenance	\$1,019,566.00	\$40,000.00	3/31/2019
RR-14-4202	Maintenance Facilities, Maintenance Site Reconstruction	\$788,000.00	\$350,000.00	12/31/2019
I-17-4299	Phase II, Tri-State Tollway Roadway Reconstruction EW Connector to Roosevelt Road	\$90,000.00	\$90,000.00	12/31/2020
RR-14-9172	Systemwide, Traffic Operation and Maintenance Performance Evaluation and Enhancement Support	\$1,000,000.00	\$100,000.00	3/31/2019
IDOT Job No. P-91- 376-13	Phase I/II Project for Smart Highway Design, Along I-94/US 41 from Kennedy/Edens Junction to Wisconsin State Line, Cook and Lake Counties, Region One, District One.	\$130,000.00	\$40,000.00	12/31/2018
I-17-4674	Phase II, Elgin O'Hare Western Access, Jane Addams Memorial Tollway System Interchange (Westbound Collector Distributor Road)	\$100,000.00	\$100,000.00	12/31/2020

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1				7			
	Direct Labor	_____			Direct Labor	_____	
	Direct Costs	_____			Direct Costs	\$ -	
	Services by Others	_____			Services by Others	\$ -	
	Additional Services **	_____			Additional Services **	\$ -	
	Total this Subconsultant (ULC)	\$ -			Total this Subconsultant (ULC)	\$ -	
2				8			
	Direct Labor	_____			Direct Labor	_____	
	Direct Costs	_____			Direct Costs	\$ -	
	Services by Others	_____			Services by Others	\$ -	
	Additional Services **	_____			Additional Services **	\$ -	
	Total this Subconsultant (ULC)	\$ -			Total this Subconsultant (ULC)	\$ -	
3				9			
	Direct Labor	_____			Direct Labor	_____	
	Direct Costs	\$ -			Direct Costs	\$ -	
	Services by Others	\$ -			Services by Others	\$ -	
	Additional Services **	\$ -			Additional Services **	\$ -	
	Total this Subconsultant (ULC)	\$ -			Total this Subconsultant (ULC)	\$ -	
4				10			
	Direct Labor	_____			Direct Labor	_____	
	Direct Costs	\$ -			Direct Costs	\$ -	
	Services by Others	\$ -			Services by Others	\$ -	
	Additional Services **	\$ -			Additional Services **	\$ -	
	Total this Subconsultant (ULC)	\$ -			Total this Subconsultant (ULC)	\$ -	
5				11			
	Direct Labor	_____			Direct Labor	_____	
	Direct Costs	\$ -			Direct Costs	\$ -	
	Services by Others	\$ -			Services by Others	\$ -	
	Additional Services **	\$ -			Additional Services **	\$ -	
	Total this Subconsultant (ULC)	\$ -			Total this Subconsultant (ULC)	\$ -	
6				12			
	Direct Labor	_____			Direct Labor	_____	
	Direct Costs	\$ -			Direct Costs	\$ -	
	Services by Others	\$ -			Services by Others	\$ -	
	Additional Services **	\$ -			Additional Services **	\$ -	
	Total this Subconsultant (ULC)	\$ -			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	
	Direct Costs	
	Services by Others	
	Additional Services **	
	Total this Subconsultant (ULC)	\$ -

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

2	<hr/>	
	Direct Labor	
	Direct Costs	
	Services by Others	
	Additional Services **	
	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: Material Solutions Laboratory

Contract Number: RR-17-4295 S2

Proposal Date: 6/18/2020

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-17-4295 S2

Consultant: Material Solutions Laboratory

EXHIBIT A: ESTIMATED TASK WORK HOURS

													Grand Total Exhibit A Hours	880
MONTHS of YEAR 2020													TOTAL	HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Construction Inspection							160	160	160					480
Material Testing					2	118	120	80	20	20	20	20		400
TOTALS					2	118	280	240	180	20	20	20		880

Contract Number: RR-17-4295 S2

Consultant: Material Solutions Laboratory

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		
TOTALS														0

Contract No.: RR-17-4295 S2

Consultant: Material Solutions Laboratory

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

880.00
(Total Work Hours
from Exhibit A)

\$ 46.92
(Average Hourly
Rate)

TOTAL DIRECT SALARY \$ 41,289.60

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 \$ 115,610.88

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 25,889.12

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)

\$ 141,500.00

Contract No.: RR-17-4295 S2 Consultant: Material Solutions Laboratory

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) \$ 25,889.12

Contract No.: RR-17-4295 S2

Consultant: Material Solutions Laboratory

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

RR-17-4295 S 2

SCOPE OF SERVICES

Sub-consultant support of Construction Manager Services following selection from PSB 17-3, Item 21 shall be provided, as required, for all items of work included in the Contract Requirements for the above Construction Contract and will conform with the Illinois State Toll Highway Authority's Construction Manager's Manual, dated March 2013, and with the Illinois State Toll Highway Authority's (hereinafter referred to as "TOLLWAY") current practices. These services shall include the responsibility for administration of the referenced Construction Contract in accordance with the applicable Construction Manager's Manual; responsible for all on-site and off-site material testing; document all activities pertaining to the execution of the work; prepare all reports and other required documents; submit all project records, documents and the project close-out records properly indexed and cross-referenced in a manner which can be easily reviewed by the TOLLWAY at the same time the final pay estimate is submitted; and carry out the policies of the TOLLWAY.

EXHIBIT G

**CURRENT OBLIGATIONS FOR PROJECT
Contract: RR-17-4295 \$2
Material Solutions Laboratory**

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
Various PSB 17-3, 18	QA Materials Testing	\$446,766	\$12,641	01/2020
Various PSB 18-1, 6	QA Materials Testing	\$419,984	\$64,588	11/2021
Various PSB 18-1, 7	QA Materials Testing	\$145,461	\$1,340	11/2019
Various PSB 18-1, 14	QA Materials Testing	\$75,000	\$67,421	06/2020
Various PTB 180-10	QA Materials Testing	\$191,647	\$89,319	11/2020
Various PTB 183-01	QA Materials Testing	\$302,817	\$302,817	12/2021
Various PTB 184-04	QA Materials Testing	\$239,060	\$239,060	12/2020
Various PTB 184-14	QA Materials Testing	\$185,949	\$18,674	12/2019
Various PTB 188-08	QA Materials Testing	\$329,495	\$167,729	6/2020
Various PTB 189-13	QA Materials Testing	\$274,989	\$263,876	12/2021
Various PTB 189-14	QA Materials Testing	\$821,140	\$725,359	12/2020
Various PTB 190-25	QA Materials Testing	\$74,603	\$62,134	12/2020
Various PTB 191-01	QA Materials Testing	\$57,155	\$39,686	12/2019
Various PTB 192-04	QA Materials Testing	\$900,000	\$900,000	12/2021

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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