

RESOLUTION NO. 22022

**Background**

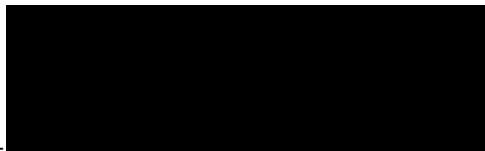
The Illinois State Toll Highway Authority (the “Tollway”), pursuant to Resolution No. 21565 approved May 24, 2018, entered into an Agreement with Crawford, Murphy & Tilly, Inc. on Contract No. RR-18-4353 for Design Upon Request, Systemwide.

Per Tollway request, Crawford, Murphy & Tilly, Inc. submitted a proposal to provide Supplemental Design Upon Request for Contract No. RR-18-4353 in an amount not to exceed \$750,000.00, increasing the contract upper limit from \$3,000,000.00 to \$3,750,000.00. It is necessary and in the best interest of the Tollway to accept Crawford, Murphy & Tilly, Inc.’s proposal.

**Resolution**

The Chief Engineering Officer is authorized to negotiate an Amended Agreement with Crawford, Murphy & Tilly, Inc., consistent with the aforementioned proposal, to increase the contract upper limit by \$750,000.00, subject to review and approval by the General Counsel. The Chairman/Chief Executive Officer of the Tollway is authorized to execute the Agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: \_\_\_\_\_



Chairman



**Contract:** RR-18-4353 **PSB:** 18-1, Item #1

**Consultant:** Crawford, Murphy & Tilly, Inc.

**PM:** John Szabo

**Reviewer:** Frank Fratto **Review Date:** 5/28/2020

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Resolution: Ok

Agreement Ok

**Proposal Ok**

Certifications/Disclosures N/A

Delinquent Debt Ok

DBE Compliance: Ok

W-9 Form N/A

Certificate of Good Standing: Ok

**Certificate of Insurance: Ok**

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**Exhibits A-H**

**Crawford, Murphy, & Tilly, Inc. – Ok**

**ABNA of Illinois, Inc. – Ok**

**2IM Group, LLC – Ok**

## Certified Profile

[CLOSE WINDOW](#) 
[Print](#)

### Business & Contact Information

BUSINESS NAME	<b>ABNA Of Illinois, Inc., DBA ABNA</b>	
OWNER	<b>Rashid O Adewale</b>	
ADDRESS	<b>9901 South Western Avenue, Suite 001 Chicago, IL 60643-1800</b>	<a href="#">Map This Address</a>
PHONE	<b>773-881-4788 Ext. 1101</b>	
FAX	<b>773-239-3728</b>	
EMAIL	<a href="mailto:aadewale@abnacorp.com">aadewale@abnacorp.com</a>	

### Certification Information

CERTIFYING AGENCY	<b>City of Chicago</b>
CERTIFICATION TYPE	<b>MBE - Minority Business Enterprise</b>
CERTIFICATION DATE	<b>7/5/2017</b>
RENEWAL DATE	<b>8/31/2018</b>
EXPIRATION DATE	<b>8/31/2018</b>
CERTIFIED BUSINESS DESCRIPTION	<b>NAICS 541330 Engineering services NAICS 541340 Drafting services NAICS 541360 Geophysical mapping services NAICS 541360 Geophysical surveying services NAICS 541370 Surveying and mapping services (except geophysical) NAICS 541380 Geotechnical testing laboratories or services</b>

### Commodity Codes

Code	Description
NAICS 541330	Engineering services
NAICS 541340	Drafting services
NAICS 541360	Geophysical mapping services
NAICS 541360	Geophysical surveying services
NAICS 541370	Surveying and mapping services (except geophysical)



## Certified Profile

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

BUSINESS NAME	<b>2IM Group, LLC</b>	
OWNER	<b>Luis Montgomery</b>	
ADDRESS	<b>118 South Clinton Street Suite 350 Chicago, IL 60661</b>	<a href="#">Map This Address</a>
PHONE	<b>312-441-9554 Ext. 2120</b>	
FAX	<b>312-441-9558</b>	
EMAIL	<a href="mailto:luis.m@2imgroup.com">luis.m@2imgroup.com</a>	
WEBSITE	<a href="http://www.2imgroup.com">http://www.2imgroup.com</a>	
ETHNICITY	<b>Hispanic</b>	
GENDER	<b>Male</b>	
COUNTY	<b>Cook (IL)</b>	

**Certification Information**

CERTIFYING AGENCY	<b>State of Illinois Central Management Services</b>
CERTIFICATION TYPE	<b>MBE - Minority Business Enterprise</b>
RENEWAL DATE	<b>11/14/2020</b>
EXPIRATION DATE	<b>11/14/2026</b>
CERTIFIED BUSINESS DESCRIPTION	<b>ENGINEERING SERVICES, PROFESSIONAL Maintenance and Repair: Airport Roadway, Runway and Taxiway Drainage Engineering Highways, Streets, Airport Pay-Parking Lots Engineering</b>

**Commodity Codes**

Code	Description
NIGP 91364	Maintenance and Repair: Airport Roadway, Runway and Taxiway
NIGP 92500	ENGINEERING SERVICES, PROFESSIONAL
NIGP 92528	Drainage Engineering

NIGP 92549

Highways, Streets, Airport Pay-Parking Lots Engineering

**Additional Information**

REGION

**Metro Chicago**



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

## Corporation/LLC Search/Certificate of Good Standing

### Corporation File Detail Report

File Number 16977411

Entity Name CRAWFORD, MURPHY & TILLY, INC.

Status  
ACTIVE

### Entity Information

Entity Type  
CORPORATION

Type of Corp  
FOREIGN BCA

Qualification Date (Foreign)  
Friday, 27 December 1963

State  
DELAWARE

Duration Date  
PERPETUAL

### Agent Information

<b>Name</b> BRIAN R WELKER
<b>Address</b> 550 N COMMONS DR STE 116 AURORA , IL 60504
<b>Change Date</b> Monday, 9 April 2018

<b>Annual Report</b>
<b>Filing Date</b> Monday, 9 December 2019
<b>For Year</b> 2019

<b>Officers</b>
<b>President</b> Name & Address [REDACTED]
<b>Secretary</b> Name & Address [REDACTED]

[Return to Search](#)

[File Annual Report](#)

[Adopting Assumed Name](#)

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

(One Certificate per Transaction)



OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

15:12 04/28/20

ACTION: S

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

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 04/28/20 AT 15:15 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

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

15:12 04/28/20

ACTION: S

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

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 04/28/20 AT 15:14 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

15:12 04/28/20

ACTION: S

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

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 04/28/20 AT 15:13 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

DESIGN SECTION ENGINEER  
FIRST SUPPLEMENTAL AGREEMENT

The Board of Directors, on the **30<sup>th</sup>** day of **April, 2020**, authorized this **FIRST SUPPLEMENTAL AGREEMENT** to be entered into by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter sometimes referred to as "TOLLWAY", and **CRAWFORD, MURPHY AND TILLY, 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 18-1, Item 3**, and DESIGN SECTION ENGINEER entered into an agreement on **May 24, 2018**, to provide design section engineering services (hereinafter "Services") for Contract No. **RR-18-4353** for **Systemwide, Design Upon Request, On-call and As-needed**; 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 **April 21, 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 **May 24, 2018** ("Original Agreement") and commonly referred to as Contract No. **RR-18-4353**, 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-18-4353** for **Systemwide, Design Upon Request, On-call and As-needed** 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-18-4353** for **Systemwide, Design Upon Request, On-call and As-needed** performed by the DESIGN SECTION ENGINEER under the Original Agreement and including the services set forth herein, is hereby increased from **\$3,000,000.00** by **\$750,000.00** to **\$3,750,000.00**.

## ARTICLE VI

### Report of a Change in Circumstances

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

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

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

## ARTICLE VII


### EXPATRIATED ENTITIES

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

IN WITNESS WHEREOF, the parties hereto have executed this **FIRST SUPPLEMENTAL AGREEMENT** for **RR-18-4353** the day and year first above written.


THE ILLINOIS STATE TOLL  
HIGHWAY AUTHORITY

**CRAWFORD, MURPHY & TILLY, INC.**


  
By Willard S. Evans, Jr. (Jun 4, 2020 08:55 CDT) 06/04/2020  
Chairman/CEO – Signature Date  
Willard S. Evans, Jr.

  
Vice President-Signature Date 5/27/20


Kevin D. Nelson  
Printed Name as Signed Above

APPROVED:  
  
Jose Alvarez (Jun 4, 2020 08:50 CDT) 06/04/2020  
Executive Director - Signature Date  
Jose Alvarez

APPROVED:  
  
06/03/2020  
Chief Financial Officer - Signature Date  
Cathy R. Williams

APPROVED:  
  
Kathleen R. Pasulka-Brown (Jun 2, 2020 10:01 CDT) 06/02/2020  
General Counsel – Signature Date  
Kathleen Pasulka-Brown

Approved as to Form and Constitutionality

  
Robert Lane (Jun 2, 2020 09:38 CDT) 06/02/2020  
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-18-4353**

This proposal, dated April 21, 2020, is submitted by Crawford, Murphy & Tilly, Inc. of Springfield, IL for Design Section Engineer's Service.

DESCRIPTION/LOCATION OF DESIGN SECTION

The location of the construction Contract RR-18-4353 for which we propose to provide Design Section Engineering Services is Systemwide, Design Upon Request, in Various 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 \$ 3,000,000.00 by \$ 750,000.00 to \$ 3,750,000.00.

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

## PARTIAL PAYMENTS

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

## REVISIONS TO SUPPLEMENTAL SCOPE OF WORK

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

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

CONTRACT RR-18-4353

SUBMITTED BY:

FIRM NAME: Crawford, Murphy & Tilly, Inc.

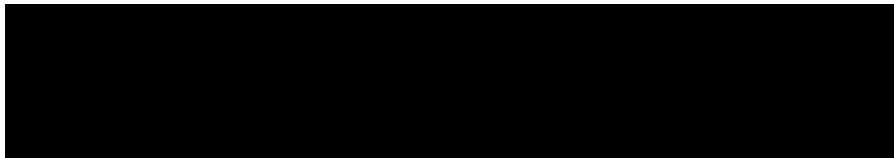
ADDRESS: 550 N. Commons Dr, Ste 116

CITY, STATE &:  
ZIP CODE: Aurora, Illinois 60504

TELEPHONE: (630) 820-1022

FACSIMILE: (630) 820-0350

SIGNED BY:



PRINTED NAME: Kevin D. Nelson

TITLE: Vice President and Senior Manager

**EXHIBIT F**

**CONTRACT** RR-18-4353

(Crawford, Murphy and Tilly, Inc.)

**SCOPE OF SERVICES**

Provide concept level recommendations to the Illinois Tollway for the conversion of various toll plazas to accommodate AET Lite and to convert Plazas 99 and 41 into customer service facilities. Develop contract documents for various contracts based on Illinois Tollway concurrence.

**EXHIBIT G**

**CONTRACT RR-18-4353**

**(Crawford, Murphy and Tilly, Inc.)**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
	<u>Prairie Road Phase 1</u>	<u>\$426,276.00</u>	<u>\$190,000.00</u>	<u>12/1/2020</u>
	<u>Longmeadow Parkway Phase 2</u>	<u>\$4,594,369.00</u>	<u>\$400,000.00</u>	<u>12/1/2020</u>
	<u>Plainfield 143rd St</u>	<u>\$2,096,805.00</u>	<u>\$1,600,000.00</u>	<u>12/1/2020</u>
	<u>Laraway Road Phase 2</u>	<u>\$913,520.00</u>	<u>\$750,000.00</u>	<u>12/1/2020</u>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/21/2020

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

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

<b>PRODUCER</b> 1-800-527-9049 Holmes Murphy and Associates - Peoria 311 S.W. Water Street Suite 211 Peoria, IL 61602-4108		<b>CONTACT NAME:</b> Linda Bomarito <b>PHONE (A/C No, Ext):</b> 309-282-3903 <b>FAX (A/C, No):</b> 866-501-3945 <b>E-MAIL ADDRESS:</b> LBomarito@holmesmurphy.com															
<b>INSURED</b> Crawford, Murphy & Tilly, Inc. CMT North America, Inc. 2750 West Washington Springfield, IL 62702		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: EMPLOYERS MUT CAS CO</td> <td>21415</td> </tr> <tr> <td>INSURER B: COLONY INS CO</td> <td>39993</td> </tr> <tr> <td>INSURER C: XL SPECIALTY INS CO</td> <td>37885</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: EMPLOYERS MUT CAS CO	21415	INSURER B: COLONY INS CO	39993	INSURER C: XL SPECIALTY INS CO	37885	INSURER D:		INSURER E:		INSURER F:	
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**COVERAGES**

CERTIFICATE NUMBER: 59067025

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"/> Sev of Int GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			5D57480	01/01/20	01/01/21	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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 Valuable Papers \$ 1,000,000
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 checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5E57480	01/01/20	01/01/21	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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5J57480	01/01/20	01/01/21	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	5H57480	01/01/20	01/01/21	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Pollution Liability			CSP4223613	01/01/20	01/01/21	\$5,000,000 Ea Claim 10,000,000Agg
C	Professional Liability			DPR9952653	01/01/20	01/01/21	\$5,000,000 Ea Claim 7,000,000Agg

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

Re: Tollway Contract RR-18-4353 Supplement #1 to Design Upon Request (DUR) services for the modifications to accommodate all -AET on Toll Plazas on I-88 and I-355

The certificate holder Illinois State Toll Highway Authority and the Illinois Department of Transportation are additional insured on a primary and non-contributory basis on the General and Auto policies per requirement of written contract. Waiver of subrogation applies on all policies.

**CERTIFICATE HOLDER****CANCELLATION**

ILLINOIS STATE TOLLWAY HIGHWAY AUTHORITY  2700 OGDEN  DOWNERS GROVE, IL 60515-1703  USA	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  <div style="background-color: black; width: 100px; height: 15px; margin: 0 auto;"></div>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR  
AGREEMENT – PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**A. Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "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.

2. "Bodily injury" or "property damage" occurring after:

- a. 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
- b. 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.

**C.** With respect to the insurance afforded to these additional insureds, 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 contract or agreement described in Paragraph A.1.; 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.

- D. The 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.
- E. All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET WAIVER OF SUBROGATION WHEN REQUIRED IN A WRITTEN  
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement 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 ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

**Section I – Covered Autos Paragraph C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos** is amended by adding the following:

If **Physical Damage Coverage** is provided by this coverage form for an "auto" you own, the **Physical Damage Coverages** provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

#### B. BLANKET ADDITIONAL INSURED

**Section II – Liability Coverage, A.1. Who Is An Insured** is amended by adding the following:

Any person or organization who is a party to a written agreement or contract with you in which you agree to provide the type of insurance afforded under this Business Auto Coverage Form.

This provision applies to claims for "bodily injury" or "property damage" which occur after the execution of any written agreement or contract.

#### C. EMPLOYEES AS INSUREDS

The following is added to the **Section II – Liability Coverage, Paragraph A.1. Who Is An Insured Provision**:

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

#### D. EMPLOYEE HIRED AUTOS

##### 1. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured Provision**:

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

##### 2. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance Condition** in the Business Auto Coverage Form is replaced by the following:

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

- a. Any covered "auto" you lease, hire, rent or borrow; and
- b. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

#### E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

**Section II – Liability Coverage, A.1. Who Is An Insured** is amended by adding the following:

Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:

- (1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.
- (2) Any organization you acquire or form will not be considered an "insured" if:
  - (a) The organization is a partnership or a joint venture; or
  - (b) That organization is covered under other similar insurance.
- (3) Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

## F. SUBSIDIARIES AS INSUREDS

**Section II – Liability Coverage, A.1. Who Is An Insured** is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability policy or was an "insured" under such a policy but for termination of that policy or the exhaustion of the policy's limits of liability.

## G. SUPPLEMENTARY PAYMENTS

**Section II – Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4)** are replaced by the following:

(2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

## H. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph 5. of Paragraph B. Exclusions in **Section II Liability Coverage** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

## I. TOWING

**Section III – Physical Damage Coverage, A.2. Towing** is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" of the private passenger type is disabled; or
- b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

## J. LOCKSMITH SERVICES

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

## K. TRANSPORTATION EXPENSES

**Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph a. Transportation Expenses** is replaced by the following:

(1) We will pay up to \$75 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".

(2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like kind and quality as the stolen covered "auto".

## L. AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

**Audio, Visual, And Data Electronic Equipment Coverage Added Limits of \$5,000 Per "Loss"** are in addition to the sublimit in Paragraph C.1.b. of the **Limits Of Insurance** provision under **Section III – Physical Damage Coverage**.

## M. HIRED AUTO PHYSICAL DAMAGE

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following limit and deductible:

(1) The most we will pay for loss to any hired "auto" is the lesser of Actual Cash Value or Cost of Repair, minus the deductible.

(2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.

(3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to \$1,000, in addition to the limit above, for loss of use of a hired auto to a leasing or rental concern for a monetary loss sustained, provided it results from an "accident" for which you are legally liable.

## N. AUTO LOAN OR LEASE COVERAGE

**Section III – Physical Damage Coverage Paragraph A.4. Coverage Extensions** is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" which is covered under this policy for Comprehensive, Specified Cause of Loss, or Collision coverage, we will pay any unpaid amount due, including up to a maximum of \$500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

1. The amount paid under the **Physical Damage Coverage Section** of the policy; and
2. Any:
  - a. Overdue lease/loan payments at the time of the "loss";
  - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - c. Security deposits not returned by the lessor;
  - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - e. Carry-over balances from previous loans or leases.

Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

## O. PERSONAL PROPERTY OF OTHERS

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

We will pay up to \$500 for loss to personal property of others in or on your covered "auto."

This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn.

No deductibles apply to this coverage.

## P. PERSONAL EFFECTS COVERAGE

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

We will pay up to \$500 for "loss" to your personal effects not otherwise covered in the policy or, if you are an individual, the personal effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension personal effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal effects does not include tools, jewelry, guns, money and securities, or musical instruments

## Q. EXTRA EXPENSE FOR STOLEN AUTO

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

We will pay up to \$1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

## R. RENTAL REIMBURSEMENT

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days.
  - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
  - b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
  - a. Necessary and actual expenses incurred; or
  - b. \$75 per day, subject to a \$2,250 limit.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage – Transportation Expense Coverage Extension included in this endorsement.
7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this policy.

## S. AIRBAG COVERAGE

**Section III – Physical Damage Coverage, B.3.a. Exclusions** is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

## T. NEW VEHICLE REPLACEMENT COST

The following is added to Paragraph C. **Limit Of Insurance of Section III – Physical Damage Coverage**

In the event of a total "loss" to your new covered auto of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay at your option:

- a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.
- b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

## U. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

**Section III – Physical Damage Coverage, D. Deductible** is amended by adding the following:

If a Comprehensive, Specified Causes of Loss or Collision Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident".

If the application of the highest deductible is less favorable or more restrictive to the insured than the separate deductibles as applied in the standard form, the standard deductibles will apply.

This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

## V. WAIVER OF DEDUCTIBLE – GLASS REPAIR OR REPLACEMENT

**Section III – Physical Damage Coverage, D. Deductible** is amended by adding the following:

If a Comprehensive Coverage deductible is shown in the Declarations it does not apply to the cost of repairing or replacing damaged glass.

## W. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

**Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss** is amended by adding the following:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

## X. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

Subparagraph 5. of Paragraph A. **Loss Conditions of Section IV Business Auto Conditions** is deleted in its entirety and replaced with the following.

### Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person, or organization with whom you have a written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

## Y. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

**Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud** is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

## Z. MENTAL ANGUISH

**Section V – Definitions, C.** is replaced by the following:

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

## AA. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

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

**DESIGNATED INSURED – PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE 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" under the Who Is An Insured provision of the coverage form. This endorsement does not alter coverage provided in the coverage form.

**SCHEDULE\***

<b>Name of Person(s) or Organization(s)</b>
ANY AND ALL PERSONS OR ORGANIZATIONS WHEN REQUIRED BY A WRITTEN CONTRACT AND A CERTIFICATE HAS BEEN ISSUED
Information required to complete this schedule, if not shown above, will be shown in the Declarations.

Each person or organization indicated above is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **Section II** of the coverage form.

The insurance provided to the person(s) or organization(s) shown in the Schedule is Primary Insurance and we will not seek contribution from any other insurance available to that "insured".



POLICY NUMBER:

COMMERCIAL AUTO  
CA 04 44 03 10

**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:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS 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:** CRAWFORD MURPHY & TILLY, INC.

**Endorsement Effective Date:** SEE ABOVE

### **SCHEDULE**

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

ANY AND ALL PERSONS OR ORGANIZATIONS WHEN REQUIRED BY WRITTEN CONTRACT  
AND A CERTIFICATE HAS BEEN ISSUED

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.

**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 anyone not named in the Schedule.

**Schedule**

ANY OR ALL PERSONS OR ORGANIZATIONS SUBJECT TO A WRITTEN CONTRACT  
REQUIRING SUCH A WAIVER AGREEMENT.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement  
Insured

Effective Policy No.

Endorsement No.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_

WC 00 03 13  
(Ed. 4-84)

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

**BLANKET WAIVER OF SUBROGATION WHEN REQUIRED IN A WRITTEN  
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

The **Transfer of Rights Of Recovery Against Others To Us** Condition under **Section IV – Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with the person or organization and included in the "products-completed operations hazard".

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

**EARLIER NOTICE OF CANCELLATION PROVIDED  
BY US – DESIGNATED ENTITY**

This endorsement modifies insurance provided under the following:

- X COMMERCIAL GENERAL LIABILITY COVERAGE PART
- X BUSINESS AUTO COVERAGE PART
- BUSINESSOWNERS COVERAGE PART
- X COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
- X WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
- LINEBACKER PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

**SCHEDULE\***

<b>1. Name:</b>	ANY AND ALL PERSONS OR ORGANIZATIONS WHEN REQUIRED BY WRITTEN
<b>2. Address:</b>	CONTRACT AND A CERTIFICATE HAS BEEN ISSUED.
<b>3. Number of days advance notice:</b>	30
*If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.	

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance or as amended by a state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the Schedule above.

# Contract Information Sheet

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

Consultant Name: Crawford, Murphy and Tilly, Inc.

Contract Number: RR-18-4353 Supplement No. 1

Proposal Date: 4/20/2020

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: 8-4353 Supplement

Consultant: Crawford, Murphy and Tilly, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

													Grand Total Exhibit A Hours	4912
MONTHS of YEAR 2020													TOTAL HOURS	
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
All Other Plaza Improvements (Assumed 60 Plazas)														
Data Collection/Surveys														
Concept														
Pre-Final/Final														
Construction Period/RFI's												80		80
Administration/Mtngs/Coordination												6		6
Plaza 99 - Building Rehab														
Data Collection/Surveys														
Concept														
Pre-Final/Final											60			60
Construction Period/RFI's														
Administration/Mtngs/Coordination											8			8
Plaza 41 - New Building														
Data Collection/Surveys														
Concept											440			440
Pre-Final/Final												600		600

Contract Number: 8-4353 Supplement

Consultant: Crawford, Murphy and Tilly, Inc.

Construction Period/RFI's													
Administration/Mtngs/C oordination											8		8
<b>TOTALS</b>											516	686	1202

Contract Number: 8-4353 Supplement

Consultant: Crawford, Murphy and Tilly, 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	
All Other Plaza Improvements (Assumed 60 Plazas)													
Data Collection/Surveys Concept													
Pre-Final/Final	80	80											160
Construction Period/RFI's	80	80	80	80	80	80							480
Administration/Mtngs/Coordination	6	14	6	14	6	6	6	6	6	6	6	6	88
Plaza 99 - Building Rehab													
Data Collection/Surveys Concept													
Pre-Final/Final													
Construction Period/RFI's			80	80	80	80	80	80					480
Administration/Mtngs/Coordination				8									8
Plaza 41 - New Building													
Data Collection/Surveys Concept													
Pre-Final/Final	600	400	480										1480



Contract Number: 8-4353 Supplement

Consultant: Crawford, Murphy and Tilly, Inc.

Construction Period/RFI's						80	80	80	80	80	80	80	560
Administration/Mtngs/C oordination	8	8											16
<b>TOTALS</b>	<b>774</b>	<b>582</b>	<b>646</b>	<b>182</b>	<b>166</b>	<b>246</b>	<b>166</b>	<b>166</b>	<b>86</b>	<b>86</b>	<b>86</b>	<b>86</b>	<b>3272</b>

Contract Number: 8-4353 Supplement

Consultant: Crawford, Murphy and Tilly, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2022												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
All Other Plaza Improvements (Assumed 60 Plazas)													
Data Collection/Surveys Concept													
Pre-Final/Final													
Construction Period/RFI's													
Administration/Mtngs/Coordination	6	6	6	6	6								30
Plaza 99 - Building Rehab		8											8
Data Collection/Surveys Concept													
Pre-Final/Final													
Construction Period/RFI's													
Administration/Mtngs/Coordination													
Plaza 41 - New Building													
Data Collection/Surveys Concept													
Pre-Final/Final													

Contract Number: 8-4353 Supplement

Consultant: Crawford, Murphy and Tilly, Inc.

Construction Period/RFI's	80	80	80	80	80									400
Administration/Mtngs/C oordination														
<b>TOTALS</b>	86	94	86	86	86									438

Contract No.: -18-4353 Supplement No Consultant: Crawford, Murphy and Tilly, Inc.

**EXHIBIT B: FEE CALCULATIONS**

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

$$\frac{4,912.00}{\text{(Total Work Hours from Exhibit A)}} \times \frac{\$ 46.00}{\text{(Average Hourly Rate)}} = \text{TOTAL DIRECT SALARY } \$ \underline{225,952.00}$$

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** \$ 632,665.60

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

(For Prime Consultant listed above.)

**TOTAL DIRECT COSTS** \$ 7,345.20

**C. SERVICES BY OTHERS**

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ 109,989.20

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

**TOTAL SERVICES BY OTHERS** \$ 109,989.20

**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)**

**\$ 750,000.00**



Contract No.: 1353 Supplement

Consultant: Crawford, Murphy and Tilly, Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

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

**Project Manager:** Kevin Nelson

**Project Engineer:** Bradley Fotsch

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

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

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

**Project Structural Engineer:** Joey Heger

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

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

**Others:** Name: Douglas Klonowski

Classification: QA/QC Roadway

Name: William L. Bailey

Classification: QA/QC Structural

Name: Asad Bajwa

Classification: Chief Electrical Engineer

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

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

**EXHIBIT F**

**Contract No. RR-18-4353 Supplement No. 1  
Crawford, Murphy and Tilly, Inc.**

**SCOPE OF SERVICES**

Provide concept level recommendations to the Illinois Tollway for the conversion of various toll plazas to accommodate AET Lite and to convert Plazas 99 and 41 into customer service facilities. Develop contract documents for various contracts based on Illinois Tollway concurrence.

**EXHIBIT G**

**Contract No. RR-18-4353 Supplement No. 1**

**Crawford, Murphy and Tilly, Inc.**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
	Prairie Road Phase 1	\$426,276.00	\$190,000.00	12/1/2020
	Longmeadow Parkway Phase 2	\$4,594,369.00	\$400,000.00	12/1/2020
	Plainfield 143rd St	\$2,096,805.00	\$1,600,000.00	12/1/2020
	Laraway Road Phase 2	\$913,520.00	\$750,000.00	12/1/2020



**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

<p>1 <u>ABNA of Illinois, Inc.</u></p> <table border="0"> <tr><td>Direct Labor</td><td style="text-align: right;">\$ 54,408.76</td></tr> <tr><td>Direct Costs</td><td style="text-align: right;">\$ 591.24</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;">\$ 55,000.00</td></tr> </table>	Direct Labor	\$ 54,408.76	Direct Costs	\$ 591.24	Services by Others	_____	Additional Services **	_____	Total this Subconsultant (ULC)	\$ 55,000.00	<p>6 _____</p> <table border="0"> <tr><td>Direct Labor</td><td style="text-align: right;">_____</td></tr> <tr><td>Direct Costs</td><td style="text-align: right;">_____</td></tr> <tr><td>Services by Others</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Additional Services **</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td style="text-align: right;">\$ -</td></tr> </table>	Direct Labor	_____	Direct Costs	_____	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
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<p>2 <u>2IM Group, LLC</u></p> <table border="0"> <tr><td>Direct Labor</td><td style="text-align: right;">\$ 54,989.20</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;">\$ 54,989.20</td></tr> </table>	Direct Labor	\$ 54,989.20	Direct Costs	_____	Services by Others	_____	Additional Services **	_____	Total this Subconsultant (ULC)	\$ 54,989.20	<p>7 _____</p> <table border="0"> <tr><td>Direct Labor</td><td style="text-align: right;">_____</td></tr> <tr><td>Direct Costs</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Services by Others</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Additional Services **</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td style="text-align: right;">\$ -</td></tr> </table>	Direct Labor	_____	Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
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Direct Labor	_____																				
Direct Costs	\$ -																				
Services by Others	\$ -																				
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Total this Subconsultant (ULC)	\$ -																				

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

**TOTAL DBE/MBE/WBE Subconsultants: \$ 109,989.20**

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

**TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 109,989.20**

**DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 14.67%**

**DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 14.67%**

**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: ABNA of Illinois, Inc.

Contract Number: RR-18-4353 Supplement #1

Proposal Date: 4/20/2020

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: 18-4353 Supplemen

Consultant: ABNA of Illinois, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

												Grand Total Exhibit A Hours	430
MONTHS of YEAR 2020												TOTAL HOURS	
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Civil Support Tasks				45	55	55	55	55	50	50	50		415
Admin/Management				2	2	2	2	2	2	2	1		15
<b>TOTALS</b>				47	57	57	57	57	52	52	51		430











Contract No.: -4353 Supplem

Consultant: ABNA of Illinois, Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

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

**Project Manager:** Thomas P. Paolicchi, PE, LEED AP

**Project Engineer:** Chris (Kokchung) Leow, PE

**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-18-4353 Supplement #1**

**ABNA of Illinois, Inc.**

**SCOPE OF SERVICES**

ABNA will be supporting CMT on this Task Order by performing various Civil/Transportation design tasks to facilitate the AET conversions of several plazas along I-355 and I-88. The tasks ABNA will perform will be coordinated with CMT so ABNA stays within the upper contact limit.

**EXHIBIT G**

**Contract No. RR-18-4353 Supplement #1**

**ABNA of Illinois, Inc.**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
RR-16-9197	DUR	\$300,000.00	\$190,000.00	12/31/2020
I-17-4310	I-294 Phase II Crossover MOT	\$164,700.00	\$10,000.00	10/31/2020
I-17-4678	EOWA Pratt to Touhy	\$385,000.00	\$85,000.00	12/31/2021
I-17-4300	I-294 Phase II Reconstruction	\$1,732,500.00	\$500,000.00	12/31/2021
RR-15-9976R	Traffic Management	\$232,200.00	\$65,000.00	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							
	Direct Labor	_____					
	Direct Costs	_____					
	Services by Others	_____					
	Additional Services **	_____					
	Total this Subconsultant (ULC)	\$ _____				-	

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

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

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

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

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

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

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

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

11							
	Direct Labor	_____					
	Direct Costs	\$ _____				-	
	Services by Others	\$ _____				-	
	Additional Services **	\$ _____				-	
	Total this Subconsultant (ULC)	\$ _____				-	

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

12							
	Direct Labor	_____					
	Direct Costs	\$ _____				-	
	Services by Others	\$ _____				-	
	Additional Services **	\$ _____				-	
	Total this Subconsultant (ULC)	\$ _____				-	

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

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

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

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

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

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

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

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

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

1	<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: 2IM Group, LLC

Contract Number: RR-18-4353 Supplement #1

Proposal Date: 4/20/2020

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: 18-4353 Supplemen

Consultant: 2IM Group, LLC

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

													Grand Total Exhibit A Hours	479
MONTHS of YEAR 2020													TOTAL HOURS	
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Design Support				8	60	60	71	80	60	30	30	30	429	
<b>TOTALS</b>				8	60	60	71	80	60	30	30	30	429	











Contract No.: -4353 Supplem

Consultant: 2IM Group, LLC

**EXHIBIT E - KEY PROJECT PERSONNEL**

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

**Project Manager:** Orhan Ulger

**Project Engineer:** Amalia Baymundo

**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-18-4353 Supplement #1**

**2IM Group, LLC**

**SCOPE OF SERVICES**

Support CMT in providing concept level recommendations to the Illinois Tollway for the conversion of various toll plazas to accommodate AET Lite and to convert Plazas 99 and 41 into customer service facilities and development of contract documents for various contracts based on Illinois Tollway concurrence.

**EXHIBIT G**

**Contract No. RR-18-4353 Supplement #1**

**2IM Group, LLC**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
<b>I-355 Veterans Memorial Tollway I-55 to Butterfield Road</b>	<b>Phase II Engineering Services</b>	<b>\$403,228.43</b>	<b>\$40,473.67</b>	<b>Jun-18</b>
<b>Reagan Memorial Tollway Annie Glidden Road to IL 56</b>	<b>Phase II Engineering Services</b>	<b>\$255,819.54</b>	<b>\$18,192.48</b>	<b>Jun-18</b>
<b>Environmental Studies Upon Request. Phase I and Phase II Engineering</b>	<b>Phase II Services</b>	<b>\$150,000.00</b>	<b>\$150,000.00</b>	<b>Dec-18</b>
<b>Design Corridor Manager for Tri-State (I-294) from Balmoral to 95th Street</b>	<b>Phase II Services</b>	<b>\$760,860.00</b>	<b>\$708,966.79</b>	<b>Dec-22</b>
<b>Consulting Engineer Services</b>	<b>General Engineering Consultant</b>	<b>\$1,533,288.84</b>	<b>\$1,427,009.93</b>	<b>Dec-21</b>

<b>EOWA -Pratt Boulevard to Touhy Avenue Phase II Engineering Services</b>	<b>Phase II Engineering Services</b>	<b>\$275,000.00</b>	<b>\$208,948.34</b>	<b>Dec-18</b>
<b>I-294 St. Charles Road to North Ave.</b>	<b>Phase II Engineering Services</b>	<b>\$1,248,000.00</b>	<b>\$1,219,654.85</b>	<b>Dec-19</b>
<b>DUR - Systemwide</b>	<b>Phase II Engineering Services</b>	<b>\$185,000.00</b>	<b>\$153,363.70</b>	<b>Dec-18</b>
<b>EOWA - West Extension. Phase I</b>	<b>Phase I Engineering Services</b>	<b>TBD</b>	<b>Awaiting NTP</b>	<b>TBD</b>
<b>DUR - Systemwide</b>	<b>Phase II Engineering Services</b>	<b>TBD</b>	<b>Awaiting NTP</b>	<b>TBD</b>
<b>Edens Spur Constructio n Managemen t</b>	<b>Phase III Engineering Services</b>	<b>TBD</b>	<b>Awaiting NTP</b>	<b>TBD</b>
<b>Landscape Service Upon Request</b>	<b>Phase II/III Engineering Services</b>	<b>\$8,000,000.00</b>	<b>Awaiting NTP</b>	<b>Dec-24</b>

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

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

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

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

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

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

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

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

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

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

11							
	Direct Labor	_____					
	Direct Costs	\$ _____	-				
	Services by Others	\$ _____	-				
	Additional Services **	\$ _____	-				
	Total this Subconsultant (ULC)	\$ _____	-				

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

12							
	Direct Labor	_____					
	Direct Costs	\$ _____	-				
	Services by Others	\$ _____	-				
	Additional Services **	\$ _____	-				
	Total this Subconsultant (ULC)	\$ _____	-				

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

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

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

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

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

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



**EXHIBIT H - SERVICES BY OTHERS**

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

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

12

<hr/>	
Direct Labor	<hr/>
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): \_\_\_\_\_