

RESOLUTION NO. 21830

**Background**

It is necessary and in the best interest of The Illinois State Toll Highway Authority ("Tollway") to obtain Construction Corridor Manager and Owner's Representative Services (CCM/OR) on the Elgin O'Hare Western Access (EOWA) Corridor (Illinois Route 390/I-490) on Contract I-18-4701.

Knight E/A, Inc. / V3 Companies has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$89,000,000.00. The proposal is for construction related professional services and the services were procured pursuant to 30 ILCS 500/30-15(c) of the Illinois Procurement Code.

**Resolution**

The Chief Engineering Officer is authorized to negotiate an agreement with Knight E/A, Inc. / V3 Companies to obtain Construction Corridor Manager and Owner's (Tollway) Representative Services, for Contract No. I-18-4701 with an upper limit of compensation not to exceed \$89,000,000.00, subject to review and approval of the General Counsel. The Chairman/Chief Executive Officer of the Tollway is authorized to execute the Agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

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

Chairman

**1.4.2 Item 2: I-18-4701, Construction Corridor Manager and Owner's Representative Services (CCM/OR) – EOWA Corridor (Illinois Route 390/I-490)**

This project has a 26% D/M/WBE participation goal and 3% VOSB/SDVOSB participation goal.

Construction Corridor Management Services and Owner's Representative Services (CCM/OR) as required for all contracts associated with the Elgin O'Hare Western Access corridor. The CCM and OR shall provide services as directed by the Tollway and in coordination with the services being provided under the Design Corridor Management (DCM) contract. The DCM shall report to the CCM/OR. The Tollway is finalizing design and construction project limits and may modify project limits and scope during and after the time of negotiations. In general, the project limits are assumed to include the full EOWA corridor and all projects included in this corridor.

Phase III Engineering or Construction Management services are required for construction inspection and supervision for the following projects associated with the Elgin O'Hare Western Access project:

1. Union Pacific (UP) Railroad contracts, as required
2. Illinois Route 390 at I-490 Interchange Roadway Construction.

The Tollway will determine the number of construction contracts with each of the above at a future date.

The Consultant shall provide corridor construction management services (CCM) for all assigned construction contracts within the EOWA Corridor.

The firm will perform Construction Corridor Management services as follows:

Construction Corridor Management Services

The work encompassing construction corridor management services for the above project, shall include but not be limited to the following:

1. Coordination and project management of the existing and future Phase III Engineering services (Construction Management) contracts associated with the Elgin O'Hare Western Access project.
2. Constructability reviews.
3. Industry coordination.
4. Review of packaging and timing of construction contracts.
5. Construction claims review and resolution.
6. Serve as the Tollway's representative, along with the Tollway's Project Manager, on any construction/coordination committees with outside agencies and/or entities.
7. Coordination with Construction Managers (CMs) and with the DCM.
8. Phase III Engineering services as described above.

With respect to the assigned Phase III Engineering (Construction Management) services, the firm will perform on-site inspection, review layout of contract(s) including design changes, provide geotechnical inspection and testing, 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 specifications. The firm 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. The firm must have MicroStation capabilities. All final documents shall be submitted in hard copy and electronic format and follow the ICAPP Manual. All CADD file documents shall be required to contain all record drawing modifications.

### Owners Representative Services

The work encompassing owners representative services for the above project, shall include but not be limited to the following:

1. The Owners Representative project manager or designee shall report to the Tollway Project Manager for all contract matters and matters related to delivering the project. In coordination with the Tollway Project Manager, the Owners Representative shall report monthly, or as required, to the Chief Engineering Officer and Chief Operating Officer regarding project status, recommendations for resolving issues and other matters the Chief Engineering Officer and Chief Operating Officer may deem necessary
2. This CCM/OR shall coordinate with the DCM as necessary to provide the services required under the contract. The CCM/OR shall not duplicate the scope of the DCM. The OR shall utilize the information generated by the DCM in preparing reports and processing data. Scoping decisions will be made by the Chief Engineering Officer and Chief Operating Officer in consultation with the Tollway Project Manager.
3. Monitor and coordinate, if requested, by the Chief Engineering Officer or Chief Operating Officer progress with respect to utilities, utility relocation, permits, land acquisitions as they impact planned construction activities, etc. Otherwise, the OR shall coordinate with the DCM on this matter.
4. Monitor and coordinate, if requested, by the Chief Engineering Officer or Chief Operating Officer progress with respect to railroads as they impact planned design and construction activities, etc.

Construction estimate: EOWA Corridor (Illinois Route 390/I-490) Project Budget: \$2 billion.

Firms must be prequalified by IDOT in the following categories:

- ✓ **Highways (Freeways)**
- ✓ **Structures (Highway Bridges: Complex)**
- ✓ **Structures (Railroad Bridges)**
- ✓ **Geotechnical Services (Subsurface Explorations)**
- ✓ **Special Services (Construction Inspection)**
- ✓ **Special Services (Surveying)**
- ✓ **Special Services (Quality Assurance Testing)**

The Tollway will allow a Prime consultant to meet the prequalifications for Structures (Highway Bridges: Complex), Structures (Railroad Bridges), Geotechnical Services (Subsurface Explorations), Special Services (Construction Inspection), Special Services (Surveying) and Special Services (Quality Assurance Testing) through a subconsultant.

Firms must have additional experience as indicated below:

In addition to the above prequalification, the firm must have a minimum of three (3) relevant projects accomplished within the past 10 years, demonstrating the firm's experience in the type of work required for this project. The use of photos is highly

discouraged. Include the following for each project identified in the categories below:

1. Project name
2. Project location
3. The person who will assume the duties of the Project Manager.
4. A brief description of the project and the work performed, including the project's size, complexity, and fee
5. Name, address, telephone number, and e-mail address of client contact to serve as reference

#### Tollway Projects

Include additional projects that specifically identify and describe the firm's experience related to Tollway projects, including the Illinois Tollway or any other Tollways in the United States. Firm(s) should also provide the total firm's billings for the past 10 years in performing typical CCM services, and briefly identify those projects.

#### Other Transportation Projects

The firm should summarize any relevant experience working with transportation agencies and other governmental bodies operating in this region and/or with which the Tollway regularly works or interacts, including the Illinois Department of Transportation (IDOT), the Federal Highway Administration (FHWA), the Environmental Protection Agency, the Chicago Department of Aviation (CDA), Federal Aviation Administration (FAA) and the United States Army Corps of Engineers.

#### Project Management and Coordination Experience

The firm must describe its experience in providing project management and coordination services similar to the services required and described above. This description should specifically address the firm's record in delivering completed projects on time and on budget.

Key personnel listed in Exhibit A for this project must include:

- The person who will assume the duties of the Owners Representative for all aspects of the work documents (must be an Illinois Licensed Professional Engineer).
- The person who will assume the duties of the Project Manager for all aspects of the work documents (must be an Illinois Licensed Professional Engineer).
- The person who will assume the duties of the Construction Corridor Manager (must be an Illinois Licensed Professional Engineer).
- Construction Engineer, who will be responsible for reviewing the constructability of the contract plans (must be an Illinois Licensed Professional Engineer).
- The person(s) who will perform the QC/QA review work of all milestone submittals, who must be an Illinois Licensed Professional Engineer for roadway elements and an Illinois Licensed Structural Engineer for structural elements. This requirement may be satisfied by one individual who holds both licenses, or two individuals who are licensed in their appropriate categories.
- The Resident Engineer.
- The Materials Coordinator.

- The Document Technician. (The person actively performing the documentation on the project must possess a current IDOT Construction Document certificate. **Include the Documentation Certificate Number for IDOT class S-14, Documentation of Contract Quantities.**)
- The Materials QA Technician.

Please see the following revisions (*in bold italics*) to Section 4.3 GUIDELINES FOR SUBMITTING STATEMENTS OF INTEREST (SOI) of this PSB.

**4.3.4, Section 1. Executive Summary (limit of 10 pages)**

4.3.4 Section 1, F. Project Approach (include brief statement of firm's unique qualifications and experience, approach to the project's specific challenges such as maintenance of traffic, environmental constraints, budget constraints, schedule constraints, design challenges, **project team matrix that clearly illustrates the key personnel and subconsultants included in the organizational structure proposed to accomplish the management, technical, and administrative services required**, etc. **Project Approach should also include the following:**

**Method for Providing CCM/OR Services**

**The firm shall propose their method for providing Construction Corridor Management and Owners Representative services; however, in general, the Tollway is interested in how the Consultant will address the following:**

1. **Staffing: This includes interaction and integration of the firm's team within the Tollway employees.**
2. **A description of how the firm plans to coordinate with the DCM, General Engineering Consultant, Traffic Engineer and Program Management Office contracts.**
3. **A description of how the firm plans to coordinate with existing and future Construction Management contracts.**
4. **A description of how the firm plans to coordinate with existing and future Construction contracts.**
5. **Maintenance of Traffic: This includes a description of how the firm plans to monitor and coordinate maintenance of traffic during construction, and a description of potential issues and how they would address them during construction.**
6. **Utilities: This includes a description of how the firm plans to coordinate and mitigate utility issues during construction.**
7. **Communication: This includes a description of how the firm's communication plan during construction, specifically as to how they would coordinate with the Tollway's Communication Department focusing on lane closures and other construction activities; and how they would communicate with the Tollway in general.**

**Oral Presentations**

Some or all of the firms submitting SOIs for the project, at the sole discretion of the Tollway, may be required to appear for an oral presentation. The oral presentations, if required, shall be conducted so as to solicit additional information and enable the Tollway to evaluate the capability of the applicable firms in providing the desired services. If the Tollway notifies a firm that an oral

presentation is required, the Tollway shall inform that firm of the schedule, order and procedure for the presentation, including its content, time limits, and use of handouts and visual aids. The Tollway may tape record and/or videotape any presentations. The oral presentations, if any, shall be evaluated by the Selection Committee. Notwithstanding the foregoing, the Tollway emphasizes that it may elect to forego oral presentations for all or some firms. Consequently, all SOIs should be comprehensive and clear. No firm should rely upon the opportunity to present additional or clarifying information later.

Schedule: This project is scheduled to start in 2020. Construction of this project is ongoing and scheduled to be completed by Fall 2025.

The Consultant must have MicroStation capabilities. All final documents shall be submitted in hard copy and electronic format, including a 3-D Model, and follow the CADD Standards Manual.

This project will be managed through the Tollway's web-based project management system. The Consultant will be required to participate in these procedures and will receive training on the system.

The Tollway will furnish the Consultant with guidelines for the Consultant's Quality Program (CQP). The CQP is due fourteen (14) days after Notice to Proceed.

The Consultant who is selected for this project will be notified and scheduled to attend a scope briefing at the Tollway Central Administration office building in Downers Grove.

## Exhibit A – Proposed Staff

### PSB 18-4

Please provide the information for the following Key Project Personnel, (Key Project Personnel are defined as those specific positions identified in each PSB Item, and are subject to approval by the Tollway if they change during contract performance), including the staff from the Sub-Consultants. **The personnel named in Exhibit A must also be listed on Exhibit D: Availability of Key Project Personnel.**

| Project Manager (Items 1 thru 7) |                                   |        |    |
|----------------------------------|-----------------------------------|--------|----|
| Name:                            | Eugene Joynt, P.E. ✓              |        |    |
| Firm:                            | Knight E/A, Inc.                  |        |    |
| Category:                        | IL Licensed Professional Engineer |        |    |
| License #:                       | 062-046176                        |        |    |
| Year Registered:                 | 1990                              | State: | IL |
| Office Address:                  | 221 N. LaSalle, Suite 300         |        |    |
| City:                            | Chicago                           | State: | IL |

| Project Engineer (Items 1 & 3) |                                   |        |  |
|--------------------------------|-----------------------------------|--------|--|
| Name:                          |                                   |        |  |
| Firm:                          |                                   |        |  |
| Category:                      | IL Licensed Professional Engineer |        |  |
| License #:                     |                                   |        |  |
| Year Registered:               |                                   | State: |  |
| Office Address:                |                                   |        |  |
| City:                          |                                   | State: |  |

| Roadway Design (Items 1 & 3) |                                   |        |  |
|------------------------------|-----------------------------------|--------|--|
| Name:                        |                                   |        |  |
| Firm:                        |                                   |        |  |
| Category:                    | IL Licensed Professional Engineer |        |  |
| License #:                   |                                   |        |  |
| Year Registered:             |                                   | State: |  |
| Office Address:              |                                   |        |  |
| City:                        |                                   | State: |  |

| Structural Design (Items 1 & 3) |                                 |        |  |
|---------------------------------|---------------------------------|--------|--|
| Name:                           |                                 |        |  |
| Firm:                           |                                 |        |  |
| Category:                       | IL Licensed Structural Engineer |        |  |
| License #:                      |                                 |        |  |
| Year Registered:                |                                 | State: |  |
| Office Address:                 |                                 |        |  |
| City:                           |                                 | State: |  |

| Drainage Design (Item 1) |                                   |        |  |
|--------------------------|-----------------------------------|--------|--|
| Name:                    |                                   |        |  |
| Firm:                    |                                   |        |  |
| Category:                | IL Licensed Professional Engineer |        |  |
| License #:               |                                   |        |  |
| Year Registered:         |                                   | State: |  |
| Office Address:          |                                   |        |  |
| City:                    |                                   | State: |  |

| Architect (Item 1) |                                    |        |  |
|--------------------|------------------------------------|--------|--|
| Name:              |                                    |        |  |
| Firm:              |                                    |        |  |
| Category:          | IL Licensed Professional Architect |        |  |
| License #:         |                                    |        |  |
| Year Registered:   |                                    | State: |  |
| Office Address:    |                                    |        |  |
| City:              |                                    | State: |  |

| Electrical Design (Item 1) |                                   |        |  |
|----------------------------|-----------------------------------|--------|--|
| Name:                      |                                   |        |  |
| Firm:                      |                                   |        |  |
| Category:                  | IL Licensed Professional Engineer |        |  |
| License #:                 |                                   |        |  |
| Year Registered:           |                                   | State: |  |
| Office Address:            |                                   |        |  |
| City:                      |                                   | State: |  |

| Mechanical Design (Item 1) |                                   |        |  |
|----------------------------|-----------------------------------|--------|--|
| Name:                      |                                   |        |  |
| Firm:                      |                                   |        |  |
| Category:                  | IL Licensed Professional Engineer |        |  |
| License #:                 |                                   |        |  |
| Year Registered:           |                                   | State: |  |
| Office Address:            |                                   |        |  |
| City:                      |                                   | State: |  |

**Exhibit A – Proposed Staff**  
**PSB 18-4, continued**

The personnel named in Exhibit A must also be listed on Exhibit D: Availability of Key Project Personnel

| Land Acquisition (Item 1) |  |        |  |
|---------------------------|--|--------|--|
| Name:                     |  |        |  |
| Firm:                     |  |        |  |
| Category:                 |  |        |  |
| License #:                |  |        |  |
| Year Registered:          |  | State: |  |
| Office Address:           |  |        |  |
| City:                     |  | State: |  |

| Owner Representative (Item 2) |                                   |        |    |
|-------------------------------|-----------------------------------|--------|----|
| Name:                         | Lou Gallucci, P.E. ✓              |        |    |
| Firm:                         | V3 Companies, Ltd.                |        |    |
| Category:                     | IL Licensed Professional Engineer |        |    |
| License #:                    | 062-045298                        |        |    |
| Year Registered:              | 1989                              | State: | IL |
| Office Address:               | 7325 Janes Avenue                 |        |    |
| City:                         | Woodridge                         | State: | IL |

| Construction Corridor Manager (Item 2) |                                   |        |    |
|--|-----------------------------------|--------|----|
| Name:                                  | Pete Stukas, P.E. ✓               |        |    |
| Firm:                                  | V3 Companies, Ltd.                |        |    |
| Category:                              | IL Licensed Professional Engineer |        |    |
| License #:                             | 062-045211                        |        |    |
| Year Registered:                       | 1989                              | State: | IL |
| Office Address:                        | 7325 Janes Avenue                 |        |    |
| City:                                  | Woodridge                         | State: | IL |

| Construction Engineer (Item 2) |                                   |        |    |
|--------------------------------|-----------------------------------|--------|----|
| Name:                          | Tom Valaitis, P.E. ✓              |        |    |
| Firm:                          | V3 Companies, Ltd.                |        |    |
| Category:                      | IL Licensed Professional Engineer |        |    |
| License #:                     | 062-048075                        |        |    |
| Year Registered:               | 1993                              | State: | IL |
| Office Address:                | 7325 Janes Avenue                 |        |    |
| City:                          | Woodridge                         | State: | IL |

| QC/QA Roadway (Item 1, 2 and 3) |                                   |        |    |
|---------------------------------|-----------------------------------|--------|----|
| Name:                           | Vince Del Medico, P.E. ✓          |        |    |
| Firm:                           | V3 Companies, Ltd.                |        |    |
| Category:                       | IL Licensed Professional Engineer |        |    |
| License #:                      | 062-052786                        |        |    |
| Year Registered:                | 1999                              | State: | IL |
| Office Address:                 | 7325 Janes Avenue                 |        |    |
| City:                           | Woodridge                         | State: | IL |

| QC/QA Structural (Item 1, 2 and 3) |                                 |        |    |
|------------------------------------|---------------------------------|--------|----|
| Name:                              | Frank Williams, S.E. ✓          |        |    |
| Firm:                              | Knight E/A, Inc.                |        |    |
| Category:                          | IL Licensed Structural Engineer |        |    |
| License #:                         | 081-005037                      |        |    |
| Year Registered:                   | 1993                            | State: | IL |
| Office Address:                    | 631 E. Boughton Road, #205      |        |    |
| City:                              | Bolingbrook                     | State: | IL |

| Resident Engineer (Items 2, 4 thru 7) |                                   |        |    |
|---------------------------------------|-----------------------------------|--------|----|
| Union Pacific (UP) Railroad contracts |                                   |        |    |
| Name:                                 | Megan Benatatos, P.E. ✓           |        |    |
| Firm:                                 | V3 Companies, Ltd.                |        |    |
| Category:                             | IL Licensed Professional Engineer |        |    |
| License #:                            | 062-059425                        |        |    |
| Year Registered:                      | 2006                              | State: | IL |
| Office Address:                       | 7325 Janes Avenue                 |        |    |
| City:                                 | Woodridge                         | State: | IL |

| Material Coordinator (Items 2, 4 thru 7) |  |        |    |
|--|--|--------|----|
| Union Pacific (UP) Railroad contracts    |  |        |    |
| Name:                                    | Mike Wallin ✓  |        |    |
| Firm:                                    | V3 Companies, Ltd.                                     |        |    |
| Category:                                | Documentation Certification Number-<br>IDOT class S-14 |        |    |
| License #:                               | 15-0053  |        |    |
| Year Registered:                         | 2015   | State: | IL |
| Office Address:                          | 7325 Janes Avenue                                      |        |    |
| City:                                    | Woodridge  | State: | IL |

| Document Technician (Items 2, 4 thru 7) |  |        |    |
|---|--|--------|----|
| Union Pacific (UP) Railroad contracts   |  |        |    |
| Name:                                   | Mike Tamme ✓   |        |    |
| Firm:                                   | V3 Companies, Ltd.                                     |        |    |
| Category:                               | Documentation Certification Number-<br>IDOT class S-14 |        |    |
| License #:                              | 18-13328   |        |    |
| Year Registered:                        | 2018   | State: | IL |
| Office Address:                         | 7325 Janes Avenue                                      |        |    |
| City:                                   | Woodridge  | State: | IL |

| Material QA Technician (Items 2, 4 thru 7) |  |        |    |
|--|--|--------|----|
| Union Pacific (UP) Railroad contracts      |  |        |    |
| Name:                                      | Hemant Patel ✓                         |        |    |
| Firm:                                      | Material Service Testing, Inc          |        |    |
| Category:                                  |  |        |    |
| License #:                                 |  |        |    |
| Year Registered:                           |  | State: |    |
| Office Address:                            | 1327 West Washington Blvd,<br>Ste. 105 |        |    |
| City:                                      | Chicago                                | State: | IL |

**Exhibit A – Proposed Staff**

**PSB 18-4, continued**

The personnel named in Exhibit A must also be listed on Exhibit D: Availability of Key Project Personnel

|                        |  |        |  |
|------------------------|--|--------|--|
| <b>Survey (Item 3)</b> |  |        |  |
| Name:                  |  |        |  |
| Firm:                  |  |        |  |
| Category:              | IL Licensed Professional Land Surveyor |        |  |
| License #:             |  |        |  |
| Year Registered:       |  | State: |  |
| Office Address:        |  |        |  |
| City:                  |  | State: |  |

|   |                                   |        |    |
|---|-----------------------------------|--------|----|
| <b>Required Prequalification Category</b><br>Geotechnical Services (Subsurface Exploration) |                                   |        |    |
| Name:   | Dixon O'Brien, P.E. ✓             |        |    |
| Firm:   | O'Brien & Associates, Inc.        |        |    |
| Category:   | IL Licensed Professional Engineer |        |    |
| License #:  | 062-042196                        |        |    |
| Year Registered:  | 1984                              | State: | IL |
| Office Address:   | 766 West Algonquin Road           |        |    |
| City:   | Arlington Hts.                    | State: | IL |

|   |                                   |        |    |
|---|-----------------------------------|--------|----|
| <b>Resident Engineer (Items 2, 4 thru 7)</b><br>Illinois Route 390 at I-490 Interchange |                                   |        |    |
| Name:   | Robert Hildebranski, P.E. ✓       |        |    |
| Firm:   | Knight E/A, Inc.                  |        |    |
| Category:   | IL Licensed Professional Engineer |        |    |
| License #:  | 062-049196                        |        |    |
| Year Registered:  | 1994                              | State: | IL |
| Office Address:   | 221 North LaSalle, Suite 300      |        |    |
| City:   | Chicago                           | State: | IL |

|  |                              |        |    |
|--|------------------------------|--------|----|
| <b>Material Coordinator (Items 2, 4 thru 7)</b><br>Illinois Route 390 at I-490 Interchange |                              |        |    |
| Name:  | Mannix Bugayong ✓            |        |    |
| Firm:  | Knight E/A, Inc.             |        |    |
| Category:  |                              |        |    |
| License #:   |                              |        |    |
| Year Registered:   |                              | State: | IL |
| Office Address:  | 221 North LaSalle, Suite 300 |        |    |
| City:  | Chicago                      | State: | IL |

|   |   |        |    |
|---|---|--------|----|
| <b>Document Technician (Items 2, 4 thru 7)</b><br>Illinois Route 390 at I-490 Interchange |   |        |    |
| Name:   | Donna Haas ✓  |        |    |
| Firm:   | Knight E/A, Inc.                                    |        |    |
| Category:   | Documentation Certification Number- IDOT class S-14 |        |    |
| License #:  | 16-11799  |        |    |
| Year Registered:  | 2016-2020   | State: | IL |
| Office Address:   | 221 North LaSalle, Suite 300                        |        |    |
| City:   | Chicago   | State: | IL |

|  |                                     |        |    |
|--|-------------------------------------|--------|----|
| <b>Material QA Technician (Items 2, 4 thru 7)</b><br>Illinois Route 390 at I-490 Interchange |                                     |        |    |
| Name:  | Richard Ferro ✓                     |        |    |
| Firm:  | Material Service Testing, Inc       |        |    |
| Category:  |                                     |        |    |
| License #:   |                                     |        |    |
| Year Registered:   |                                     | State: |    |
| Office Address:  | 1327 West Washington Blvd, Ste. 105 |        |    |
| City:  | Chicago                             | State: | IL |

|   |         |        |    |
|---|---------|--------|----|
| <b>Required Prequalification Category</b> |         |        |    |
| Name:                                     |         |        |    |
| Firm:                                     |         |        |    |
| Category:                                 |         |        |    |
| License #:                                |         |        |    |
| Year Registered:                          |         | State: |    |
| Office Address:                           |         |        |    |
| City:                                     | Chicago | State: | IL |

|   |  |        |  |
|---|--|--------|--|
| <b>Required Prequalification Category</b> |  |        |  |
| Name:                                     |  |        |  |
| Firm:                                     |  |        |  |
| Category:                                 |  |        |  |
| License #:                                |  |        |  |
| Year Registered:                          |  | State: |  |
| Office Address:                           |  |        |  |
| City:                                     |  | State: |  |

|   |  |        |  |
|---|--|--------|--|
| <b>Required Prequalification Category</b> |  |        |  |
| Name:                                     |  |        |  |
| Firm:                                     |  |        |  |
| Category:                                 |  |        |  |
| License #:                                |  |        |  |
| Year Registered:                          |  | State: |  |
| Office Address:                           |  |        |  |
| City:                                     |  | State: |  |

|   |  |        |  |
|---|--|--------|--|
| <b>Required Prequalification Category</b> |  |        |  |
| Name:                                     |  |        |  |
| Firm:                                     |  |        |  |
| Category:                                 |  |        |  |
| License #:                                |  |        |  |
| Year Registered:                          |  | State: |  |
| Office Address:                           |  |        |  |
| City:                                     |  | State: |  |

\*If work is being performed by a Sub-consultant list firm name also.  
\*\*Note the specific function listed in the Item description for Key Personnel

Estimated Fee: \$60.00

Prime Consultant or Teaming Firm Name: Burns & McDonnell Engineering Co., Inc.

FEIN Number: 43-9956142 Project Manager: Tom McCay Project Engineer: Jason Wenberg  
Contact Name: Mike Folta Contact Phone: 630-724-3277 Contact Email: mfolta@burnsmcd.com  
Process Document: SOIR2 #00089 - ITEM02\_BURNS\_PSB18-4\_BurnsMcDonnell\_11052018

Is Prime a D/M/WBE?: None Veterans Preference (Prime): None

| Vendor Reported | Actual | Vendor Reported | Actual |
|-----------------|--------|-----------------|--------|
| 0.0             | 0.0    | 50.0            | 50.0   |
| 0.0             | 0.0    | 50.0            | 50.0   |
| 36.5            | 36.5   | 39.5            | 39.5   |
| 3.0             | 3.0    | 60.5            | 60.5   |

Last Time Selected PSB:  
Last Time Selected FTB:

| Total Fee - All Projects (000's):           | ISTHA        | IDOT         | Other       |
|---|--------------|--------------|-------------|
| \$29,871,000                                | \$29,871,000 | \$11,243,000 | \$3,411,000 |
| Total Fee Remaining - All Projects (000's): | \$3,682,180  | \$1,912,000  | \$97,000    |

| Sub - Firm Legal Name                                  | FEIN Number | % Work Completed by Sub | Project Manager       | Contact e-mail                | Role of Sub Consultant                  | DBE? | Male or Female | Ethnicity          | Veteran Status | DBE (Disadvantaged Business Enterprise) Program       | Multiple Owners? | Partnering for Growth (P4G) | P4G Partner                             |
|--|-------------|-------------------------|-----------------------|-------------------------------|---|------|----------------|--------------------|----------------|---|------------------|-----------------------------|---|
| d'Escoto, Inc.   |             | 0.5                     | Rafael Herrera, PE    | rherrera@descoinc.com         | Significant Partner/ CCM/CM Support     | DBE  | Male           | Hispanic           | N/A            | IL UCP - City of Chicago                              | No               | No                          | N/A                                     |
| Foundation Mechanics, LLC                              |             | 1.5                     | Tim Desimone          | tmd@foundationmech.com        | CCM Construction                        | WBE  | Male           | Caucasian          | N/A            | Cook County   | No               | No                          | N/A                                     |
| Gasperes Eberts Consulting, LLC                        |             | 3                       | Lisa Gasperes         | lgasperes@geconsultllc.com    | Construction Inspection                 | DBE  | Female         | Caucasian          | N/A            | IL UCP - City of Chicago                              | Yes              | No                          | N/A                                     |
| Hanson Professional Services Inc.                      |             | 3                       | John Nelson           | jnelson@hanson-inc.com        | OR Railroad Coordination/CM Inspection  | N/A  | N/A - ESOP     | Multiple Ownership | N/A            | N/A   | Yes              | No                          | N/A                                     |
| Himalayan Consultants, LLC                             |             | 1.5                     | David M. Barber, P.E. | dbarber@himalayanllc.com      | CCM Geotechnical Support                | DBE  | Male           | Asian Pacific      | N/A            | IL UCP - Illinois Department of Transportation (IDOT) | No               | No                          | N/A                                     |
| Illinois Construction & Environmental Consulting, Inc. |             | 3                       | Michael Brangenberg   | mbrangenber@icellinois.com    | CCM Structural Construction Expert      | DBE  | Male           | Asian Pacific      | N/A            | IL UCP - METRA  | No               | No                          | N/A                                     |
| Industria, Inc.  |             | 3                       | Ryan Christoffel      | ryanc@industriainc.com        | CM Drainage, Erosion Control Inspection | DBE  | Male           | Caucasian          | VOSB           | IL UCP - City of Chicago                              | No               | No                          | N/A                                     |
| Mackie Consultants, LLC                                |             | 5                       | Martin T. Burke       | mburke@mackieconsult.com      | OR Support/CM Roadway Lead              | N/A  | Male           | Caucasian          | N/A            | N/A   | Yes              | No                          | N/A                                     |
| Material Solutions Laboratory                          |             | 3                       | Dan Tilzes            | tilzesd@mslcorp.com           | Material Testing                        | DBE  | Male           | Asian Indian       | N/A            | IL UCP - Illinois Department of Transportation (IDOT) | Yes              | No                          | N/A                                     |
| R.M. Chin & Associates, Inc.                           |             | 7.5                     | Mike Levar            | mlevar@rmchin.com             | Significant Partner/ OR/CCM Support     | MBE  | Female         | Asian Pacific      | N/A            | IL UCP - City of Chicago                              | Yes              | No                          | N/A                                     |
| Sanchez & Associates, P.C.                             |             | 1.5                     | Gerardo F. Sanchez    | gsanchez@sanchozsurveying.com | CM Survey / Control                     | DBE  | Male           | Hispanic           | N/A            | IL UCP - Illinois Department of Transportation (IDOT) | No               | No                          | N/A                                     |
| SE3, LLC   |             | 7.5                     | Jason R. Martin       | jmartin@se3.us                | Significant Partner/ OR CCM Support     | DBE  | Male           | African American   | N/A            | IL UCP - METRA  | Yes              | No                          | N/A                                     |
| TransSystems Corporation                               |             | 2.5                     | Martin Ross, PE       | mross@transys.com             | CCM Support                             | N/A  | N/A - ESOP     | Multiple Ownership | N/A            | N/A   | Yes              | No                          | N/A                                     |
| Vaughn Management LLC dba CERA Solutions               |             | 1.5                     | Stephen Vaughn        | svaughn@cera.solutions        | Construction Inspection                 | DBE  | Male           | African American   | N/A            | IL UCP - PACE   | No               | Yes                         | Burns & McDonnell Engineering Co., Inc. |

Prime Consultant or Teaming Firm Name: GETYPT\_TM (Globetrotters/TY Lin Int'l/Parsons Transportation)

FEIN Number: 36-2819661 Project Manager: Terrance Shanklin, PE Project Engineer:  
Contact Name: Brian McPartlin Contact Phone: 312-922-6400 Contact Email: marketing@gec-group.com  
Process Document: SOIR2 #00107 - item02\_GETYPT\_TM\_PSB18-4\_GlobetrottersEngineeringCorporation\_11052018

Is Prime a D/M/WBE?: DBE Veterans Preference (Prime): None

| Vendor Reported | Actual | Vendor Reported | Actual |
|-----------------|--------|-----------------|--------|
| 35.0            | 35.0   | 65.0            | 65.0   |
| 0.0             | 0.0    | 48.0            | 48.0   |
| 10.0            | 10.0   | 52.0            | 52.0   |
| 3.0             | 3.0    | 52.0            | 52.0   |

Last Time Selected PSB: 7/11/2017  
Last Time Selected FTB: 4/25/2018

| Total Fee - All Projects (000's):           | ISTHA        | IDOT        | Other        |
|---|--------------|-------------|--------------|
| \$17,030,000                                | \$17,030,000 | \$6,023,000 | \$12,315,000 |
| Total Fee Remaining - All Projects (000's): | \$4,021,000  | \$474,000   | \$326,000    |

| Sub - Firm Legal Name   | FEIN Number | % Work Completed by Sub | Project Manager      | Contact e-mail             | Role of Sub Consultant  | DBE? | Male or Female | Ethnicity          | Veteran Status | DBE (Disadvantaged Business Enterprise) Program       | Multiple Owners? | Partnering for Growth (P4G) | P4G Partner                              |
|---|-------------|-------------------------|----------------------|----------------------------|---|------|----------------|--------------------|----------------|---|------------------|-----------------------------|--|
| Apex Consulting Engineers, LLC (Globetrotters Engineering Corporation)  |             | 3                       | Del Brazil           | dbrazil@apexconsults.com   | Construction Inspection   | DBE  | Male           | African American   | N/A            | IL UCP - Illinois Department of Transportation (IDOT) | No               | No                          | N/A                                      |
| Bravo Company Engineering, Inc. (Globetrotters Engineering Corporation) |             | 3                       | Joseph Kozial        | jkozial@bravoeng.com       | Construction Inspection   | N/A  | Male           | Caucasian          | VOSB           | N/A   | Yes              | No                          | N/A                                      |
| Gasperes Eberts Consulting, LLC (Globetrotters Engineering Corporation) |             | 2                       | Lisa Gasperes        | lgasperes@geconsultllc.com | Construction Inspection   | DBE  | Female         | Caucasian          | N/A            | IL UCP - City of Chicago                              | Yes              | No                          | N/A                                      |
| GETYPT_TM (Parsons Transportation Group, Inc.)                          |             | 26                      | Amar Rajpurkar       | amar.rajpurkar@parsons.com | Constructability, QA/QC - Structural, Construction Inspection, Design Review, 3-D Modeling, Risk Analysis, ITS  | N/A  | N/A - ESOP     | Multiple Ownership | N/A            | N/A   | Yes              | No                          | N/A                                      |
| GETYPT_TM (T.Y. Lin International Great Lakes, Inc.)                    |             | 26                      | Bruce Bushnell, P.E. | bruce.bushnell@tylin.com   | OR/Deputy Executive, Construction Corridor Management, Resident Engineering, Project Controls (Monitor), Safety, Railroad Coordination, Construction Inspection, Design Review - Structural | N/A  | Male           | Caucasian          | N/A            | N/A   | Yes              | Yes                         | Synnov Group, Inc.                       |
| GSG Consultants, Inc. (Globetrotters Engineering Corporation)           |             | 2                       | Ali Sassi, PhD, PE   | asassi@gsg-consultants.com | Subsurface Exploration  | MBE  | Male           | Hispanic           | N/A            | IL UCP - City of Chicago                              | Yes              | No                          | N/A                                      |
| GSG Material Testing, Inc. (Globetrotters Engineering Corporation)      |             | 2                       | Santiago Garcia      | sgarcia@gsgtesting.com     | Material Testing/Lab  | DBE  | Male           | Hispanic           | N/A            | IL UCP - Chicago Transit Authority (CTA)              | No               | No                          | N/A                                      |
| Synnov Group, Inc. (T.Y. Lin International Great Lakes, Inc.)           |             | 1                       | Asha Singh           | asha.singh@synnovgroup.com | Program Controls (Protège)  | DBE  | Female         | Asian Indian       | N/A            | IL UCP - PACE   | Yes              | Yes                         | T.Y. Lin International Great Lakes, Inc. |

Prime Consultant or Teaming Firm Name: KNIV3C\_TM (Knight E/A, Inc. / V3 Companies)

FEIN Number: 37-138050 Project Manager: Eugene Ioynt, PE Project Engineer: Pete Stukat, PE  
Contact Name: Kevin E. Lentz, PE, President Contact Phone: (312) 577-3300 Contact Email: kientz@knightea.com  
Process Document: SOIR2 #00009 - item02\_KNIV3C\_TM\_PSB18-4\_KnightEAInc\_11052018

Is Prime a D/M/WBE?: None Veterans Preference (Prime): None

| Vendor Reported | Actual | Vendor Reported | Actual |
|-----------------|--------|-----------------|--------|
| 0.0             | 0.0    | 71.0            | 71.0   |
| 0.0             | 0.0    | 29.0            | 29.0   |
| 26.0            | 26.0   | 29.0            | 29.0   |
| 3.0             | 3.0    | 71.0            | 71.0   |

Last Time Selected PSB: 10/7/2014  
Last Time Selected FTB: 7/19/2017

| Total Fee - All Projects (000's):           | ISTHA        | IDOT         | Other       |
|---|--------------|--------------|-------------|
| \$35,301,557                                | \$35,301,557 | \$46,536,871 | \$1,234,473 |
| Total Fee Remaining - All Projects (000's): | \$13,855,900 | \$5,123,000  | \$5,909,000 |

| Sub - Firm Legal Name   | FEIN Number | % Work Completed by Sub | Project Manager           | Contact e-mail                | Role of Sub Consultant             | DBE? | Male or Female | Ethnicity          | Veteran Status | DBE (Disadvantaged Business Enterprise) Program       | Multiple Owners? | Partnering for Growth (P4G) | P4G Partner      |
|---|-------------|-------------------------|---------------------------|-------------------------------|------------------------------------|------|----------------|--------------------|----------------|---|------------------|-----------------------------|------------------|
| ZIM Group, LLC (Knight E/A, Inc.)                             |             | 3                       | Iub Montgomery, PE, CPESC | iub.m@zimgroup.com            | Construction Inspection            | MBE  | Male           | Hispanic           | N/A            | Cook County   | Yes              | No                          | N/A              |
| CKI Engineers, LLC (Knight E/A, Inc.)                         |             | 0.5                     | Mae C. Whiteside          | mwhiteside@ckeng.com          | Construction Inspection            | DBE  | Female         | African American   | N/A            | IL UCP - Illinois Department of Transportation (IDOT) | No               | No                          | N/A              |
| Collins Engineers, Inc. (Knight E/A, Inc.)                    |             | 2                       | James Hamelka             | jhamelka@collinsengr.com      | Structural Support                 | N/A  | Male           | Caucasian          | VOSB           | N/A   | No               | No                          | N/A              |
| Cotter Consulting, Inc. (Knight E/A, Inc.)                    |             | 3                       | Joseph Huan, PE           | jhuan@cotterconsulting.com    | Construction Inspection            | WBE  | Female         | Caucasian          | N/A            | IL UCP - City of Chicago                              | Yes              | No                          | N/A              |
| DB Steinhilber Consultants, Inc. (Knight E/A, Inc.)           |             | 4                       | Anthony Wiedmann          | awiedmann@dbsterlin.com       | Construction Inspection and Survey | DBE  | Female         | African American   | N/A            | IL UCP - Illinois Department of Transportation (IDOT) | Yes              | No                          | N/A              |
| Images, Inc. (Knight E/A, Inc.)                               |             | 0.5                     | Tracy Morse               | tracy.morse@imagesinc.net     | Communication                      | DBE  | Female         | Caucasian          | N/A            | IL UCP - Illinois Department of Transportation (IDOT) | No               | No                          | N/A              |
| J.A. Witts, Inc. (Knight E/A, Inc.)                           |             | 2                       | Ed Schoonveld             | eschoonveld@jwicorporated.com | Asphalt CM                         | DBE  | Female         | Caucasian          | N/A            | IL UCP - City of Chicago                              | No               | No                          | N/A              |
| KNIV3C_TM (V3 Companies, Ltd.)                                |             | 34.8                    | Lou Gallucci, P.E.        | lgallucci@v3co.com            | CCM                                | N/A  | N/A - ESOP     | Multiple Ownership | N/A            | N/A   | Yes              | No                          | N/A              |
| Material Service Testing, Inc. (Knight E/A, Inc.)             |             | 3                       | Michael Hayes             | mhayes@mssti.com              | Materials QA Testing               | MBE  | Male           | Asian Pacific      | N/A            | IL UCP - City of Chicago                              | Yes              | No                          | N/A              |
| O'Brien & Associates, Inc. (Knight E/A, Inc.)                 |             | 1                       | Dixon O'Brien             | dixonobrien@obainc.net        | Geotechnical Engineering           | WBE  | Female         | Caucasian          | N/A            | IL UCP - City of Chicago                              | No               | No                          | N/A              |
| Program Management & Control Services, LLC (Knight E/A, Inc.) |             | 2                       | Kerry B. Nuttall          | kerryb@pmcsc.com              | Project Controls                   | WBE  | Female         | Caucasian          | N/A            | IL UCP - City of Chicago                              | No               | No                          | N/A              |
| R.M. Chin & Associates, Inc. (Knight E/A, Inc.)               |             | 4                       | Mike Levar                | mlevar@rmchin.com             | Airfield/OR/CCM/CM                 | DBE  | Female         | Asian Pacific      | N/A            | IL UCP - City of Chicago                              | Yes              | No                          | N/A              |
| Scale Construction Inc. (Knight E/A, Inc.)                    |             | 2                       | John C. Zerdani, P.E.     | jcz@scaleconstruction.com     | Construction Inspection            | DBE  | Female         | Hispanic           | N/A            | IL UCP - METRA  | No               | Yes                         | Knight E/A, Inc. |
| SCIGNON Solutions, Inc. (Knight E/A, Inc.)                    |             | 1                       | John Scifers              | jscifers@scigon.com           | Technology Consulting              | N/A  | Male           | Caucasian          | SDVOSB         | N/A   | Yes              | No                          | N/A              |
| Synnov Group, Inc. (Knight E/A, Inc.)                         |             | 1                       | Asha Singh                | asha.singh@synnovgroup.com    | Project Controls                   | MBE  | Female         | Asian Indian       | N/A            | Cook County   | Yes              | No                          | N/A              |

**EXHIBIT F - Letter of Intent**

Instructions: The Prime Vendor is required to submit a separate, signed Letter of Intent (LOI) from each VOSB certified vendor. **LOIs must be submitted with the SOI and must be signed by both parties.** The Prime Vendor shall not prohibit or otherwise limit the VOSB certified vendor(s) from providing subconsultant proposals to other potential vendors. Each LOI must include the negotiated contract percentage and a detailed scope of work to be performed by each identified VOSB certified vendor. All LOI's shall be subject to Agency approval. Any changes involving or affecting the identified VOSB certified vendor may not be permitted without written approval of the procuring Agency.

**Project Name:** PSB 18-4\_Item 2\_4701 CCM/OR **Project/Solicitation Number:** THA - I-18-4701 - PSB 18-4

**Name of Prime Vendor:** KNIV3C\_TM **VOSB Compliance Contact:** Kevin E. Lentz, PE

**Address:** 221 N. LaSalle St., Suite 300

**City:** Chicago **State:** IL **Zip Code:** 60601

**Telephone:** (312) 577-3300 **Fax:** (312) 577-3526 **Email:** kientz@knightea.com

**Name of Certified VOSB Vendor:** Collins Engineers, Inc.

**Address:** 123 N. Wacker Drive, Suite 900 **VOSB Compliance Contact:** Kathleen Louder

**City:** Chicago **State:** IL **Zip Code:** 60606

**Telephone:** 312-704-9300 **Fax:** 312-704-9320 **Email:** klouder@collinsengr.com

Type of agreement:  Services

Anticipated start date of the Certified VOSB Vendor: 2020

Proposed 2.00 % of Contract to be performed by the VOSB Vendor.

**NOTE: The Prime Vendor must indicate the percentage of the estimated contract award that will be subcontracted to the certified VOSB Vendor.**

Detailed description of work to be performed by the VOSB Vendor:  
 Structural support

The Vendor and the certified vendor above hereby agree that upon the execution of a contract for the above-named project between the Vendor and the State of Illinois, the Certified VOSB Vendor will perform the scope of work in the percentage as indicated above.

**Vendor: Knight E/A, Inc.**  
 Signature: [Redacted]  
 Print Name: Kevin E. Lentz, PE  
 Title: President  
 Date: 10/29/2018

**Certified VOSB Vendor: Collins Engineers, Inc.**  
 Signature: [Redacted]  
 Print Name: Kathleen Louder  
 Title: Vice President  
 Date: 10/29/18

## Certified Profile

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

BUSINESS NAME **Collins Engineers, Inc.**

OWNER **Mr. THOMAS COLLINS**

ADDRESS **123 N. WACKER DR., STE 900  
CHICAGO, IL 60606** [Map This Address](#)

PHONE **312-704-9300**

FAX **312-704-9320**

EMAIL **[dcecchi@collinsengr.com](mailto:dcecchi@collinsengr.com)**

WEBSITE **[WWW.COLLINSENGR.COM](http://WWW.COLLINSENGR.COM)**

ETHNICITY **Caucasian**

GENDER **Male**

COUNTY **Cook (IL)**

**Certification Information**

CERTIFYING AGENCY **State of Illinois Central Management Services**

CERTIFICATION TYPE **VOSB - Veteran Owned Small Business**

RENEWAL DATE **12/10/2019**

EXPIRATION DATE **12/10/2021**

CERTIFIED BUSINESS DESCRIPTION **ARCHITECTURAL SERVICES, PROFESSIONAL  
ENGINEERING SERVICES, PROFESSIONAL**

**Commodity Codes**

| Code       | Description                          |
|------------|--------------------------------------|
| NIGP 90600 | ARCHITECTURAL SERVICES, PROFESSIONAL |
| NIGP 92500 | ENGINEERING SERVICES, PROFESSIONAL   |

**Additional Information**

REGION **Metro Chicago**



**EXHIBIT F - Letter of Intent**

Instructions: The Prime Vendor is required to submit a separate, signed Letter of Intent (LOI) from each VOSB certified vendor. **LOIs must be submitted with the SOI and must be signed by both parties.** The Prime Vendor shall not prohibit or otherwise limit the VOSB certified vendor(s) from providing subconsultant proposals to other potential vendors. Each LOI must include the negotiated contract percentage and a detailed scope of work to be performed by each identified VOSB certified vendor. All LOI's shall be subject to Agency approval. Any changes involving or affecting the identified VOSB certified vendor may not be permitted without written approval of the procuring Agency.

Project Name: PSB 18-4\_Item 2\_4701 CCM/OR Project/Solicitation Number: THA - I-18-4701 - PSB 18-4

Name of Prime Vendor: KNI/V3C\_TM VOSB Compliance Contact: Kevin E. Lentz, PE

Address: 221 N. LaSalle St., Suite 300

City: Chicago State: IL Zip Code: 60601

Telephone: (312) 577-3300 Fax: (312) 577-3528 Email: klentz@knightea.com

Name of Certified VOSB Vendor: SCIGON

Address: 420 Lake Cook Rd, Ste 104 VOSB Compliance Contact: John Scifers

City: Deerfield State: IL Zip Code: 60015

Telephone: 847-453-8890 Fax: 847-739-3139 Email: jscifers@scigon.com

Type of agreement:  Services

Anticipated start date of the Certified VOSB Vendor: 2020

Proposed 1.00 % of Contract to be performed by the VOSB Vendor.

**NOTE: The Prime Vendor must indicate the percentage of the estimated contract award that will be subcontracted to the certified VOSB Vendor.**

Detailed description of work to be performed by the VOSB Vendor:

IT and construction inspection support

The Vendor and the certified vendor above hereby agree that upon the execution of a contract for the above-named project between the Vendor and the State of Illinois, the Certified VOSB Vendor will perform the scope of work in the percentage as indicated above.

Vendor: Knight E/A, Inc.

Certified VOSB Vendor: SCIGON Solutions, Inc.

Signature [Redacted]

Signature [Redacted] Digitally signed by John W Scifers Date: 2018.10.25 10:46:06 -05'00'

Print Name: Kevin E. Lentz, PE

Print Name: John Scifers

Title: President

Title: President

Date: 10/25/2018

Date: 10/25/2018

## Certified Profile

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

|               |   |                                  |
|---------------|---|----------------------------------|
| BUSINESS NAME | <b>SCIGON Solutions, Inc.</b>   |                                  |
| OWNER         | Mr John Scifers   |                                  |
| ADDRESS       | 420 Lake Cook Rd. Suite 104<br>Deerfield, IL 60015                          | <a href="#">Map This Address</a> |
| PHONE         | 847-453-8890  |                                  |
| FAX           | 847-739-3139  |                                  |
| EMAIL         | <a href="mailto:jscifers@scigon.com">jscifers@scigon.com</a>                |                                  |
| WEBSITE       | <a href="http://www.scigonsolutions.com">http://www.scigonsolutions.com</a> |                                  |
| ETHNICITY     | Caucasian   |                                  |
| GENDER        | Male  |                                  |
| COUNTY        | Lake (IL)   |                                  |

**Certification Information**

|                                |   |
|--------------------------------|---|
| CERTIFYING AGENCY              | State of Illinois Central Management Services   |
| CERTIFICATION TYPE             | SDVOSB - Service Disabled Veteran Owned Small Business  |
| RENEWAL DATE                   | 3/5/2020  |
| EXPIRATION DATE                | 3/5/2020  |
| CERTIFIED BUSINESS DESCRIPTION | <p><b>Integrated Hardware-Software I,T, Solution (Microcomputer)</b><br/> <b>COMPUTER SOFTWARE FOR MICROCOMPUTERS</b><br/> <b>Biometric Authentication System Software, Microcomputer</b><br/> <b>CONSULTING SERVICES</b><br/> <b>DATA PROCESSING, COMPUTER, PROGRAMMING</b><br/> <b>Programming Services, Computer (Including Mobile Device Applications)</b><br/> <b>Computer Programming Personnel</b></p> <p><b>NIGP 20429: Data/File Security Hardware/Software, to Include Encryption</b><br/> <b>NIGP 20447: Integrated Hardware-Software I.T. Solution, Microcomputer</b><br/> <b>NIGP 20800: COMPUTER SOFTWARE FOR MICROCOMPUTERS, SYSTEMS,</b><br/> <b>INCLUDING CLOUD-BASED</b><br/> <b>(PREPROGRAMMED)</b><br/> <b>NIGP 20841: Engineering Software, Microcomputer</b><br/> <b>NIGP 20900: COMPUTER SOFTWARE FOR MAINFRAMES AND SERVERS,</b><br/> <b>PREPROGRAMMED</b><br/> <b>NIGP 25778: Security Enhancement Equipment, Cyber</b><br/> <b>NIGP 90740: Engineering Services, Non-Licensed (Not Otherwise Classified),</b><br/> <b>Including Consulting</b><br/> <b>NIGP 91526: EDI, Electronic Data Interchange, VAN, Value Added Network</b></p> |

**Services**

**NIGP 91551: Information Highway Electronic Services: Internet, Ethernet, World Wide Web, Virtual Tours, Including Construction**

**Renderings, etc.**

**NIGP 91800: CONSULTING SERVICES**

**NIGP 91829: Computer Software Consulting**

**NIGP 91836: E-Commerce Consulting**

**NIGP 91865: Human Resources, Relations Consulting**

**NIGP 91871: IT Consulting, (Not Otherwise Classified)**

**NIGP 91882: Scientific and Technical Consulting**

**NIGP 91893: Security and Safety Consulting**

**NIGP 92000: DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES**

**NIGP 92040: Programming Services, Computer, Including Mobile Device Applications**

**NIGP 92065: System Requirements Quality Assurance Review**

**NIGP 92078: Web Site Development**

**NIGP 95239: Employment Generating Activities**

**NIGP 95877: Project Management Services**

**NIGP 96130: Employment Agency and Search Firm Service, Including Background Investigations and Drug Testing for**

**Employment**

**NIGP 96426: Computer Programming Personnel**

**Commodity Codes**

| Code       | Description  |
|------------|--|
| NIGP 20429 | Data/File Security Hardware/Software, to Include Encryption                          |
| NIGP 20447 | Integrated Hardware-Software I.T. Solution, Microcomputer                            |
| NIGP 20800 | COMPUTER SOFTWARE FOR MICROCOMPUTERS, SYSTEMS, INCLUDING CLOUD-BASED (PREPROGRAMMED) |
| NIGP 20819 | Biometric Authentication System Software, Microcomputer                              |
| NIGP 20841 | Engineering Software, Microcomputer  |
| NIGP 20900 | COMPUTER SOFTWARE FOR MAINFRAMES AND SERVERS, PREPROGRAMMED                          |
| NIGP 25778 | Security Enhancement Equipment, Cyber  |
| NIGP 90740 | Engineering Services, Non-Licensed (Not Otherwise Classified), Including Consulting  |
| NIGP 91526 | EDI, Electronic Data Interchange, VAN, Value Added Network Services                  |
| NIGP 91800 | CONSULTING SERVICES  |
| NIGP 91829 | Computer Software Consulting   |
| NIGP 91836 | E-Commerce Consulting  |
| NIGP 91865 | Human Resources, Relations Consulting  |
| NIGP 91871 | IT Consulting, (Not Otherwise Classified)  |
| NIGP 91882 | Scientific and Technical Consulting  |
| NIGP 91893 | Security and Safety Consulting   |

|            |  |
|------------|--|
| NIGP 92000 | DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES  |
| NIGP 92040 | Programming Services, Computer, Including Mobile Device Applications   |
| NIGP 92065 | System Requirements Quality Assurance Review   |
| NIGP 92078 | Web Site Development   |
| NIGP 95239 | Employment Generating Activities   |
| NIGP 95877 | Project Management Services  |
| NIGP 96130 | Employment Agency and Search Firm Service, Including Background Investigations and Drug Testing for Employment |
| NIGP 96426 | Computer Programming Personnel   |

### Additional Information

|                                    |                      |
|------------------------------------|----------------------|
| REGION                             | <b>Metro Chicago</b> |
| RECIPROCAL CERTIFICATION<br>AGENCY | <b>CVE</b>           |

# Unified Certification Program - Search

Contractor Details

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

Print

**2IM Group, LLC**

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

**Email:** [luis.m@2imgroup.com](mailto:luis.m@2imgroup.com)

**Phone:** (312) 441-9554

**Fax:** (312) 441-9558

**County:** Cook

**Categories:** Architecture\Engineering

**NAICS**

541330-Engineering  
Services

**Speciality**

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

# Unified Certification Program - Search

**Contractor Details**

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

Print

**Cheri K. Lewis**      **Email:** [mwhiteside@ckleng.com](mailto:mwhiteside@ckleng.com)

**Engineers, LLC dba**      **Phone:** (312) 763-2989

**CKL Engineers, LLC**      **Fax:** (312) 277-3867

Mae C. Whiteside  
700 N. Green St., Ste.  
204  
Chicago, IL 60642

**County:** Cook

**Categories:** Architecture\Engineering, Professional

**NAICS**

541330-Engineering Services  
541715-Research and  
Development in the Physical,  
Engineering, and Life Sciences  
(except Nanotechnology and  
Biotechnology)

**Speciality**

541330-  
ENGINEERING  
SERVICES  
541715- RESEARCH

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

|               |  |                                  |
|---------------|--|----------------------------------|
| BUSINESS NAME | <b>Cotter Consulting, Inc.</b>   |                                  |
| OWNER         | Anne Edwards-Cotter  |                                  |
| ADDRESS       | <b>100 S WACKER Drive<br/>Suite 920<br/>CHICAGO, IL 60606</b>                    | <a href="#">Map This Address</a> |
| PHONE         | 312-696-1200   |                                  |
| FAX           | 312-696-1222   |                                  |
| EMAIL         | <a href="mailto:w.cotter@cotterconsulting.com">w.cotter@cotterconsulting.com</a> |                                  |

**Certification Information**

|                                |   |
|--------------------------------|---|
| CERTIFYING AGENCY              | City of Chicago   |
| CERTIFICATION TYPE             | WBE - Women Business Enterprise   |
| CERTIFICATION DATE             | 5/15/2018   |
| RENEWAL DATE                   | 7/15/2019   |
| EXPIRATION DATE                | 7/15/2022   |
| CERTIFIED BUSINESS DESCRIPTION | <p>NAICS 236116 Construction management, multifamily building</p> <p>NAICS 236210 Construction management, industrial building (except warehouses)</p> <p>NAICS 236220 Construction management, commercial and institutional building</p> <p>NAICS 236220 Project Management</p> <p>NAICS 237310 Construction management, highway, road, street and bridge</p> <p>NAICS 237990 Construction management, mass transit</p> <p>NAICS 541330 Engineering services</p> |

**Commodity Codes**

| Code         | Description  |
|--------------|--|
| NAICS 236116 | Construction management, multifamily building                    |
| NAICS 236210 | Construction management, industrial building (except warehouses) |

|              |  |
|--------------|--|
| NAICS 236220 | Construction management, commercial and institutional building |
| NAICS 236220 | Project Management   |
| NAICS 237310 | Construction management, highway, road, street and bridge      |
| NAICS 237990 | Construction management, mass transit                          |
| NAICS 541330 | Engineering services   |

### **Additional Information**

|                |                |
|----------------|----------------|
| WARD           | <b>42</b>      |
| COMMUNITY AREA | <b>32 Loop</b> |

# Unified Certification Program - Search

**Contractor Details**

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**D B Sterlin**

**Email:** rjeune@dbsterlin.com

**Consultants, Inc.**

**Phone:** (312)-857-1006

Regine Jeune

**Fax:** (312)-857-1056

123 N. Wacker Dr., Ste.

2000

Chicago, IL 60606

**County:** Cook

**Categories:** Architecture\Engineering

**NAICS**

541330-Engineering

Services

541370-Surveying &

Mapping (except

Geophysical) Serv.

**Speciality**

541330- STUDIES:

TRAFFIC

REHABILITATION

FREEWAYS

ROADS AND STREETS

HIGHWAY STRUCTURE:

TYPICAL

HIGHWAY STRUCTURE:

SIMPLE

SUBSURFACE UTILITY

ENGINEERING

TRAFFIC SIGNALS

CONSTRUCTION

INSPECTION

541370- SURVEYING

# Unified Certification Program - Search

**Contractor Details**

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

[Print](#)

**Images, Inc.**

Tracy Morse  
1250 E. Diehl Rd., Ste.  
401, N  
Naperville, IL 60563

**County:** DuPage

**Email:** [tracy.morse@imagesinc.net](mailto:tracy.morse@imagesinc.net)

**Phone:** (630) 449-7876

**Fax:** (630) 449-7876

**Categories:** Miscellaneous, Professional

**NAICS**

541613-Marketing  
Consulting Services  
541820-Public Relations  
Agencies

**Speciality**

541613- MARKETING  
CONSULTING SERVICES  
541820- MISC: PUBLIC  
RELATIONS  
MISC: PUBLIC  
INVOLVEMENT

# Unified Certification Program - Search

**Contractor Details**

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

Print

## **J.A. Watts Inc.**

Julie Watts  
940 W ADAMS ST STE  
400  
CHICAGO, IL 60607-  
3753

**County:** Cook

**Email:** [ccarter@jwincorporated.com](mailto:ccarter@jwincorporated.com)

**Phone:** 773-844-3537

**Fax:** 773-844-3537

**Categories:** Construction, Professional

**NAICS**

236210 - Construction management, industrial building (except warehouses)  
 236220 - Construction management, commercial and institutional building  
 237310 - Construction management, highway, road, street and bridge  
 237990 - Construction management, mass transit  
 237990 - Other Heavy and Civil Engineering Construction  
 541330 - Engineering services  
 541611 - Administrative Management and General Management Consulting Services  
 541990 - All Other Professional, Scientific, and Technical Services  
 561720 - Janitorial services

**Speciality**

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

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

BUSINESS NAME **Material Service Testing, Inc.**

OWNER **Mr. Clayton Hamano**

ADDRESS **1327 West Washington Blvd., Ste 105** [Map This Address](#)  
**Chicago, IL 60607-3571**

PHONE **312-846-6246**

FAX **847-787-0321**

EMAIL **[chamano@mstli.com](mailto:chamano@mstli.com)**

**Certification Information**

CERTIFYING AGENCY **City of Chicago**

CERTIFICATION TYPE **MBE - Minority Business Enterprise**

CERTIFICATION DATE **11/16/2018**

RENEWAL DATE **11/1/2019**

EXPIRATION DATE **11/1/2022**

CERTIFIED BUSINESS DESCRIPTION **NAICS 541330 Engineering services  
NAICS 541380 Laboratory testing**

**Commodity Codes**

| Code         | Description  |
|--------------|--|
| NAICS 541330 | Engineering services                                     |
| NAICS 541380 | Laboratory testing (except medical, veterinary) services |

**Additional Information**

WARD **27**

COMMUNITY AREA **28 Near West Side**

CLOSE WINDOW

[Print](#)

### Business & Contact Information

BUSINESS NAME **O'Brien & Associates, Inc.**

OWNER **Ms. Josephine O'Brien**

ADDRESS **766 W Algonquin Road** [Map This Address](#)  
**Arlington Heights, IL 60005-2192**

PHONE **847-398-1441**

FAX **847-398-2376**

EMAIL **[josephineobrien@obainc.net](mailto:josephineobrien@obainc.net)**

### Certification Information

CERTIFYING AGENCY **City of Chicago**

CERTIFICATION TYPE **WBE - Women Business Enterprise**

CERTIFICATION DATE **7/19/2018**

RENEWAL DATE **7/15/2019**

EXPIRATION DATE **7/15/2023**

CERTIFIED BUSINESS DESCRIPTION **NAICS 541330 Environmental engineering services  
NAICS 541330 Geological engineering services  
NAICS 541380 Geotechnical testing laboratories or services  
NAICS 541380 Soil testing laboratories or services**

### Commodity Codes

| Code         | Description                                   |
|--------------|---|
| NAICS 541330 | Environmental engineering services            |
| NAICS 541330 | Geological engineering services               |
| NAICS 541380 | Geotechnical testing laboratories or services |
| NAICS 541380 | Soil testing laboratories or services         |

**Additional Information**

# Unified Certification Program - Search

Contractor Details

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

Print

**Program  
Management &  
Control Services,  
LLC**

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

**County:** Cook

**Email:** [kerry@pmcsconsulting.com](mailto:kerry@pmcsconsulting.com)

**Phone:** 773-495-8262

**Fax:** 708-482-9702

**Categories:** Professional

**NAICS**

541690 - Economic  
consulting services

**Speciality**

541690-PROJECT  
MANAGEMENT  
CONSULTING

# Unified Certification Program - Search

Contractor Details

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

Print

**R.M. Chin &**

**Email:** EileenC@rmchin.com

**Associates Inc.**

**Phone:** 312-595-2000

Eileen Chin

**Fax:** 312-644-0999

500 W 18TH ST STE 200

CHICAGO, IL 60616-

0000

**County:** Cook

**Categories:** Airport Concessionaire, Construction,  
Professional

**NAICS**

237110 - Construction management, water and sewage treatment plant

237110 - Construction management, water and sewer line

237130 - Construction management, power and communication transmission line

237310 - Construction management, highway, road, street and bridge

237990 - Construction management, dam

237990 - Construction management, marine structure

237990 - Construction management, mass transit

**Speciality**

237110- Water and Sewer Line and Related Structures Construction 237130-

Construction Management, Power and Communication Transmission Line 237310-

Construction Management, Highway, Road, Street and Bridge 237990- Other Heavy and Civil Engineering

Construction 541330- Engineering Services

541511- Computer Software Analysis and Design Services, Custom 541512-

Computer Hardware and Software Consulting Services or Consultants

541519- Software

Installation Services, Computer 541611- General

237990 - Construction management, outdoor recreation facility

237990 - Construction management, tunnel

541330 - Civil engineering services

541330 - Construction engineering services

541330 - Engineering consulting services

541511 - Computer software analysis and design services, custom

541512 - Computer hardware consulting services or consultants

541512 - Computer software consulting services or consultants

541519 - Software installation services, computer

541611 - General management consulting services

541611 - Strategic planning consulting services

541620 - Environmental consulting services

541820 - Public relations consulting services

# Unified Certification Program - Search

Contractor Details

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

Print

## Scale Construction, Inc.

Carole Zordani  
2101 S. Carpenter - 2nd  
Floor  
Chicago, IL 60608-4502

**County:** Cook

**Email:** [info@scaleconstruction.com](mailto:info@scaleconstruction.com)

**Phone:** 312-491-9500

**Fax:** 312-491-9555

**Categories:** Construction

### NAICS

236220 - Commercial and  
Institutional Building  
Construction  
238110 - Poured Concrete  
Foundation and Structure  
Contractors  
238130 - Framing  
contractors  
238140 - Masonry  
Contractors  
238350 - Finish Carpentry  
Contractors  
541330 - Engineering  
services

### Speciality

236220 - General  
Contractor, Railway, Station  
Construction, Construction  
Management  
238110 - Concrete  
238130 - Rough Carpentry  
238140 - Masonry  
238350 - Finished Carpentry  
541330 - Civil Engineering

# Unified Certification Program - Search

**Contractor Details**

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

Print

**Synnov Group, Inc.**

Asha Singh  
8604 W. Catalpa, Suite  
901  
Chicago, IL 60656

**County:** Cook

**Email:** [asha.singh@synnovgroup.com](mailto:asha.singh@synnovgroup.com)

**Phone:** 312-929-2217

**Fax:**

**Categories:** Professional

**NAICS**

NAICS Code: 236220  
Commercial and Institutional  
Building Construction  
NAICS Code: 237990 Other  
Heavy and Civil Engineering  
Construction.

**Speciality**

NAICS Code: 236220  
Construction management,  
commercial and institutional  
building, Specialty: project  
controls, cost estimating,  
scheduling, project and  
program management  
NAICS Code: 237990  
Construction management,  
mass transit, Specialty:  
project controls, cost  
estimating, scheduling,  
project and program  
management.

## Partnering for Growth (P4G)

EXHIBIT E - DBE

PARTNERING FOR GROWTH PROGRAM  
FOR  
DISADVANTAGED BUSINESS ENTERPRISES (DBEs)

PSB: 18-4 ITEM: 2

MEMORANDUM OF UNDERSTANDING  
BETWEEN:

|                  |   |             |                         |   |
|------------------|---|-------------|-------------------------|---|
| THE MENTOR:      | FIRM NAME<br>ADDRESS                        | A<br>N<br>D | THE PROTÉGÉ:            | FIRM NAME<br>ADDRESS                        |
| Knight E/A, Inc. | 221 N. LaSalle Street, Chicago,<br>IL 60601 |             | Scale Construction Inc. | 2101 S. Carpenter St., Chicago,<br>IL 60608 |

**Note: The Partnering for Growth Program was formerly known as the Partnership-Mentor/Protégé Program.**

**Note: The DBE goal is separate and distinct from the VOSB goal. A single firm may not be utilized to achieve credit toward both DBE and VOSB goals on a single project. Therefore, the protégé participation must match the goal for which the protégé is being utilized.**

**I. PROGRAM PURPOSE**

The Mentor and the Protégé commit to entering into a Partnering for Growth Agreement in accordance with the current guidelines of the Tollway's Partnering for Growth (formerly known as Partnership Mentor/Protégé) Program for DBEs. The purpose of the Program is to facilitate the Tollway's professional services consultants with:

- A. Meeting Disadvantaged Business Enterprise/Minority Business Enterprise/Women Business Enterprise (DBE) participation goals,
- B. Establishing new partnerships with DBE firms that have no prior experience providing professional services to the Tollway,
- C. Continuing technical and nontechnical support for DBE firms that have limited experience providing professional services to the Tollway, and
- D. Assisting DBE firms with building their capacity and becoming and/or remaining self-sufficient, competitive, and profitable business enterprises.

A **DBE** means a business certified by the Illinois Unified Certification Program as a DBE, or certified by the City of Chicago or Cook County as an M/WBE, or certified by the U.S. Small Business Administration (SBA) as an 8(a) business.

Professional Services shall be defined as Architecture, Landscape Architecture, Professional Engineering and Professional Land Surveying.

**II. CONFORMANCE TO PROGRAM GOALS**

A. Participation in this project by the Protégé.

1. In area(s) being mentored:

- Technical work covered by Mentor's prequalification category(ies) 2.0%

Scope:

**Construction Inspection**

- Work not applicable to prequalification category(ies)     %

Scope:

*Note: Protégé must participate in either one or both of these areas*

2. In area(s) not being mentored:

- Work the Protégé will self-perform

\_\_\_\_%

*Note: Protégé participation in this area is optional*

**3. Total participation by the Protégé (Sum of 1. and 2.)**

2.00 %

B. Briefly describe an assessment of the Protégé's needs (*one-half page maximum*).

Scale Construction Inc wishes to obtain IDOT pre-qualification in Special Services (Construction Services) and gain experience in Illinois Tollway Inspection Services.

---

C. Briefly describe specific assistance the Mentor will provide to support the Protégé's needs (*one-half page maximum*).

Knight staff will provide mentoring in construction inspection and Tollway construction phase policies and procedures.

**III. MENTOR EXPERIENCE WITH THE PROGRAM**

A. Has the Prime consultant served as a Mentor on a Tollway project completed within the last five years? If yes, list Contract #(s):

YES  NO

I-13-4098, with GSG Consultants/I-14-4191, with Comprehensive Construction Consultants

Indicate Phase(s) of Work: MP DSE CM Other

Areas of Assistance:

Enhanced experience in major highway construction/Support for IDOT prequalification in Construction Inspection

B. Is the Prime consultant currently serving as a Mentor on a Tollway project? If yes, list Contract #(s):

YES  NO

Indicate Phase(s) of Work: MP DSE CM Other

Areas of Assistance:

C. Has the Prime consultant mentored the Protégé on another Tollway project within the last five years? If yes, list Contract #(s):

YES  NO

Indicate Phase(s) of Work: MP DSE CM Other

Areas of Assistance:

**IV. PROTÉGÉ EXPERIENCE WITH THE PROGRAM**

A. Has the DBE firm ever been contracted by the Tollway as a Prime consultant? If yes, list date, Contract #, and description of scope for each project(s):

YES  NO

| <u>Date</u> | <u>Contract #</u> | <u>Description of Scope</u> |
|-------------|-------------------|-----------------------------|
|-------------|-------------------|-----------------------------|

|  |  |  |
|--|--|--|
|  |  |  |
|  |  |  |
|  |  |  |

B. Has the DBE firm participated in a Mentor/Protégé relationship on a Tollway project completed within the last five years? If yes, list the following for each project(s).

YES  NO

| <u>Contract #</u> | <u>Protégé Award \$</u> | <u>Mentored by</u> | <u>Area of Assistance</u> |
|-------------------|-------------------------|--------------------|---------------------------|
| _____             | _____                   | _____              | _____                     |
| _____             | _____                   | _____              | _____                     |
| _____             | _____                   | _____              | _____                     |

C. Is the DBE firm currently participating in a Mentor/Protégé relationship on a Tollway project? If yes, list the following for each project(s).

YES  NO

| <u>Contract #</u> | <u>Protégé Award \$</u> | <u>Mentored by</u> | <u>Area of Assistance</u> |
|-------------------|-------------------------|--------------------|---------------------------|
| _____             | _____                   | _____              | _____                     |
| _____             | _____                   | _____              | _____                     |
| _____             | _____                   | _____              | _____                     |

D. Has the DBE firm participated in a Mentor/Protégé relationship on an Illinois Department of Transportation project completed within the last five years? If yes, list the following for each project(s).

YES  NO

| <u>PTB No/Item</u> | <u>Protégé Award \$</u> | <u>Mentored by</u> | <u>Area of Assistance</u> |
|--------------------|-------------------------|--------------------|---------------------------|
| _____              | _____                   | _____              | _____                     |
| _____              | _____                   | _____              | _____                     |
| _____              | _____                   | _____              | _____                     |

- E. If the Protégé has been mentored in the same Area of Assistance proposed on this project for a Tollway and/or IDOT project a combined total of more than three times, provide explanation supporting need for additional mentoring.

---

**V. STATEMENT OF COMMITMENT**

**The purpose of this statement is to confirm a commitment between the Mentor and Protégé, that upon notice of selection from the Illinois Tollway for this PSB Item, a formal Partnering for Growth Agreement for DBEs will be prepared in accordance with the current guidelines of the Tollway's Partnering for Growth Program.**

Should the proposer, after contract negotiation, wish to modify the 'Plan to Achieve Diversity Goal', the awarded consultant is requested to submit to the General Manager of Diversity a detailed explanation of the work category changes that were not known at the time of the SOI submittal.

  
SIGNATURE (Mentor Representative)

10/29/2018

\_\_\_\_\_  
(Date)

  
SIGNATURE (Protégé Representative)

10/25/18

\_\_\_\_\_  
(Date)

## OFFICE OF THE ILLINOIS SECRETARY OF STATE

**JESSE WHITE**  
SECRETARY OF STATE



## CORPORATION FILE DETAIL REPORT

|                               |  |                          |   |
|-------------------------------|--|--------------------------|---|
| File Number                   | 60279969                                 |                          |   |
| Entity Name                   | KNIGHT E/A, INC.                         |                          |   |
| Status                        | ACTIVE                                   |                          |   |
| Entity Type                   | CORPORATION                              | Type of Corp             | DOMESTIC BCA  |
| Incorporation Date (Domestic) | 12/30/1998                               | State                    | ILLINOIS  |
| Agent Name                    | MELISSA M MULHERN                        | Agent Change Date        | 12/10/2003  |
| Agent Street Address          | 221 N LASALLE ST STE 300                 | President Name & Address | KEVIN E LENTZ 3919 NORTH RIDGE ARLINGTON HEIGHTS 6000 |
| Agent City                    | CHICAGO                                  | Secretary Name & Address | MELISSA M MULHERN 3742 N LEAVITT CHICAGO IL 60618     |
| Agent Zip                     | 60601                                    | Duration Date            | PERPETUAL   |
| Annual Report Filing Date     | 11/09/2018                               | For Year                 | 2018  |
| Old Corp Name                 | 11/26/2003 - KNIGHT INFRASTRUCTURE, INC. |                          |   |

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## OTHER SERVICES

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[Change of Registered Agent and/or Registered Office Address](#)
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## OFFICE OF THE ILLINOIS SECRETARY OF STATE

**JESSE WHITE**  
SECRETARY OF STATE



## CORPORATION FILE DETAIL REPORT

|                               |   |                          |   |
|-------------------------------|---|--------------------------|---|
| File Number                   | 53203787  |                          |   |
| Entity Name                   | V3 COMPANIES, LTD.  |                          |   |
| Status                        | ACTIVE  |                          |   |
| Entity Type                   | CORPORATION   | Type of Corp             | DOMESTIC BCA  |
| Incorporation Date (Domestic) | 09/13/1983  | State                    | ILLINOIS  |
| Agent Name                    | AMY K. HOLMES   | Agent Change Date        | 11/01/2018  |
| Agent Street Address          | 7325 JANES AVE  | President Name & Address | ROBIN L PETROELJE 220<br>WEST JACKSON VILLA PARK<br>60181 |
| Agent City                    | WOODRIDGE   | Secretary Name & Address | LOUIS J GALLUCCI 1572<br>KIRKWOOD DR GENEVA 60134         |
| Agent Zip                     | 60517   | Duration Date            | PERPETUAL   |
| Annual Report Filing Date     | 09/06/2018  | For Year                 | 2018  |
| Assumed Name                  | ACTIVE - V3 CONSULTANTS<br>INACTIVE - V3 INFRASTRUCTURE SERVICES, LTD.<br>ACTIVE - V3 COMPANIES OF ILLINOIS   |                          |   |
| Old Corp Name                 | 09/16/1998 - SDI CONSULTANTS, LTD.<br>12/18/2000 - SDI CONSULTANTS, LTD. OF ILLINOIS<br>02/17/2005 - V3 CONSULTANTS, LTD. OF ILLINOIS<br>12/31/2017 - V3 COMPANIES OF ILLINOIS LTD. |                          |   |

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**Saintil, Keisha**

---

**From:** Saintil, Keisha  
**Sent:** Thursday, June 13, 2019 1:32 PM  
**To:** Saintil, Keisha  
**Subject:** I-18-4701, 2IM Group LLC, DD [REDACTED]

OCIS CICIOCP1                      OFFSET CONTRACT INQUIRY                      13:31 06/13/19

ACTION: S

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

DISCLAIMER:  
AS OF 06/13/19 AT 13:31 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*\* [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

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**Saintil, Keisha**

---

**From:** Saintil, Keisha  
**Sent:** Thursday, June 06, 2019 2:01 PM  
**To:** Saintil, Keisha  
**Subject:** I-18-4701/DD/Knight E/A-[REDACTED]

OCIS CICIOCP1                      OFFSET CONTRACT INQUIRY                      13:57 06/06/19

ACTION: S

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

DISCLAIMER:  
AS OF 06/06/19 AT 14:00 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*\*[REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS,   PF3=IOCM,   PF12=REFRESH

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**Saintil, Keisha**

---

**From:** Saintil, Keisha  
**Sent:** Thursday, June 06, 2019 2:02 PM  
**To:** Saintil, Keisha  
**Subject:** I-18-4701/DD/V3 Companies, LTD- [REDACTED]

OCIS CICIOCP1                              OFFSET CONTRACT INQUIRY                              14:01 06/06/19

ACTION: S

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

DISCLAIMER:  
AS OF 06/06/19 AT 14:01 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*\* [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

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Saintil, Keisha

---

**From:** Saintil, Keisha  
**Sent:** Thursday, June 06, 2019 2:04 PM  
**To:** Saintil, Keisha  
**Subject:** I-18-4701/DD/CKL Engineers, LLC [REDACTED]

OCIS CICIOCP1    OFFSET CONTRACT INQUIRY    14:03 06/06/19

ACTION: S

VENDOR NUMBER= \*\*\*\* [REDACTED]    OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 06/06/19 AT 14:03 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\* [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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# Saintil, Keisha

---

**From:** Saintil, Keisha  
**Sent:** Thursday, June 06, 2019 2:05 PM  
**To:** Saintil, Keisha  
**Subject:** I-18-4701/DD/Collins Engineers, Inc. [REDACTED]

OCIS CICIOCP1                              OFFSET CONTRACT INQUIRY                              14:03 06/06/19

ACTION: S

VENDOR NUMBER= \*\*\*\* [REDACTED]    OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

**DISCLAIMER:**

AS OF 06/06/19 AT 14:04 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\* [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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**Saintil, Keisha**

---

**From:** Saintil, Keisha  
**Sent:** Thursday, June 06, 2019 2:05 PM  
**To:** Saintil, Keisha  
**Subject:** I-18-4701/DD/Cotter Consulting, Inc [REDACTED]

OCIS CICIOCP1                      OFFSET CONTRACT INQUIRY                      14:04 06/06/19

ACTION: S

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

DISCLAIMER:  
AS OF 06/06/19 AT 14:04 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*\*[REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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**Saintil, Keisha**

---

**From:** Saintil, Keisha  
**Sent:** Thursday, June 06, 2019 2:06 PM  
**To:** Saintil, Keisha  
**Subject:** I-18-4701/DD/DB Sterlin Consultants, Inc. [REDACTED]

OCIS CICIOCP1                      OFFSET CONTRACT INQUIRY                      14:05 06/06/19

ACTION: S

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

DISCLAIMER:  
AS OF 06/06/19 AT 14:05 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/  
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**Saintil, Keisha**

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**From:** Saintil, Keisha  
**Sent:** Thursday, June 06, 2019 2:07 PM  
**To:** Saintil, Keisha  
**Subject:** I-18-4701/DD/Images, Inc.-[REDACTED]

OCIS CICIOCP1                      OFFSET CONTRACT INQUIRY                      14:06 06/06/19

ACTION: S

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

DISCLAIMER:  
AS OF 06/06/19 AT 14:06 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN  
ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*\*[REDACTED] PLEASE BE ADVISED THAT OUR  
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10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE  
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**Saintil, Keisha**

---

**From:** Saintil, Keisha  
**Sent:** Thursday, June 06, 2019 2:08 PM  
**To:** Saintil, Keisha  
**Subject:** I-18-4701/DD/J.A. Watts, Inc. [REDACTED]

OCIS CICIOCP1                      OFFSET CONTRACT INQUIRY                      14:07 06/06/19

ACTION: S

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

DISCLAIMER:  
AS OF 06/06/19 AT 14:07 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\* [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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**Saintil, Keisha**

---

**From:** Saintil, Keisha  
**Sent:** Thursday, June 06, 2019 2:09 PM  
**To:** Saintil, Keisha  
**Subject:** I-18-4701/DD/Material Service Testing, Inc. [REDACTED]

OCIS CICIOCP1                      OFFSET CONTRACT INQUIRY                      14:07 06/06/19

ACTION: S

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

DISCLAIMER:  
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Saintil, Keisha

---

**From:** Saintil, Keisha  
**Sent:** Thursday, June 06, 2019 2:10 PM  
**To:** Saintil, Keisha  
**Subject:** I-18-4701/DD/O'Brien & Associates, Inc. [REDACTED]

OCIS CICIOCP1                                  OFFSET CONTRACT INQUIRY                                  14:08 06/06/19

ACTION: S

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

DISCLAIMER:

AS OF 06/06/19 AT 14:09 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\* [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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**Saintil, Keisha**

---

**From:** Saintil, Keisha  
**Sent:** Thursday, June 06, 2019 2:10 PM  
**To:** Saintil, Keisha [REDACTED]  
**Subject:** I-18-4701/DD/Program Management & Control Service [REDACTED]

OCIS CICIOCP1                              OFFSET CONTRACT INQUIRY                              14:09 06/06/19

ACTION: S

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

DISCLAIMER:  
AS OF 06/06/19 AT 14:09 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*\* [REDACTED] . PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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**Saintil, Keisha**

---

**From:** Saintil, Keisha  
**Sent:** Thursday, June 06, 2019 2:11 PM  
**To:** Saintil, Keisha  
**Subject:** I-18-4701/DD/R.M. Chin & Associates, Inc. [REDACTED]

OCIS CICIOCP1                      OFFSET CONTRACT INQUIRY                      14:10 06/06/19

ACTION: S

VENDOR NUMBER= \*\*\*\* \* [REDACTED]                      OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 06/06/19 AT 14:10 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\* \* [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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**Saintil, Keisha**

---

**From:** Saintil, Keisha  
**Sent:** Thursday, June 06, 2019 2:12 PM  
**To:** Saintil, Keisha  
**Subject:** I-18-4701/DD/Scale Construction, Inc.- [REDACTED]

OCIS CICIOCP1                      OFFSET CONTRACT INQUIRY                      14:10 06/06/19

ACTION: S

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

DISCLAIMER:  
AS OF 06/06/19 AT 14:11 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*\* [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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**Saintil, Keisha**

---

**From:** Saintil, Keisha  
**Sent:** Thursday, June 06, 2019 2:12 PM  
**To:** Saintil, Keisha  
**Subject:** I-18-4701/DD/SCIGON Solutions, Inc. - [REDACTED]

OCIS CICIOCP1                      OFFSET CONTRACT INQUIRY                      14:11 06/06/19

ACTION: S

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

DISCLAIMER:  
AS OF 06/06/19 AT 14:11 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*\* [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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**Saintil, Keisha**

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**From:** Saintil, Keisha  
**Sent:** Thursday, June 06, 2019 2:13 PM  
**To:** Saintil, Keisha  
**Subject:** I-18-4701/DD/Synnov Group, Inc. [REDACTED]

OCIS CICIOCP1                      OFFSET CONTRACT INQUIRY                      14:12 06/06/19

ACTION: S

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

DISCLAIMER:  
AS OF 06/06/19 AT 14:12 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*\* [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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# Teaming Agreement

**Memorandum of Understanding  
Teaming Principles for  
Illinois Tollway Construction Corridor Manager and  
Owner's Representative Services (CCM/OR) – Western Access Tollway**

This Memorandum of Understanding ("MOU") is entered into this 14<sup>th</sup>, day of June, 2018, by and between V3 Companies, Ltd. ("V3") and Knight E/A, Inc. ("Knight") individually called the "Party" and collectively called the "Parties".

A. Whereas, the Parties hereto desire to associate for purposes of preparing a Statement of Interest (SOI) and/or preparing and delivering an interview presentation ("Procurement") to the Illinois State Toll Highway Authority ("Tollway" or "Client") for the Construction Corridor Manager and Owner's Representative Services (CCM/OR) – Western Access Tollway ("Project"); and if selected by the Client to enter into a professional services agreement (Contract) with the Client; and;

B. Whereas, the Parties desire to define generally their respective understanding in conjunction with such Procurement, together with their rights and obligation to each other.

C. Now, therefore, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the Parties agree as follows:

1. The Parties hereby agree to combine on an exclusive basis for the Procurement. Each Party agrees not to offer its services or to participate in the Project Procurement with any other entity, unless this MOU is otherwise terminated as provided for below. Nothing herein is intended to create any business relationship between the Parties except for the sole and specific purpose of preparing the Project Procurement.
2. The Parties hereby agree it is advantageous and beneficial to their Project selection to combine in a Client-defined Teaming arrangement. Such Teaming arrangement, under the Client's anticipated form of Contract, requires the Parties to execute a Teaming Agreement prior to Client Board approval of the Contract. The Client's form of contract requires "The Firms...identified in the Teaming Agreement shall be jointly and severally liable to the Tollway..." The joint and several liability provision necessitates the Parties execute a Teaming Agreement to define the roles and responsibilities of the Parties during Project delivery. The Client's form of Contract requires the Parties to provide the fully executed Teaming Agreement ten days after completion of Contract negotiations and prior to the Client Board meeting to approve the Contract. The Parties hereby agree to conduct legal, financial, and safety related due diligence and begin Teaming Agreement negotiations based on the posting date of the Client's Professional Services Bulletin (PSB), with the intent of executing the Teaming Agreement to meet the Client's schedule and Contract requirements.
3. The Parties agree to prepare a SOI only for the Project. The Parties will not submit or participate in any other submittals on the PSB that contains the Project.
4. If the parties are successful in obtaining a Contract for the Project, the Parties will negotiate in good faith and enter into a subsequent agreement between themselves, further defining and detailing their respective rights and obligations as to the Project and as to each other and incorporate the provisions and requirements of the Teaming Agreement by reference, which agreement shall be contingent upon reaching mutual agreement with respect to price, scope, and terms and conditions, and which agreement will be generally consistent with the terms of this MOU.
5. The Parties will each bear their own usual and customary costs incurred in conjunction with the preparation of the Procurement.

6. This MOU shall be deemed terminated upon:

- a. The mutual agreement of the Parties.
- b. The entering into the subsequent Teaming Agreement and Client Contract embodying the terms of the MOU.
- c. The notification from the Client that the Project will not be awarded to any party, or is awarded to a party other than the Parties hereto
- d. The modification of the Procurement that significantly revised the Project
- e. A material breach of the provisions of this MOU
- f. The expiration of two years from the effective date of this MOU and the Procurement has not initiated
- g. The completion of the Project, if awarded to the Parties

7. Knight will be listed as the Lead Firm on the Teaming Agreement. Knight's portion of work will be targeted at fifty-one percent (51%) and V3's portion of the work will be targeted at forty-nine percent (49%) of the Contract amount remaining after the percentage amounts required for 25% D/M/WBE and VOSB/SDVOSB participation goal are deducted from the total Contract amount. If these sub-consultant participation amounts are revised based on Contract negotiations or any Client directives, the Knight:V3 51/49 work split after deducting all sub-consultant participation amounts shall be maintained.

8. In general, Project responsibilities for Knight will be as follows: Owner's Representative, Design Corridor Manager and Corridor Manager.

9. In general, Project responsibilities for V3 will be as follows: Construction Corridor Manager and Corridor Manager.

10. The Parties hereby agree to engage and actively participate in the sub-consultant management based on their Teaming Agreement equity percentage amounts.

12. This MOU may be extended to subsequent Project delivery phases by mutual agreement of the Parties.

13. Information related to the Project team, Procurement strategy, and Procurement documents shall not be disclosed to any other party.

14. Any news releases, public announcements, advertisements, or publicity to be released related to this Procurement shall be reviewed and approved by both the Parties.

15. Except as specifically stated in this MOU, either Party is free to submit SOLs or participate in presentations for and to sell its regular line of products and services to the Client and others and shall not restrict activities with respect thereto.

16. During the term of this MOU, it may be necessary for the Parties to exchange confidential or proprietary information as is required for each to perform its obligations hereunder. Each Party agrees to maintain in confidence any information designated in writing as "Confidential" by the other Party during the term of this MOU, and for a period of three years after termination of this MOU. The standard of care

for protecting such information, imposed on the Party receiving such information, will be that degree of care the receiving Party uses to prevent disclosure, publication, or dissemination of its own confidential or proprietary information. However, obligations of confidentiality shall not apply to any information to the extent it is (a) in the public domain, (b) learned from a third party not in breach of any confidentiality obligations, (c) already known without restriction by the Party receiving it at the time of disclosure, or (d) required by regulation, courts, or regulatory order to be disclosed.

17. This document contains the entire agreement between the Parties and supersedes all prior communication and agreements of the Parties relating to the subject matter hereof. It may be amended only by a written amendment duly executed by the Parties' authorized representatives.

Terms of this MOU agreed to effective the day and year first written above.

V3 Companies, Ltd.

By:

Louis

Executive Vice President

Knight E/A, Inc.

By:

Kevin E. Lentz, PE

President

CONSTRUCTION MANAGER  
AGREEMENT INCLUDING TEAMING

The Board of Directors, on the 20<sup>th</sup> day of **June, 2019**, authorized this 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 comprised of the Team of **KNIGHT E/A, INC. / V3 COMPANIES, LTD**, authorized and existing within the laws of the State of Illinois, hereinafter referred to as "CONSTRUCTION MANAGER".

W I T N E S S E T H:

WHEREAS, the CONSTRUCTION MANAGER has submitted a proposal dated **May 24, 2019**, to provide construction management services for Contract No. **I-18-4701** for **Construction Corridor Manager and Owner's Representative Services (CCM/OR) - EOWA Corridor (Illinois Route 390/I-490)**; and

WHEREAS, the CONSTRUCTION MANAGER represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from **PSB 18-4, Item 2**, staffed with professional licensed engineers, experienced and able to perform the construction section engineering services required for said contract, and it is in the best interest of the TOLLWAY to accept said proposal.

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

ARTICLE I

General Provisions

A. The CONSTRUCTION MANAGER shall perform all construction management services for Contract No. **I-18-4701** for **Construction Corridor Manager and Owner's Representative Services (CCM/OR) - EOWA Corridor (Illinois Route 390/I-490)** in accordance with the requirements and terms of this Agreement and the proposal from the CONSTRUCTION MANAGER of **May 24, 2019**, attached hereto and made a part hereof as Exhibit "1". With respect to any inconsistency or conflict between the terms of this Agreement and the proposal (Exhibit "1"), the term or terms of this Agreement shall govern and prevail.

B. All services performed by CONSTRUCTION MANAGER shall be performed according to professional standards and in accordance with the Construction Manager's Manual for The Illinois State Toll Highway Authority in effect at the date of contract execution, and as revised thereafter.

C. The CONSTRUCTION MANAGER shall perform its services hereunder with the same degree of care, skill and diligence as is ordinarily possessed and exercised by a member of the same profession, currently practicing under similar circumstances.

D. The CONSTRUCTION MANAGER has entered into a Teaming Agreement identifying the obligations, duties and responsibilities of each party to the Teaming agreement which is attached to this Agreement.

## ARTICLE II

### Time of Performance

Upon receipt of Notice to Proceed authorized by the Chief Engineering Officer of the TOLLWAY, the CONSTRUCTION MANAGER shall perform the services herein during the period commencing on the latter of either **execution of the Agreement or June 21, 2019** and ending **June 20, 2029**, in accordance with the schedule included in the attached proposal.

Notwithstanding anything in this Agreement, the CONSTRUCTION MANAGER, including the CONSTRUCTION MANAGER's subcontractors, if any, shall not be responsible hereunder for any delay, default or nonperformance of this Agreement, if and to the extent that such delay, default or nonperformance is caused by an act of God, weather, accident, labor strike or shortage, fire, explosion, riot, war, rebellion, terrorist activity, sabotage, flood, epidemic, or any other cause beyond the reasonable control of such party.

## ARTICLE III

### Compensation

The CONSTRUCTION MANAGER shall perform all construction management services as required herein, and the TOLLWAY shall pay the CONSTRUCTION MANAGER as compensation therefor, with an aggregate upper limit of compensation of **Eighty-Nine Million Dollars and No Cents (\$89,000,000.00)** consisting of \$74,877,601.40 at actual payroll costs times a multiplier of 2.8000, and reimbursement of certain direct expenses, and \$14,122,398.60 agreed lump sum in increments as detailed further in Exhibit "1". If, in the opinion of the CONSTRUCTION MANAGER, additional fees or expenses in excess of the upper limit of compensation agreed herein are required, the CONSTRUCTION MANAGER shall promptly notify the Chief Engineering Officer of the TOLLWAY thereof and shall not incur or charge any such fees or expenses without prior written approval of the Chief Engineering Officer. The CONSTRUCTION MANAGER shall ensure that subcontractors (if applicable) submit invoices in a manner consistent with the terms of this Agreement and shall include language in subcontractor agreements whereby the subcontractors expressly agree to be bound by the terms of this Agreement, including but not limited to the Inspector General Provision at Article XIX.

## ARTICLE IV

### Scope of the Service

The CONSTRUCTION MANAGER represents that it has examined the project site, met with representatives of the TOLLWAY, and had an opportunity to ascertain the extent and the scope of services required to complete this project and is knowledgeable of the services to be performed within the time set forth in the Project Schedule indicated in Exhibit "1" hereof. The CONSTRUCTION MANAGER further understands and agrees that all the services required to properly complete the services will be at or below the total estimated fee (Upper Limit of Compensation) established for this contract, and that only upon receipt of correspondence modifying the established scope of services for this contract from the Chief Engineering Officer, will any portion of the "Additional Services" provision of the said proposal Exhibit B-LS be utilized. The CONSTRUCTION MANAGER shall not be entitled to additional compensation due to errors in estimating the time, costs or expertise required to complete this construction management project.

## ARTICLE V

### Compliance with State and Other Laws

The CONSTRUCTION MANAGER specifically agrees that in the performance of the services herein enumerated, the CONSTRUCTION MANAGER, its associates, subcontractors, agents and employees will comply with all applicable Federal laws, State statutes, local ordinances, rules and regulations.

### Governing Law; Exclusive Jurisdiction

This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement or the transaction(s) contemplated by it, shall be governed by, construed and enforced only in accordance with the laws of the United States and the State of Illinois (excluding any conflict of laws provisions that would refer to and apply the substantive laws of another jurisdiction). Any suit or proceeding relating to this Agreement, including arbitration proceedings, shall be brought only in DuPage County, Illinois. The Team of ***Knight E/A, Inc. / V3 Companies, LTD***, consents to the exclusive jurisdiction and venue of the courts located in DuPage County, State of Illinois.

### Confidentiality

CONSTRUCTION MANAGER, including its agents and subconsultants, to this AGREEMENT may have or gain access to confidential data or information owned or maintained by the TOLLWAY in the course of carrying out its responsibilities under this AGREEMENT. The CONSTRUCTION MANAGER shall presume all information received from the TOLLWAY or to which it gains access pursuant to this AGREEMENT is confidential. No confidential data collected, maintained, or used in the course of CONSTRUCTION MANAGER's performance of this contract shall be disseminated

except as authorized by law and with the written consent of the TOLLWAY, either during the period of the AGREEMENT or thereafter. The CONSTRUCTION MANAGER must return any and all data collected, maintained, created or used in the course of the performance of the AGREEMENT, in whatever form it is maintained, promptly at the end of the AGREEMENT, or earlier at the request of the TOLLWAY, or notify the TOLLWAY in writing of its destruction with prior TOLLWAY approval only.

The foregoing obligations shall not apply to confidential data or information lawfully in the CONSTRUCTION MANAGER's possession prior to its acquisition from the TOLLWAY; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; or independently developed by the CONSTRUCTION MANAGER without the use or benefit of the TOLLWAY's confidential information.

## ARTICLE VI

### Responsibility for Injuries and Damages

The CONSTRUCTION MANAGER shall be responsible for all injuries to persons and damages to property due to the activities of the CONSTRUCTION MANAGER, its associates, agents or employees, in connection with an error, omission, intentional, willful, wanton or negligent act(s), and shall be responsible for all parts of its work, both temporary and permanent, relating to the performance of any services under this Agreement or in connection therewith. It is expressly understood that the CONSTRUCTION MANAGER shall indemnify and save harmless the TOLLWAY, its Directors and employees from claims, suits, actions, damages, costs and fees arising from, growing out of an error, omission, intentional, willful, wanton or negligent act(s) of the CONSTRUCTION MANAGER under this Agreement, to the maximum extent permitted by law, and such indemnity shall not be limited by reason of the enumeration of any insurance coverage hereinafter provided. Nothing herein contained shall be construed as prohibiting the TOLLWAY, its Directors or the employees from defending any actions and suits brought against them or any of them or from employing their own counsel in defense of all such actions and suits. It is understood and agreed that the CONSTRUCTION MANAGER is an independent contractor and as such is solely responsible for all of its activities hereunder.

The firms comprising the CONSTRUCTION MANAGER and identified in the Teaming Agreement shall be jointly and severally liable to the TOLLWAY for any and all damages, injuries and claims, including those arising from the professional acts, errors or omissions resulting from services rendered per this Agreement.

## ARTICLE VII

### Insurance

The CONSTRUCTION MANAGER agrees to procure and maintain during the entire term of this contract and any extensions thereto, at its own expense and without additional expense to the TOLLWAY, adequate insurance for claims for injuries to persons or damage to property which may arise from or in connection with the

performance of the work by the CONSTRUCTION MANAGER, his agents, representatives, employees or subcontractors. Work shall not commence until all insurance required by this section has been obtained and acceptable documentation provided to the TOLLWAY. Acceptable insurance companies shall be authorized or approved to transact business under the laws of the State of Illinois, shall be rated by A.M. Best and Company with a financial strength rating of "A-" or better and a financial size category of not less than "VII".

The CONSTRUCTION MANAGER shall obtain for the term of the contract, and any extensions thereto, insurance in the following kinds and minimum limits:

- a. Worker's Compensation Insurance as required by state statute, and Employer's Liability insurance covering all the CONSTRUCTION MANAGER's employees acting within the course and scope of their employment.
- b. Commercial General Liability Insurance written on Insurance Services Office (ISO) occurrence form CG 00 01 10/03 or equivalent, covering premises operations, independent contractors, blanket contractual liability, and personal injury with minimum limits of \$1,000,000.00 (One Millions Dollars) each occurrence and \$2,000,000.00 (Two Million Dollars) annual general aggregate.

If any aggregate limit is reduced below \$2,000,000.00 because of claims made or paid, the CONSTRUCTION MANAGER shall obtain additional insurance to restore the full aggregate limit and furnish documentation to the TOLLWAY.

- c. Automobile Liability Insurance covering any auto, including owned, hired and non-owned autos, with a minimum limit of \$1,000,000.00 (One million Dollars) each occurrence, combined single limit.
- d. Excess / Umbrella Liability Insurance providing excess coverage over commercial general liability, automobile liability and employer's liability with a minimum limit of \$2,000,000.00 (Two Million Dollars) per occurrence and in aggregate.
- e. Engineering Professional Errors and Omissions Liability providing coverage for claims, damages, losses or expenses arising out of or resulting from the performance of Professional Services contemplated in this contract. Limits of liability shall be a minimum of \$2,000,000 (Two Million Dollars) per occurrence and in aggregate. The policy, including claims made forms, shall remain in effect for the duration of the contract and then have a three-year discovery period or longer as required by State Statue. Each member of the CONSTRUCTION MANAGER agrees that it will maintain its Engineering Professional Errors and Omissions Liability policy in effect for three years after the completion of the Agreement.

All deductible or self-insured retentions must be declared and are the sole responsibility of the CONSTRUCTION MANAGER. The Illinois State Toll Highway Authority shall be named an "additional insured" for the commercial general liability and automobile liability coverage. These policies shall be primary for the additional insured and not contributing with any other insurance or similar protection available to the additional insured. Copies of the applicable "additional insured" endorsements will be provided to the TOLLWAY with the insurance documentation.

The CONSTRUCTION MANAGER shall submit insurance documentation prior to the commencement of any contract work and will provide documentation of renewals of said policies as they occur. Any failure of the TOLLWAY to request proof of insurance will not waive the requirement of maintenance of protection as specified herein.

## ARTICLE VIII

### Ownership of Documents

All documents, including tracings, drawings, estimates, specifications, field notes, investigations, studies and all documents, memoranda and information relating to services to be furnished and performed pursuant to this Agreement are the property of the TOLLWAY. During the performance of the engineering services herein provided for, the CONSTRUCTION MANAGER shall be responsible for any loss or damage to the documents herein enumerated while they are in its possession, and any such documents shall be restored at its expense. Full access to the documents, including related work product concerning the services performed pursuant to this Agreement, shall at all times be available to the TOLLWAY and such other agencies as may be approved by the TOLLWAY. It is agreed and understood by the parties that any plans, drawings, blueprints or other similar documents ("plans") provided under this Contract which are reused by the TOLLWAY, on other projects, shall be at the TOLLWAY's own risk. Any person or entity reusing any plans shall be solely responsible for such reuse. Should the CONSTRUCTION MANAGER reuse any plans, it agrees to indemnify all persons or entities for any claims or actions resulting from its reuse to the extent that said claim or action results from such reuse. The TOLLWAY agrees to require any person (including the TOLLWAY itself) reusing the plans provided by the CONSTRUCTION MANAGER to abide by the terms and conditions set forth in this paragraph.

## ARTICLE IX

### Financial Statement

The CONSTRUCTION MANAGER shall, within ten (10) days after requested by the TOLLWAY, furnish the TOLLWAY with a current statement of the financial condition of the CONSTRUCTION MANAGER and any other financial information requested by the TOLLWAY.

## ARTICLE X

## Successors and Assigns

The TOLLWAY and CONSTRUCTION MANAGER each bind themselves, their successors and assigns to the other party of this Agreement and to the successors and assigns of such other party with respect to all covenants of this Agreement. Except as this Agreement provides, neither the TOLLWAY nor the CONSTRUCTION MANAGER shall assign, sublet or transfer its interest in this Agreement without the written consent of the other.

## ARTICLE XI

### Subcontractors

The CONSTRUCTION MANAGER shall not subcontract or assign services to be performed under this Agreement without prior written approval of the TOLLWAY, except that the CONSTRUCTION MANAGER may without such prior approval, contract with others for photogrammetric maps, equipment and supplies, printed matter, and other reproductions and stenographic, clerical or any other non-technical services.

## ARTICLE XII

### Suspension

The TOLLWAY may, from time to time, suspend and halt the services of the CONSTRUCTION MANAGER pursuant to this Agreement at its sole discretion effective five (5) days after delivery of written notice thereof for any period of time or times not exceeding a total of twelve (12) months. In the event of such suspension not occasioned by violation of the Agreement by the CONSTRUCTION MANAGER, the CONSTRUCTION MANAGER shall be paid for authorized services performed prior to the effective date of the suspension, including any reimbursable expenses then due, in accord with this Agreement.

## ARTICLE XIII

### Termination

#### A. Termination Without Cause

1. The TOLLWAY reserves the right, at its sole discretion, to terminate this Agreement without cause at any time. In the event of such termination, the TOLLWAY will promptly deliver a written Notice of Termination Without Cause to the CONSTRUCTION MANAGER. Upon termination and within ten (10) days of said termination, the CONSTRUCTION MANAGER shall prepare a detailed Progress Report, in form satisfactory to the Chief Engineering Officer of the TOLLWAY, including information as to all the services performed by the CONSTRUCTION MANAGER and the status of the services as of the date of the termination, and provide all other information and documents developed under the terms of this Agreement as requested by the Chief Engineering Officer of the TOLLWAY. The TOLLWAY will review the Progress Report

and services and determine the percentage of the work required to be performed under this Agreement that has been completed by the CONSTRUCTION MANAGER. In case of dispute between the TOLLWAY and the CONSTRUCTION MANAGER, the decision of the Chief Engineering Officer shall be final. At the request and direction of the Chief Engineering Officer of the TOLLWAY, the CONSTRUCTION MANAGER shall, additionally, within ten (10) days after the date of termination, furnish the TOLLWAY marked up full size prints entitled "Record Plans", including specifications with all contract revisions or modifications to date of termination in accordance with the requirements of the Construction Manager's Manual for The Illinois State Toll Highway Authority in effect at the date of contract execution, and as revised thereafter.

In the event the Chief Engineering Officer of the TOLLWAY requires additional services to be performed by the CONSTRUCTION MANAGER, the CONSTRUCTION MANAGER shall prepare a final Progress Report on completion of the additional services. The TOLLWAY will review the final Progress Report and determine the percentage of completed services performed under the Agreement by the CONSTRUCTION MANAGER.

2. The total compensation due to the CONSTRUCTION MANAGER, in the event of termination without cause, shall be limited to the following, less all previous payments to the CONSTRUCTION MANAGER and any credits or set-offs due to the TOLLWAY based on the percent complete of the task or deliverable at the time of termination.

#### B. Termination for Cause

1. In the event the CONSTRUCTION MANAGER fails to meet any of its contractual obligations, as set forth in this Agreement including the proposal, then the TOLLWAY, at its option, may consider the Agreement as canceled effective upon the delivery of written Notice of Termination for Cause to the CONSTRUCTION MANAGER, and the CONSTRUCTION MANAGER shall have no further claims or rights against the TOLLWAY except as set forth herein. The TOLLWAY may, as additional remedies, and without prejudice to or waiver of any other right or remedy which it possesses hereunder or as a matter of law, complete the performance of the engineering services with its own forces, or secure services from any other available source and any difference in cost shall be charged back to the CONSTRUCTION MANAGER, or at the option of the TOLLWAY the CONSTRUCTION MANAGER shall promptly pay for or reimburse the TOLLWAY for any such difference in cost, or the TOLLWAY may deduct any such cost from any payments due or to become due the CONSTRUCTION MANAGER, if any. In addition to any difference in cost for services incurred by the TOLLWAY, the CONSTRUCTION MANAGER shall reimburse the TOLLWAY for any costs, fees, or expenses, including administrative, engineering and legal expenses incurred by the TOLLWAY due to the failure of the CONSTRUCTION MANAGER to meet such obligations. The foregoing costs, fees and expenses, may, at the direction of the TOLLWAY, be deducted from any sums remaining due for services properly performed prior to the effective date of the cancellation and termination.

2. The conditions for termination for cause are as follows:
  - a. If CONSTRUCTION MANAGER becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law established for the relief of debtors;
  - b. If a receiver, trustee or liquidator of any of the property or income of CONSTRUCTION MANAGER shall be appointed;
  - c. If CONSTRUCTION MANAGER shall fail to perform the scope of services, or any part thereof, with the diligence necessary to maintain its progress and complete the scope of services as prescribed by the time schedule and shall fail to take such steps as directed by the TOLLWAY to remedy delays within five (5) days after written notice thereof from TOLLWAY;
  - d. If CONSTRUCTION MANAGER shall violate any of the terms, provisions, conditions, covenants, or Certifications contained in this Agreement and shall fail to take such steps as directed by the TOLLWAY to remedy such default within five (5) days after written notice thereof from TOLLWAY.

3. Upon termination for cause, and within ten (10) days of such notice, the CONSTRUCTION MANAGER shall prepare a detailed Progress Report in a form satisfactory to the Chief Engineering Officer of the TOLLWAY, including information as to all services performed by the CONSTRUCTION MANAGER and the status of the services as of the date of the termination, and provide all other information and documents developed under the terms of this Agreement as requested by the Chief Engineering Officer of the TOLLWAY. The TOLLWAY will review the Progress Report and determine the percentage of services that have been performed under this Agreement by the CONSTRUCTION MANAGER. In the case of dispute between the TOLLWAY and the CONSTRUCTION MANAGER, the decision of the Chief Engineering Officer shall be final. At the request and direction of the Chief Engineering Officer of the TOLLWAY, the CONSTRUCTION MANAGER shall additionally, within ten (10) days after the date of termination, furnish the TOLLWAY with marked up full size prints entitled "Record Plans", including specifications with all contract revisions or modifications made up to the termination date indicated thereon, in accordance with the requirements of the Construction Manager's Manual for The Illinois State Toll Highway Authority in effect at the date of contract execution, and as revised thereafter.

4. The total compensation due to the CONSTRUCTION MANAGER, in the event of Termination for Cause shall be the following, less all previous payments to the CONSTRUCTION MANAGER, and any credits or set-offs due to the TOLLWAY based on the percent complete of the task or deliverable at the time of termination.

#### C. Termination due to Lack of an Appropriation

This Agreement is subject to termination and cancellation in any year for which the General Assembly fails to make an appropriation (if such an appropriation is required) to make payments under the terms of the Agreement. Currently, the TOLLWAY is not required to obtain a yearly appropriation of its funds. However, the TOLLWAY cannot and does not make any representation or warranties concerning future appropriation requirements.

#### ARTICLE XIV

##### Solicitations

The CONSTRUCTION MANAGER warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the TOLLWAY shall have the right to annul this Agreement without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

#### ARTICLE XV

##### 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 XVI

### Notices

Notices to be given hereunder or documents to be delivered shall be deemed sufficient if delivered personally or mailed by certified mail to the CONSTRUCTION MANAGER at **Knight E/A, Inc., 221 North LaSalle Street, Suite 300 Chicago, Illinois**

60601, or to the Chief Engineering Officer at 2700 Ogden Avenue, Downers Grove, Illinois 60515. Either party may change the place to which notices hereunder may be addressed by written notice to the other party at any time or times.

## ARTICLE XVII

### Quality Assurance and Quality Control (QA/QC) Plan

The CONSTRUCTION MANAGER'S QA/QC PLAN for this PROJECT must be presented by the CONSTRUCTION MANAGER fourteen (14) days after receiving the signed contract. After acceptance by the TOLLWAY, the CONSTRUCTION MANAGER must adhere to this QA/QC Plan and will be required to periodically confirm, in writing, that they have complied with the approved plan. The statement of compliance must be submitted to the TOLLWAY Project Manager with each monthly progress report.

The QA/QC Plan must follow the GUIDELINES FOR CONSTRUCTION MANAGER'S QUALITY PROGRAM, which will be provided by the TOLLWAY.

## ARTICLE XVIII

### Miscellaneous

This Agreement, when executed by the CONSTRUCTION MANAGER, shall be an offer by the CONSTRUCTION MANAGER to the TOLLWAY and shall not be construed as an offer by the TOLLWAY to the CONSTRUCTION MANAGER. All Agreements are subject to the statutes, rules, regulations and policies governing the TOLLWAY and are expressly subject to the approval of the TOLLWAY's Board of Directors, the Procurement Policy Board, the Chief Procurement Officer for General Services, and the Attorney General of the State of Illinois.

## ARTICLE XIX

### Inspector General

The Vendor/Contractor hereby acknowledges that pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5) the Inspector General of the Illinois State Toll Highway Authority has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The Vendor/Contractor will fully cooperate in any OIG investigation or review. Cooperation includes providing access to all information and documentation related to the goods/services described in this Agreement, and disclosing and making available all personnel involved or connected with these goods/services or having knowledge of these goods/services. All subcontracts must inform Subcontractors of this provision and their duty to comply.

## ARTICLE XX

### Engineer Selection Process

The TOLLWAY and the CONSTRUCTION MANAGER hereby certify that they are in compliance with the provisions of the Architectural, Engineering and Land Surveying Qualifications Based Selection Act (30 ILCS 535) with respect to the procurement of the services covered in this Agreement.

## ARTICLE XXI

### 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 XXII

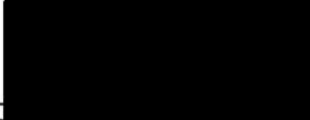
### EXPATRIATED ENTITIES

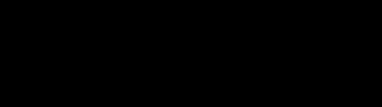
Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for CONTRACT I-18-4701 the day and year first above written.


THE ILLINOIS STATE TOLL  
HIGHWAY AUTHORITY


KNIGHT E/A, INC. /  
V3 COMPANIES, LTD TM


By  8-2-2019  
Chair/Executive Director/Signature Date  
Will Evans/ José Alvarez

 6/5/2019  
President-Signature Date  
Knight E/A, Inc.

Kevin E. Lentz  
Printed Name as Signed Above

APPROVED:  
 7-23-19  
Chief Financial Officer — Signature Date  
Michael Colsch

 6/6/19  
President-Signature Date  
V3 Companies, LTD

APPROVED:  
 7/18/19  
General Counsel — Signature Date  
Kathleen Pasulka-Brown

Robin L. Petrodige  
Printed Name as Signed Above

Approved as to Form and Constitutionality

 7-17-19  
Attorney General, State of Illinois - Signature Date

**OWNER'S REPRESENTATIVE,  
CONSTRUCTION CORRIDOR MANAGER,  
AND CONSTRUCTION MANAGER**

**PROPOSAL**

**FOR CONTRACT NUMBER I-18-4701**

This proposal, dated May 24, 2019, is submitted by Knight E/A, Inc. / V3 Companies, LTD TM of Chicago, Illinois for Owner's Representative, Construction Corridor Manager, and Construction Manager (Hereinafter referred to as OR/CCM/CM) Services.

DESCRIPTION/LOCATION OF CONSTRUCTION SECTION

The location of the construction Contract I-18-4701 for which we propose to provide OR/CCM/CM Services is EOWA Corridor (Illinois Route 390/I-490), in DuPage and Cook Counties, Illinois.

SCOPE OF CONSTRUCTION MANAGER SERVICES

OR/CCM/CM Services following selection from PSB 18-4, Item # 2 will be provided 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*, in effect at the date the contract is awarded, and as revised thereafter, 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; manage the work as required by the Contract Documents; responsible for all on-site and off-site material testing; document all activities pertaining to the execution of the work; prepare all reports, payment estimates and other required documents; submit a "Record Drawing" set of plans; 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.

FEE PROPOSAL

The OR/CCM/CM shall be compensated for Engineering Services, WITH AN AGGREGATE UPPER LIMIT OF COMPENSATION of \$89,000,000.00 on the following basis:

- **OR SERVICES: LUMP SUM (\$14,122,398.60)**
- CCM SERVICES: PAYROLL COSTS TIMES A MULTIPLIER, PLUS REIMBURSEMENT OF DIRECT EXPENSES, WITH AN UPPER LIMIT OF COMPENSATION (\$36,566,345.68)**
- CM SERVICES: PAYROLL COSTS TIMES A MULTIPLIER, PLUS REIMBURSEMENT OF DIRECT EXPENSES, WITH AN UPPER LIMIT OF COMPENSATION (\$38,311,255.72)**

The compensation elements and their limits are more fully detailed as follows:

LUMP SUM – For the OR Services, the sum of the fixed fee does not change unless the scope or schedule change. Method of Payment for the OR Services shall be as follows, and in the event of a conflict with the other terms and conditions contained in Contract I-18-4701, then the following terms and conditions shall control and prevail with the respect to the payment of the Consultant for its OR Services. Commencing in July 2019 and continuing until and including December 2025, the OR shall submit an invoice to the Tollway and the Tollway shall pay the Consultant on a monthly basis in the amounts as authorized and agreed on a task order basis. The OR invoice shall contain a description of professional services provided for each month, which Monthly Billing amount is also set forth in the LS Payment Exhibit included with each task order authorization. In the event the Tollway desires to accelerate the Consultant’s performance of its OR services as currently set forth in the LS Payment Exhibit, then the Consultant shall recommend to the Tollway for its approval any necessary adjustment to the Monthly or Annual Billing amounts.

ACTUAL PAYROLL COSTS AND MULTIPLIER – For the CCM and CM Services, 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 CCM/CM, 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.”

The direct labor rate allowable for any individual at the outset of the project for invoicing purposes will be the rate listed on a “Certified Payroll Summary” to be submitted by the CCM/CM at the start of the project. A revised “Certified Payroll Summary” must be submitted at the time of annual labor rate increases and when a newly hired employee is added to the TOLLWAY project.

A “normal work week” can be negotiated up to 45 hours per week. Overtime (straight time) for salaried positions cannot be invoiced beyond the number of hours in the “normal work week” unless pre-approved in writing by the project manager. These

positions will be determined during negotiations of the contract or as the salaried position is added to the project.

Promotions resulting in labor rate increases will only be permitted if the promotion occurs on this project to a pre-approved contract position. Employees promoted within the company will not be entitled to a rate increase on this project beyond the rate appropriate for the services being performed by the employee. Any increase will be at the date of the approved promotion.

Timesheets for each employee billed to the contract must be submitted with the invoice. The timesheets must be signed by both the employee and the employee's supervisor. The timesheets must include all hours paid to the employee, including non-billable time and time worked on other projects.

REIMBURSABLE DIRECT COSTS - The Reimbursable Direct Costs Worksheet determines the total dollar amount of Direct costs for the project. See Exhibit D. The OR/CCM/CM is responsible for managing the Direct Costs expended so the total Reimbursable Direct Cost amount is not exceeded. All Direct Costs presented for reimbursement must be included on the Allowable Direct Costs list made available in the Professional Service Bulletin (attached to Exhibit D). Direct Costs not identified on the Allowable Direct Costs list must be approved in writing by the Chief Engineering Officer of the TOLLWAY prior to reimbursement. Premium portions of overtime and Reimbursable Direct Costs will be reimbursed upon presentation of appropriate documentation.

Reimbursement for the use of automotive vehicles furnished by the CM will be in accordance with the State of Illinois Government Rate in effect on the date of this proposal (see Exhibit D).

Such rate of reimbursement will be considered full payment for all costs including, but not limited to: the furnishing, insuring, operating, and maintaining the automotive vehicles. The term "automotive vehicle" includes automobiles, pick-up trucks, station wagons, vans, and the like. CM shall maintain itemized vehicle usage records for all vehicles billed to the contract. Said records shall contain at a minimum the individual who used the vehicle, the date of usage, and the purpose or destination.

No surcharge for handling or processing will be charged or approved. No profit will be paid for Direct Costs.

SERVICES BY OTHERS (OR Exhibit M-LS) - The Lump Sum fees for OR services provided by all subcontractors shall be summarized on OR Exhibit M-LS Contract Overview. OR Exhibit M-LS is required if second tier subcontractors are used. The OR understands that the contract is between the TOLLWAY and the OR. The OR is responsible for monitoring and managing the work and budget of all subcontractors.

The ADDITIONAL SERVICES PROVISION (if any) included in this proposal (see *CM Exhibit B-DLM*) will be for the sole purpose of funding increases in the CM Scope of Work, which have been identified as potential extra services prior to the start of work. The additional services funds shall not be used to cover costs for items included in the original Scope of OR/CCM/CM Services. The authorization for the use of the Additional Services Funds must be in writing in advance from the Chief Engineering Officer of the TOLLWAY.

LUMP SUM DETERMINATION - The lump sum compensation to the OR, for any and all costs associated with completion of the scope of work, shall be as shown on *OR Exhibit M-LS* which limit may not be exceeded unless authorized by a Supplemental Contract and approved by the TOLLWAY's Board of Directors. This sum represents the LUMP SUM agreement for completion of all OR services for all items of work included in the Scope of OR Services (Exhibit F-LS). If potential additional services have been identified in the scope of work (Exhibit F-LS), it is understood that these services may not necessarily be requested to be performed by the TOLLWAY. If these services are requested by the TOLLWAY to be performed by the OR, Revised *OR Exhibit M-LS* must be submitted by the OR for the TOLLWAY's written approval prior to commencement of the work.

CONTROL OF STAFF LEVELS - The OR/CCM/CM is required at all times to review the staffing level as it relates to the Contractor's activities and/or progress. If at any time during the execution of the work, the OR/CCM/CM determines that a change in staff is required, a written request to modify his/her staff must immediately be submitted to the TOLLWAY's Project Manager. Additionally, if at any time during the execution of the work the OR/CCM/CM believes they are being directed to perform services not included in the Scope Of Work, he/she will give immediate written notice to the Chief Engineering Officer of the TOLLWAY requesting a change in the Scope Of Work. This notification shall include the following:

- A. Definition and detailed description of the revision to the scope.
- B. Documentation of the facts leading to or requiring the revision to the Scope of Work.
- C. Scheduling impact.
- D. Construction Management fee impact including:
  1. Labor
  2. Task and Deliverable affected
  3. Other

The Chief Engineering Officer of the TOLLWAY shall review and respond to the notification in a timely manner.

The OR/CCM/CM shall not proceed with any change until he receives written authorization from the Chief Engineering Officer or his designee.

The OR/CCM/CM shall be compensated based on the information provided in this proposal recognizing the fact that actual construction may extend beyond the schedule provided in *OR Exhibit M-LS, CCM Exhibit DLM, and Exhibit B-DLM*.

In any event, including but not limited to strikes or Acts of God, whereby construction is curtailed or halted, the OR/CCM/CM shall reduce the number of his employees assigned to the project to minimize construction engineering expenses to the TOLLWAY.

It is understood that the actual number of persons assigned to the Project by the OR/CCM/CM may be reviewed by the TOLLWAY throughout the duration of the Project and that adjustments will be made if deemed necessary by the TOLLWAY.

PROGRESS REPORTS - The OR/CCM/CM will submit progress reports including a narrative providing a brief discussion of the status of the construction at time of invoicing and any pending issues. These reports must be submitted with the invoice covering the same project period as the invoice, and must be received by the TOLLWAY within 20 calendar days following the reporting period.

KEY PERSONNEL - Exhibit E-LS is a list of the Key Personnel who will be assigned to this project with a brief resume for each. It is understood that the TOLLWAY reserves the right to review the performance of assigned personnel at any time and the OR/CCM/CM agrees to replace or re-assign personnel who are deemed by the TOLLWAY to not be suited to the task to which they are assigned. The OR/CCM/CM further agrees to assign employees to this project in a manner which optimizes performance for the TOLLWAY.

TERMS AND CONDITIONS - This document hereby incorporates by reference the "Contract" attached hereto and made a part hereof. The OR/CCM/CM understands and agrees that it shall be bound by the terms and conditions contained in the attached Contract including but not limited to those items contained in the Article titled "Insurance". The OR/CCM/CM shall provide a copy of a Certificate of Insurance as Exhibit I. In the event there is a conflict between the terms of this proposal and the terms of the attached Contract, the terms contained in the Contract shall control. The OR/CCM/CM also agrees that it shall be required to procure and maintain additional insurance, if any is listed below, under the same terms and conditions specified in the Agreement. Specialized, project specific insurance, namely Railroad Protective Liability insurance, may be required to perform the CM work detailed in the Scope of Work. The cost of additional insurances shall be a REIMBURSABLE DIRECT COST for the CM work detailed in the Scope of Work

INVOICES - INVOICES will be submitted on forms provided to the OR/CCM/CM at the start of the project at regular project period reporting dates as agreed to with the TOLLWAY. The invoice date shall coincide with the dates of the Progress Report. Invoice periods shall span consecutive days for the duration of the contract.

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 OR/CCM/CM expressly acknowledges that the TOLLWAY, at its discretion, reserves the right not to honor any delinquent INVOICE if the OR/CCM/CM fails to obtain prior written approval from the Chief Engineering Officer for an alternative INVOICE submission date. OR/CCM/CM will request such approval or an INVOICE submittal extension no later than February 15<sup>th</sup>.

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 OR/CCM/CM, for any payments by the TOLLWAY, 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, sufficient records to illustrate the determined percent complete was achieved for each payment period. 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 OR/CCM/CM 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 OR/CCM/CM 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 for a LUMP SUM contract. The auditors reserve the right to enter the OR/CCM/CM's place of business in order to audit the records. If they are not produced in a timely manner by the OR/CCM/CM, then the OR/CCM/CM 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 OR/CCM/CM and any subcontractors or suppliers of goods and services to the extent that those subcontracts or agreements relate to fulfillment of the OR/CCM/CM'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 OR/CCM/CM or its subcontractors. The OR/CCM/CM shall promptly reimburse the TOLLWAY for any overpayment, or the TOLLWAY at its option may deduct any overpayment from any funds due the OR/CCM/CM, whether those funds are due under this contract or other contracts to which the OR/CCM/CM is a party either directly with the TOLLWAY or as a subcontractor. In the event the OR/CCM/CM fails or refuses to reimburse the TOLLWAY for an overpayment, the OR/CCM/CM shall be responsible for all costs, including attorney fees, incurred by the TOLLWAY to collect such overpayment.

Failure to maintain or make available the 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 records and supporting documentation are not available to support their purported disbursement.

The OR/CCM/CM 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 OR/CCM/CM fails to comply with these requirements, the OR/CCM/CM may be disqualified or suspended from bidding on or working on future contracts.

THIS PROPOSAL FOR OWNER'S REPRESENTATIVE,  
CONSTRUCTION CORRIDOR MANAGER,  
AND CONSTRUCTION MANAGER SERVICES FOR

CONTRACT I-18-4701

SUBMITTED BY:

FIRM NAME: Knight E/A, Inc. / V3 Companies, LTD TM

ADDRESS: 221 North LaSalle Street, Suite 300

CITY, STATE &  
ZIP CODE: Chicago, IL 60601

TELEPHONE: (312) 577-3300

FACSIMILE: (312) 577-3526

SIGNED BY:



PRINTED NAME: Kevin E. Lentz, P.E.

TITLE: President



**ILLINOIS TOLLWAY**  
**STANDARD BUSINESS TERMS AND CONDITIONS**

**ILLINOIS TOLLWAY CONTRACT NO.:** I-18-4701

**CONTRACTOR/CONSULTANT NAME:** Knight E/A, Inc.

**1. PAYMENT TERMS AND CONDITIONS:**

- 1.1 Minority Contractor Initiative: Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 1.2 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 1.3 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>).
- 1.4 Federal Funding: This contract may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided in the award notice.
- 1.5 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through December 31 of any year must be submitted to the State no later than February 28 of the following year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
  - 1.5.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency/University state tax exemption number and federal tax exemption information.
  - 1.5.2 Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

2. **ASSIGNMENT:** This contract may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the State.
3. **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of five years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of five years from the later of final payment under the term or completion of the subcontract. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, the Tollway Inspector General, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.
4. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.
5. **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
6. **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.
7. **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
8. **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and

to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.

9. **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the Tollway and State of Illinois, their directors, agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any negligent act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.
10. **INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
11. **SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
12. **COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
13. **BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.
14. **APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at <http://www.ilga.gov>.
15. **ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
16. **CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee, or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.

17. **NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
18. **MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
19. **PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.
20. **FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.
21. **SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
22. **WARRANTIES FOR SUPPLIES AND SERVICES:**
  - 22.1 Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.
  - 22.2 Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.
  - 22.3 Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.
23. **REPORTING, STATUS AND MONITORING SPECIFICATIONS:**

- 23.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.
- 23.2 By August 31 of each year, Vendor shall report to the Agency or University the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups. 35 ILCS 5/216, 5/217.

24. **EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 30 ILCS 500/45-67 and 45-70. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

25. **SUPPLEMENTAL PROVISIONS**

25.1 **TOLLWAY SUPPLEMENTAL PROVISIONS**

25.1.1 Agents and Employees:

Vendor shall be responsible for the negligent acts and omissions of its agents, employees and **subcontractors in their performance of Vendor's duties under this Contract. Vendor represents that it shall** utilize the services of individuals skilled in the profession for which they will be used in performing services or supplying goods hereunder. In the event that the Tollway determines that any individual performing services or supplying goods for Vendor hereunder is not providing such skilled services or delivery of goods, it shall promptly notify the Vendor and the Vendor shall replace that individual.

25.1.2 Publicity:

Vendor shall not, in any advertisement or any other type of solicitation for business, state, indicate or otherwise imply that it is under contract to the Tollway nor shall the Tollway's name be used in any such advertisement or solicitation without prior written approval except as required by law.

25.1.3 Third Party Beneficiaries:

There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the Tollway/Buyer and the Vendor.

25.1.4 Successors In Interest:

All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

25.1.5 Venue:

Any claim against the Tollway arising out of this contract must be filed exclusively with Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois for State claims and the U.S. District Court for the Northern District of Illinois for Federal claims.

25.1.5.1 Whenever "State" is used or referenced in this Contract, it shall be interpreted to mean "Tollway".

25.1.5.2 The State Prompt Payment Act (30 ILCS 40) does not apply to the Tollway.

25.1.5.3 The Tollway is not currently an appropriated agency.

25.2 **REPORT OF A CHANGE IN CIRCUMSTANCES:** The Contractor 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 CONTRACTOR'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 CONTRACTOR's Certification/Disclosure Forms, the CONTRACTOR's IDOT pre-qualification, or any certification or licensing required for this project. Additionally, (CONTRACTOR/VENDOR) agrees to report to the Tollway within the above timeframe any arrests, indictments, convictions or other matters involving the CONTRACTOR, 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 CONTRACTOR agrees to incorporate substantially similar reporting requirements into the terms of any and all subcontracts relating to work performed under this agreement. The (CONTRACTOR/VENDOR) agrees to forward or relay to the Tollway any reports received from subcontractors pursuant to this paragraph within 21 days.

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

**25.3 PAYMENT DATA REPORTING REQUIREMENT**

The Tollway requires contractors to report all payments received and/or paid to other firms pursuant to this contract in the form prescribed by the Tollway.

Additional information can be found at: <https://www.illinoistollway.com/doing-business#B2GNow>  
(If hyperlink does not load, copy and paste the address into your web browser's address bar)

**25.4 VENDOR SUPPLEMENTAL PROVISIONS**


Vendor Supplemental Provisions:

**STATE OF ILLINOIS**  
**SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS**

    Knight E/A, Inc.     agrees with the terms and conditions set forth in the State of Illinois Invitation for Bid, including the standard terms and conditions, the Agency/University supplemental provisions, certifications, and disclosures, with the following exceptions:

|   |   |
|---|---|
|   | Excluding certifications required by statute to be made by the Vendor, both Parties agree that all of the duties and obligations that the Vendor owes to the Agency/University for the work performed shall be pursuant to the solicitation and resulting contract, and Vendor's exceptions accepted by the State thereto as set forth below. |
|   | <b>STANDARD TERMS AND CONDITIONS</b>  |
| <b>Section/<br/>Subsection #</b>            | State the exception such as "add," "replace," and/or "delete."  |
|   |   |
|   |   |
|   |   |
|   |   |
|   |   |
|   |   |
|   |   |
|   | <b>ADDITIONAL TERMS AND CONDITIONS</b>  |
| <b>New<br/>Provision(s),<br/># et. seq.</b> | <b>Section/Subsection New Number, Title of New Subsection:</b> State the new additional term or condition.  |
|   |   |
|   |   |
|   |   |
|   |   |
|   |   |

\_\_\_\_\_ hereby agrees to the exceptions provided by \_\_\_\_\_ and to the Additional Terms and Conditions provided by \_\_\_\_\_.

|   |           |
|---|-----------|
| Agreed: Knight E/A, Inc.  | Agreed:   |
| By: Kevin E. Lentz, PE  | By:       |
| Signed:  | Signed:   |
| Position: President   | Position: |
| Date: 02/14/2019  | Date:     |



Date: 02/14/2019

Project Number: I-18-4701

Project Name: Construction Corridor Manager and Owner's Representative Services (CCM/OR) – EOWA Corridor (Illinois Route 390/I-490)

DELINQUENT DEBT REVIEW  
CONTRACTOR/  
CONSULTANT

Sub-Contractor/Consultant Disclosure.

Will you be using any sub-consultants/contractors?  Yes  No

If yes, you must identify below, to the extent the information is known, regardless of the subcontract value, the names, addresses and type of work all Sub-Contractors/Consultants that will be utilized in the performance of this Contract, together with the anticipated dollar value (Sub-Contractors) or percentage (Sub-Consultants) each is expected to receive pursuant to this Contract. The list of sub-contractors/consultants should include but not be limited to sub-contractors/consultants, suppliers and truckers proposed to achieve disadvantaged business enterprise and veteran owned business goals. The State may request updated information at any time. For purposes of this section Sub-Contractors/Consultants are those specifically hired to perform part of the work of this contract. Non-DBE suppliers and truckers do not need to be included.

Upon request, our firm agrees to provide a copy of the subcontract, if required, within fifteen (15) days after execution of the contract if selected, or after execution of the subcontract, whichever is later, for those subcontracts with an annual value of more than \$50,000. All subcontracts over \$50,000 must include the same certifications that the Vendor must make as a condition of the contract. The vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State.

Delinquent Payment. The Contractor/Consultant certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with the State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The Contractor/Consultant further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the Contractor/Consultant or any affiliate is determined to be delinquent in the payment of any debt to the State during the term of the contract.

Contractor/Consultant: Knight E/A, Inc.

Federal Employment Identification Number (FEIN): [REDACTED]

E-Mail: klentz@knightea.com

Include an attachment if more space is needed to provide the below information. The attachment must provide the requested information.

**NOTE for Construction Contracts:** List all known subcontractors including those identified in the Bid Package on DBE Form 2026 and VOSB Form 2026, and include any name listed in the "Under Contract To" section of these forms.

| <u>Sub-Contractor(s)/Consultant(s)</u> | <u>Sub-Contractor/Consultant FEIN</u> | <u>Address</u>  | <u>General Type of Work</u>  | <u>Anticipated Amount of Contract to be Paid (to extent known) Sub-Contractor (dollar value) or Sub-Consultant (percentage)</u> |
|--|---------------------------------------|---|------------------------------|---|
| V3 Companies, Ltd.                     |                                       | 7325 Janes Avenue<br>Woodridge, IL 60517              | Teaming Partner<br>OR/CCM/CM | 34.8%   |
| 2IM Group, LLC                         |                                       | 118 South Clinton<br>Suite 350, Chicago, IL 60661     | Construction<br>Inspection   | 3%  |
| CKL Engineers, LLC                     |                                       | 700 N. Green St., Suite 204<br>Chicago, IL 60642      | Civil Inspection             | 0.5%  |
| Collins Engineers, Inc.                |                                       | 123 N. Wacker Dr., Suite 900<br>Chicago, IL 60606     | Structural Support           | 2%  |
| Cotter Consulting, Inc.                |                                       | 745 McClintock Dr., Suite 130<br>Burr Ridge, IL 60527 | Construction<br>Inspection   | 3%  |

| <u>Sub-Contractor(s)/Consultant(s)</u> | <u>Sub-Contractor/Consultant FEIN</u> | <u>Address</u>   | <u>General Type of Work</u>            | <u>Anticipated Amount of Contract to be Paid (to extent known) Sub-Contractor (dollar value) or Sub-Consultant (percentage)</u> |
|--|---------------------------------------|--|--|---|
| DB Sterlin Consultants, Inc.           |                                       | 123 N. Wacker Dr., Suite 2000<br>Chicago, IL 60606         | Construction Inspection/Survey         | 4%  |
| J.A. Watts, Inc.                       |                                       | 940 W. Adams, Suite 400<br>Chicago, IL 60607               | Construction Inspection                | 2%  |
| Material Service Testing, Inc.         |                                       | 1327 West Washington Blvd.<br>Suite 105, Chicago, IL 60607 | QA Materials Testing                   | 3%  |
| O'Brien & Associates, Inc.             |                                       | 766 W. Algonquin Rd.<br>Arlington Heights, IL 60005        | Geotechnical Services                  | 1%  |
| PMCS, LLC                              |                                       | 46 S. Waiola Avenue<br>LaGrange, IL 60525                  | Project Controls/<br>Const. Inspection | 2%  |
| R.M. Chin & Associates, Inc.           |                                       | 500 W 18th St., Suite 200<br>Chicago, IL 60616             | Construction Inspection                | 4%  |
| Scale Construction Inc.                |                                       | 2101 S. Carpenter St.<br>Chicago, IL 60608                 | Construction Inspection                | 2%  |
| SCIGON                                 |                                       | 420 Lake Cook Rd., Suite 104<br>Deerfield, IL 60015        | Technology Support                     | 1%  |
| Synnov Group, Inc.                     |                                       | 6650 N. Northwest Highway,<br>Suite 203, Chicago, IL 60631 | Construction Inspection                | 1%  |

Signature: \_\_\_\_\_

Date: 02/14/2019

Printed Name: Kevin E. Lentz, PE

# Certificate of Registration

**STATE BOARD OF ELECTIONS**

Registration No. 11477

**Knight E/A, Inc.**

221 N. LaSalle Street  
Suite 300

Chicago IL 60601-1211

Information for this business last updated on:

Monday, February 19, 2018

Certificate produced on Friday, October 19, 2018 at 12:52 PM



Business

EXHIBIT "1"

Page 19 of 443

**STATE OF ILLINOIS  
TAXPAYER IDENTIFICATION NUMBER**

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name:

Business Name: Knight E/A, Inc.

Taxpayer Identification Number:

Social Security Number:

or

Employer Identification Number: 

Legal Status (check one):

- |   |  |
|---|--|
| <input type="checkbox"/> Individual   | <input type="checkbox"/> Governmental  |
| <input type="checkbox"/> Sole Proprietor  | <input type="checkbox"/> Nonresident alien   |
| <input type="checkbox"/> Partnership  | <input type="checkbox"/> Estate or trust   |
| <input type="checkbox"/> Legal Services Corporation   | <input type="checkbox"/> Pharmacy (Non-Corp.)  |
| <input type="checkbox"/> Tax-exempt   | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.)                              |
| <input type="checkbox"/> Corporation providing or billing<br>medical and/or health care services                | <input type="checkbox"/> Limited Liability Company<br>(select applicable tax classification) |
| <input checked="" type="checkbox"/> Corporation NOT providing or billing<br>medical and/or health care services | <input type="checkbox"/> C = corporation   |
|   | <input type="checkbox"/> P = partnership   |

Signature of Authorized Representative: 

Date: May 13, 2019



## ILLINOIS TOLLWAY

### STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: I-18-4701

CONTRACTOR/CONSULTANT NAME: V3 Companies, Ltd.

#### 1. PAYMENT TERMS AND CONDITIONS:

- 1.1 Minority Contractor Initiative: Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 1.2 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 1.3 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>).
- 1.4 Federal Funding: This contract may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided in the award notice.
- 1.5 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through December 31 of any year must be submitted to the State no later than February 28 of the following year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
  - 1.5.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency/University state tax exemption number and federal tax exemption information.
  - 1.5.2 Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

2. **ASSIGNMENT:** This contract may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the State.
3. **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of five years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of five years from the later of final payment under the term or completion of the subcontract. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, the Tollway Inspector General, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.
4. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.
5. **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
6. **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.
7. **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
8. **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and

to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.

9. **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the Tollway and State of Illinois, their directors, agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any negligent act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.
10. **INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
11. **SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
12. **COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
13. **BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.
14. **APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at <http://www.ilga.gov>.
15. **ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
16. **CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee, or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.

17. **NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
18. **MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
19. **PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.
20. **FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.
21. **SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
22. **WARRANTIES FOR SUPPLIES AND SERVICES:**
  - 22.1 Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.
  - 22.2 Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.
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- 23.2 By August 31 of each year, Vendor shall report to the Agency or University the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups. 35 ILCS 5/216, 5/217.
24. **EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 30 ILCS 500/45-67 and 45-70. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

25. **SUPPLEMENTAL PROVISIONS**

25.1 **TOLLWAY SUPPLEMENTAL PROVISIONS**

25.1.1 **Agents and Employees:**

Vendor shall be responsible for the negligent acts and omissions of its agents, employees and **subcontractors in their performance of Vendor's duties under this Contract. Vendor represents that it shall** utilize the services of individuals skilled in the profession for which they will be used in performing services or supplying goods hereunder. In the event that the Tollway determines that any individual performing services or supplying goods for Vendor hereunder is not providing such skilled services or delivery of goods, it shall promptly notify the Vendor and the Vendor shall replace that individual.

25.1.2 **Publicity:**

Vendor shall not, in any advertisement or any other type of solicitation for business, state, indicate or otherwise imply that it is under contract to the Tollway nor shall the Tollway's name be used in any such advertisement or solicitation without prior written approval except as required by law.

25.1.3 **Third Party Beneficiaries:**

There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the Tollway/Buyer and the Vendor.

25.1.4 **Successors In Interest:**

All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

25.1.5 **Venue:**

Any claim against the Tollway arising out of this contract must be filed exclusively with Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois for State claims and the U.S. District Court for the Northern District of Illinois for Federal claims.

25.1.5.1 Whenever "State" is used or referenced in this Contract, it shall be interpreted to mean "Tollway".

25.1.5.2 The State Prompt Payment Act (30 ILCS 40) does not apply to the Tollway.

25.1.5.3 The Tollway is not currently an appropriated agency.

- 25.2 **REPORT OF A CHANGE IN CIRCUMSTANCES:** The Contractor 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 CONTRACTOR'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 CONTRACTOR's Certification/Disclosure Forms, the CONTRACTOR's IDOT pre-qualification, or any certification or licensing required for this project. Additionally, (CONTRACTOR/VENDOR) agrees to report to the Tollway within the above timeframe any arrests, indictments, convictions or other matters involving the CONTRACTOR, 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 CONTRACTOR agrees to incorporate substantially similar reporting requirements into the terms of any and all subcontracts relating to work performed under this agreement. The (CONTRACTOR/VENDOR) agrees to forward or relay to the Tollway any reports received from subcontractors pursuant to this paragraph within 21 days.

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

### **25.3 PAYMENT DATA REPORTING REQUIREMENT**

The Tollway requires contractors to report all payments received and/or paid to other firms pursuant to this contract in the form prescribed by the Tollway.

Additional information can be found at: <https://www.illinoistollway.com/doing-business#B2GNow>  
(If hyperlink does not load, copy and paste the address into your web browser's address bar)

### **25.4 VENDOR SUPPLEMENTAL PROVISIONS**

Vendor Supplemental Provisions:


V3 has no exceptions to the terms and conditions of doing business with the Illinois Tollway.

**STATE OF ILLINOIS**  
**SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS**

V3 Companies, Ltd. \_ agrees with the terms and conditions set forth in the State of Illinois Invitation for Bid, including the standard terms and conditions, the Agency/University supplemental provisions, certifications, and disclosures, with the following exceptions:

|   |   |
|---|---|
|   | Excluding certifications required by statute to be made by the Vendor, both Parties agree that all of the duties and obligations that the Vendor owes to the Agency/University for the work performed shall be pursuant to the solicitation and resulting contract, and Vendor's exceptions accepted by the State thereto as set forth below. |
|   | <b>STANDARD TERMS AND CONDITIONS</b>  |
| <b>Section/<br/>Subsection #</b>            | State the exception such as "add," "replace," and/or "delete."  |
|   | No Exceptions   |
|   |   |
|   |   |
|   |   |
|   |   |
|   |   |
|   | <b>ADDITIONAL TERMS AND CONDITIONS</b>  |
| <b>New<br/>Provision(s),<br/># et. seq.</b> | <b>Section/Subsection New Number, Title of New Subsection:</b> State the new additional term or condition.  |
|   | No Exceptions   |
|   |   |
|   |   |
|   |   |
|   |   |

\_\_\_\_\_ hereby agrees to the exceptions provided by \_\_\_\_\_ and to the Additional Terms and Conditions provided by \_\_\_\_\_.

|   |           |
|---|-----------|
| Agreed: V3 Companies, Ltd.  | Agreed:   |
| By: Louis J. Gallucci   | By:       |
| Signed:  | Signed:   |
| Position: Executive Vice President  | Position: |
| Date: February 13, 2019   | Date:     |



Date: February 13, 2019 Project Number: I-18-4701

Project Name: Construction Corridor Manager and Owner's Representative Services (CCM/OR) – EOWA Corridor (Illinois Route 390/I-490)

DELINQUENT DEBT REVIEW

CONTRACTOR/  
CONSULTANT

Sub-Contractor/Consultant Disclosure.

Will you be using any sub-consultants/contractors?  Yes  No

If yes, you must identify below, to the extent the information is known, regardless of the subcontract value, the names, addresses and type of work all Sub-Contractors/Consultants that will be utilized in the performance of this Contract, together with the anticipated dollar value (Sub-Contractors) or percentage (Sub-Consultants) each is expected to receive pursuant to this Contract. The list of sub-contractors/consultants should include but not be limited to sub-contractors/consultants, suppliers and truckers proposed to achieve disadvantaged business enterprise and veteran owned business goals. The State may request updated information at any time. For purposes of this section Sub-Contractors/Consultants are those specifically hired to perform part of the work of this contract. Non-DBE suppliers and truckers do not need to be included.

Upon request, our firm agrees to provide a copy of the subcontract, if required, within fifteen (15) days after execution of the contract if selected, or after execution of the subcontract, whichever is later, for those subcontracts with an annual value of more than \$50,000. All subcontracts over \$50,000 must include the same certifications that the Vendor must make as a condition of the contract. The vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State.

Delinquent Payment. The Contractor/Consultant certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with the State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The Contractor/Consultant further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the Contractor/Consultant or any affiliate is determined to be delinquent in the payment of any debt to the State during the term of the contract.

Contractor/Consultant: V3 Companies, Ltd.

Federal Employment Identification Number (FEIN): [REDACTED]

E-Mail: lgallucci@v3co.com

Include an attachment if more space is needed to provide the below information. The attachment must provide the requested information.

**NOTE for Construction Contracts:** List all known subcontractors including those identified in the Bid Package on DBE Form 2026 and VOSB Form 2026, and include any name listed in the "Under Contract To" section of these forms.

| <u>Sub-Contractor(s)/Consultant(s)</u> | <u>Sub-Contractor/Consultant FEIN</u> | <u>Address</u> | <u>General Type of Work</u> | <u>Anticipated Amount of Contract to be Paid (to extent known) Sub-Contractor (dollar value) or Sub-Consultant (percentage)</u> |
|--|---------------------------------------|----------------|-----------------------------|---|
|  |                                       |                |                             |   |
|  |                                       |                |                             |   |
|  |                                       |                |                             |   |
|  |                                       |                |                             |   |

Signature:

[REDACTED SIGNATURE]

Date: February 13, 2019

Printed Name: Louis J. Gallucci

# Certificate of Registration

**STATE BOARD OF ELECTIONS**

Registration No. 15603

**V3 Companies, Ltd.**

7325 Janes Ave

Woodridge IL 60517

Information for this business last updated on:

Wednesday, March 14, 2018

Certificate produced on Monday, April 23, 2018 at 10:06 AM



Registered  
Business  
EXHIBIT "1"

**STATE OF ILLINOIS  
TAXPAYER IDENTIFICATION NUMBER**

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: N/A

Business Name: V3 Companies, Ltd.

Taxpayer Identification Number:

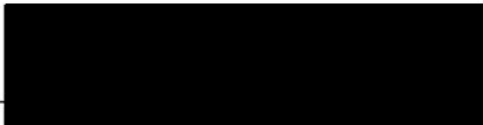
Social Security Number: N/A

or

Employer Identification Number: 

Legal Status (check one):

- |   |  |
|---|--|
| <input type="checkbox"/> Individual   | <input type="checkbox"/> Governmental  |
| <input type="checkbox"/> Sole Proprietor  | <input type="checkbox"/> Nonresident alien   |
| <input type="checkbox"/> Partnership  | <input type="checkbox"/> Estate or trust   |
| <input type="checkbox"/> Legal Services Corporation   | <input type="checkbox"/> Pharmacy (Non-Corp.)  |
| <input type="checkbox"/> Tax-exempt   | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.)                              |
| <input type="checkbox"/> Corporation providing or billing<br>medical and/or health care services                | <input type="checkbox"/> Limited Liability Company<br>(select applicable tax classification) |
| <input checked="" type="checkbox"/> Corporation NOT providing or billing<br>medical and/or health care services | <input type="checkbox"/> C = corporation   |
|   | <input type="checkbox"/> P = partnership   |

Signature of Authorized Representative: 

Date: May 13, 2019



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/20/2019

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<br>Mesirow Insurance Services, Inc.<br>353 N Clark St 11th fl<br>Chicago, IL 60654                                    | CONTACT NAME: <b>Megan Jolly</b>                                     |                     |
|  | PHONE (A/C, No, Ext): <b>(312) 595-6000</b>                          | FAX (A/C, No):      |
|  | E-MAIL ADDRESS: <b>Megan.Jolly@alliant.com</b>                       |                     |
|  | INSURER(S) AFFORDING COVERAGE  |                     |
| INSURED<br><br><b>Knight Partners, LLC<br/>Knight E/A, Inc.<br/>221 N. LaSalle Street Suite 300<br/>Chicago, IL 60601-1211</b> | INSURER A: <b>National Fire Insurance Company of Hartford</b>        | NAIC # <b>20478</b> |
|  | INSURER B: <b>Continental Insurance Company of New Jersey</b>        | <b>42625</b>        |
|  | INSURER C: <b>American Casualty Company of Reading, Pennsylvania</b> | <b>20427</b>        |
|  | INSURER D: <b>Continental Casualty Company</b>                       | <b>20443</b>        |
|  | 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<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | X         |          | 6056940717    | 02/05/2019              | 02/05/2020              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 15,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                | X         |          | 6056940703    | 02/05/2019              | 02/05/2020              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000  |           |          | 6056940684    | 02/05/2019              | 02/05/2020              | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000  |
| C        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |           | Y/N<br>N | 6056940698    | 02/05/2019              | 02/05/2020              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                 |
| D        | Professional Liab.   |           |          | AEH591916912  | 02/05/2019              | 02/05/2020              | Occ/Agg \$ 5,000,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Knight Project number 7577 for professional engineering services in connection with I-18-4701 I-490 Owner Representative, Construction Corridor Management and Construction Management (OR/CCM/CM) Services.

The Illinois State Toll Highway Authority is hereby named as additional insured for General Liability and Automobile Liability as required by written contract.

CERTIFICATE HOLDER CANCELLATION

|  |   |
|--|---|
| Illinois State Toll Highway Authority<br>2700 W. Ogden Avenue<br>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.<br><br>AUTHORIZED REPRESENTATIVE |
|--|---|

POLICY NUMBER:

COMMERCIAL AUTO  
CA 20 48 10 13

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

## DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

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

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

**Named Insured:** KNIGHT PARTNERS, LLC

**Endorsement Effective Date:** 02/05/2018

### SCHEDULE

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

SEE ENDORSEMENT

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered

Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

10020000360569407031619



POLICY NUMBER  
C 6056940703

INSURED NAME AND ADDRESS  
KNIGHT PARTNERS, LLC  
221 N LA SALLE ST STE 300  
  
CHICAGO, IL 60601-1211

POLICY CHANGES  
CA2048 - DESIGNATED INSURED BLANKET

This Change Endorsement changes the Policy. Please read it carefully. This Change Endorsement is a part of your Policy and takes effect on the effective date of your Policy, unless another effective date is shown.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED BLANKET

ANY PERSON OR ORGANIZATION THAT THE NAMED INSURED IS OBLIGATED TO PROVIDE INSURANCE WHERE REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT IS AN INSURED, BUT ONLY WITH RESPECT TO LEGAL RESPONSIBILITY FOR ACTS OR OMISSIONS OF A PERSON OR ORGANIZATION FOR WHOM LIABILITY COVERAGE IS AFFORDED UNDER THIS POLICY.



[Redacted Signature]

Chairman of the Board

[Redacted Signature]

Secretary

**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A. in the performance of your ongoing operations subject to such **written contract**; or
  - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:
    - 1. the **written contract** requires you to provide the additional insured such coverage; and
    - 2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
  - B. additional insured coverage with "arising out of" language; or
  - C. additional insured coverage to the greatest extent permissible by law;
- then paragraph I. above is deleted in its entirety and replaced by the following:
- WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A. coverage broader than required by the **written contract**; or
  - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage**, or **personal and advertising injury** arising out of:
- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
    - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    - 2. supervisory, inspection, architectural or engineering activities; or
  - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

Nat'l Fire Ins Co of Hartford  
Insured Name: KNIGHT PARTNERS, LLC

Policy No: 6056940717  
Endorsement No: 12  
Effective Date: 02/05/2018

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**EXHIBIT "1"**  
**Page 34 of 443**

40020001760569407179142



**Blanket Additional Insured - Owners, Lessees or  
Contractors - with Products-Completed  
Operations Coverage Endorsement****Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

**VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:**

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

**VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:**

**Written contract** means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
  1. the **bodily injury or property damage**; or
  2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

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

All other terms and conditions of the Policy remain unchanged.

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

CNA75079XX (10-16)  
Page 2 of 2  
Nat'l Fire Ins Co of Hartford  
Insured Name: KNIGHT PARTNERS, LLC

Policy No: 6056940717  
Endorsement No: 12  
Effective Date: 02/05/2018

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### ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

#### SCHEDULE

| Name of Additional Insured Persons Or Organizations  |
|--|
| ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED<br>BY WRITTEN CONTRACT OR WRITTEN AGREEMENT<br>TO NAME AS AN ADDITIONAL INSURED |

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II – LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

10020000360568407031639



POLICY NUMBER:

COMMERCIAL AUTO  
CA 04 44 10 13

**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:

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

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

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

**Named Insured:** KNIGHT PARTNERS, LLC

**Endorsement Effective Date:** 02/05/2018

### **SCHEDULE**

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

ANY PERSON OR ORGANIZATION FOR WHOM  
OR WHICH YOU ARE REQUIRED BY WRITTEN  
CONTRACT OR AGREEMENT TO OBTAIN THIS  
WAIVER FROM US. YOU MUST AGREE TO THAT  
REQUIREMENT PRIOR TO LOSS.

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

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

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**Contractors' General Liability Extension Endorsement**

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

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| 22. Property Damage - Elevators  |
| 23. Supplementary Payments   |
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## Contractors' General Liability Extension Endorsement

## 1. ADDITIONAL INSUREDS

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

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

(2) was executed prior to:

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

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

for which such additional insured seeks coverage.

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

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

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

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

**A. Controlling Interest**

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

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

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

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

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

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

**C. Lessor of Equipment**

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

**D. Lessor of Land**

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The

**Contractors' General Liability Extension Endorsement**

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

**E. Lessor of Premises**

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

**F. Mortgagee, Assignee or Receiver**

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

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

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

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

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

The coverage granted by this paragraph does not apply to:

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

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

**H. Trade Show Event Lessor**

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:

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Nat'l Fire Ins Co of Hartford

Insured Name: KNIGHT PARTNERS, LLC

Policy No: 6056940717  
Endorsement No: 6  
Effective Date: 02/05/2018

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**Contractors' General Liability Extension Endorsement**

- a. the **Named Insured's** acts or omissions; or
  - b. the acts or omissions of those acting on the **Named Insured's** behalf,  
in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

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

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

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

**3. BODILY INJURY – EXPANDED DEFINITION**

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

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

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

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

**A. BROAD KNOWLEDGE OF OCCURRENCE**

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

**B. NOTICE OF OCCURRENCE**

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

**5. BROAD NAMED INSURED**

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

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:
  - a. on the effective date of this **Coverage Part**; or



Contractors' General Liability Extension Endorsement

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

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

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

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
- B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

- 4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
  - a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
  - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
- 5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. **BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK**

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions **k.** and **l.** and replace them with the following:

This insurance does not apply to:

k. **Damage to Your Product**

**Property damage to your product** arising out of it, or any part of it except when caused by or resulting from:

- (1) fire;
- (2) smoke;
- (3) collapse; or
- (4) explosion.

l. **Damage to Your Work**

**Property damage to your work** arising out of it, or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply:

- (1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or

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(2) If the cause of loss to the damaged work arises as a result of:

- (a) fire;
- (b) smoke;
- (c) collapse; or
- (d) explosion.

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

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage** to **your product** and **your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage** to **your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

#### 7. CONTRACTUAL LIABILITY – RAILROADS

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

**Insured Contract** means:

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

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

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

#### 8. ELECTRONIC DATA LIABILITY

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Nat'l Fire Ins Co of Hartford  
Insured Name: KNIGHT PARTNERS, LLC

Policy No: 6056940717  
Endorsement No: 6  
Effective Date: 02/05/2018



Contractors' General Liability Extension Endorsement

A. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete exclusion p. Electronic Data and replace it with the following:

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
(2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data that does not result from physical injury to tangible property.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of bodily injury.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the Named Insured or others arising out of that which is described in Paragraph (1) or (2) above.

B. The following paragraph is added to LIMITS OF INSURANCE:

Subject to 5. above, \$100,000 is the most the Insurer will pay under Coverage A for all damages arising out of any one occurrence because of property damage that results from physical injury to tangible property and arises out of electronic data.

C. The following definition is added to DEFINITIONS:

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

D. For the purpose of the coverage provided by this ELECTRONIC DATA LIABILITY Provision, the definition of property damage in DEFINITIONS is replaced by the following:

Property damage means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it; or
c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate electronic data, resulting from physical injury to tangible property. All such loss of electronic data shall be deemed to occur at the time of the occurrence that caused it.

For the purposes of this insurance, electronic data is not tangible property.

E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this ELECTRONIC DATA LIABILITY Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and spouses of any natural person Insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and spouses only for

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**Contractors' General Liability Extension Endorsement**

**claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

**10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE**

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

This insurance does not apply to:

**Expected or Intended Injury**

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

**11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT**

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

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

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

B. All:

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

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.



**Contractors' General Liability Extension Endorsement**

- E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

**12. IN REM ACTIONS**

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

**13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE**

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

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

- b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:
  - (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
  - (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

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

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

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

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

This insurance does not apply to:

**Contractual Liability**

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

iii. add the following additional exclusions:

This insurance does not apply to:

**Discrimination**

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

**Dishonesty or Crime**

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

**Medicare/Medicaid Fraud**

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

**Services Excluded by Endorsement**

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

**C. DEFINITIONS** is amended to:

## i. add the following definitions:

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

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

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

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

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

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

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

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

## a. add the following:

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

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



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(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

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

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

(1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

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

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

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

**Other Insurance**

b. **Excess Insurance**

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

14. **JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES**

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

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

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

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

15. **LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL**

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

This insurance does not apply to:

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## j. Damage to Property

## Property damage to:

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

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

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

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

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

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

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

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

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;
- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

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



Contractors' General Liability Extension Endorsement

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

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

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

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

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

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

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

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

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

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

16. LIQUOR LIABILITY

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

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

17. MEDICAL PAYMENTS

A. LIMITS OF INSURANCE is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

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

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

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**Contractors' General Liability Extension Endorsement**

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

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

**18. NON-OWNED AIRCRAFT**

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

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

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

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

**19. NON-OWNED WATERCRAFT**

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

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

- (a) less than 75 feet long; and
- (b) not being used to carry persons or property for a charge.

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

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

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

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

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

This insurance does not apply to:

**Knowing Violation of Rights of Another**

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

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

2. add the following exclusions:



Contractors' General Liability Extension Endorsement

This insurance does not apply to:

Employment Related Discrimination

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

Premises Related Discrimination

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

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

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

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

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

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

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

1. Paragraph 2.d. is replaced by the following:

d. The allegations in the suit and the information the Insurer knows about the offense alleged in such suit are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as defense costs. Such payments will not be deemed to be damages for personal and advertising injury and will not reduce the limits of insurance.

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

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

22. PROPERTY DAMAGE - ELEVATORS

A. Under COVERAGES, Coverage A - Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended such that the Damage to Your Product Exclusion and subparagraphs (3), (4) and (6) of the Damage to Property Exclusion do not apply to property damage that results from the use of elevators.

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**Contractors' General Liability Extension Endorsement**

- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

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

**23. SUPPLEMENTARY PAYMENTS**

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

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

**24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

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

**25. WAIVER OF SUBROGATION - BLANKET**

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

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

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

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

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

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

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

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

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

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

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor



Contractors' General Liability Extension Endorsement

2. Bodily injury or property damage included within the products-completed operations hazard that arises out of those portions of the project that are not residential structures.

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

This insurance is excess over:

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

C. DEFINITIONS is amended to add the following definitions:

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

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

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

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

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

All other terms and conditions of the Policy remain unchanged.

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

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**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 shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

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

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 9; Page: 1 of 1

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 333 S Wabash Ave,  
Chicago, IL 60604

Policy No: WC 6 56940698

Policy Effective Date: 02/05/2018

Policy Page: 41 of 57

**EXHIBIT "1"**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/22/2019

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<br>Willis of Illinois, Inc.<br>c/o 26 Century Blvd<br>P.O. Box 305191<br>Nashville, TN 372305191 USA | CONTACT NAME:<br>PHONE (A/C, No, Ext): 1-877-945-7378 | FAX (A/C, No): 1-888-467-2378 |        |
|   | E-MAIL ADDRESS: certificates@willis.com               |                               |        |
| INSURED<br>V3 Companies Ltd.<br>7325 Janes Avenue, Suite 100<br>Woodridge, IL 60517                           | INSURER(S) AFFORDING COVERAGE                         |                               | NAIC # |
|   | INSURER A: Continental Insurance Company              |                               | 35289  |
|   | INSURER B: Valley Forge Insurance Company             |                               | 20508  |
|   | INSURER C: Berkley Insurance Company                  |                               | 32603  |
|   | INSURER D:  |                               |        |
|   | INSURER E:  |                               |        |

COVERAGES      CERTIFICATE NUMBER: W11311634      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<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  | Y         | Y        | 6045653373     | 01/01/2019              | 01/01/2020              | EACH OCCURRENCE                     | \$ 1,000,000   |
|          |   |           |          |                |                         |                         | \$ 1,000,000                        |  |
|          | MED EXP (Any one person)  |           |          |                |                         |                         | \$ 15,000                           |  |
|          | <input type="checkbox"/> GENL AGGREGATE LIMIT APPLIES PER<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER:              |           |          |                |                         |                         | PERSONAL & ADV INJURY               | \$ 1,000,000   |
|          |   |           |          |                |                         |                         | GENERAL AGGREGATE                   | \$ 2,000,000   |
|          |   |           |          |                |                         |                         | PRODUCTS - COMP/OP AGG              | \$ 2,000,000   |
|          |   |           |          |                |                         |                         |                                     | \$   |
|          | <b>AUTOMOBILE LIABILITY</b>   |           |          |                |                         |                         | COMBINED SINGLE LIMIT (Ea accident) | \$   |
|          | <input type="checkbox"/> ANY AUTO   |           |          |                |                         |                         | BODILY INJURY (Per person)          | \$   |
|          | <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS  |           |          |                |                         |                         | BODILY INJURY (Per accident)        | \$   |
|          | <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY   |           |          |                |                         |                         | PROPERTY DAMAGE (Per accident)      | \$   |
|          |   |           |          |                |                         |                         |                                     | \$   |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE                      |           |          | 6045653390     | 01/01/2019              | 01/01/2020              | EACH OCCURRENCE                     | \$ 12,000,000  |
|          | <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000  |           |          |                |                         |                         | AGGREGATE                           | \$ 12,000,000  |
|          |   |           |          |                |                         |                         |                                     | \$   |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N       | N/A      | Y              | 6045653423              | 01/01/2019              | 01/01/2020                          | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT    \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE    \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT    \$ 1,000,000 |
| C        | Professional Liability  |           |          | AEC-9025785-03 | 01/01/2019              | 01/01/2020              | Per Claim                           | \$5,000,000  |
|          |   |           |          |                |                         |                         | Aggregate                           | \$10,000,000   |

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

Contract # I-18-4701

Elgin O'Hare Western Access Project Owners Rep/Construction Corridor Management/Construction Management

The Illinois State Toll Highway Authority is included as an Additional Insured as respects to General Liability as required by written contract.

## CERTIFICATE HOLDER

Illinois State Toll Highway Authority  
2700 W Ogden Ave  
Downers Grove, IL 60515

## CANCELLATION

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



EXHIBIT "1"

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### ADDITIONAL REMARKS SCHEDULE

|                                    |                         |   |  |
|------------------------------------|-------------------------|---|--|
| AGENCY<br>Willis of Illinois, Inc. |                         | NAMED INSURED<br>V3 Companies Ltd.<br>7325 Janes Avenue, Suite 100<br>Woodridge, IL 60517 |  |
| POLICY NUMBER<br>See Page 1        |                         | EFFECTIVE DATE: See Page 1  |  |
| CARRIER<br>See Page 1              | NAIC CODE<br>See Page 1 |   |  |

**ADDITIONAL REMARKS**

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

General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured.

Waiver of Subrogation applies in favor of Illinois State Toll Highway Authority with respects to General Liability and Workers Compensation as permitted by law.



**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. The **WHO IS AN INSURED** section is amended to add as an **Insured** any person or organization whom the **Named Insured** is required by **written contract** to add as an additional insured on this **coverage part**, including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:
  - A. unless paragraph B. below applies,
    - 1. **bodily injury, property damage, or personal and advertising injury** caused in whole or in part by the acts or omissions by or on behalf of the **Named Insured** and in the performance of such **Named Insured's** ongoing operations as specified in such **written contract**; or
    - 2. **bodily injury or property damage** caused in whole or in part by **your work** and included in the **products-completed operations hazard**, and only if
      - a. the **written contract** requires the **Named Insured** to provide the additional insured such coverage; and
      - b. this **coverage part** provides such coverage.
  - B. **bodily injury, property damage, or personal and advertising injury** arising out of **your work** described in such **written contract**, but only if:
    - 1. this **coverage part** provides coverage for **bodily injury or property damage** included within the **products completed operations hazard**; and
    - 2. the **written contract** specifically requires the **Named Insured** to provide additional insured coverage under the 11-85 or 10-01 edition of CG2010 or the 10-01 edition of CG2037.
- II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
  - A. coverage broader than required by the **written contract**; or
  - B. a higher limit of insurance than required by the **written contract**.
- III. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
  - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
    - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    - 2. supervisory, inspection, architectural or engineering activities; or
  - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- IV. Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance is required by **written**

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**Blanket Additional Insured - Owners, Lessees or  
Contractors - with Products-Completed  
Operations Coverage Endorsement**

**contract** to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

- V. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
4. tender the defense and indemnity of any **claim** to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph (4) does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

- VI. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

**Written contract** means a written contract or written agreement that requires the **Named Insured** to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
  1. the **bodily injury** or **property damage**; or
  2. the offense that caused the **personal and advertising injury**for which the additional insured seeks coverage.

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

All other terms and conditions of the Policy remain unchanged.

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

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

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

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

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

**22. PROPERTY DAMAGE - ELEVATORS**

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

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

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

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

**24. SUPPLEMENTARY PAYMENTS**

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

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

**25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

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

**26. WAIVER OF SUBROGATION - BLANKET**

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

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

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

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



Architects, Engineers and Surveyors General Liability Extension Endorsement

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

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

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

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

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

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

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

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

This insurance is excess over:

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

C. DEFINITIONS is amended to add the following definitions:

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

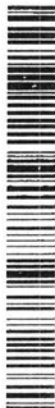
Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

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

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

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**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 shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

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

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 5; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 333 S Wabash Ave, Chicago, IL 60604

Policy No: WC 6 45653423 Policy

Effective Date: 01/01/2019

Policy Page: 1 of 1

**EXHIBIT "1"**

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/23/2019

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><br>DSP Insurance<br>1900 E. Golf Road<br>Suite 650<br>Schaumburg IL 60173 | <b>CONTACT NAME:</b> John Adams             | <b>FAX (A/C, No):</b> (847) 934-6186     |
|   | <b>PHONE (A/C, No, Ext):</b> (847) 934-6100 | <b>E-MAIL ADDRESS:</b> jmillerdspins.com |
| <b>INSURER(S) AFFORDING COVERAGE</b>  |   | <b>NAIC #</b>                            |
| <b>INSURER A:</b> Travelers Property And Casualty   |   | 25674                                    |
| <b>INSURER B:</b>   |   |  |
| <b>INSURER C:</b>   |   |  |
| <b>INSURER D:</b>   |   |  |
| <b>INSURER E:</b>   |   |  |
| <b>INSURER F:</b>   |   |  |

**INSURED**  
 V3 Companies Ltd.  
 V3 Companies of Illinois, Ltd.  
 7325 Janes Avenue  
 Suite 100  
 Woodridge IL 60517

**COVERAGES**                      **CERTIFICATE NUMBER:** Cert ID 25885                      **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   |    |
|----------|--|-----------|----------|------------------|-------------------------|-------------------------|--|----|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER                             |           |          |                  |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$ |    |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY<br><input type="checkbox"/> OTHER |           |          | 8100N7064161926G | 01/01/2019              | 10/26/2019              | COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b><br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                   |    |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED    RETENTION \$  |           |          |                  |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$   |    |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N       | N/A      |                  |                         |                         | PER STATUTE    OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$  |    |
|          |  |           |          |                  |                         |                         | \$   | \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Contract #1-18-4701 Elgin O'Hare Western Access Project Owners Rep/Construction Corridor Management/Construction Management  
 Illinois State Toll Highway Authority added as an Additional Insured as required by written contract.


|  |   |
|--|---|
| <b>CERTIFICATE HOLDER</b><br><br>Illinois State Toll Highway Authority<br><br>2700 W. Ogden Avenue<br><br>Downers Grove IL 60515 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br><b>AUTHORIZED REPRESENTATIVE</b><br> |
|--|---|

EXHIBIT "1"

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

## **BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:  
BUSINESS AUTO COVERAGE FORM

### **PROVISIONS**

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

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

Owner's Representative  
KNIV3C\_TM



**Exhibit B-LS  
CONTRACT OVERVIEW**

Prime Consultant: KNIV3C\_TM

Prime Consultant Tax ID#: [REDACTED]

Contract Number: I-18-4701

Proj. Description: EOWA Corridor (OR Services)

Estimated Start Date: 8/1/2019

Substantial Completion Date: 12/31/2025

Period Duration: Monthly

Exhibit E-LS must be submitted for each subconsultant listed below.

| Consultants              | Abbv.  | DBE | VOSB* | Value                   | %              | ± |
|--------------------------|--------|-----|-------|-------------------------|----------------|---|
| PRIME Knight E/A, Inc.   | Knight |     |       | \$ 11,467,375.20        | 81.20%         |   |
| 1 V3 Companies, LTD      | V3     |     |       | \$ 2,655,023.40         | 18.80%         |   |
| 2                        |        |     |       | \$ -                    | 0.00%          |   |
| 3                        |        |     |       | \$ -                    | 0.00%          |   |
| 4                        |        |     |       | \$ -                    | 0.00%          |   |
| 5                        |        |     |       | \$ -                    | 0.00%          |   |
| 6                        |        |     |       | \$ -                    | 0.00%          |   |
| 7                        |        |     |       | \$ -                    | 0.00%          |   |
| 8                        |        |     |       | \$ -                    | 0.00%          |   |
| 9                        |        |     |       | \$ -                    | 0.00%          |   |
| 10                       |        |     |       | \$ -                    | 0.00%          |   |
| 11                       |        |     |       | \$ -                    | 0.00%          |   |
| 12                       |        |     |       | \$ -                    | 0.00%          |   |
| 13                       |        |     |       | \$ -                    | 0.00%          |   |
| 14                       |        |     |       | \$ -                    | 0.00%          |   |
| 15                       |        |     |       | \$ -                    | 0.00%          |   |
| <b>TOTAL</b>             |        |     |       | <b>\$ 14,122,398.60</b> | <b>100.00%</b> |   |
| <b>Prime - KNIV3C_TM</b> |        |     |       | <b>\$ 14,122,398.60</b> | <b>100.00%</b> |   |
| <b>DBE Consultants</b>   |        |     |       | <b>\$ -</b>             | <b>0.00%</b>   |   |
| <b>VOSB Consultants</b>  |        |     |       | <b>\$ -</b>             | <b>0.00%</b>   |   |
| <b>Other Consultants</b> |        |     |       | <b>\$ -</b>             | <b>0.00%</b>   |   |

\*Note: A VOSB subconsultant cannot also be indicated as a DBE.

±: Indicates that a consultant contract value and/or funding allocation has been modified subsequent to the original NTP date

ADDITIONAL SERVICES\* \$ -

\*Additional services funds require prior authorization before use

UPPER LIMIT OF COMPENSATION \$ 14,122,398.60



**Exhibit F-LS : Attachment B**  
**CONTRACT TASK TOTALS**

Contract Number: I-18-4701  
 Project Description: EOWA Corridor (OR Services)

Knight EIA, Inc.

| TASK         | DESCRIPTION                               | TOTAL           | PRIME           |         |         | 1              |         |         | 2      |         |        | 3      |         |        |
|--------------|---|-----------------|-----------------|---------|---------|----------------|---------|---------|--------|---------|--------|--------|---------|--------|
|              |   |                 | Knight          |         |         | V3             |         |         |        |         |        |        |         |        |
|              |   |                 | \$              | % Cont. | % Task  | \$             | % Cont. | % Task  | \$     | % Cont. | % Task | \$     | % Cont. | % Task |
| A            | Tollway Management Coordination           | \$2,655,023.40  | \$0.00          | 0.00%   | 0.00%   | \$2,655,023.40 | 18.80%  | 100.00% | \$0.00 | 0.00%   | 0.00%  | \$0.00 | 0.00%   | 0.00%  |
| B            | Project Management                        | \$5,681,461.61  | \$5,681,461.61  | 40.23%  | 100.00% | \$0.00         | 0.00%   | 0.00%   | \$0.00 | 0.00%   | 0.00%  | \$0.00 | 0.00%   | 0.00%  |
| C            | Railroad/Stakeholder Coordination         | \$2,930,526.00  | \$2,930,526.00  | 20.75%  | 100.00% | \$0.00         | 0.00%   | 0.00%   | \$0.00 | 0.00%   | 0.00%  | \$0.00 | 0.00%   | 0.00%  |
| D            | Railroad Design/Construction Coordination | \$2,855,387.59  | \$2,855,387.59  | 20.22%  | 100.00% | \$0.00         | 0.00%   | 0.00%   | \$0.00 | 0.00%   | 0.00%  | \$0.00 | 0.00%   | 0.00%  |
| E            |   | \$0.00          | \$0.00          | 0.00%   |         | \$0.00         | 0.00%   |         | \$0.00 | 0.00%   |        | \$0.00 | 0.00%   |        |
| F            |   | \$0.00          | \$0.00          | 0.00%   |         | \$0.00         | 0.00%   |         | \$0.00 | 0.00%   |        | \$0.00 | 0.00%   |        |
| G            |   | \$0.00          | \$0.00          | 0.00%   |         | \$0.00         | 0.00%   |         | \$0.00 | 0.00%   |        | \$0.00 | 0.00%   |        |
| H            |   | \$0.00          | \$0.00          | 0.00%   |         | \$0.00         | 0.00%   |         | \$0.00 | 0.00%   |        | \$0.00 | 0.00%   |        |
| I            |   | \$0.00          | \$0.00          | 0.00%   |         | \$0.00         | 0.00%   |         | \$0.00 | 0.00%   |        | \$0.00 | 0.00%   |        |
| J            |   | \$0.00          | \$0.00          | 0.00%   |         | \$0.00         | 0.00%   |         | \$0.00 | 0.00%   |        | \$0.00 | 0.00%   |        |
| K            |   | \$0.00          | \$0.00          | 0.00%   |         | \$0.00         | 0.00%   |         | \$0.00 | 0.00%   |        | \$0.00 | 0.00%   |        |
| <b>TOTAL</b> |   | \$14,122,398.60 | \$11,467,375.20 | 81.2%   |         | \$2,655,023.40 | 18.8%   |         | \$0.00 | 0.0%    |        | \$0.00 | 0.0%    |        |

# EOWA Corridor (OR)

Contract Number: I-18-4701

PRIME: KNIV3C\_TM

| TASK NO  | Sub Task | Subtask Deliv. | DESCRIPTION                           | PRIME            |                 | 1              |                |                |
|--|----------|----------------|---------------------------------------|------------------|-----------------|----------------|----------------|----------------|
|  |          |                |                                       | Knight           |                 | V3             |                |                |
|  |          |                |                                       | Hrs              | \$              | Hrs            | \$             |                |
|  |          |                |                                       | 25,700           | \$11,467,375.20 | 5,400          | \$2,655,023.40 |                |
| <b>A Tollway Management Coordination</b>           |          |                |                                       |                  |                 |                |                |                |
|  |          |                | <b>1 Project Executive</b>            |                  |                 | 5,400          | \$2,655,023.40 |                |
|  |          |                |                                       |                  |                 |                |                |                |
|  |          |                |                                       |                  |                 |                |                |                |
|  |          |                |                                       | <b>SUBTOTAL:</b> | 0               | \$0.00         | 5,400          | \$2,655,023.40 |
| <b>B Project Management</b>                        |          |                |                                       |                  |                 |                |                |                |
|  |          |                | <b>1 Project Manager</b>              | 12,600           | \$4,976,518.68  |                |                |                |
|  |          |                |                                       |                  |                 |                |                |                |
|  |          |                |                                       |                  |                 |                |                |                |
|  |          |                |                                       |                  |                 |                |                |                |
|  |          |                | <b>2 Subtask (as needed)</b>          |                  |                 |                |                |                |
|  |          |                |                                       |                  |                 |                |                |                |
|  |          |                |                                       | <b>SUBTOTAL:</b> | 15,250          | \$5,681,461.61 | 0              | \$0.00         |
| <b>C Railroad/Stakeholder Coordination</b>         |          |                |                                       |                  |                 |                |                |                |
|  |          |                | <b>1 Advisor</b>                      | 3,600            | \$2,930,526.00  |                |                |                |
|  |          |                |                                       |                  |                 |                |                |                |
|  |          |                |                                       |                  |                 |                |                |                |
|  |          |                | <b>2 Communications</b>               | 2,650            | \$704,942.93    |                |                |                |
|  |          |                |                                       |                  |                 |                |                |                |
|  |          |                |                                       | <b>SUBTOTAL:</b> | 3,600           | \$2,930,526.00 | 0              | \$0.00         |
| <b>D Railroad Design/Construction Coordination</b> |          |                |                                       |                  |                 |                |                |                |
|  |          |                | <b>1 Railroad Point of Contact</b>    | 4,200            | \$2,065,018.20  |                |                |                |
|  |          |                |                                       |                  |                 |                |                |                |
|  |          |                |                                       |                  |                 |                |                |                |
|  |          |                | <b>2 Railroad Engineering Advisor</b> | 2,650            | \$790,369.39    |                |                |                |
|  |          |                |                                       |                  |                 |                |                |                |
|  |          |                |                                       | <b>SUBTOTAL:</b> | 6,850           | \$2,855,387.59 | 0              | \$0.00         |

# Contract Information Sheet

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

Joint Venture / Team: Knight E/A, Inc. / V3 Companies LTD  
KNIV3C\_TM

Lead Partner: Knight E/A, Inc.

2nd Partner: V3 Companies LTD

3rd Partner: \_\_\_\_\_

Contract Number: I-18-4701

Proposal Date: 5/24/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-18-4701

Joint Venture / Team: Knight E/A, Inc. / V3 Companies LTD

KNIV3C\_TM

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK                                | MONTHS of YEAR 2019 |     |     |     |     |     |      |      |      |      |      |      | TOTAL HOURS |                             |      |
|-------------------------------------|---------------------|-----|-----|-----|-----|-----|------|------|------|------|------|------|-------------|-----------------------------|------|
|                                     | Jan                 | Feb | Mar | Apr | May | Jun | Jul  | Aug  | Sep  | Oct  | Nov  | Dec  |             | Grand Total Exhibit A Hours |      |
| Deputy Corridor Manager             |                     |     |     |     |     |     |      | 160  | 320  |      |      |      | 400         | 320                         | 1520 |
| Project Engineer                    |                     |     |     |     |     |     |      | 240  | 400  |      |      |      | 480         | 400                         | 1920 |
| Bridge Engineers                    |                     |     |     |     |     |     | 200  | 260  | 240  |      |      |      | 250         | 120                         | 1310 |
| QC/QA                               |                     |     |     |     |     |     | 20   | 20   | 20   |      |      |      | 20          | 20                          | 120  |
| Design Support                      |                     |     |     |     |     |     | 40   | 40   | 40   |      |      |      | 40          | 20                          | 220  |
| Construction Corridor Manager (CCM) |                     |     |     |     |     |     |      |      |      |      |      |      | 200         | 200                         | 400  |
| Deputy CCM                          |                     |     |     |     |     |     |      |      |      |      |      |      | 380         | 380                         | 760  |
| Project Engineer                    |                     |     |     |     |     |     |      |      | 840  |      |      |      | 260         | 260                         | 2200 |
| Resident Engineers                  |                     |     |     |     |     |     | 200  | 260  | 240  |      |      |      | 250         | 120                         | 1310 |
| Asst Resident Engineers             |                     |     |     |     |     |     | 200  | 260  | 240  |      |      |      | 250         | 120                         | 1310 |
| Documentation Engineers             |                     |     |     |     |     |     | 180  | 250  | 200  |      |      |      | 250         | 120                         | 1200 |
| Asst Office Engineer                |                     |     |     |     |     |     | 200  | 260  | 240  |      |      |      | 250         | 120                         | 1310 |
| Materials Engineer                  |                     |     |     |     |     |     | 20   | 20   | 20   |      |      |      | 20          | 20                          | 120  |
| QC/QA                               |                     |     |     |     |     |     |      |      |      |      |      |      |             |                             |      |
|                                     |                     |     |     |     |     |     |      |      |      |      |      |      |             |                             |      |
|                                     |                     |     |     |     |     |     |      |      |      |      |      |      |             |                             |      |
|                                     |                     |     |     |     |     |     |      |      |      |      |      |      |             |                             |      |
|                                     |                     |     |     |     |     |     |      |      |      |      |      |      |             |                             |      |
|                                     |                     |     |     |     |     |     |      |      |      |      |      |      |             |                             |      |
|                                     |                     |     |     |     |     |     |      |      |      |      |      |      |             |                             |      |
|                                     |                     |     |     |     |     |     |      |      |      |      |      |      |             |                             |      |
|                                     |                     |     |     |     |     |     |      |      |      |      |      |      |             |                             |      |
|                                     |                     |     |     |     |     |     |      |      |      |      |      |      |             |                             |      |
|                                     |                     |     |     |     |     |     |      |      |      |      |      |      |             |                             |      |
|                                     |                     |     |     |     |     |     |      |      |      |      |      |      |             |                             |      |
| <b>TOTALS</b>                       |                     |     |     |     |     |     | 1060 | 1770 | 2800 | 2800 | 3050 | 2220 | 2800        | 13700                       |      |

Contract Number: I-18-4701

Joint Venture / Team:

Knight E/A, Inc. / V3 Companies LTD KNIV3C\_TM

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK                                | MONTHS of YEAR 2020 |             |             |             |             |             |             |             |             |             |             |             | TOTAL HOURS  |
|-------------------------------------|---------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------|
|                                     | Jan                 | Feb         | Mar         | Apr         | May         | Jun         | Jul         | Aug         | Sep         | Oct         | Nov         | Dec         |              |
| Deputy Corridor Manager             | 400                 | 320         | 320         | 360         | 440         | 360         | 360         | 360         | 360         | 440         | 360         | 320         | 4400         |
| Project Engineer                    | 500                 | 420         | 420         | 460         | 540         | 460         | 460         | 460         | 460         | 540         | 460         | 420         | 5600         |
| Resident Engineer                   |                     |             |             |             |             | 130         | 160         | 160         | 200         | 250         | 160         | 80          | 1140         |
| Asst Resident Engineers             |                     |             |             |             |             |             | 160         | 160         | 200         | 250         | 160         | 80          | 1010         |
| Documentation Engineers             |                     |             |             |             |             |             | 160         | 160         | 200         | 250         | 160         | 120         | 1050         |
| Materials Engineer                  |                     |             |             |             |             |             | 160         | 160         | 200         | 200         | 160         | 80          | 960          |
| Bridge Engineers                    | 80                  | 160         | 200         | 240         | 260         | 240         | 260         | 240         | 240         | 260         | 200         | 80          | 2460         |
| QC/QA                               | 10                  | 20          | 20          | 20          | 20          | 20          | 20          | 20          | 20          | 20          | 20          | 10          | 220          |
| Design Support                      | 20                  | 20          | 40          | 40          | 40          | 40          | 40          | 40          | 40          | 40          | 20          | 20          | 400          |
| Construction Corridor Manager (CCM) | 200                 | 200         | 200         | 200         | 200         | 200         | 200         | 200         | 200         | 200         | 200         | 200         | 2400         |
| Deputy CCM                          | 380                 | 380         | 380         | 380         | 380         | 380         | 380         | 380         | 380         | 380         | 380         | 380         | 4560         |
| Project Engineer                    | 540                 | 540         | 540         | 540         | 540         | 540         | 540         | 540         | 540         | 540         | 540         | 540         | 6480         |
| Resident Engineer                   | 80                  | 160         | 200         | 240         | 260         | 240         | 260         | 240         | 240         | 260         | 200         | 80          | 2460         |
| Asst Resident Engineers             | 80                  | 160         | 200         | 240         | 260         | 240         | 260         | 240         | 240         | 260         | 200         | 80          | 2460         |
| Documentation Engineers             | 160                 | 200         | 200         | 200         | 250         | 200         | 250         | 200         | 240         | 190         | 200         | 120         | 2410         |
| Asst Office Engineer                |                     |             |             |             |             |             |             |             |             |             |             |             |              |
| Materials Engineer                  | 80                  | 160         | 200         | 240         | 260         | 240         | 260         | 240         | 240         | 240         | 200         | 80          | 2440         |
| Roadway Engineers                   |                     |             |             |             |             |             |             |             |             |             |             |             |              |
| QC/QA                               | 10                  | 20          | 20          | 20          | 20          | 20          | 20          | 20          | 20          | 20          | 20          | 10          | 220          |
| <b>TOTALS</b>                       | <b>2540</b>         | <b>2760</b> | <b>2940</b> | <b>3180</b> | <b>3470</b> | <b>3310</b> | <b>3950</b> | <b>3820</b> | <b>4220</b> | <b>4590</b> | <b>3800</b> | <b>2780</b> | <b>41360</b> |

EXHIBIT "1"

Contract Number: I-18-4701

Joint Venture / Team:

Knight E/A, Inc. / V3 Companies LTD KNIV3C\_TM

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  |             |
| Deputy Corridor Manager             | 320                 | 320  | 320  | 440  | 360  | 360  | 440  | 360  | 360  | 440  | 360  | 320  | 4400        |
| Project Engineer                    | 420                 | 420  | 420  | 540  | 470  | 470  | 550  | 470  | 470  | 550  | 460  | 430  | 5670        |
| Resident Engineer                   | 80                  | 160  | 200  | 220  | 200  | 200  | 220  | 200  | 200  | 220  | 160  | 80   | 2140        |
| Asst Resident Engineers             | 80                  | 160  | 200  | 220  | 200  | 200  | 220  | 200  | 200  | 220  | 160  | 80   | 2140        |
| Documentation Engineers             | 80                  | 160  | 200  | 220  | 200  | 200  | 220  | 200  | 200  | 220  | 160  | 80   | 2140        |
| Materials Engineer                  | 80                  | 160  | 200  | 220  | 200  | 200  | 220  | 200  | 200  | 220  | 160  | 80   | 2140        |
| Bridge Engineers                    | 80                  | 160  | 200  | 260  | 240  | 240  | 260  | 240  | 240  | 260  | 200  | 80   | 2460        |
| QC/QA                               | 10                  | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 10   | 220         |
| Design Support                      | 20                  | 20   | 40   | 40   | 40   | 40   | 40   | 40   | 40   | 40   | 20   | 20   | 400         |
| Construction Corridor Manager (CCM) | 200                 | 200  | 200  | 200  | 200  | 200  | 200  | 200  | 200  | 200  | 200  | 200  | 2400        |
| Deputy CCM                          | 380                 | 380  | 380  | 380  | 380  | 380  | 380  | 380  | 380  | 380  | 380  | 380  | 4560        |
| Project Engineer                    | 540                 | 540  | 540  | 540  | 540  | 540  | 540  | 540  | 540  | 540  | 540  | 540  | 6480        |
| Resident Engineer                   | 80                  | 160  | 200  | 260  | 240  | 240  | 260  | 240  | 240  | 260  | 200  | 80   | 2460        |
| Asst Resident Engineers             | 80                  | 160  | 200  | 260  | 240  | 240  | 260  | 240  | 240  | 260  | 200  | 80   | 2460        |
| Documentation Engineers             | 80                  | 160  | 200  | 220  | 200  | 200  | 220  | 200  | 200  | 220  | 160  | 80   | 2140        |
| Asst Office Engineer                | 80                  | 160  | 200  | 220  | 200  | 200  | 220  | 200  | 200  | 220  | 160  | 80   | 1560        |
| Materials Engineer                  | 80                  | 160  | 200  | 220  | 200  | 200  | 220  | 200  | 200  | 220  | 160  | 80   | 2140        |
| Roadway Engineers                   | 80                  | 160  | 200  | 220  | 200  | 200  | 220  | 200  | 200  | 220  | 160  | 80   | 2140        |
| QC/QA                               | 10                  | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 10   | 220         |
| <b>TOTALS</b>                       | 2700                | 3520 | 4100 | 4700 | 4310 | 4310 | 4710 | 4310 | 4310 | 4710 | 3880 | 2710 | 48270       |

Contract Number: I-18-4701

Joint Venture / Team:

Knight E/A, Inc. / V3 Companies LTD KNIV3C\_TM

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  |             |
| Deputy Corridor Manager             | 320                 | 320  | 320  | 440  | 360  | 360  | 440  | 360  | 440  | 360  | 360  | 320  | 4400        |
| Project Engineer                    | 420                 | 420  | 420  | 540  | 460  | 460  | 540  | 460  | 540  | 460  | 460  | 420  | 5600        |
| Resident Engineer                   | 80                  | 160  | 200  | 250  | 200  | 200  | 250  | 200  | 250  | 200  | 200  | 80   | 2270        |
| Asst Resident Engineers             | 80                  | 160  | 200  | 250  | 200  | 200  | 250  | 200  | 250  | 200  | 200  | 80   | 2270        |
| Documentation Engineers             | 80                  | 160  | 200  | 250  | 200  | 200  | 250  | 200  | 250  | 200  | 200  | 80   | 2270        |
| Materials Engineer                  | 80                  | 160  | 200  | 250  | 200  | 200  | 250  | 200  | 250  | 200  | 200  | 80   | 2270        |
| Bridge Engineers                    | 80                  | 160  | 200  | 250  | 200  | 200  | 250  | 200  | 250  | 200  | 200  | 80   | 2270        |
| QC/QA                               | 10                  | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 10   | 220         |
| Design Support                      | 20                  | 20   | 40   | 40   | 40   | 40   | 40   | 40   | 40   | 40   | 20   | 20   | 400         |
| Construction Corridor Manager (CCM) | 200                 | 200  | 200  | 200  | 200  | 200  | 200  | 200  | 200  | 200  | 200  | 200  | 2400        |
| Deputy CCM                          | 380                 | 380  | 380  | 380  | 380  | 380  | 380  | 380  | 380  | 380  | 380  | 380  | 4560        |
| Project Engineer                    | 640                 | 640  | 640  | 640  | 640  | 640  | 640  | 640  | 640  | 640  | 640  | 640  | 7680        |
| Resident Engineer                   | 80                  | 160  | 360  | 450  | 360  | 200  | 250  | 200  | 250  | 200  | 160  | 80   | 2750        |
| Asst Resident Engineers             | 80                  | 160  | 200  | 250  | 200  | 200  | 250  | 200  | 250  | 200  | 200  | 80   | 2270        |
| Documentation Engineers             | 80                  | 160  | 200  | 250  | 200  | 200  | 250  | 200  | 250  | 200  | 200  | 80   | 2270        |
| Materials Engineer                  | 80                  | 160  | 200  | 250  | 200  | 200  | 250  | 200  | 250  | 200  | 200  | 80   | 2270        |
| Roadway Engineers                   | 80                  | 160  | 200  | 250  | 200  | 200  | 250  | 200  | 250  | 200  | 200  | 80   | 2270        |
| QC/QA                               | 10                  | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 10   | 220         |
| <b>TOTALS</b>                       | 2800                | 3620 | 4200 | 4980 | 4280 | 4120 | 4780 | 4120 | 4780 | 4120 | 4060 | 2800 | 48660       |

Contract Number: I-18-4701

Joint Venture / Team:

Knight E/A, Inc. / V3 Companies LTD KNIV3C\_TM

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK                                | MONTHS of YEAR 2023 |      |      |      |      |      |      |      |      |      |      |      | TOTAL HOURS |
|-------------------------------------|---------------------|------|------|------|------|------|------|------|------|------|------|------|-------------|
|                                     | Jan                 | Feb  | Mar  | Apr  | May  | Jun  | Jul  | Aug  | Sep  | Oct  | Nov  | Dec  |             |
| Deputy Corridor Manager             | 320                 | 320  | 400  | 360  | 360  | 440  | 360  | 360  | 440  | 360  | 360  | 320  | 4400        |
| Project Engineer                    | 420                 | 420  | 500  | 460  | 460  | 540  | 460  | 460  | 540  | 460  | 460  | 420  | 5600        |
| Resident Engineer                   | 80                  | 160  | 200  |      |      |      |      |      |      |      |      |      | 440         |
| Documentation Engineers             | 120                 | 160  | 200  |      |      |      |      |      |      |      |      |      | 480         |
| Materials Engineer                  | 80                  | 160  | 200  |      |      |      |      |      |      |      |      |      | 440         |
| Roadway Engineers                   | 160                 | 320  | 500  | 400  | 400  | 500  | 400  | 400  | 500  | 400  | 320  | 160  | 4460        |
| QC/QA                               | 10                  | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 10   | 220         |
| Construction Corridor Manager (CCM) | 200                 | 200  | 200  | 200  | 200  | 200  | 200  | 200  | 200  | 200  | 200  | 200  | 2400        |
| Deputy CCM                          | 380                 | 380  | 380  | 380  | 380  | 380  | 380  | 380  | 380  | 380  | 380  | 380  | 4560        |
| Project Engineer                    | 640                 | 640  | 640  | 640  | 640  | 640  | 640  | 640  | 640  | 640  | 640  | 640  | 7680        |
| Resident Engineer                   | 80                  | 160  | 250  | 200  | 200  | 250  | 200  | 200  | 250  | 200  | 160  | 80   | 2230        |
| Documentation Engineers             | 120                 | 160  | 225  | 180  | 180  | 225  | 180  | 180  | 225  | 180  | 160  | 160  | 2175        |
| Asst Office Engineer                | 80                  | 160  | 250  | 200  | 200  | 250  | 200  | 200  | 250  | 200  | 160  | 80   | 2230        |
| Materials Engineer                  | 10                  | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 10   | 220         |
|                                     |                     |      |      |      |      |      |      |      |      |      |      |      |             |
|                                     |                     |      |      |      |      |      |      |      |      |      |      |      |             |
|                                     |                     |      |      |      |      |      |      |      |      |      |      |      |             |
|                                     |                     |      |      |      |      |      |      |      |      |      |      |      |             |
| <b>TOTALS</b>                       | 2700                | 3280 | 3985 | 3060 | 3060 | 3465 | 3060 | 3060 | 3465 | 3060 | 2880 | 2460 | 37535       |

Contract Number: I-18-4701

Joint Venture / Team: Knight E/A, Inc. / V3 Companies LTD KNIV3C\_TM

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK                                | MONTHS of YEAR 2024 |             |             |             |             |             |             |             |             |             |             |             | TOTAL HOURS  |
|-------------------------------------|---------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------|
|                                     | Jan                 | Feb         | Mar         | Apr         | May         | Jun         | Jul         | Aug         | Sep         | Oct         | Nov         | Dec         |              |
| Deputy Corridor Manager             | 320                 | 320         | 400         | 360         | 440         | 360         | 360         | 440         | 360         | 360         | 360         | 320         | 4400         |
| Project Engineer                    | 420                 | 420         | 500         | 460         | 540         | 460         | 460         | 540         | 460         | 460         | 460         | 420         | 5600         |
| Roadway Engineers                   | 80                  | 160         | 250         | 200         | 200         | 250         | 200         | 200         | 250         | 200         | 160         | 80          | 2230         |
| QC/QA                               | 10                  | 20          | 20          | 20          | 20          | 20          | 20          | 20          | 20          | 20          | 20          | 10          | 220          |
| Construction Corridor Manager (CCM) | 200                 | 200         | 200         | 200         | 200         | 200         | 200         | 200         | 200         | 200         | 200         | 200         | 2400         |
| Deputy CCM                          | 380                 | 380         | 380         | 380         | 380         | 380         | 380         | 380         | 380         | 380         | 380         | 380         | 4560         |
| Project Engineer                    | 640                 | 640         | 640         | 640         | 640         | 640         | 640         | 640         | 640         | 640         | 640         | 640         | 7680         |
| Resident Engineer                   | 80                  | 160         | 250         | 200         | 200         | 250         | 200         | 200         | 250         | 200         | 160         | 80          | 2230         |
| Documentation Engineers             | 120                 | 160         | 225         | 180         | 180         | 225         | 180         | 180         | 225         | 180         | 160         | 160         | 2175         |
| Materials Engineer                  | 80                  | 160         | 250         | 200         | 200         | 250         | 200         | 200         | 250         | 200         | 160         | 80          | 2230         |
| QC/QA                               | 10                  | 20          | 20          | 20          | 20          | 20          | 20          | 20          | 20          | 20          | 20          | 10          | 220          |
| <b>TOTALS</b>                       | <b>2340</b>         | <b>2640</b> | <b>3135</b> | <b>2860</b> | <b>3020</b> | <b>3055</b> | <b>2860</b> | <b>3020</b> | <b>3055</b> | <b>2860</b> | <b>2720</b> | <b>2380</b> | <b>33945</b> |

Contract Number: I-18-4701

Joint Venture / Team:

Knight E/A, Inc. / V3 Companies LTD KNIV3C\_TM

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK                                | MONTHS of YEAR 2025 |             |             |             |             |             |             |             |             |             |             |             | TOTAL HOURS  |
|-------------------------------------|---------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------|
|                                     | Jan                 | Feb         | Mar         | Apr         | May         | Jun         | Jul         | Aug         | Sep         | Oct         | Nov         | Dec         |              |
| Deputy Corridor Manager             | 320                 | 320         | 320         | 360         | 440         | 360         | 360         | 440         | 360         | 440         | 360         | 320         | 4400         |
| Project Engineer                    | 420                 | 420         | 420         | 460         | 540         | 460         | 460         | 540         | 460         | 540         | 460         | 420         | 5600         |
| Resident Engineer                   | 160                 | 160         | 160         | 160         | 160         | 160         | 160         |             |             |             |             |             | 1120         |
| Documentation Engineers             | 160                 | 160         | 160         | 160         | 160         | 160         | 160         | 50          |             |             |             |             | 1170         |
| QC/QA                               | 10                  | 20          | 20          | 20          | 20          | 20          | 20          | 20          | 20          | 20          | 20          | 10          | 220          |
| Construction Corridor Manager (CCM) | 200                 | 200         | 200         | 200         | 200         | 200         | 200         | 200         | 200         | 200         | 200         | 200         | 2400         |
| Deputy CCM                          | 380                 | 380         | 380         | 380         | 380         | 380         | 380         | 380         | 380         | 380         | 380         | 380         | 4560         |
| Project Engineer                    | 540                 | 540         | 640         | 640         | 640         | 640         | 640         | 600         | 540         | 540         | 540         | 540         | 7040         |
| Documentation Engineers             | 140                 | 160         | 160         | 160         | 160         | 200         | 160         | 160         | 200         | 160         | 160         | 160         | 1980         |
| Materials Engineer                  |                     | 160         | 160         | 160         | 160         | 200         | 160         | 160         | 200         | 160         | 160         | 160         | 1840         |
| QC/QA                               | 10                  | 20          | 20          | 20          | 20          | 20          | 20          | 20          | 20          | 20          | 20          | 10          | 220          |
| <b>TOTALS</b>                       | <b>2340</b>         | <b>2540</b> | <b>2640</b> | <b>2720</b> | <b>2880</b> | <b>2800</b> | <b>2720</b> | <b>2570</b> | <b>2380</b> | <b>2460</b> | <b>2300</b> | <b>2200</b> | <b>30550</b> |

Contract Number: I-18-4701

Joint Venture / Team: Knight E/A, Inc. / V3 Companies LTD KNIV3C\_TM

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK                                | MONTHS of YEAR 2026 |     |     |     |     |     |     |     |     |     |     |     | TOTAL HOURS |     |       |
|-------------------------------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|-----|-------|
|                                     | Jan                 | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |             |     |       |
| KNIGHT E/A, Inc.                    |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |       |
| Deputy Corridor Manager             | 320                 | 320 | 320 | 400 | 320 | 320 | 400 | 320 | 320 | 400 | 320 | 320 | 320         | 320 | 4080  |
| Project Engineer                    |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |       |
| V3 Companies LTD                    |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |       |
| Construction Corridor Manager (CCM) | 200                 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200         | 200 | 2400  |
| Deputy CCM                          | 200                 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200         | 200 | 2400  |
| Project Engineer                    | 160                 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160         | 160 | 1920  |
|                                     |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |       |
|                                     |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |       |
|                                     |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |       |
|                                     |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |       |
|                                     |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |       |
|                                     |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |       |
|                                     |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |       |
|                                     |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |       |
|                                     |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |       |
|                                     |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |       |
| <b>TOTALS</b>                       | 880                 | 880 | 880 | 960 | 880 | 880 | 960 | 880 | 880 | 960 | 880 | 880 | 960         | 880 | 10800 |

Contract Number: I-18-4701

Joint Venture / Team: Knight E/A, Inc. / V3 Companies LTD KNIV3C\_TM

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK                                | MONTHS of YEAR 2027 |     |     |     |     |     |     |     |     |     |     |     | TOTAL HOURS |     |     |      |
|-------------------------------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|-----|-----|------|
|                                     | Jan                 | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |             |     |     |      |
| KNIGHT E/A, Inc.                    |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |     |      |
| Deputy Corridor Manager             | 160                 | 320 | 320 | 400 | 320 | 320 | 400 | 320 | 320 | 400 | 320 | 160 |             |     |     | 3760 |
| Project Engineer                    |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |     |      |
| V3 Companies LTD                    |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |     |      |
| Construction Corridor Manager (CCM) | 175                 | 175 | 175 | 175 | 175 | 175 | 175 | 175 | 175 | 175 | 175 | 175 | 175         | 175 | 175 | 2100 |
| Deputy CCM                          | 175                 | 175 | 175 | 175 | 175 | 175 | 175 | 175 | 175 | 175 | 175 | 175 | 175         | 175 | 175 | 2100 |
| Project Engineer                    |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |     |      |
|                                     |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |     |      |
|                                     |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |     |      |
|                                     |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |     |      |
|                                     |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |     |      |
|                                     |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |     |      |
|                                     |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |     |      |
|                                     |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |     |      |
| <b>TOTALS</b>                       | 510                 | 670 | 670 | 750 | 670 | 670 | 750 | 670 | 670 | 750 | 670 | 510 | 670         | 750 | 670 | 7960 |

**EXHIBIT B: FEE CALCULATIONS**

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

|                                  |                          |                     |                  |
|----------------------------------|--------------------------|---------------------|------------------|
| 272,780.00                       | \$ 60.22                 | TOTAL DIRECT SALARY | \$ 16,426,811.60 |
| (Total Work Hours of<br>JV/Team) | (Average Hourly<br>Rate) |                     |                  |

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** \$ 45,995,072.48

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

(Total for Joint Venture/Team listed above.)

TOTAL DIRECT COSTS \$ 3,072,528.92

**C. SERVICES BY OTHERS**

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ 23,140,000.00

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) \$ 2,670,000.00

TOTAL SERVICES BY OTHERS \$ 25,810,000.00

**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)** \$ 74,877,601.40

Contract No.: I-18-4701

Lead Partner: Knight E/A, Inc.

**EXHIBIT B: FEE CALCULATIONS**

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

|  |   |  |
|--|---|--|
| <u>114850.00</u><br>(Total Work Hours<br>from Exhibit A) | <u>\$ 60.22</u><br>(Average Hourly<br>Rate) | TOTAL DIRECT SALARY \$ <u>6,916,267.00</u> |
|--|---|--|

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

**DIRECT REGULAR SALARY TIMES MULTIPLIER** \$ 19,365,547.60

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

(Total for Joint Venture/Team listed above.)

TOTAL DIRECT COSTS \$ 1,385,077.20

**C. SERVICES BY OTHERS**

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

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

TOTAL SERVICES BY OTHERS See JV Summary

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

See JV Summary  
(Requires prior authorization before use)

**ADDITIONAL SERVICES (Subconsultants)**

See JV Summary  
(Requires prior authorization before use)

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

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

\$ 20,750,624.80

Contract No.: I-18-4701

2nd Partner: V3 Companies LTD

**EXHIBIT B: FEE CALCULATIONS**

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

|                                      |                           |                        |                     |
|--------------------------------------|---------------------------|------------------------|---------------------|
| <u>157930.00</u>                     | <u>\$ 60.22</u>           | TOTAL DIRECT SALARY \$ | <u>9,510,544.60</u> |
| (Total Work Hours<br>from Exhibit A) | (Average Hourly<br>Rate ) |                        |                     |

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

|   |                         |
|---|-------------------------|
| <b>DIRECT REGULAR SALARY TIMES MULTIPLIER</b> | \$ <u>26,629,524.88</u> |
|---|-------------------------|

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

(Total for Joint Venture/Team listed above.)

|                       |                     |
|-----------------------|---------------------|
| TOTAL DIRECT COSTS \$ | <u>1,687,451.72</u> |
|-----------------------|---------------------|

**C. SERVICES BY OTHERS**

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

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

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

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

|   |
|---|
| <u>See JV Summary</u>                     |
| (Requires prior authorization before use) |

**ADDITIONAL SERVICES** (Subconsultants)

|   |
|---|
| <u>See JV Summary</u>                     |
| (Requires prior authorization before use) |

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

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

|           |                             |
|-----------|-----------------------------|
| <b>\$</b> | <u><u>28,316,976.60</u></u> |
|-----------|-----------------------------|

Contract No.:                     I-18-4701                     Lead Partner:                     Knight E/A, 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.asp>
  
- B. **ALLOWABLE DIRECT COSTS - based on link below**  
[https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS\\_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5](https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5)
  
- C. **OVERTIME PREMIUM**
  
- D. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

**DIRECT COST CATEGORY**

\_\_\_\_\_

Field Office:

\_\_\_\_\_

\$12,000 / Mo (Estimated) X 84 Mo X 50%

\_\_\_\_\_

\$504,000 (Estimated)

\_\_\_\_\_

RR Liability Ins - \$25,000.00 (Est)

\_\_\_\_\_

eRaisafe Training - \$1,000.00 (Est)

\_\_\_\_\_

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\_\_\_\_\_

**TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)**                     \$ 1,385,077.20

Contract No.:                   I-18-4701                   2nd Partner:                   V3 Companies LTD                  

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. **VEHICLE REIMBURSEMENT - rate based on link below**  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.asp>
  
- B. **ALLOWABLE DIRECT COSTS - based on link below**  
[https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS\\_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5](https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5)
  
- C. **OVERTIME PREMIUM**
  
- D. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

DIRECT COST CATEGORY

\_\_\_\_\_

Field Office:

\_\_\_\_\_

**\$12,000 / Mo (Estimated) X 84 Mo X 50%**

\_\_\_\_\_

**\$504,000 (Estimated)**

\_\_\_\_\_

**RR Liability Ins - \$25,000.00 (Est)**

\_\_\_\_\_

**eRailsafe Training - \$1,000.00 (Est)**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)                   \$ 1,687,451.72

Contract No.: I-18-4701

Consultant: Knight E/A, Inc. / V3 Companies LTD  
KNIV3C\_TM

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** Lou Gallucci, P.E.

**Project Manager:** Eugene Joynt, P.E.

**Project Engineer:** Pete Stukas, P.E.

**Resident Engineer:** Megan Benatatos, P.E. & Robert J. Hildebranski, P.E.

**Documentation Engineer:** Mike Tamme & Donna Haas

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

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

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

**Senior Engineer:** Tom Valaitis, P.E.

**Others:** Name: Vince Del Medico, P.E.

Classification: QC/QA Roadway

Name: Frank Williams, S.E.

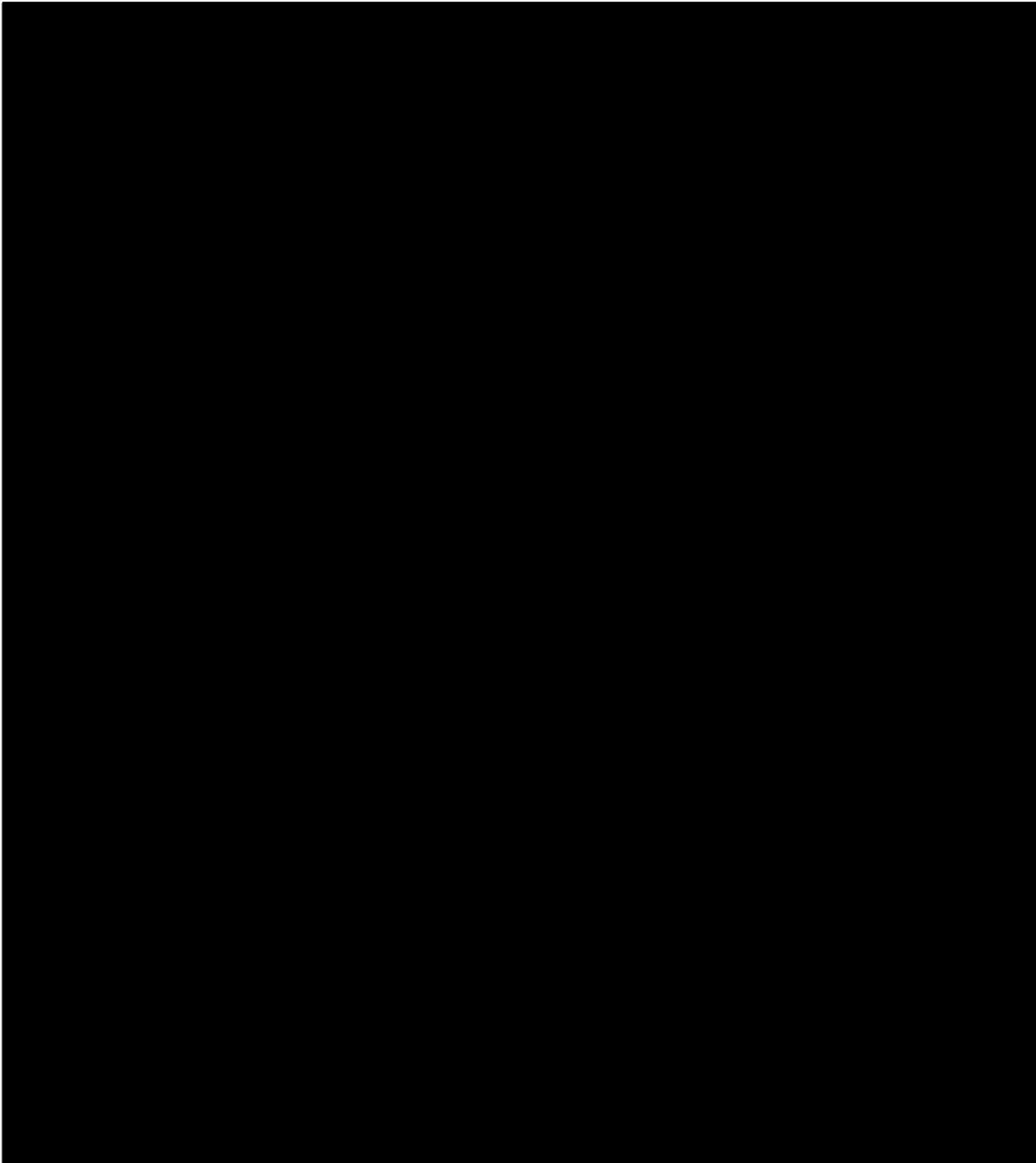
Classification: QC/QA Structural

Name: Michael Wallin

Classification: Materials Coordinator

Name: Manuel Bugayong

Classification: Materials Coordinator



LOU GALLUCCI, P.E.

OWNERS REPRESENTATIVE CONSTRUCTION

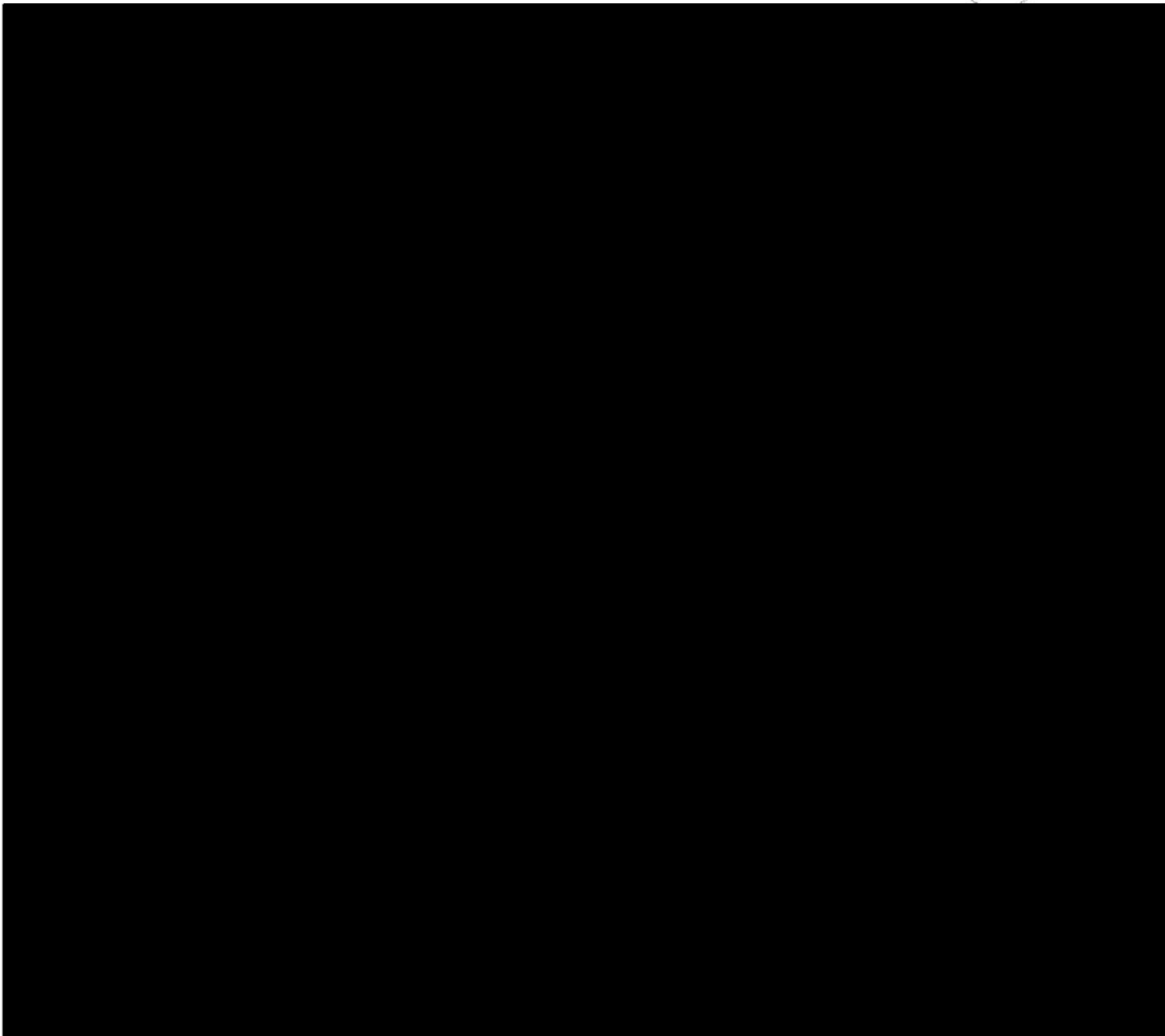
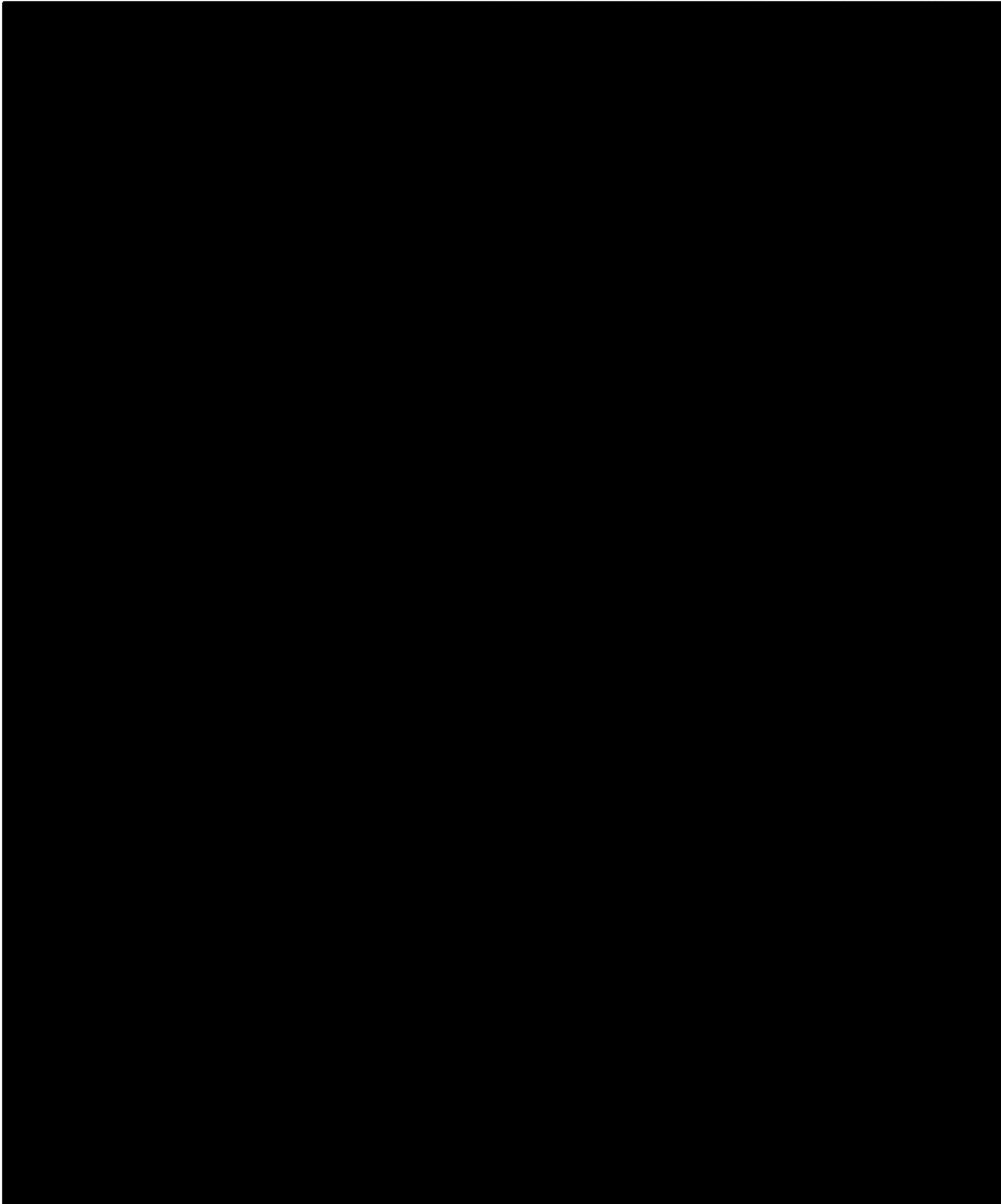


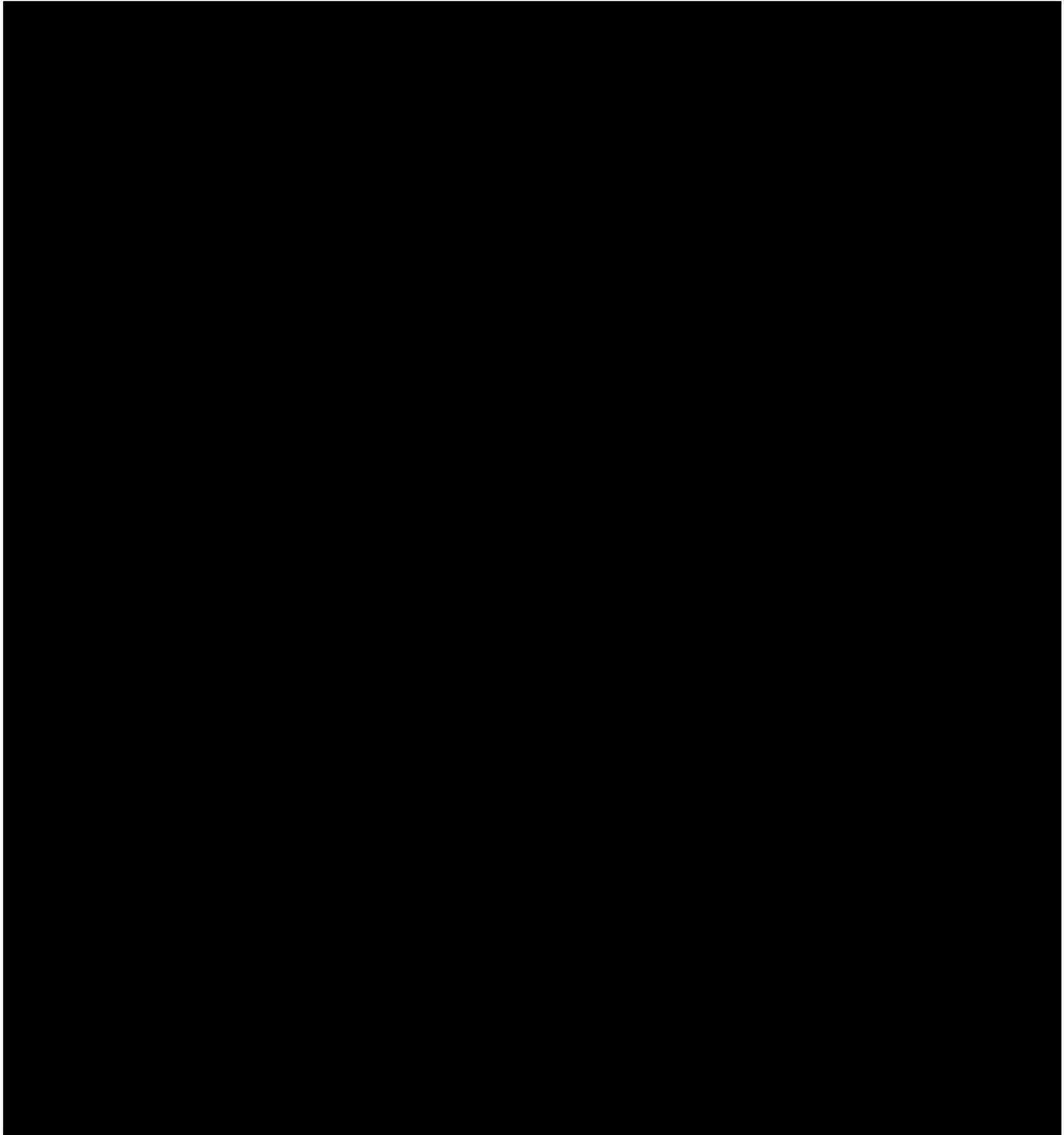
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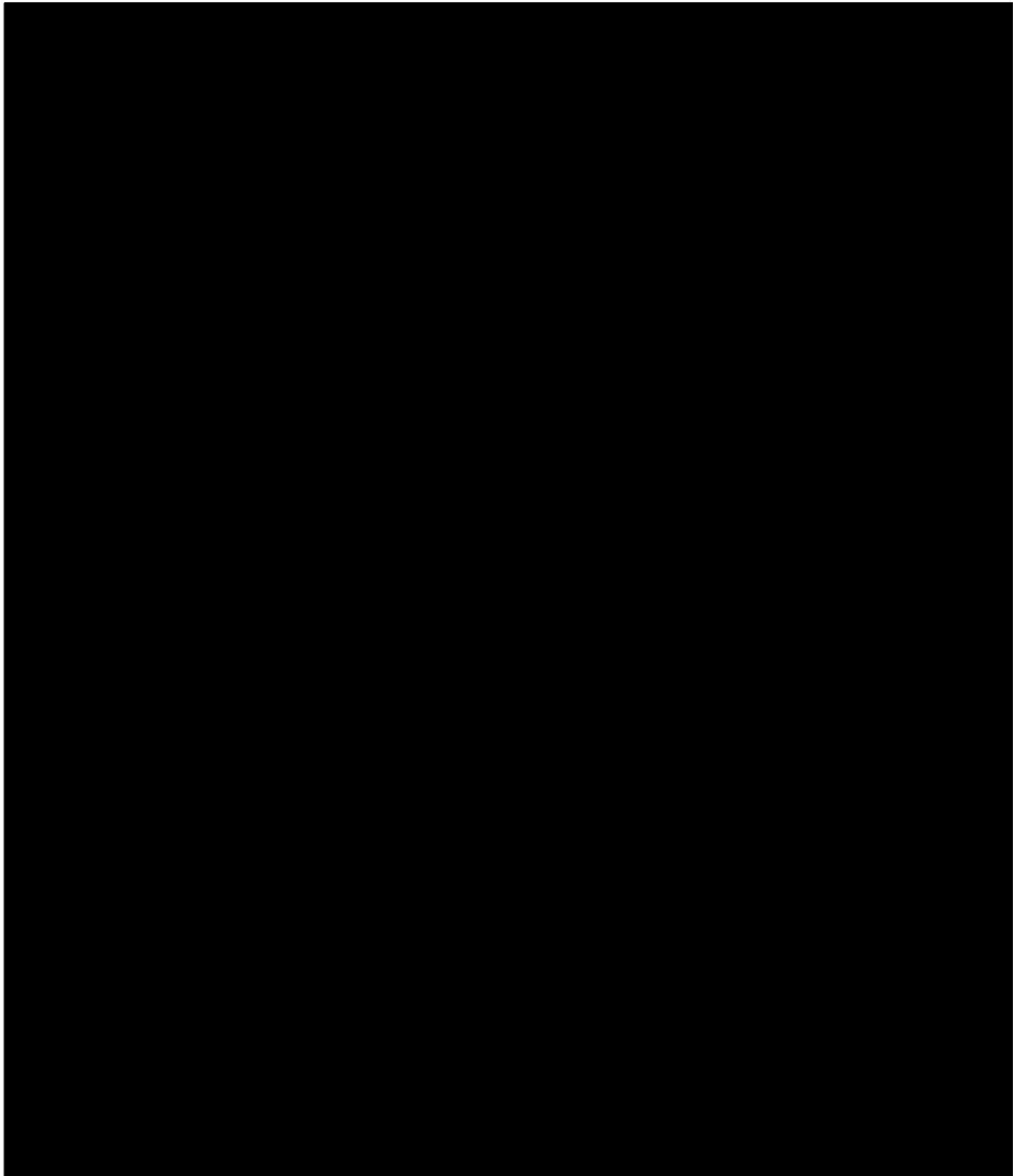
Page 86 of 443

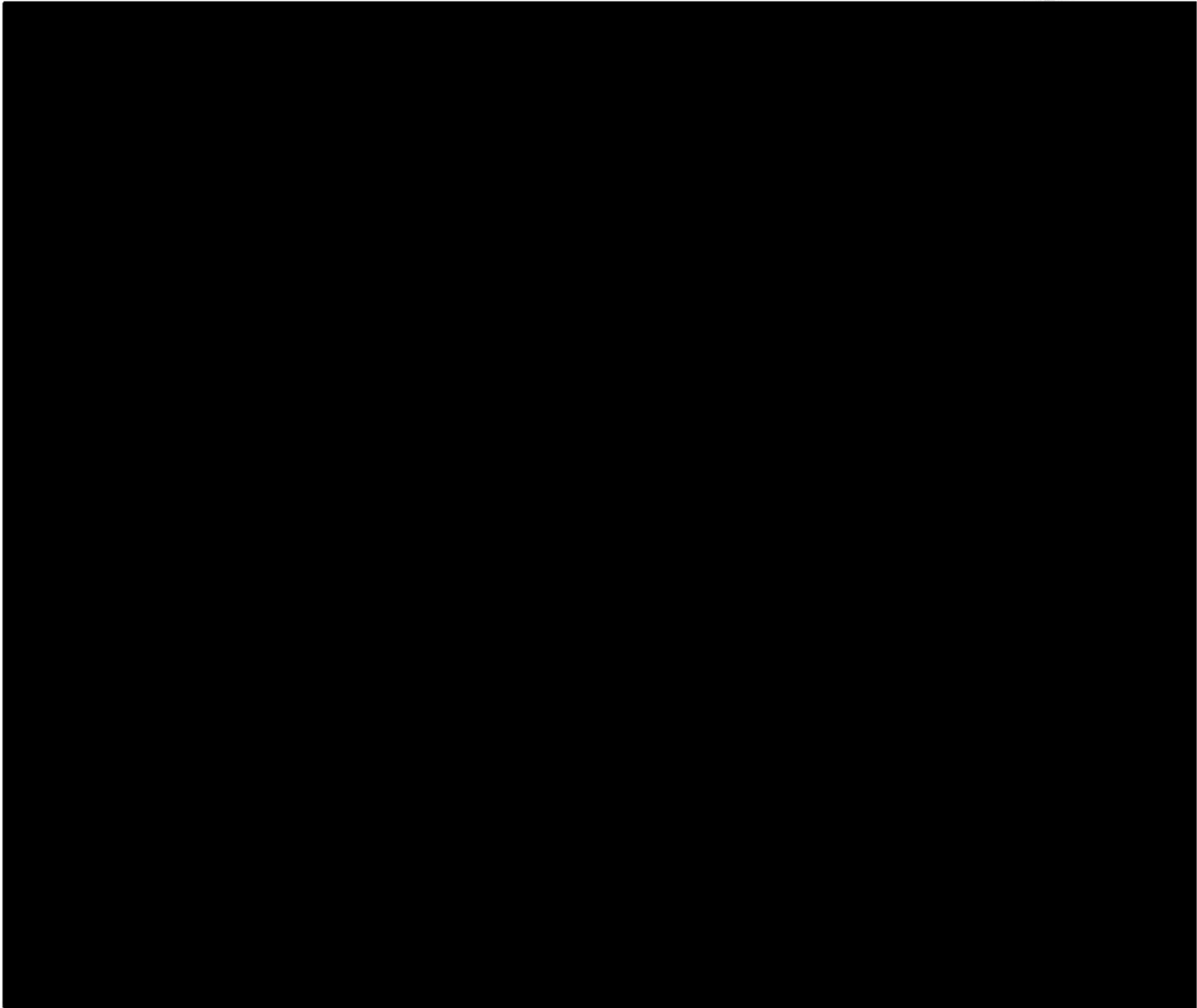
GALLUCCI | PAGE 2

\*Work performed at previous firm









MEGAN BENETATOS, P.E., LEED AP®  
RESIDENT ENGINEER

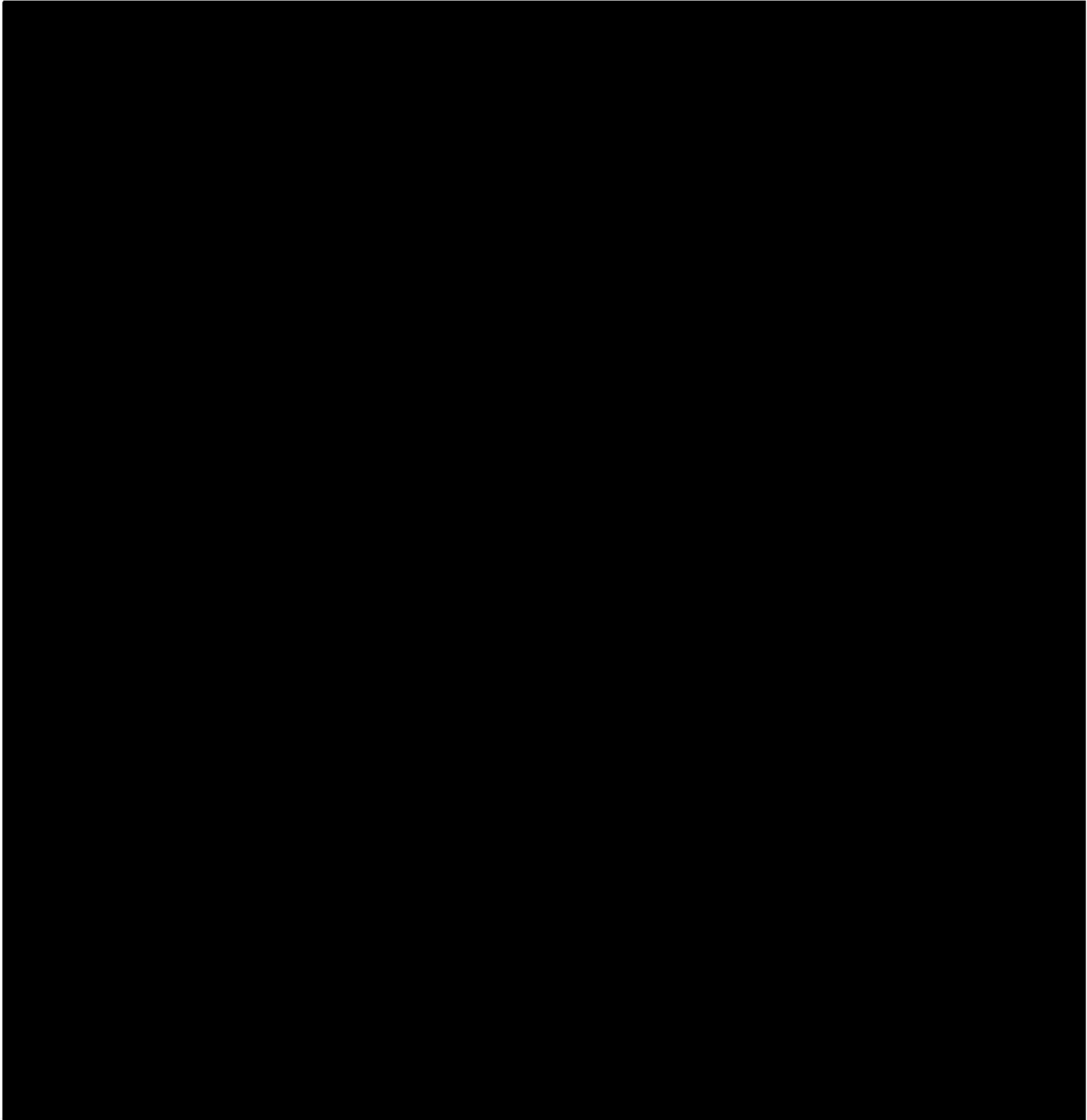
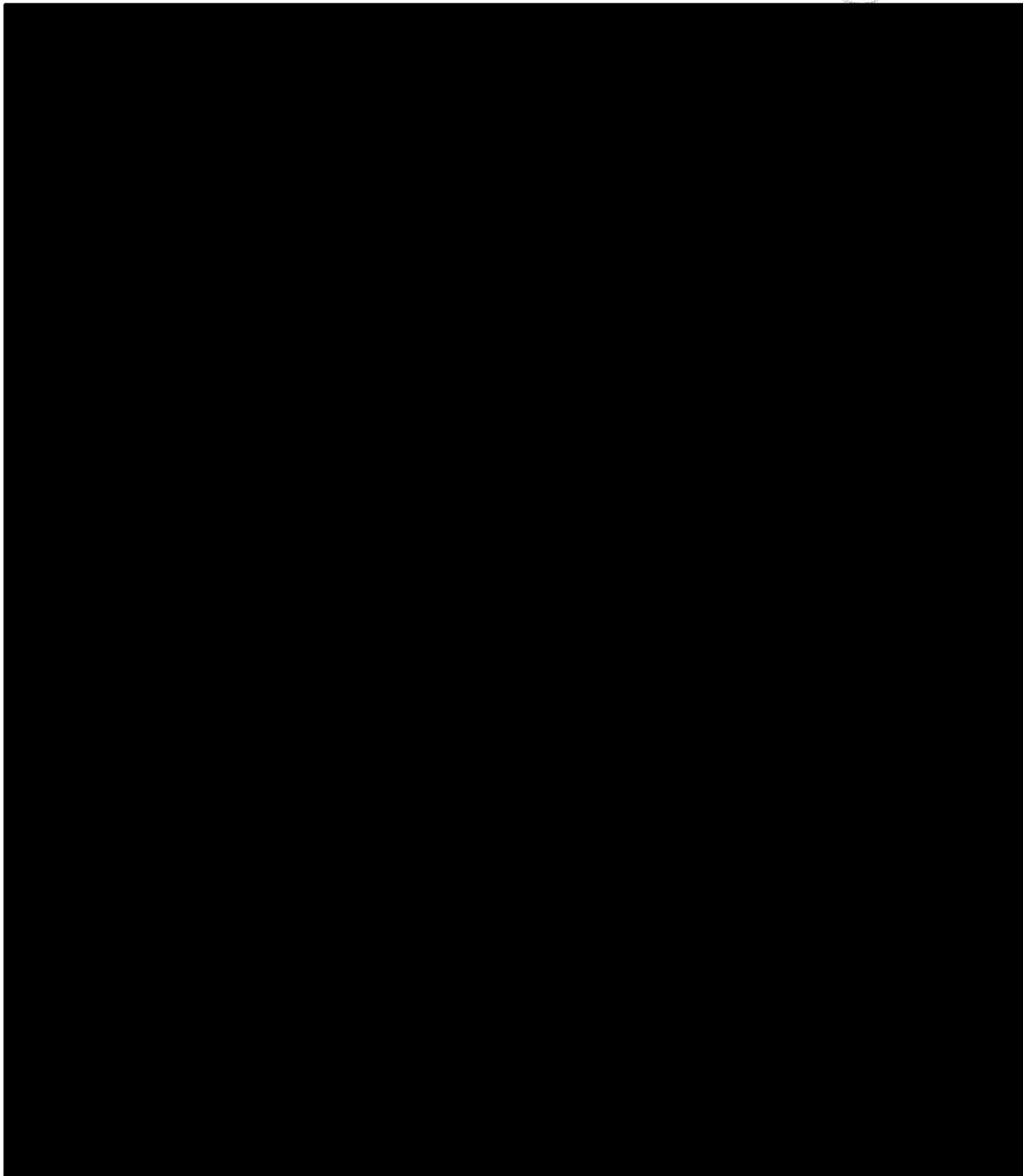
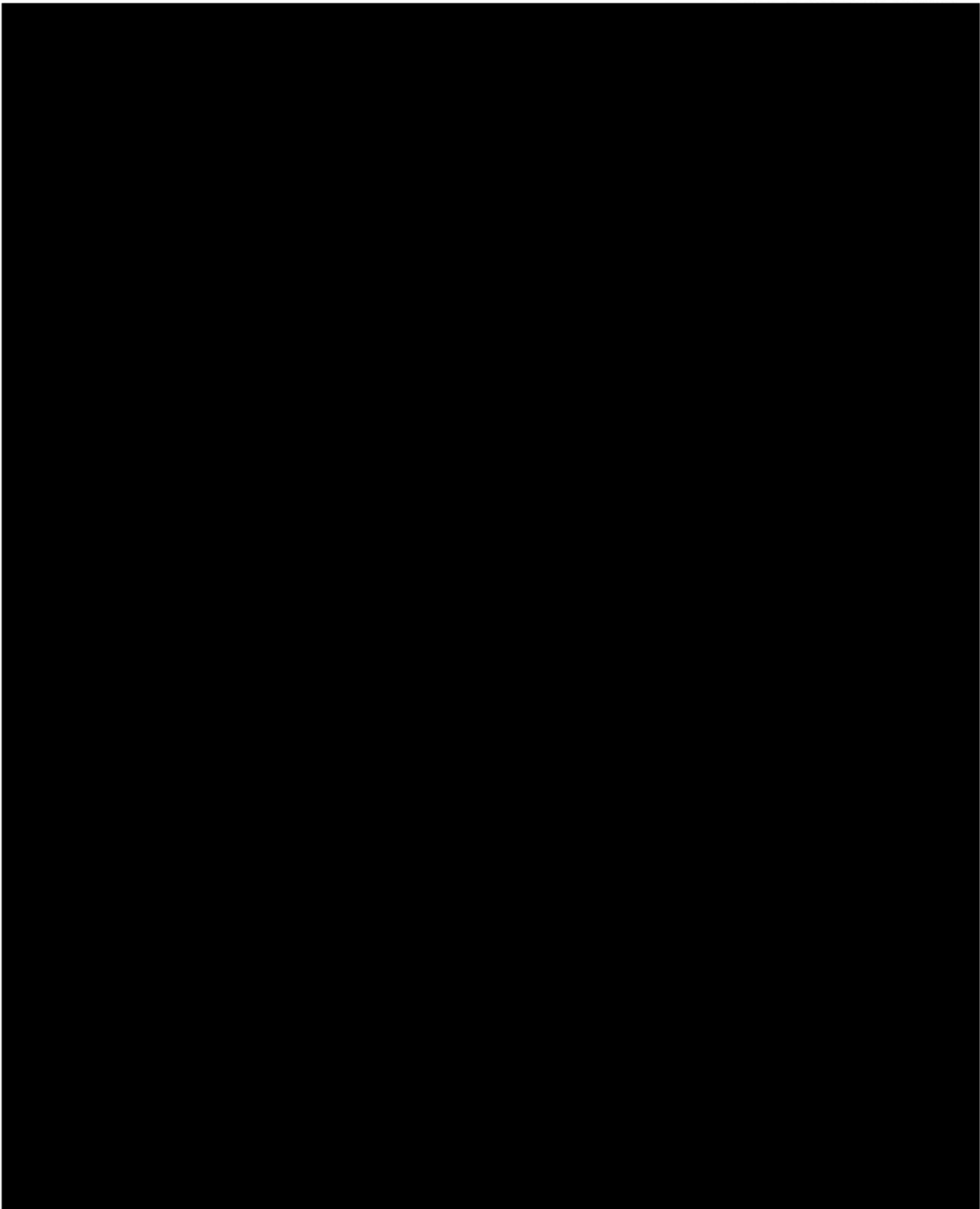
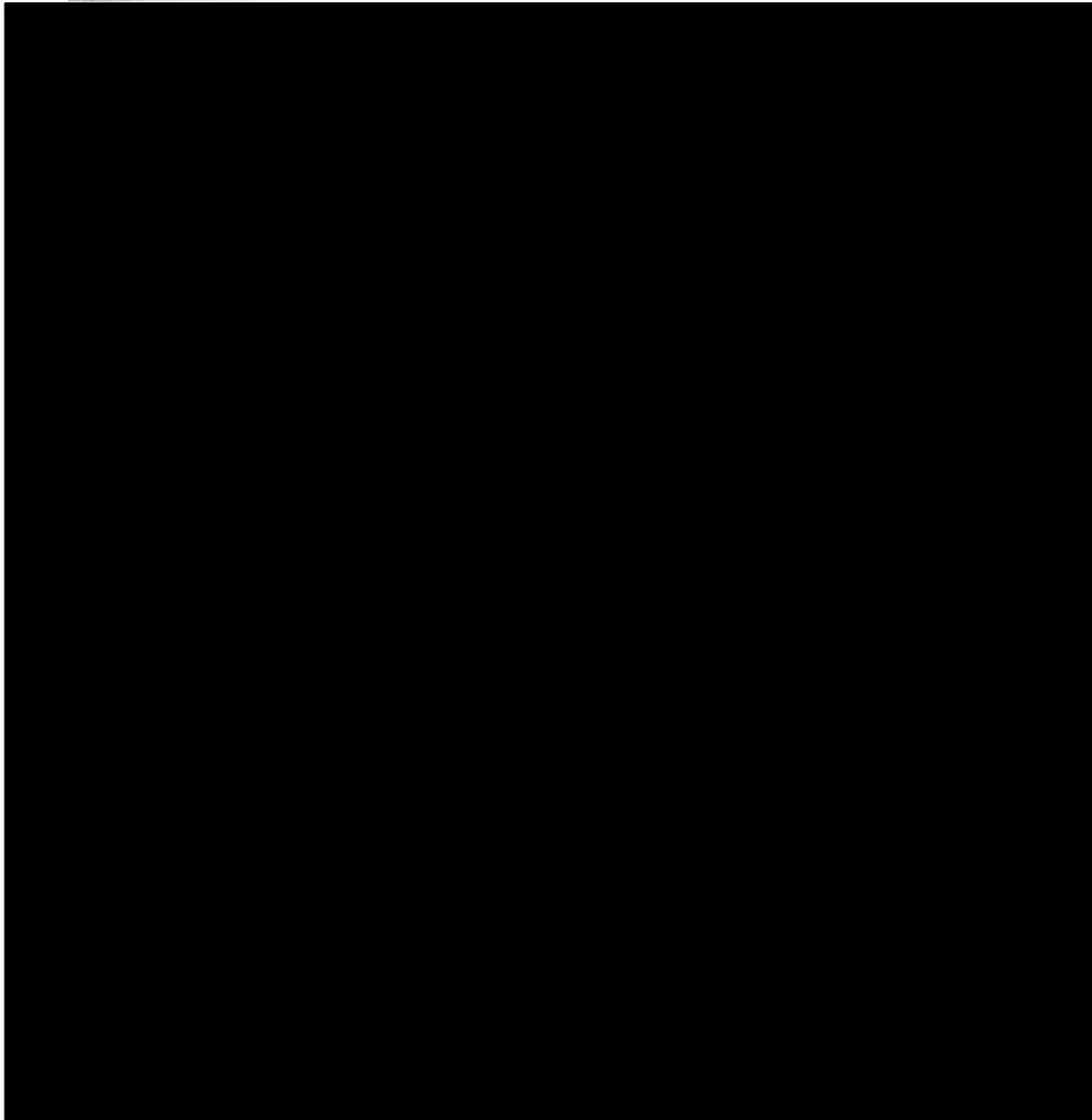


EXHIBIT "1"

MEGAN BENETATOS, P.E., LEED AP®  
RESIDENT ENGINEER







MIKE TAMME  
DOCUMENT TECHNICIAN

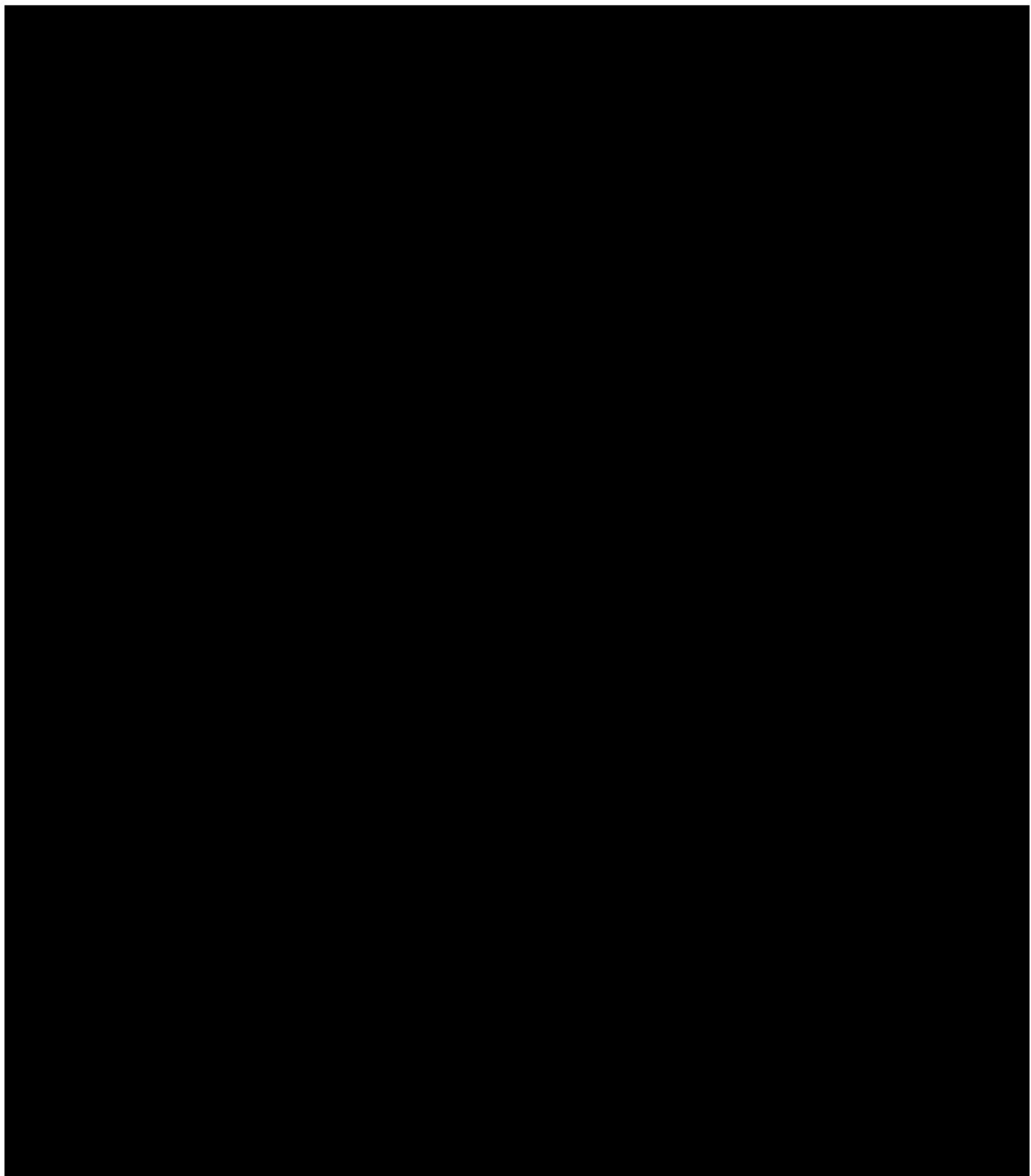


EXHIBIT "1"

*\*Work performed at previous firm*

MIKE TAMME  
DOCUMENT TECHNICIAN

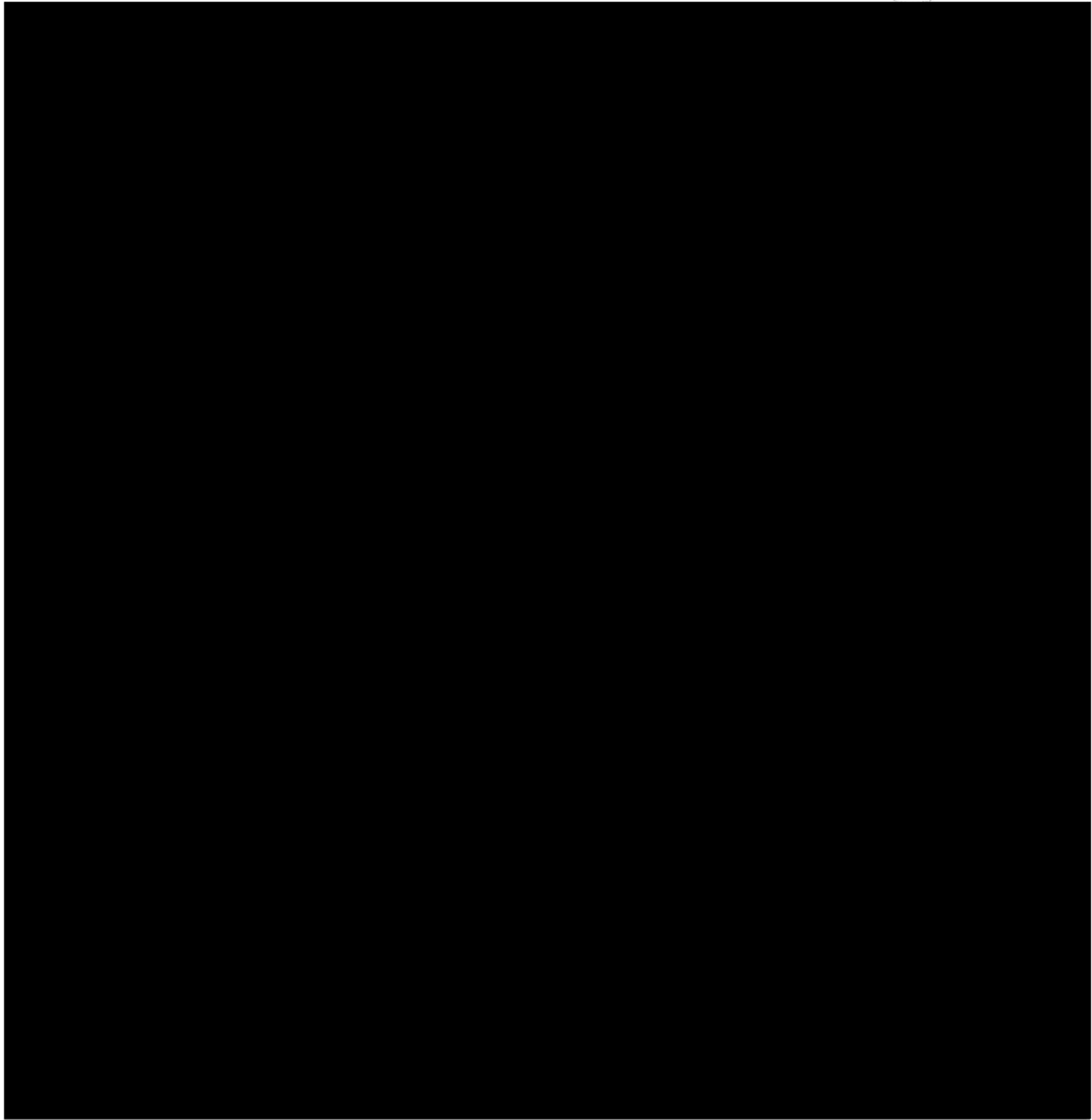
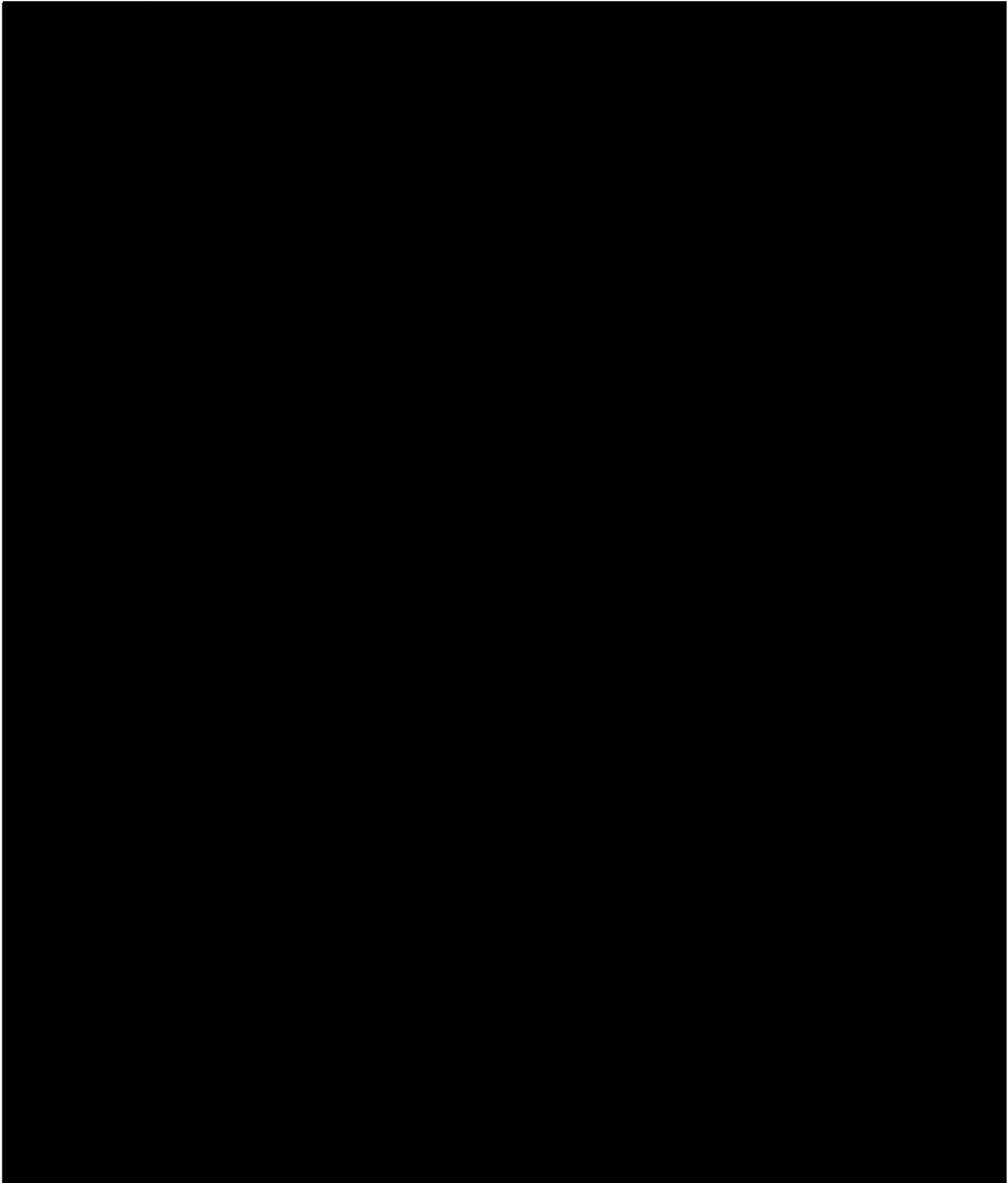


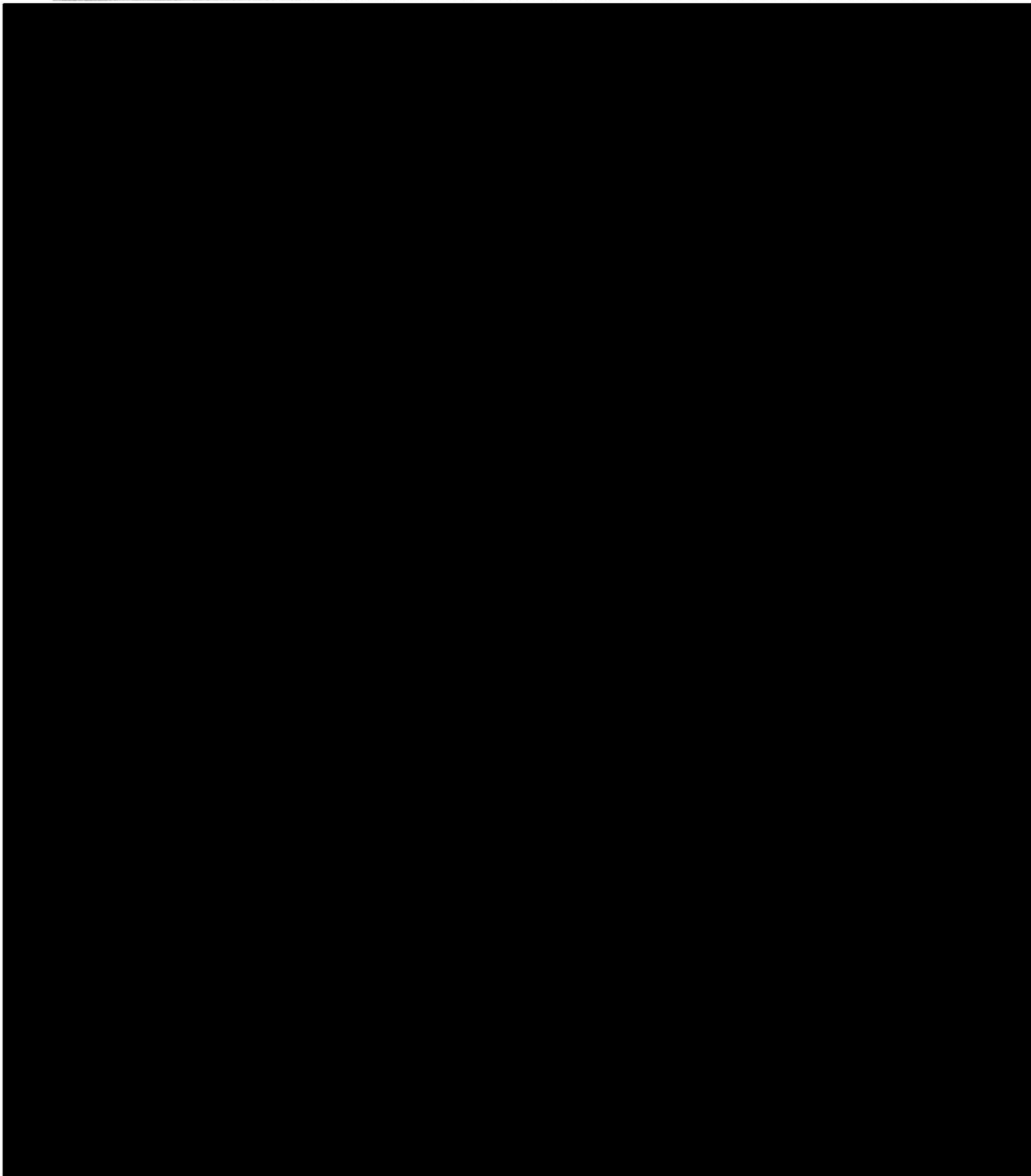
EXHIBIT "1"

Page 96 of 443  
TAMME | PAGE 2

*\*Work performed at previous firm*

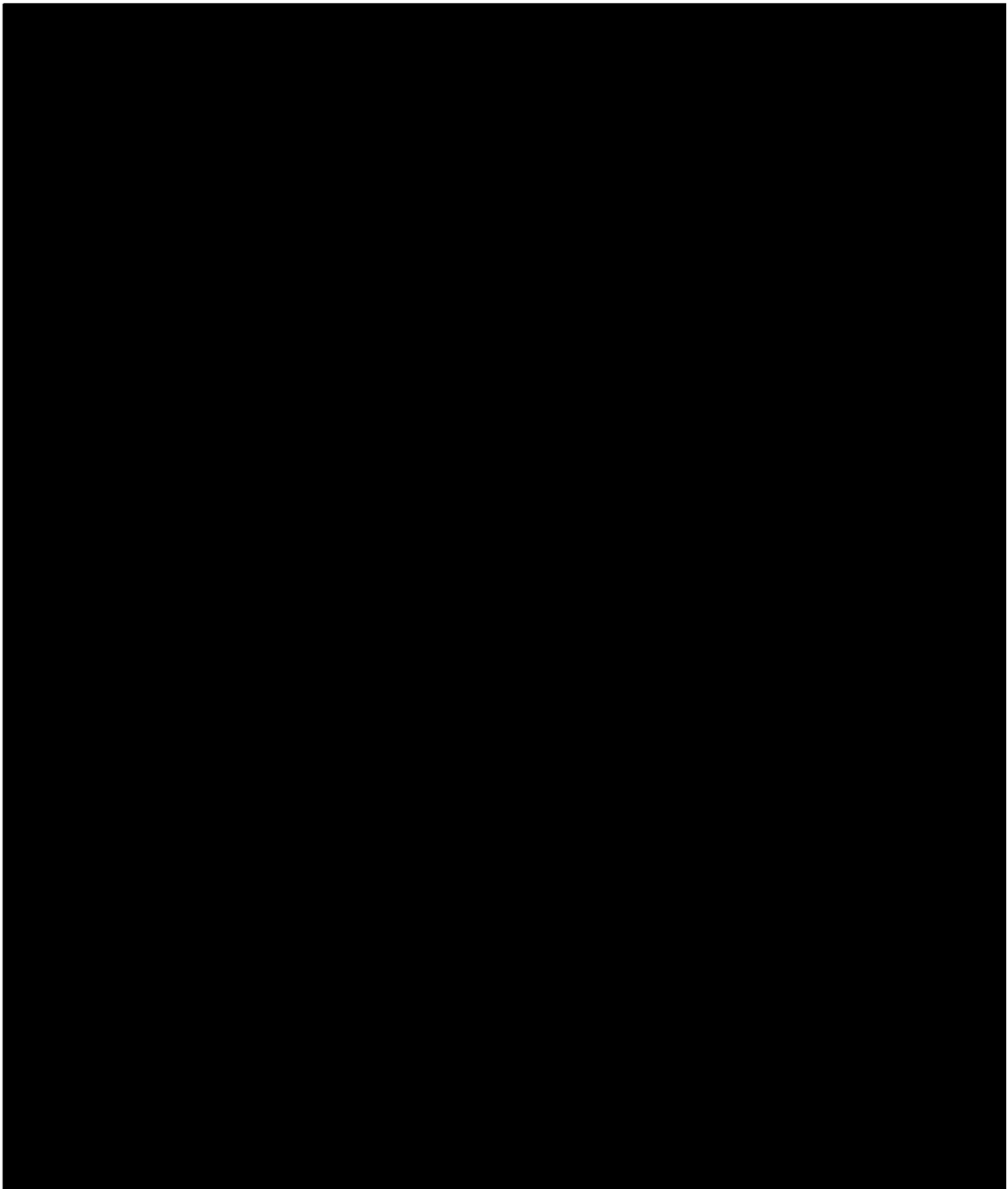


and attached community information...



TOM VALAITIS, P.E.

CONSTRUCTION ENGINEER / CM QUALITY MANAGER



TOM VALAITIS, P.E.

CONSTRUCTION ENGINEER / CM QUALITY MANAGER

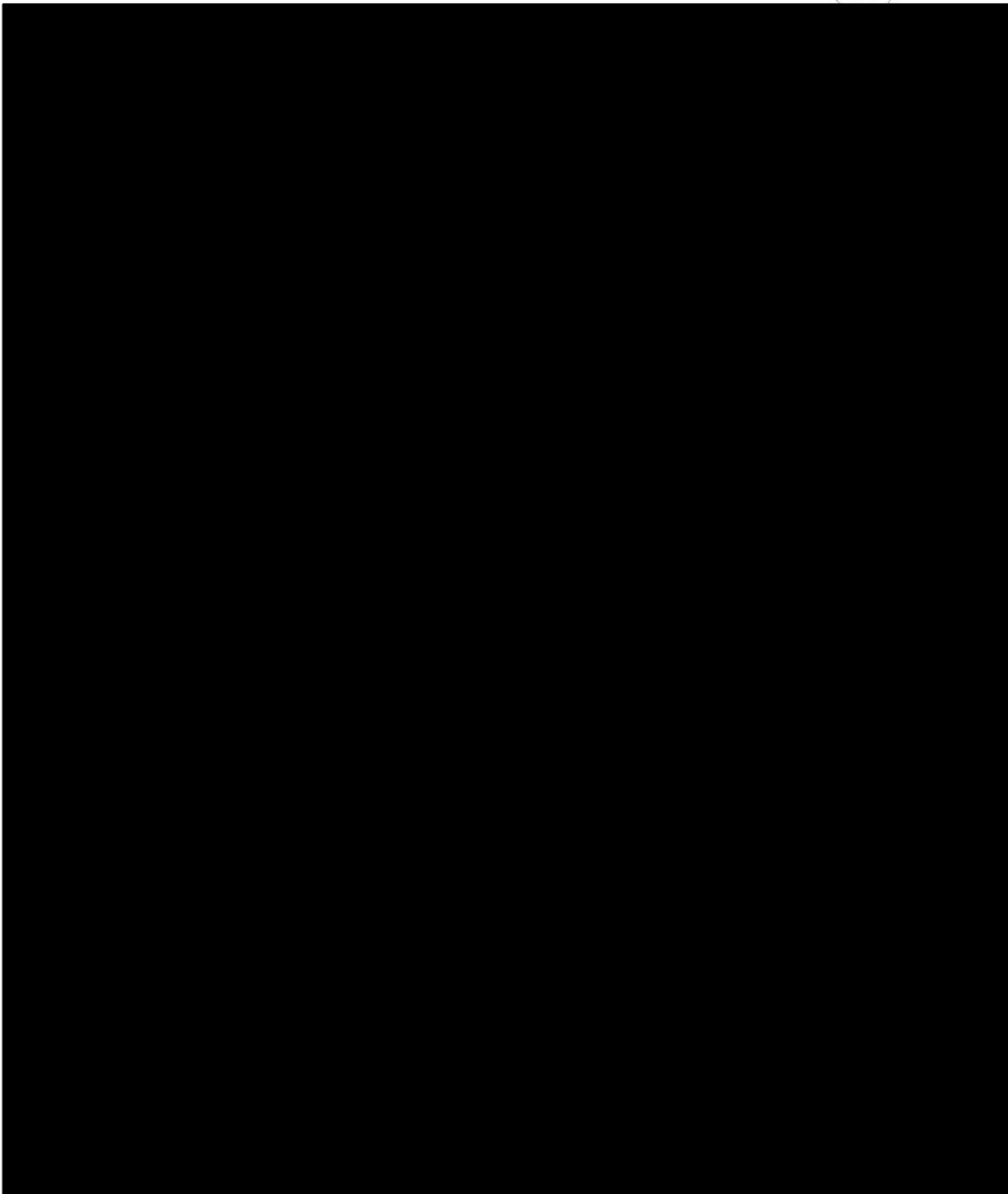
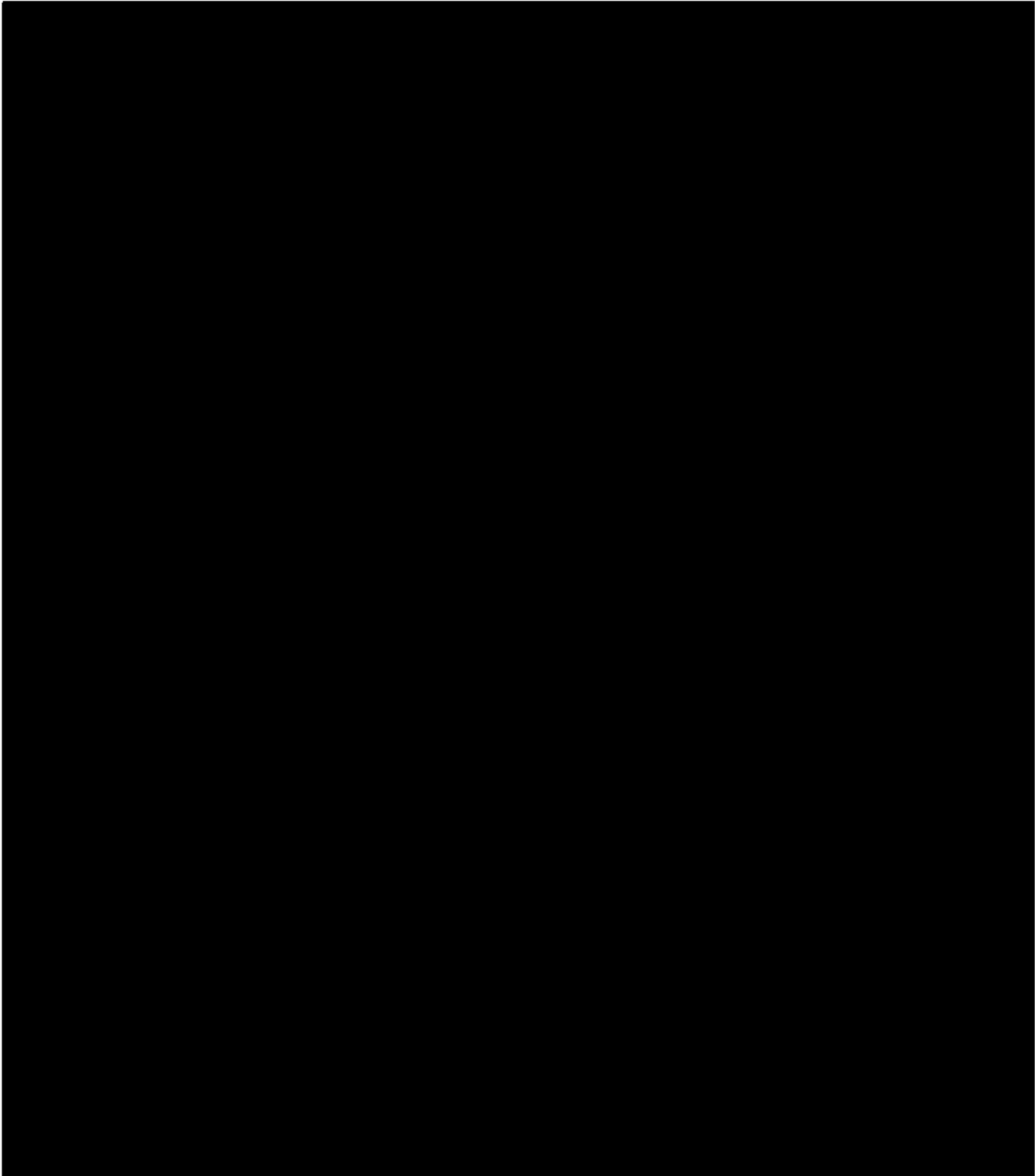
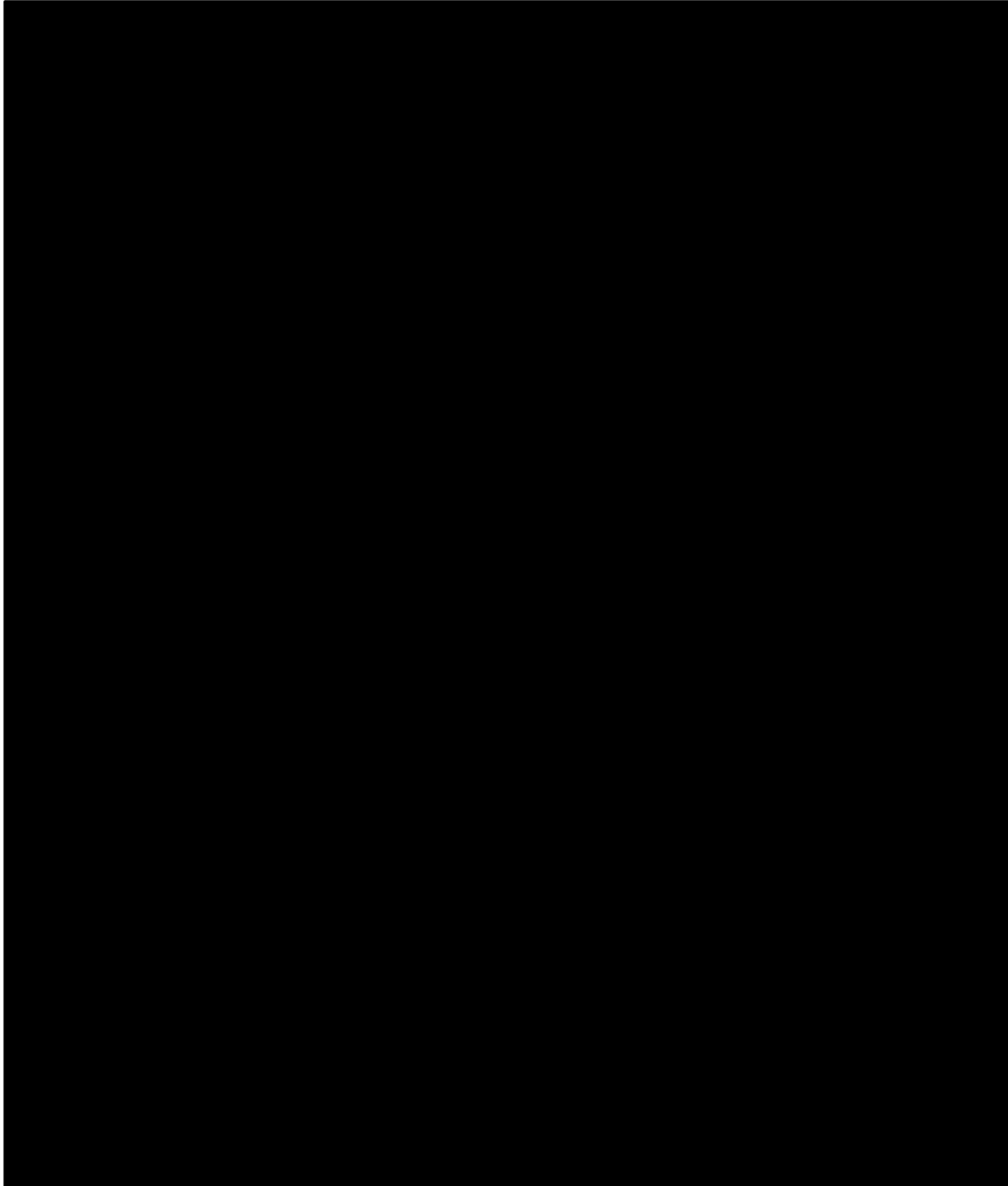
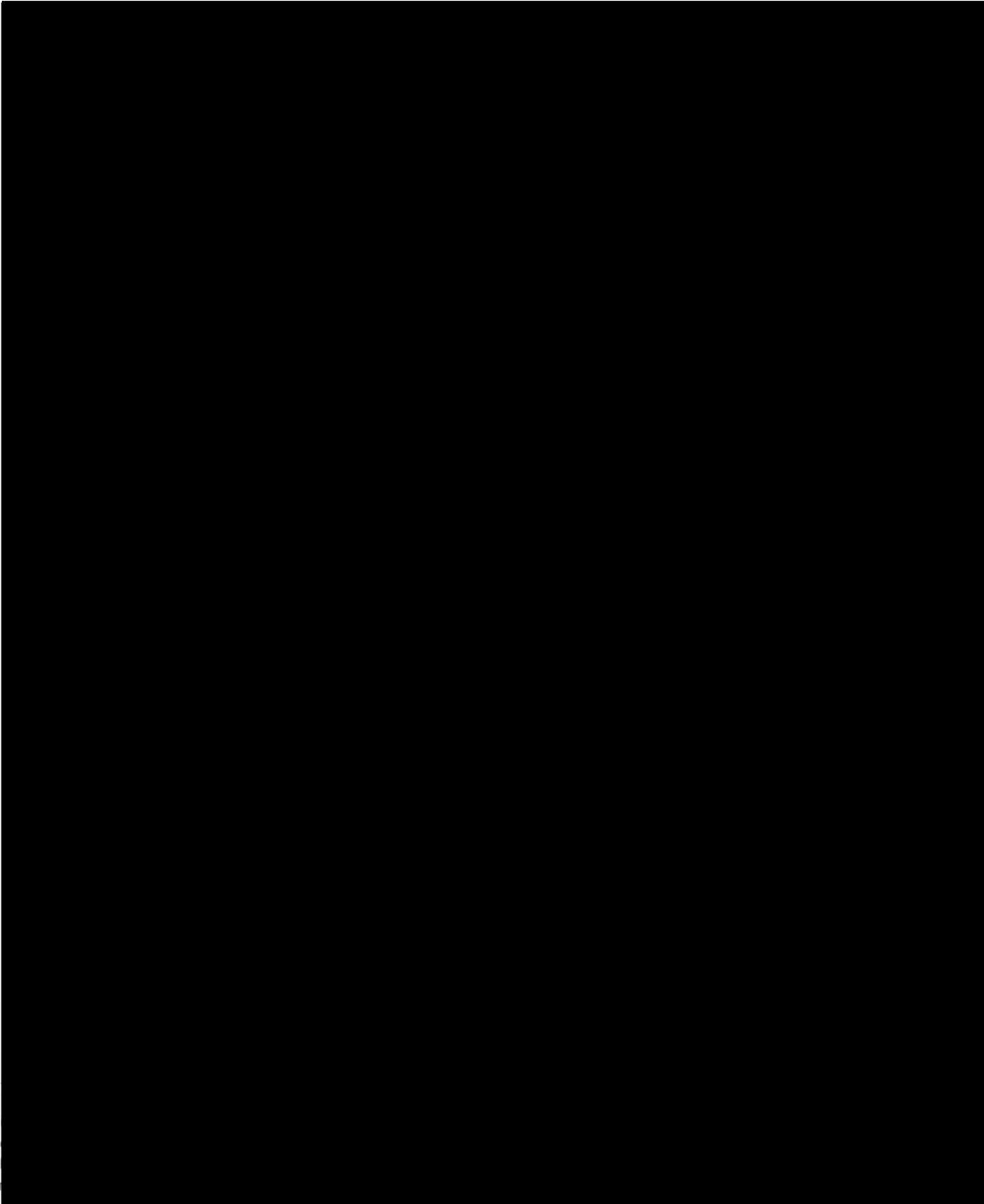
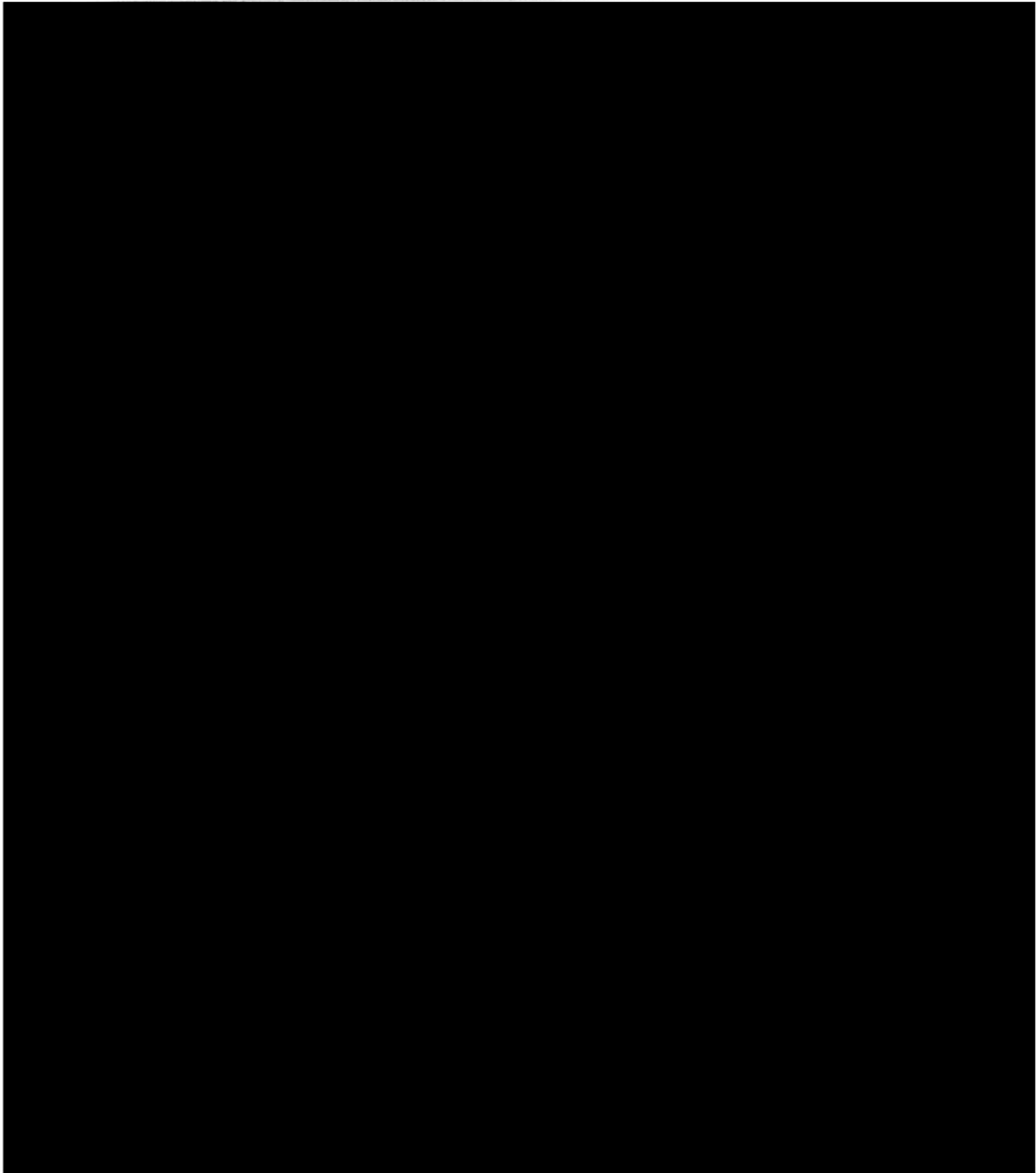


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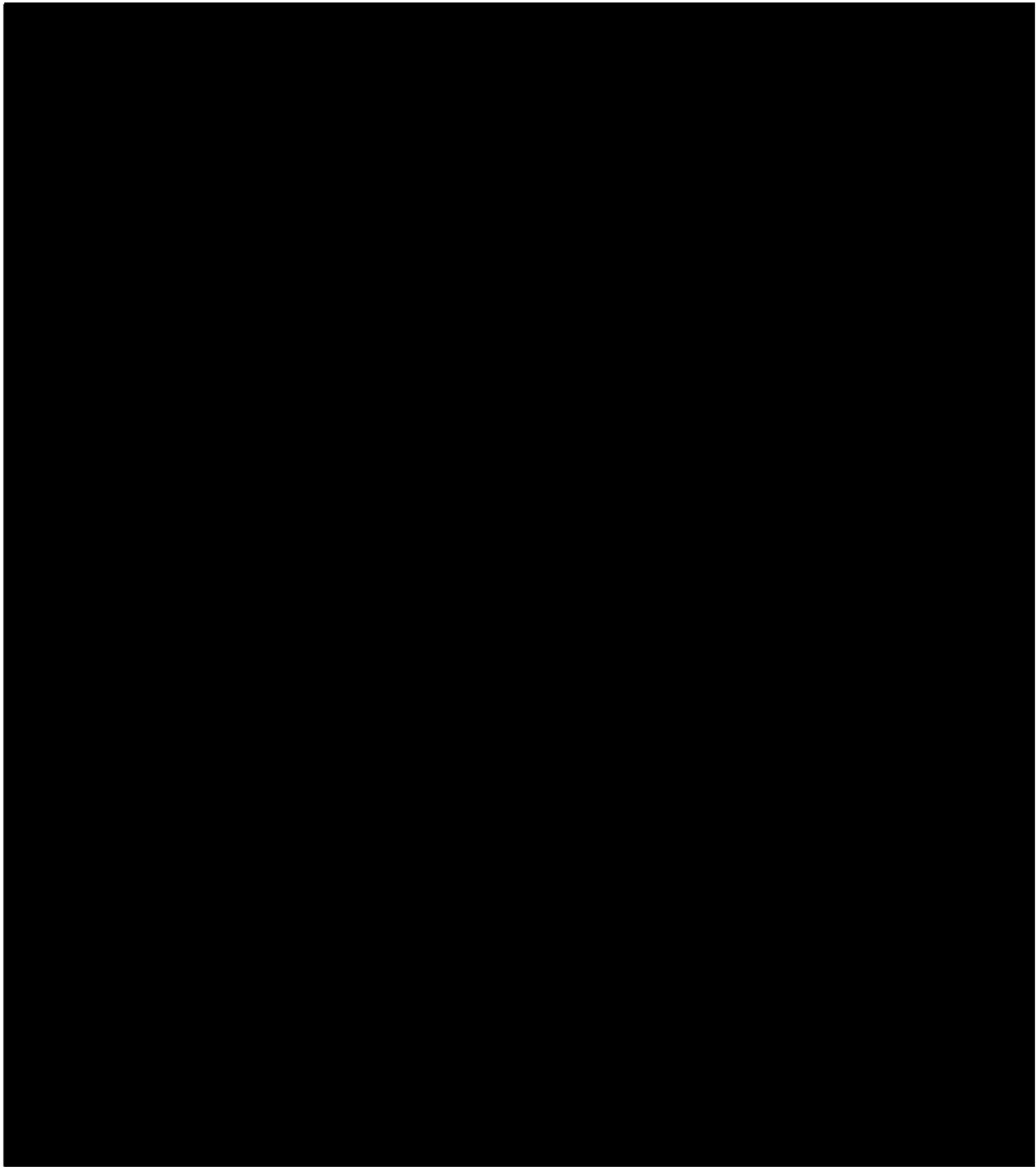




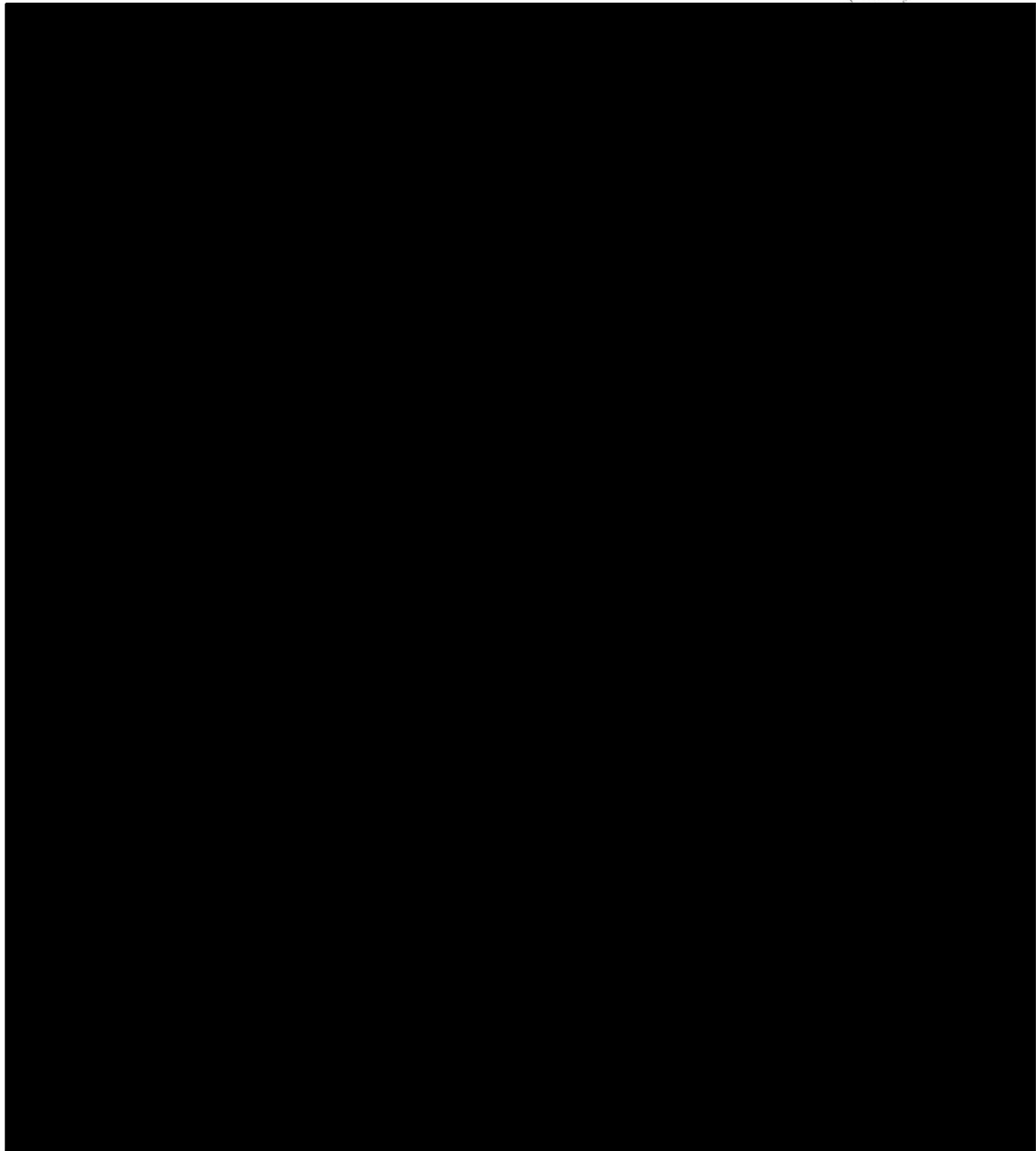


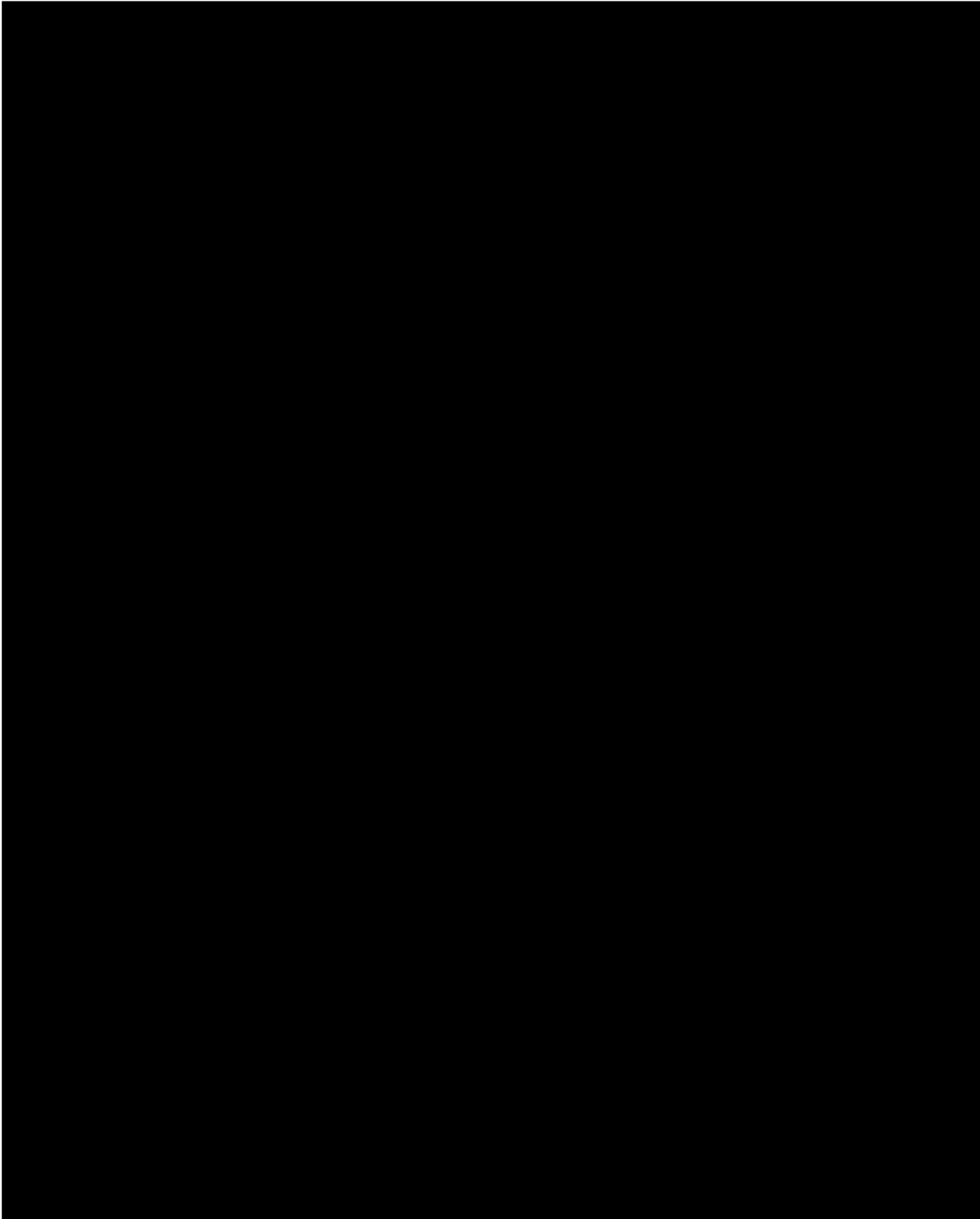


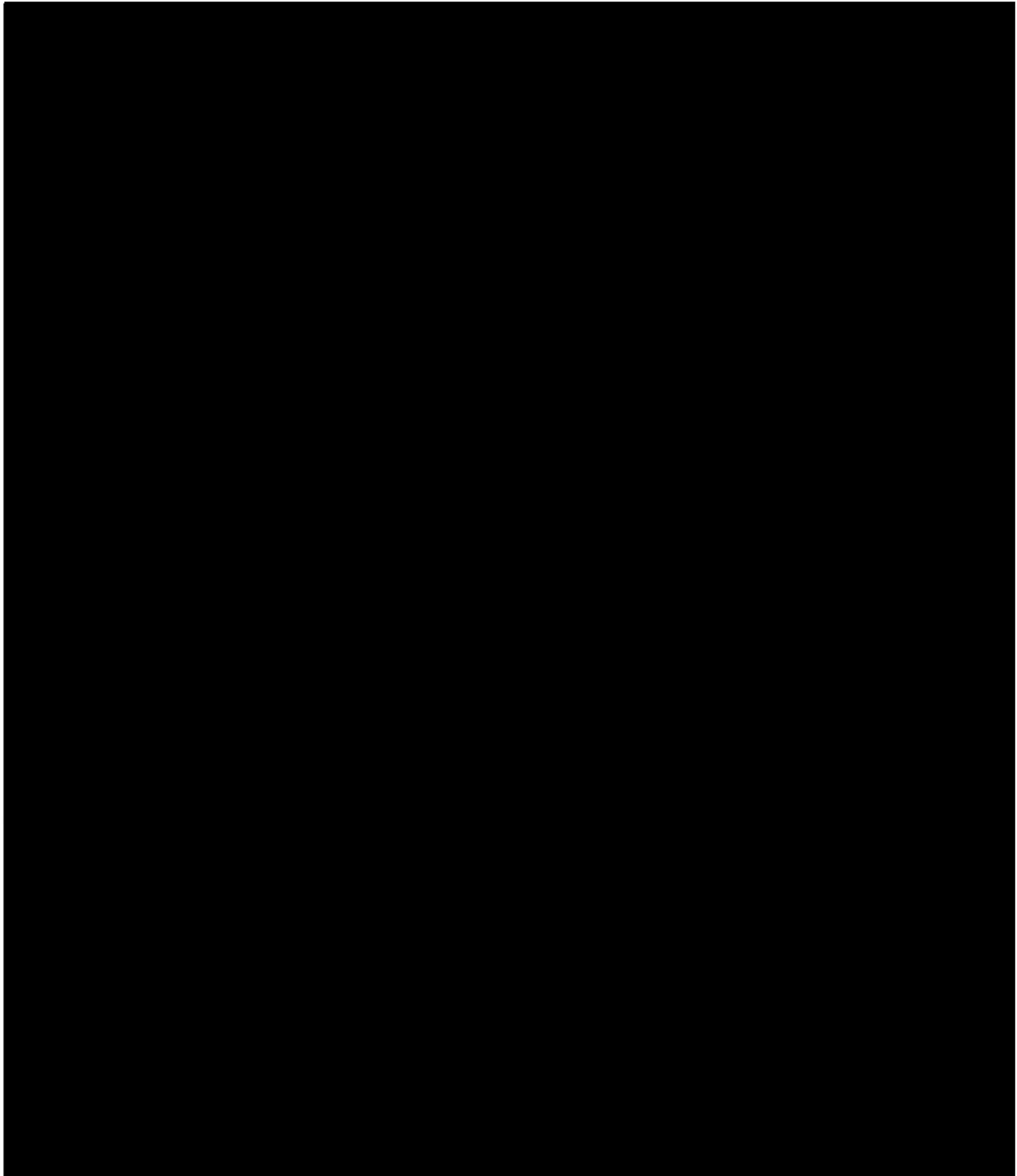
MICHAEL WALLIN  
MATERIALS COORDINATOR



MICHAEL WALLIN  
MATERIALS COORDINATOR







# **Exhibit F**

## **Scope of Work**

**Elgin O'Hare Western Access (Illinois Route 390/I-490)  
Corridor Construction Management and Owner's Representative Services (CCM/OR)**

Contract No. I-18-4701

**Illinois State Toll Highway Authority**

## I. PROJECT DESCRIPTION

This project is to provide Construction Corridor Management Services and Owner's Representative Services (CCM/OR) as required for all contracts associated with the Elgin O'Hare Western Access (EOWA) project. The consultant shall provide services as directed by the Illinois Tollway (Tollway) in coordination with the services being provided under the Design Corridor Management (DCM) contract. The CCM/OR services shall not duplicate the services being provided by the DCM. Both the CCM and DCM shall report to the Tollway Project Manager.

The EOWA project limits include Illinois Route 390 and I-490 in their entirety, the Tri-State Tollway (I-294) between North Avenue and Wolf Road and arterial roadways and off site locations adjacent to the aforementioned toll roads and associated with the construction of the EOWA project. The CCM Services shall be provided for all remaining EOWA project construction contracts through completion and closeout. OR Services shall be provided as necessary for the entirety of the EOWA Project through completion and construction of all EOWA contracts.

The CCM shall provide oversight and construction corridor management of EOWA project construction. The oversight shall include, but not be limited to, oversight of Phase III engineering services (Construction Management (CM)) services being provided by others. The CM services provided by others will be for one or more construction contracts.

The project also includes providing CM services including construction inspection and supervision for the following construction contracts associated with the EOWA project:

1. Union Pacific (UP) Railroad Reconstruction Advance Contract.
2. Union Pacific (UP) Railroad – Irving Park Road to I-294 including UP over Canadian Pacific Railway (CP) and Franklin Avenue/Green Street Bridge Reconstruction Contract #1.
3. Union Pacific (UP) Railroad – Irving Park Road to I-294 including UP over Canadian Pacific Railway (CP) and Franklin Avenue/Green Street Bridge Reconstruction Contract #2.
4. Illinois Route 390 at I-490 Interchange Roadway Construction.
5. Upon Request construction contracts yet to be determined and authorized on a task order basis.

The CM will perform on-site inspection, review layout of the contract(s), prepare records, maintain documentation, submit pay estimates and change orders and any other duties requiring the services of an engineer to complete the work on a timely basis and in accordance with Tollway specifications. 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 work by the Contractor. The CM must have MicroStation capabilities. All final documents shall be submitted in hard copy and electronic format and follow the ICAPP Manual. All CADD file documents shall be required to contain all record drawing modifications.

The EOWA project consists of upgrading and extending Illinois Route 390 (formerly the Elgin O'Hare Expressway) between U.S. Route 20 (Lake Street) and I-490 (the O'Hare Western Access) for approximately 10 miles. I-490 is proposed to be constructed as a new toll highway and will extend from I-90 at the location of the former Des Plaines Oasis to I-294 near Grand Avenue totaling approximately 6.2 miles in length and generally located along the western edge of O'Hare Airport. Full access system interchanges are proposed to be constructed at I-90, Illinois Route 390 and I-294. The Illinois Route 390 interchange with I-490 will include construction of western access ramps to/from O'Hare International Airport. Service interchanges are proposed to be constructed at IL 72 (Touhy Avenue), the proposed O'Hare West Terminal (Western

Landside Reserve Area), IL 19, Pratt Boulevard and Green Street/Franklin Avenue. Due to the interrelationship between the EOWA project and Central Tri-State Tollway corridor projects (i.e. near the planned Western Access (future I-490) and Central Tri-State Tollway (I-294) interchange), the construction of the proposed I-294 Tollway improvements between North Avenue and Wolf Road are being advanced through design and construction in conjunction with the EOWA proposed improvements and, as such, the CCM/OR services being provided under the contract are to include that segment of I-294. As defined hereinafter, the EOWA Project shall be assumed to include the construction of the proposed improvements along the aforementioned section of I-294. Finally, the EOWA project includes, but is not limited to, off-system improvements along Touhy Avenue, Franklin Avenue/Green Street, County Line Road, Lake Street and North Avenue, all of which are planned to be advanced through construction by the Cook County Department of Transportation and Highways but for which CCM, oversight and coordination services are required to be provided.

## II. OWNER'S REPRESENTATIVE (OR) SERVICES UPON REQUEST

The Owners Representative (OR) services shall include being responsible for monitoring and managing overall delivery of the EOWA Project. The consultant project manager or designee shall represent and act in the interest of the Tollway and at the direction of the Tollway. The OR services are not authorized to be performed at the time of the notice to proceed for the contract. The OR services will be managed on a task order basis. After receipt of the contract notice to proceed and during the contract duration, the consultant shall submit task order requests for proposed services as necessary which shall require authorization by the Tollway prior to the services being performed. The scope of services provided shall include, but not be limited to, the following:

- **Project Oversight and Monitoring**
  - Accountable for overall project delivery.
  - Performs independent analysis of project through coordination with Design Corridor Manager and Corridor Construction Manager.
  - Provides senior staff evaluation of project design and construction plan to ensure that fatal flaws are identified prior to implementation.
  - Confirms strategic direction for project as it relates scope, schedule and budget.
  - Provides recommendations for improvements to schedule and for cost savings.
  - Provides recommendations to the Tollway for project plan modifications, coordination and all other aspects required for on time delivery of the project.
- **Conflict, risk and claims mitigation and resolution**
  - Identifies project risks and provides recommendations for their mitigation and resolution through duration of project including, but not limited to, utility relocation, right of way acquisition, external agency coordination, cost , schedule, etc.
  - Resolves project conflicts related to design, construction, agency coordination or other aspects of project.
- **Railroad Engineering Coordination and Negotiation**
  - Intermediary between Tollway and Railroads (Canadian Pacific Railway, Union Pacific Railroad and Metra) executive staff.
  - Facilitates coordination (schedules meetings, agendas, presentations, exhibits, meeting follow up, etc.) with Railroads.

- Assists Tollway in technical evaluation of proposed terms and conditions included in project railroad agreements.
- Reviews project railroad agreements and individual bridge crossing construction and maintenance agreements.
- Establishes project land requirements required.
- Tracks issues required for timely execution of Railroad agreements, design submittals, construction submittals and all other items required for project construction involving Railroad right of way.
- **Project Liaison with CP, UP and Metra - (separate from above task)**
  - Serves as single point of contact for all design and construction work involving Railroads (prepares transmittal letters for Tollway signature, performs review of design submittals prior to transmittal, transmits to Railroads, responds to Railroad comments, provides recommendations to Tollway related to Railroad requests and comments affecting project design and construction).
  - Reviews Railroad proposals and provides Railroad design services related to CP Bensenville Yard and associated operational impacts.
  - Assists in securing allowable working times for construction.
  - Facilitates coordination – schedules meetings, agendas, presentations, exhibits, meeting follow up, etc. with Railroads for design and construction issues.
  - Manages plan submittals to Railroads (3 submittals for each contract).
  - Tracks design issues to ensure securing necessary design approval from Railroads.
  - Assists in securing necessary Contractor Rights of Entry to Railroad property, approvals for changes during construction, license agreement execution and approval, etc.
  - Assists in resolving conflicts with Railroads.
- **Aviation Coordination and Negotiation**
  - Facilitates coordination at executive level with City of Chicago and Chicago Department of Aviation (CDA) - coordinates with CDA Commissioner and other CDA senior staff to secure necessary project approvals. Major approvals required including but not limited to:
    - I-490 design configuration affecting south airfield.
    - Navigational Aid Modeling, effect mitigation and construction sequence.
    - Intergovernmental Agreement(s), as necessary, with City of Chicago.
    - Property rights transfer to Tollway.
    - Schedule for work involving O'Hare Airport Navigational aids – Tollway must be provided with allowable times within which to work.
    - Western Access Development planning.
  - Facilitates coordination at executive level with Federal Aviation Administration to secure necessary project approvals. Major Approvals required including but not limited to:
    - Navigational Aid Modeling, effect mitigation and construction sequence.
    - Land Use Release for permanent property rights transfer to Tollway.
    - Temporary property use.
  - Tracks aviation related items required for timely project delivery to ensure impacts to project schedule and budget are minimized – Timely design, construction, agreement and other issues resolution is required in order to advance the project on time and on budget.
- **Other Major Stakeholder Agency Coordination**

- Facilitates coordination at executive level with Illinois Department of Transportation (IDOT) - coordinates with IDOT Secretary of Transportation and other IDOT senior staff to secure necessary project approvals. Major approvals required for I-490, Environmental Impact Statement Re-Evaluations as necessary, etc.
- Facilitates coordination for approvals necessary for I-490 design with major project stakeholders including DuPage County, Cook County, Metropolitan Water Reclamation District of Greater Chicago and various municipalities.

- **Project Controls**

- Maintains Master Corridor Schedule for EOWA project – 2021-2027.
- Maintains Master Corridor Budget for EOWA project – 2021-2027.
- Coordinates with Tollway Program Management Office to provide information as required by Tollway Finance and Tollway Leadership to support bond sales, cash flow projections, program wide project planning.

1. The consultant shall report to the Tollway Project Manager for all contract matters and matters related to status and delivery of the project. The consultant assists the Tollway Project Manager with monitoring overall project status and with the identification of significant issues affecting project delivery. The consultant shall oversee the development of a project risk register by the DCM and CCM that shall serve as the single document that summarizes the risks affecting project delivery. In consultation with the CCM and DCM, the consultant shall make recommendations regarding options for resolving significant issues and risks.
2. The consultant shall report monthly, or as required, to the Tollway Project Manager regarding project status, recommendations for resolving issues and other matters the Tollway Project Manager may deem necessary.
3. The consultant shall monitor (not manage) the status of design to ensure that EOWA project scope and schedule are achieved. The consultant shall coordinate with the DCM as necessary for providing the necessary services. The consultant shall utilize the information generated by the DCM in preparing reports and processing data as necessary for reporting to the Tollway Project Manager.  
The consultant shall monitor and report, utilizing information provided by the DCM and CCM, progress with respect to major project stakeholder coordination (i.e. Federal, State and Local Agencies, Railroads, local agencies, airports, etc.), utilities, utility relocation, permits, land acquisition, etc. as they impact planned construction. The consultant shall coordinate with the Tollway Project Manager, CCM and DCM related to external agency contact to ensure that coordination efforts are not in conflict with one another.
4. The consultant shall submit activity reports to the Tollway Project Manager at the frequency required by the Tollway describing the services provided.

### III. CORRIDOR CONSTRUCTION MANAGEMENT (CCM) SERVICES

The Corridor Construction Manager (CCM) is responsible for all aspects of management and oversight of the construction of the EOWA project including coordination and oversight of work performed by individual project Construction Managers (CM). The CCM reports directly to the Tollway Project Manager. The CCM will provide a project lead that will be the single point of contact for the project and will be responsible for overall management of the EOWA project and coordination and management of the various EOWA construction contracts. The CCM shall regularly coordinate and meet with the project consultants as necessary (CMs, CM Upon Request (CUR) consultants, Survey Upon Request (SUR) consultants, Design Corridor Manager (DCM), Land Acquisition consultants, Geotechnical Services Upon Request consultants, Utility Coordination and SUE consultants, other project consultants as necessary) and Tollway Departments (including but not

limited to Maintenance and Operations, Tollway Engineering, Business Systems, ITS, Land Acquisition, Communications and Planning). The CCM shall ensure that EOWA project work performed does not conflict with work performed as part of other adjacent Tollway or other agency projects. Furthermore, the scope of services to be provided by the CCM shall include, but not be limited to, the following for the EOWA project:

1. Overall project corridor management and oversight of delivery of the project.
2. Oversight, management and coordination of contracts being managed by CMs.
3. Provide guidance to CMs as necessary to ensure that services are provided consistent with project and Tollway guidelines and procedures. The CCM will perform periodic observation of CM activities to verify their knowledge, skill, and ability to achieve the desired results and provide the Tollway Project Manager with input after observations. The CCM shall perform periodic on-site internal QA audits of CM documentation and material inspection for compliance with approved procedures
4. Support the Tollway's internal decision-making process for scope definition, budget change approval, schedule change approval and quality control.
5. The CCM will be the single point of contact for EOWA project construction for the Tollway and will be the single point of contact for individual EOWA project CMs. The CCM will be responsible for delivery of project contracts through the construction phase in accordance with established Tollway schedules and budget. The CCM scope of work includes resolving corridor construction issues, maintaining a corridor decision log, ensuring consistency amongst construction contracts (MOT, Communication, etc.), preparing transmittal memos and letters, chairing corridor wide meetings (eg. Stage Change meetings) and assistance with preparation of Staff Summary Sheets required for changes in EOWA project schedule and budget.
6. The CCM will be the single point of contact with IDOT, Local Agencies, airports, railroads and other affected agencies for construction phase activities and, in coordination with the OR and Tollway Project Manager, shall meet with the affected agencies to address issues and concerns related to the project.
7. The CCM shall serve as the Tollway's project representative for EOWA projects performed by others. Services shall include reviewing other project documentation, providing recommendations, cost proposals, etc. and any other related services.
8. Assist the Tollway in identifying services required to be performed by other contracts and preparation of associated scopes of work and project schedule documents for such contracts.
9. Provide recommendations for contract packaging based upon project priorities and criteria. The DCM will prepare associated exhibits and reports.
10. Perform constructability reviews of design phase contract plans and special provisions.
11. Attend project meetings including contract preconstruction meetings, preconstruction materials meetings, preconstruction sediment and erosion control meetings, weekly progress meetings, monthly project status meetings and other meetings as required.
12. Prepare and maintain an Emergency Communication Plan that includes emergency contact information and procedures for all active construction contracts.
13. The CCM will monitor CM/Contractor adherence to Soil and Erosion Control requirements.
14. Provide oversight and management of utility relocation work performed by others.
15. Ensuring that construction is performed in accordance with the terms and conditions documented in Intergovernmental Agreements and/ or permits with IDOT, Local Agencies, airports and Railroads for the project. The CCM will coordinate with the DCM to ensure that all project related agreements and permits are secured for each construction contract.

16. In coordination with the Tollway Project Manager, OR and DCM, address the concerns of, contact and prepare and provide information to project stakeholders including airports, communities, business organizations, general public and other interested parties. The CCM work may include providing EOWA project presentations, participation at and/or organization of public outreach meetings and regular agency coordination meetings, preparation of corridor exhibits and chairing meetings with interested parties as requested; preparation of project information that can be distributed to interested parties; participation in public meetings including providing project presentations; coordination with Tollway Communications Department and providing corridor information and exhibits. The CCM will prepare exhibits and meet with Local Agencies and IDOT to discuss project impacts to Local and IDOT facilities (including cross road traffic and drainage impacts). As necessary, the CCM will coordinate with the DCM to maintain a log of permits, agreements, etc. required from IDOT and Local Agencies, railroads and utilities.
17. Assist Tollway departments in responding to inquiries from public officials and/or the press.
18. The CCM will maintain a corridor design and construction schedule. The CCM will maintain a corridor construction cost estimate. The corridor design and construction schedule will be required to be maintained in Primavera P6 format or latest update. The CCM will review DCM developed schedules and will concur with the schedule or make recommendations for modifications.
19. Provide input toward Contractors Interim Performance Evaluations and Final Performance Evaluation.
20. Review and approve Authorization to Proceed documents prior to submittal to C5 committee. Review and approve Change Orders and Extra Work Orders prior to submittal to the Tollway.
21. Facilitate documentation, tracking and resolution of Contract Disputes.
22. Address all construction issues raised by the Tollway Departments.
23. Promote informal partnering by establishing working relationships between the Contractor, CM, DSE, outside agencies and the Tollway.
24. Review and make recommendations with respect to time extensions of project schedule related to change orders and extra work orders.
25. The CCM will assist in preparation of Board Meeting materials including review of Board Script information, Board Item summaries, etc.
26. Develop a corridor earthwork management plan in cooperation with the Design Corridor Manager (DCM) and Tollway.
27. Documenting lessons learned and providing applicable documentation and direction to CMs. The CCM shall make recommendations to the Tollway with respect to field changes and other technical field problems for incorporation in future contracts.
28. Public Coordination services including, but not limited to, those associated with the project Local Advisory Committee. The DCM will continue as the lead for the Local Advisory Committee with participation by the CCM as necessary.
29. Diversity and Sustainability Initiatives. The CCM will be required to coordinate with the project CMs and report on corridor performance with respect to DBE/EEO progress and goal attainment, green initiative progress, etc.
30. Administrative support including, but not limited to, preparation of project correspondence, scheduling meetings, preparation of meeting agendas and meeting minutes, Proliance Web Based Management administration and communication.
31. The CCM will be required to utilize the Tollway's Web Based Project Management System for all official project communications.
32. Monitor Quality Assurance items such as:
  - a. Monitor NCRs initiated by the Tollway, DSEs, CMs and Contractors for trends that required corrective action initiatives.

- b. Monitor customer complaints and other customer feedback to identify the need for corrective action initiatives or the opportunity for preventative actions.
- 33. Initiate and monitor preventative action initiatives and report on their status to the DCM and Tollway Project Manager.
- 34. Review warranty materials assembled by the CM and summarize key components for the Tollway.
- 35. Frequent/Daily Review of CM logs (RFI's, Shop Drawings, PCO's, etc.) for timeliness of response, action and reporting, review response/direction for CM for item closure. Coordinate and facilitate construction submittal review with Tollway departments. Schedule review meetings with Tollway departments as required expediting approval of critical items.
- 36. Frequent/Daily Review tracking of approved extra work orders relative to approved/submitted pay request versus approved PCO upper limit.
- 37. Participation in and oversight of preconstruction meetings conducted by CMs.
- 38. Maintain knowledge of overall project status as well as impacts of construction on Tollway users and surrounding communities.
- 39. Review progress schedules and adherence to the Approved Progress Schedules.
- 40. Review Value Engineering proposals for feasibility and benefit to the Tollway via written recommendation.
- 41. Perform audit duties as requested to satisfy documentation review requirements.
- 42. The scope of work shall include provisions for maintaining an EOWA corridor project office that will be open to the public and provide for the project's presence proximate to the corridor.

The Corridor Construction Manager (CCM) is to serve as the construction communications liaison for the EOWA project. The tasks to be performed as construction communications liaison shall include but not be limited to the following:

1. Develop and distribute to all stakeholders, as necessary, a corridor construction stage change schedule. Prior to all significant stage changes, schedule, invite attendees and coordinate a stage change review meeting to present the upcoming stage change and impacts on Tollway users, traffic congestion, toll plaza personnel, and local municipalities.
2. Attend Tollway Communication Department meetings as requested to provide a program project summary.
3. Review and resolve conflicts associated with all lane closures and traffic changes for all construction contracts. The CCM shall ensure that Tollway Departments (including, but not limited to, Maintenance, Communications, Toll Services, Business Systems, ITS, Facilities Maintenance, etc.) as well as other agencies and stakeholders are kept informed. Work will include ensuring that lane closure information is consistent, accurate, reliable and timely.
4. Will act as single point of contact for IDOT, County and local municipality coordination for construction phase activities. Coordinate development and tracking of status permits. Develop and track intergovernmental agreements and provide status updates to the affected agencies. Track reviews by outside agencies (non-utility) for timeliness and incorporation in the plans.
5. Provide executive level communication protocols to assure information is delivered in a format that supports the Tollway's internal decision making processes.

The CCM and its subconsultants are precluded from managing and directly supervising work that they are performing under other Tollway contracts. The following shall apply:

The CCM and its subconsultants can perform work on other Tollway projects provided that:

1. The consultant does not serve as the Tollway's project manager overseeing work done by that consultant firm on another Tollway contract - specifically if the consultant reviews progress reports and invoices of a contract that has that consultant as a part of the team.
2. The consultant does not review their own firm's work if that consultant firm is working on another Tollway contract.
3. Any other potential issue that a professional firm, professional individual or the Tollway reasonably determines is inappropriate shall not be allowed to occur.

#### **IV. CONSTRUCTION MANAGEMENT (CM) SERVICES**

1. The CM shall furnish services in accordance with the articles contained in the Authority's CM Manual dated March, 2018, and all applicable Tollway Criteria, Manuals and Bulletins.
2. Phase III construction management services will be provided for construction contracts as further described above.
3. The CM shall screen loads before they are sent to a Clean Construction or Demolition Debris (CCDD) facility using a 10.6 eV Photoionization Detector. The Detector should be provided by the CM.
4. Except as otherwise indicated herein, the CM shall include the Design Section Engineer (DSE) as sub-consultants for the review of shop drawings or for responses to inquiries concerning the design and plan interpretation during construction. This scope of work for the DSE's is not included separately. DSE Services during construction to be provided by Knight E/A, Inc and Knight E/A, Inc. subconsultants. are required to be included under I-18-4701. DCM Support during construction and DSE Services required to be provided by Stanley Consultants, Inc. and all subconsultants will be provided under separate contracts.

#### **V. REQUIRED SUBMITTALS TO THE AUTHORITY**

Submittal requirements shall be in accordance with the CM Manual.

#### **VI. ITEMS TO BE FURNISHED TO THE CONSTRUCTION MANAGER**

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

1. It shall be the responsibility of the CM to select the applicable reduced record drawings from the Tollway's GIS Site.
2. Digital Ortho-Imagery, contours, horizontal and vertical survey control and center line of the project limits.
3. Copies of ISTHA Standard Specifications, Standard Drawings, and ISTHA Design Criteria can be obtained from the Tollway's website.
4. Copy of contract documents for all construction contracts for which CM Services will be provided.

**PROJECT SCHEDULE**  
**Contract No. I-18-4701**  
**Corridor Construction Management/Owner's Representative and Construction Management Services**  
**Elgin O'Hare Western Access Tollway**

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SCHEDULE

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|    |                                  |                   |
|----|----------------------------------|-------------------|
| 1. | Proposal Meeting                 | January 3, 2019   |
| 2. | CM Proposal Submittal            | January 16, 2019  |
| 3. | CM Proposal Approval             | May 28, 2019      |
| 4. | Board Award                      | June 20, 2019     |
| 5. | NTP                              | August 1, 2019    |
| 6. | Construction Start Date          | August 1, 2019    |
| 7. | Construction Contract Completion | December 31, 2025 |
| 8. | Construction Contract Closeout   | December 31, 2027 |

\*\*Represents completion of construction for entire Elgin O'Hare Western Access project; closeout activities are planned to occur subsequent to construction completion and the CCM services are to be provided through closeout.

See Attachment "A"

## Attachment A

### Web-based Project Management System

The Illinois Tollway has a Web-based Project Management System (System) that will be used by project participants on Tollway projects. The System provides a number of benefits to the project participants, including:

- 1) Simplification of communications.
- 2) Automated tracking of time-sensitive items.
- 3) Automated reporting.
- 4) Common document management and storage as electronic documents will reside in a central repository.
- 5) Audit trail of information so project participants will be able to determine who did what and when.
- 6) Real-time access and exchange of information.
- 7) Easy, secure, 24/7 access to project information over the Internet via a computer and an Internet browser.

The successful consultant must establish broadband Internet connectivity in order to effectively utilize the System (T1 is recommended) and must comply with all work instructions and procedures relating to its use. The consultant must furnish all hardware and software required to effectively utilize the System, including personal computers, peripheral software, virus protection software, System plug-ins, ActiveX installation, firewall configuration and high-speed document scanners. The consultant will be solely responsible for coordination between its subconsultants & suppliers, and the System. All document transmittals and written communication from the consultant to the Illinois Tollway must be made electronically via the System. In certain cases where "wet signatures" and/or stamps are required by the Tollway, document transmittals must be made simultaneously via the System for record and by traditional means for paper documents, unless the consultant is directed otherwise in writing by the Tollway. Once stamped/signed documents have been obtained, they must be scanned and uploaded to the System for record.

All consultant, subconsultant and supplier employees who will use the web-based system must complete the training provided by the Tollway prior to having access to the system. A valid e-mail address must be provided prior to training session. The consultant agrees to comply with all terms and conditions associated with use of the web-based project management system.

- 1.0** Consultant shall utilize Tollway web based project management system to track and manage projects. System shall be an official record of all project communication. Consultant shall post copies of all project related documents on the System.
- 2.0** Within 14 calendar days of Notice to Proceed , Consultant shall designate a website manager (coordinator) who is to be the point of contact with Tollway website implementation and support staff.

- 3.0** Consultant is required but not limited to submit the following using the System:
- 3.1 Submittal schedule, submittals shall be processed using the System to provide a record of activity.
  - 3.2 Progress reports.
  - 3.3 Inspection reports.
  - 3.4 Requests for information, project clarifications, general communication and project related issues.
  - 3.5 Meeting agendas, no later than 3 days before meeting.
  - 3.6 Minutes of meetings, no later than 3 days after each progress meeting date, distribute copies of minutes via the System to each party present and to other parties who should have been present. Include a brief summary in narrative form of progress since the previous meeting and report.
- 4.0** Document submission requirements. Project documents transmitted via the System must comply with the following electronic formats:
- 4.1 Documents that are marked up or unavailable in electronic format (drawings, sketches, correspondence, etc. generated by hand drafting methods) shall be scanned to PDF (.pdf) , black and white with maximum resolution of 200dpi using CCITT Group 4 (2d Fax) compression.
  - 4.2 Documents that have been generated using Adobe Acrobat PDF printer drivers (not scanned) shall be submitted to the System.
  - 4.3 Electronic photographs shall be submitted in JPEG (.JPG) file format, sized at a minimum resolution of 1024x768 pixels.
  - 4.4 Grayscale or color photo images that are scanned shall be saved in JPEG (.JPG) file format with medium to low quality compression at a maximum resolution of 200 dpi.
  - 4.5 Product data that is available for download from the Manufacturer's website, that has been generated using Adobe Acrobat .PDF printer drivers (not scanned) may also be submitted via the System.

| <b>System Requirements</b>                                    |  |
|---|--|
| Operating System  | Windows XP   |
| Internet Browser  | Internet Explorer version 6.0 or greater   |
| Processor Speed   | 2.0 GHz or greater   |
| System Memory (RAM)   | 512 Megabytes or greater   |
| Hard Drive Space  | 1500 Megabytes (1.5Gb)   |
| Display Resolution  | 1024x768 or greater  |
| Connection Type   | Broadband Internet Connection (T1) – If a T1 is not an available option, each System participant must have a dedicated (not shared) DSL or equivalent Internet connection. |
| Other hardware  | CD-ROM or DVD drive  |
| <b>Recommended Professional Document Scanners<sup>6</sup></b> |  |
| Medium Format Scanner <sup>1</sup>                            | Canon DR-5020 Document Scanner or equivalent   |
| Medium Format Scanner <sup>1</sup>                            | Canon DR-5080C Document Scanner or equivalent  |
| Medium Format Scanner <sup>1</sup>                            | Fujitsu M 4097D IPC Document Scanner or equivalent   |
| Medium Format Scanner <sup>1</sup>                            | Fujitsu M 4097D VRS Document Scanner or equivalent   |
| Medium Format Scanner <sup>1</sup>                            | Epson GT-30000 Document Scanner or equivalent  |
| Large Format Scanner <sup>1</sup>                             | Océ TDS610 36" Monochrome Scanner or equivalent  |
| Large Format Scanner <sup>1</sup>                             | Océ TDS810 36" Monochrome Scanner or equivalent  |
| Large Format Scanner <sup>1</sup>                             | Vidar Select P36 Color Scanner or equivalent   |
| Large Format Scanner <sup>1</sup>                             | Vidar Select MP36 MonochromeScanner or equivalent  |
| <b>Required Additional Software</b>                           |  |
| Portable Document Format(.PDF) file reader                    | Adobe Acrobat Reader <sup>2</sup>  |
| Portable Document Format(.PDF) file generator                 | Adobe Acrobat <sup>3</sup>   |
| ZIP File compression utility                                  | WinZip <sup>4</sup> or equal   |

<sup>1</sup> Large and medium format scanning may also be outsourced to a digital reproduction house in your locale.

<sup>2</sup> Adobe Acrobat Reader is free software available for download at <http://www.adobe.com/>

<sup>3</sup> Adobe Acrobat is not a free software and must be purchased. At least one copy of the software must be purchased by the Consultant and must reside on a PC accessible to all users within the Consultant's office. The purchase and installation of multiple copies is recommended.

<sup>4</sup> A fully functional evaluation version of WinZip is available for download at <http://www.winzip.com/>, alternative free file compression utility is 7-zip available at <http://www.7-zip.org/>

**Note:** The scanner models specified meet the requirements of website usage and are provided for information purposes only. Scanner models may change or be discontinued by the manufacturer.

EXHIBIT G

Contract No. I-18-4701

Knight E/A, Inc.

CURRENT OBLIGATIONS FOR PROJECT

| Route & Job No. | Work Scope & Description of Project   | Fee (Including all Supplementals and Extra Work Orders) | Fee Remaining To Be Earned | Estimated Date of Completion |
|-----------------|---|---|----------------------------|------------------------------|
| I-13-4623       | IL-19 Interchange on the EOWA<br><br>Team with CH2M                           | \$8,326,800.72  | \$2,644,167.49             | 6/30/2021                    |
| I-16-4266       | Tri-County Access Project<br><br>Sub to CH2M                                  | \$7,306,233.28  | \$4,417,313.98             | 6/30/2021                    |
| I-11-4014       | Elgin O'Hare Western Bypass Tollway Design Corridor Manager<br><br>Sub to WSP | \$14,752,122.25   | \$3,825,572.47             | 6/30/2019                    |
| RR-15-9975      | General Engineering Consultant<br><br>Sub to TyLin/Wyndalco                   | \$12,466,638.08   | \$6,771,856.39             | 12/30/2021                   |
| RR-16-4277      | Tri-State Pavement & Structure Rehab DSE to CM                                | \$26,000.00   | \$26,000.00                | 12/30/2019                   |
| I-11-4026       | I-294/I-57 CCM<br><br>Sub to Ardmore  | \$18,654,329.50   | \$1,723,994.94             | 12/31/2019                   |
| RR-18-4377      | Systemwide Facility CM  | \$260,000.00  | \$260,000.00               | 12/30/2020                   |
| PTB 170-024     | Mazonia Braidwood; Reclamation Design, Engineering, and                       | \$605,393.13  | \$516,621.17               | 12/31/2023                   |

EXHIBIT G

Contract No. I-18-4701

Knight E/A, Inc.

CURRENT OBLIGATIONS FOR PROJECT

| Route & Job No. | Work Scope & Description of Project                                 | Fee (Including all Supplementals and Extra Work Orders) | Fee Remaining To Be Earned | Estimated Date of Completion |
|-----------------|---|---|----------------------------|------------------------------|
| PTB 169-018     | FAP 326 (IL 47), Phase II   | \$2,486,977.00  | \$928,034.04               | 12/31/2019                   |
| PTB 157-004     | IL 7 (159th Street) from I-355 to Will-Cook Road, Phase II          | \$3,299,417.00  | \$310,979.81               | 6/30/2019                    |
| PTB 165-001     | IL 19 (Irving Park Road) at York Road, Phase III                    | \$7,568,711.00  | \$6,909.21                 | 9/30/2019                    |
| PTB 169-017     | I-55 at Weber Road, Phase II  | \$4,849,191.00  | \$47,328.37                | 9/30/2019                    |
| PTB 172-017     | Various Phase I/II Projects, Various Routes, Various Counties,      | Per Task Order  | \$22,393.36                | 8/21/2024                    |
| PTB 175-012     | I-90 at Old Orchard Road, Phase II                                  | \$1,014,756.00  | \$102,719.28               | 6/16/2026                    |
| PTB 178-001     | FAP 346 (US 41) at Deerpath Road Storm Water Pump Station, Phase II | \$1,989,291.00  | \$464,311.84               | 10/31/2019                   |
| PTB 182-007     | FAI 55 (I-55); from I-80 to US 52, Phase I Project.                 | \$5,709,807.00  | \$1,478,360.82             | 6/30/2019                    |
| PTB 184-003     | FAI 90 (I-90) at FAI 290 (I-290) Phase III                          | \$5,149,922.00  | \$2,047,634.07             | 12/31/2019                   |
| PTB 159-022     | FAI 57 (I-57) at CH 8, Phase II                                     | \$357,809.00  | \$9,603.20                 | 10/26/2021                   |
| PTB 163-014     | Des Plaines River Road, Phase II                                    | \$851,845.00  | \$27,899.35                | 10/31/2019                   |

EXHIBIT G

Contract No. I-18-4701

Knight E/A, Inc.

CURRENT OBLIGATIONS FOR PROJECT

| Route & Job No.                              | Work Scope & Description of Project  | Fee (Including all Supplementals and Extra Work Orders) | Fee Remaining To Be Earned | Estimated Date of Completion |
|--|--|---|----------------------------|------------------------------|
| Bulletin 181<br>Project #<br>102-313-<br>047 | Department of Natural Resources Replace<br>Sewage Treatment Plants and Shower<br>Building Kankakee River Conservation Area<br>and State Park – Kankakee County | \$197,524.00  | \$60,180.04                | 6/30/2019                    |
| 04-212-015<br>Project #<br>14042010          | Historic Preservation Agency (Florence<br>Hotel)   | \$84,380.00   | \$31,006.53                | 3/26/2020                    |
| 17020910<br>Project: 630-<br>000-212         | Various Improvements Statewide Program   | \$319,800.00  | \$155,062.20               | 12/31/2019                   |
| 18022010<br>Project: 630-<br>000-234         | Repr/Rpac Overhead Door Headers, Replce<br>Siding, Update Exhaust Sys & Wash Bays<br>Statewide Program   | \$34,442.00   | \$25,653.25                | 12/1/2021                    |
| 19022410<br>Project: 814-<br>010-081         | Elevator Renovation Chicago State<br>University, Cook County   | \$65,072.00   | \$65,072.00                | 7/31/2021                    |
| P1602651<br>Req.<br>98196867                 | UIC Various Plant Systems  | \$20,000.00   | \$10,600.00                | 1/1/2021                     |
| PSS600-<br>C18004                            | UIC Utilities Retainer   | \$185,583.00  | \$57,517.00                | 6/30/2019                    |

EXHIBIT G

Contract No. I-18-4701

V3 Companies, Ltd.

CURRENT OBLIGATIONS FOR PROJECT

| Route & Job No. | Work Scope & Description of Project   | Fee (Including all Supplementals and Extra Work Orders) | Fee Remaining To Be Earned | Estimated Date of Completion |
|-----------------|---|---|----------------------------|------------------------------|
| I-12-4082       | PSB 12-5/Item 6<br>Elgin O'Hare Western Access<br>Corridor Construction Manager       | \$11,900,000.00   | \$560,000.00               | 10/31/2019                   |
| I-17-4302       | PSB 17-3/Item 7<br>I-294 Roadway Reconstruction & Bridge<br>Wolf Road to O'Hare Oasis | \$3,642,545.00  | \$1,254,993.00             | 12/31/2020                   |
| D-30-008-11     | PTB 158/Item 35<br>Statewide Structure Engineering Services                           | \$2,000,000.00  | \$31,000.00                | 10/1/2019                    |
| P-91-356-14     | PTB 172/Item 12<br>Various Phase I Projects   | \$1,800,000.00  | \$217,596.00               | 12/31/2019                   |
| C-91-127-16     | PTB 178/Item 10<br>Various Phase III  | \$1,400,000.00  | \$50,000.00                | 6/30/2019                    |

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

|  |   |
|--|---|
| <p><b>1</b> <u>2IM Group, LLC</u></p> <p>Direct Labor                   \$ 2,489,760.00</p> <p>Direct Costs                   \$ 180,240.00</p> <p>Services by Others             _____</p> <p>Additional Services **       _____</p> <p>Total this Subconsultant (ULC)                   <u>\$ 2,670,000.00</u></p>             | <p><b>7</b> <u>Material Services Testing, Inc.</u></p> <p>Direct Labor                   \$ 1,861,510.00</p> <p>Direct Costs                   \$ 808,490.00</p> <p>Services by Others             \$ -</p> <p>Additional Services **       \$ -</p> <p>Total this Subconsultant (ULC)                   <u>\$ 2,670,000.00</u></p>               |
| <p><b>2</b> <u>CKL Engineers, LLC</u></p> <p>Direct Labor                   \$ 395,122.00</p> <p>Direct Costs                   \$ 49,878.00</p> <p>Services by Others             _____</p> <p>Additional Services **       _____</p> <p>Total this Subconsultant (ULC)                   <u>\$ 445,000.00</u></p>              | <p><b>8</b> <u>O'Brien &amp; Associates, Inc.</u></p> <p>Direct Labor                   \$ 831,040.00</p> <p>Direct Costs                   \$ 58,960.00</p> <p>Services by Others             \$ -</p> <p>Additional Services **       \$ -</p> <p>Total this Subconsultant (ULC)                   <u>\$ 890,000.00</u></p>                     |
| <p><b>3</b> <u>Cotter Consulting, Inc.</u></p> <p>Direct Labor                   \$ 2,492,280.00</p> <p>Direct Costs                   \$ 177,720.00</p> <p>Services by Others             \$ -</p> <p>Additional Services **       \$ -</p> <p>Total this Subconsultant (ULC)                   <u>\$ 2,670,000.00</u></p>      | <p><b>9</b> <u>Program Management &amp; Control Services, LLC</u></p> <p>Direct Labor                   \$ 1,703,134.72</p> <p>Direct Costs                   \$ 76,865.28</p> <p>Services by Others             \$ -</p> <p>Additional Services **       \$ -</p> <p>Total this Subconsultant (ULC)                   <u>\$ 1,780,000.00</u></p> |
| <p><b>4</b> <u>DB Sterlin Consultants, Inc.</u></p> <p>Direct Labor                   \$ 3,370,608.64</p> <p>Direct Costs                   \$ 189,391.36</p> <p>Services by Others             \$ -</p> <p>Additional Services **       \$ -</p> <p>Total this Subconsultant (ULC)                   <u>\$ 3,560,000.00</u></p> | <p><b>10</b> <u>R.M. Chin &amp; Associates, Inc.</u></p> <p>Direct Labor                   \$ 3,357,307.91</p> <p>Direct Costs                   \$ 202,692.09</p> <p>Services by Others             \$ -</p> <p>Additional Services **       \$ -</p> <p>Total this Subconsultant (ULC)                   <u>\$ 3,560,000.00</u></p>             |
| <p><b>5</b> <u>Images, Inc.</u></p> <p>Direct Labor                   \$ 430,080.00</p> <p>Direct Costs                   \$ 14,920.00</p> <p>Services by Others             \$ -</p> <p>Additional Services **       \$ -</p> <p>Total this Subconsultant (ULC)                   <u>\$ 445,000.00</u></p>                      | <p><b>11</b> <u>Scale Construction, Inc.</u></p> <p>Direct Labor                   \$ 1,663,872.00</p> <p>Direct Costs                   \$ 116,128.00</p> <p>Services by Others             \$ -</p> <p>Additional Services **       \$ -</p> <p>Total this Subconsultant (ULC)                   <u>\$ 1,780,000.00</u></p>                     |
| <p><b>6</b> <u>J.A. Watts, Inc.</u></p> <p>Direct Labor                   \$ 1,663,200.00</p> <p>Direct Costs                   \$ 116,800.00</p> <p>Services by Others             \$ -</p> <p>Additional Services **       \$ -</p> <p>Total this Subconsultant (ULC)                   <u>\$ 1,780,000.00</u></p>             | <p><b>12</b> <u>Synnov Group, Inc.</u></p> <p>Direct Labor                   \$ 821,688.00</p> <p>Direct Costs                   \$ 68,312.00</p> <p>Services by Others             \$ -</p> <p>Additional Services **       \$ -</p> <p>Total this Subconsultant (ULC)                   <u>\$ 890,000.00</u></p>                                |

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

**TOTAL DBE/MBE/WBE Subconsultants: \$ 23,140,000.00**

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

**TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 23,140,000.00**

**DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 30.50%**

**DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 30.50%**

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

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

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

|   |                                |                 |  |
|---|--------------------------------|-----------------|--|
| 1 | <u>Collins Engineers, LLC</u>  |                 |  |
|   | Direct Labor                   | \$ 1,663,200.00 |  |
|   | Direct Costs                   | \$ 116,800.00   |  |
|   | Services by Others             |                 |  |
|   | Additional Services **         |                 |  |
|   | Total this Subconsultant (ULC) | \$ 1,780,000.00 |  |

|   |                                |               |  |
|---|--------------------------------|---------------|--|
| 2 | <u>SCIGON Solutions, Inc.</u>  |               |  |
|   | Direct Labor                   | \$ 821,688.00 |  |
|   | Direct Costs                   | \$ 68,312.00  |  |
|   | Services by Others             |               |  |
|   | Additional Services **         |               |  |
|   | Total this Subconsultant (ULC) | \$ 890,000.00 |  |

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

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

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

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

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

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

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

|    |                                |      |  |
|----|--------------------------------|------|--|
| 10 | <u></u>                        |      |  |
|    | 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: \$ 2,670,000.00

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

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 2,670,000.00

# Contract Information Sheet

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

Consultant Name:                                 Knight E/A, Inc.

Contract Number:                                 I-18-4701

Proposal Date:                                 5/24/2019

Exhibit Pointers                 Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-18-4701

Consultant: Knight E/A, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

| TASK                    | MONTHS of YEAR 2019 |     |     |     |     |     |     |     |      |      |      |     | TOTAL HOURS |                             |
|-------------------------|---------------------|-----|-----|-----|-----|-----|-----|-----|------|------|------|-----|-------------|-----------------------------|
|                         | Jan                 | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep  | Oct  | Nov  | Dec |             | Grand Total Exhibit A Hours |
| Deputy Corridor Manager |                     |     |     |     |     |     |     | 160 | 320  | 320  | 400  | 320 | 320         | 114850                      |
| Project Engineer        |                     |     |     |     |     |     |     | 240 | 400  | 400  | 480  | 400 | 400         | 1520                        |
| Bridge Engineers        |                     |     |     |     |     | 200 |     | 260 | 240  | 240  | 250  | 120 | 120         | 1920                        |
| QC/QA                   |                     |     |     |     |     | 20  |     | 20  | 20   | 20   | 20   | 20  | 20          | 1310                        |
| Design Support          |                     |     |     |     |     | 40  |     | 40  | 40   | 40   | 40   | 20  | 20          | 120                         |
|                         |                     |     |     |     |     |     |     |     |      |      |      |     |             | 220                         |
|                         |                     |     |     |     |     |     |     |     |      |      |      |     |             |                             |
|                         |                     |     |     |     |     |     |     |     |      |      |      |     |             |                             |
|                         |                     |     |     |     |     |     |     |     |      |      |      |     |             |                             |
|                         |                     |     |     |     |     |     |     |     |      |      |      |     |             |                             |
|                         |                     |     |     |     |     |     |     |     |      |      |      |     |             |                             |
|                         |                     |     |     |     |     |     |     |     |      |      |      |     |             |                             |
|                         |                     |     |     |     |     |     |     |     |      |      |      |     |             |                             |
|                         |                     |     |     |     |     |     |     |     |      |      |      |     |             |                             |
|                         |                     |     |     |     |     |     |     |     |      |      |      |     |             |                             |
|                         |                     |     |     |     |     |     |     |     |      |      |      |     |             |                             |
|                         |                     |     |     |     |     |     |     |     |      |      |      |     |             |                             |
|                         |                     |     |     |     |     |     |     |     |      |      |      |     |             |                             |
|                         |                     |     |     |     |     |     |     |     |      |      |      |     |             |                             |
| <b>TOTALS</b>           |                     |     |     |     |     |     | 260 | 720 | 1020 | 1020 | 1190 | 880 | 5090        |                             |

Contract Number: I-18-4701

Consultant: Knight E/A, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK                    | MONTHS of YEAR 2020 |            |             |             |             |             |             |             |             |             |             |             | TOTAL HOURS  |
|-------------------------|---------------------|------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------|
|                         | Jan                 | Feb        | Mar         | Apr         | May         | Jun         | Jul         | Aug         | Sep         | Oct         | Nov         | Dec         |              |
| Deputy Corridor Manager | 400                 | 320        | 320         | 360         | 440         | 360         | 360         | 360         | 360         | 440         | 360         | 320         | 4400         |
| Project Engineer        | 500                 | 420        | 420         | 460         | 540         | 460         | 460         | 460         | 460         | 540         | 460         | 420         | 5600         |
| Resident Engineer       |                     |            |             |             |             | 130         | 160         | 160         | 200         | 250         | 160         | 80          | 1140         |
| Asst Resident Engineers |                     |            |             |             |             |             | 160         | 160         | 200         | 250         | 160         | 80          | 1010         |
| Documentation Engineers |                     |            |             |             |             |             | 160         | 160         | 200         | 250         | 160         | 120         | 1050         |
| Materials Engineer      |                     |            |             |             |             |             | 160         | 160         | 200         | 200         | 160         | 80          | 960          |
| Bridge Engineers        | 80                  | 160        | 200         | 240         | 260         | 240         | 260         | 240         | 240         | 260         | 200         | 80          | 2460         |
| QC/QA                   | 10                  | 20         | 20          | 20          | 20          | 20          | 20          | 20          | 20          | 20          | 20          | 10          | 220          |
| Design Support          | 20                  | 20         | 40          | 40          | 40          | 40          | 40          | 40          | 40          | 40          | 20          | 20          | 400          |
| <b>TOTALS</b>           | <b>1010</b>         | <b>940</b> | <b>1000</b> | <b>1120</b> | <b>1300</b> | <b>1250</b> | <b>1780</b> | <b>1760</b> | <b>1920</b> | <b>2250</b> | <b>1700</b> | <b>1210</b> | <b>17240</b> |

Contract Number: I-18-4701

Consultant: Knight E/A, Inc.

Knights E/A, 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         |              |
| Deputy Corridor Manager | 320                 | 320         | 320         | 440         | 360         | 360         | 440         | 360         | 360         | 440         | 360         | 320         | 4400         |
| Project Engineer        | 420                 | 420         | 420         | 540         | 470         | 470         | 550         | 470         | 470         | 550         | 460         | 430         | 5670         |
| Resident Engineer       | 80                  | 160         | 200         | 220         | 200         | 200         | 220         | 200         | 200         | 220         | 160         | 80          | 2140         |
| Asst Resident Engineers | 80                  | 160         | 200         | 220         | 200         | 200         | 220         | 200         | 200         | 220         | 160         | 80          | 2140         |
| Documentation Engineers | 80                  | 160         | 200         | 220         | 200         | 200         | 220         | 200         | 200         | 220         | 160         | 80          | 2140         |
| Materials Engineer      | 80                  | 160         | 200         | 220         | 200         | 200         | 220         | 200         | 200         | 220         | 160         | 80          | 2140         |
| Bridge Engineers        | 80                  | 160         | 200         | 260         | 240         | 240         | 260         | 240         | 240         | 260         | 200         | 80          | 2460         |
| QC/QA                   | 10                  | 20          | 20          | 20          | 20          | 20          | 20          | 20          | 20          | 20          | 20          | 10          | 220          |
| Design Support          | 20                  | 20          | 40          | 40          | 40          | 40          | 40          | 40          | 40          | 40          | 20          | 20          | 400          |
| <b>TOTALS</b>           | <b>1170</b>         | <b>1580</b> | <b>1800</b> | <b>2180</b> | <b>1930</b> | <b>1930</b> | <b>2190</b> | <b>1930</b> | <b>1930</b> | <b>2190</b> | <b>1700</b> | <b>1180</b> | <b>21710</b> |

Contract Number: I-18-4701

Consultant: Knight E/A, 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  |             |
| Deputy Corridor Manager | 320                 | 320  | 320  | 440  | 360  | 360  | 440  | 360  | 440  | 360  | 360  | 320  | 4400        |
| Project Engineer        | 420                 | 420  | 420  | 540  | 460  | 460  | 540  | 460  | 540  | 460  | 460  | 420  | 5600        |
| Resident Engineer       | 80                  | 160  | 200  | 250  | 200  | 200  | 250  | 200  | 250  | 200  | 200  | 80   | 2270        |
| Asst Resident Engineers | 80                  | 160  | 200  | 250  | 200  | 200  | 250  | 200  | 250  | 200  | 200  | 80   | 2270        |
| Documentation Engineers | 80                  | 160  | 200  | 250  | 200  | 200  | 250  | 200  | 250  | 200  | 200  | 80   | 2270        |
| Materials Engineer      | 80                  | 160  | 200  | 250  | 200  | 200  | 250  | 200  | 250  | 200  | 200  | 80   | 2270        |
| Bridge Engineers        | 80                  | 160  | 200  | 250  | 200  | 200  | 250  | 200  | 250  | 200  | 200  | 80   | 2270        |
| QC/QA                   | 10                  | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 10   | 220         |
| Design Support          | 20                  | 20   | 40   | 40   | 40   | 40   | 40   | 40   | 40   | 40   | 20   | 20   | 400         |
| <b>TOTALS</b>           | 1170                | 1580 | 1800 | 2290 | 1880 | 1880 | 2290 | 1880 | 2290 | 1880 | 1860 | 1170 | 21970       |

Contract Number: I-18-4701

Consultant:

Knight E/A, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK                    | MONTHS of YEAR 2023 |      |      |      |      |      |      |      |      |      |      |     | TOTAL HOURS |
|-------------------------|---------------------|------|------|------|------|------|------|------|------|------|------|-----|-------------|
|                         | Jan                 | Feb  | Mar  | Apr  | May  | Jun  | Jul  | Aug  | Sep  | Oct  | Nov  | Dec |             |
| Deputy Corridor Manager | 320                 | 320  | 400  | 360  | 360  | 440  | 360  | 360  | 440  | 360  | 360  | 320 | 4400        |
| Project Engineer        | 420                 | 420  | 500  | 460  | 460  | 540  | 460  | 460  | 540  | 460  | 460  | 420 | 5600        |
| Resident Engineer       | 80                  | 160  | 200  |      |      |      |      |      |      |      |      |     | 440         |
| Documentation Engineers | 120                 | 160  | 200  |      |      |      |      |      |      |      |      |     | 480         |
| Materials Engineer      | 80                  | 160  | 200  |      |      |      |      |      |      |      |      |     | 440         |
| Roadway Engineers       | 160                 | 320  | 500  | 400  | 400  | 500  | 400  | 400  | 500  | 400  | 320  | 160 | 4460        |
| QC/QA                   | 10                  | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 10  | 220         |
| <b>TOTALS</b>           | 1190                | 1560 | 2020 | 1240 | 1240 | 1500 | 1240 | 1240 | 1500 | 1240 | 1160 | 910 | 16040       |

Contract Number: I-18-4701

Consultant: Knight E/A, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK                    | MONTHS of YEAR 2024 |     |      |      |      |      |      |      |      |      |      |     | TOTAL HOURS |       |
|-------------------------|---------------------|-----|------|------|------|------|------|------|------|------|------|-----|-------------|-------|
|                         | Jan                 | Feb | Mar  | Apr  | May  | Jun  | Jul  | Aug  | Sep  | Oct  | Nov  | Dec |             |       |
| Deputy Corridor Manager | 320                 | 320 | 400  | 360  | 440  | 360  | 360  | 440  | 360  | 360  | 360  | 320 | 320         | 4400  |
| Project Engineer        | 420                 | 420 | 500  | 460  | 540  | 460  | 460  | 540  | 460  | 460  | 460  | 420 | 420         | 5600  |
| Roadway Engineers       | 80                  | 160 | 250  | 200  | 200  | 250  | 200  | 200  | 250  | 200  | 200  | 80  | 80          | 2230  |
| QC/QA                   | 10                  | 20  | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 10  | 10          | 220   |
| TOTALS                  | 830                 | 920 | 1170 | 1040 | 1200 | 1090 | 1040 | 1200 | 1090 | 1040 | 1000 | 830 | 830         | 12450 |

Contract Number: I-18-4701 Consultant: Knight E/A, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK                    | MONTHS of YEAR 2025 |      |      |      |      |      |      |      |     |      |     |     | TOTAL HOURS |
|-------------------------|---------------------|------|------|------|------|------|------|------|-----|------|-----|-----|-------------|
|                         | Jan                 | Feb  | Mar  | Apr  | May  | Jun  | Jul  | Aug  | Sep | Oct  | Nov | Dec |             |
| Deputy Corridor Manager | 320                 | 320  | 320  | 360  | 440  | 360  | 360  | 440  | 360 | 440  | 360 | 320 | 4400        |
| Project Engineer        | 420                 | 420  | 420  | 460  | 540  | 460  | 460  | 540  | 460 | 540  | 460 | 420 | 5600        |
| Resident Engineer       | 160                 | 160  | 160  | 160  | 160  | 160  | 160  |      |     |      |     |     | 1120        |
| Documentation Engineers | 160                 | 160  | 160  | 160  | 160  | 160  | 160  | 50   |     |      |     |     | 1170        |
| QC/QA                   | 10                  | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 20  | 20   | 20  | 10  | 220         |
|                         |                     |      |      |      |      |      |      |      |     |      |     |     |             |
|                         |                     |      |      |      |      |      |      |      |     |      |     |     |             |
|                         |                     |      |      |      |      |      |      |      |     |      |     |     |             |
|                         |                     |      |      |      |      |      |      |      |     |      |     |     |             |
|                         |                     |      |      |      |      |      |      |      |     |      |     |     |             |
|                         |                     |      |      |      |      |      |      |      |     |      |     |     |             |
|                         |                     |      |      |      |      |      |      |      |     |      |     |     |             |
|                         |                     |      |      |      |      |      |      |      |     |      |     |     |             |
| <b>TOTALS</b>           | 1070                | 1080 | 1080 | 1160 | 1320 | 1160 | 1160 | 1050 | 840 | 1000 | 840 | 750 | 12510       |

Contract Number: I-18-4701 Consultant: Knight E/A, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

| TASK                    | MONTHS of YEAR 2026 |            |            |            |            |            |            |            |            |            |            |            | TOTAL HOURS |             |
|-------------------------|---------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|-------------|-------------|
|                         | Jan                 | Feb        | Mar        | Apr        | May        | Jun        | Jul        | Aug        | Sep        | Oct        | Nov        | Dec        |             |             |
| Deputy Corridor Manager | 320                 | 320        | 320        | 400        | 320        | 320        | 400        | 320        | 320        | 400        | 320        | 320        | 320         | 4080        |
|                         |                     |            |            |            |            |            |            |            |            |            |            |            |             |             |
|                         |                     |            |            |            |            |            |            |            |            |            |            |            |             |             |
|                         |                     |            |            |            |            |            |            |            |            |            |            |            |             |             |
|                         |                     |            |            |            |            |            |            |            |            |            |            |            |             |             |
|                         |                     |            |            |            |            |            |            |            |            |            |            |            |             |             |
|                         |                     |            |            |            |            |            |            |            |            |            |            |            |             |             |
|                         |                     |            |            |            |            |            |            |            |            |            |            |            |             |             |
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| <b>TOTALS</b>           | <b>320</b>          | <b>320</b> | <b>320</b> | <b>400</b> | <b>320</b> | <b>320</b> | <b>400</b> | <b>320</b> | <b>320</b> | <b>400</b> | <b>320</b> | <b>320</b> | <b>320</b>  | <b>4080</b> |

Contract Number: I-18-4701

Consultant:

Knight E/A, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK                    | MONTHS of YEAR 2027 |     |     |     |     |     |     |     |     |     |     |     | TOTAL HOURS |
|-------------------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|
|                         | Jan                 | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |             |
| Deputy Corridor Manager | 160                 | 320 | 320 | 400 | 320 | 320 | 400 | 320 | 320 | 400 | 320 | 160 | 3760        |
|                         |                     |     |     |     |     |     |     |     |     |     |     |     |             |
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|                         |                     |     |     |     |     |     |     |     |     |     |     |     |             |
| TOTALS                  | 160                 | 320 | 320 | 400 | 320 | 320 | 400 | 320 | 320 | 400 | 320 | 160 | 3760        |



Contract No.:           I-18-4701           Consultant:           Knight E/A, Inc.          

EXHIBIT D

**REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES**

- A. **VEHICLE REIMBURSEMENT - rate based on link below**  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
  
- B. **ALLOWABLE DIRECT COSTS - based on link below**  
[https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS\\_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5](https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5)
  
- C. **OVERTIME PREMIUM**
  
- D. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

**DIRECT COST CATEGORY**

\_\_\_\_\_

Field Office:

\_\_\_\_\_

\$12,000 / Mo (Estimated) X 84 Mo X 50%

\_\_\_\_\_

\$504,000 (Estimated)

\_\_\_\_\_

RR Liability Ins - \$25,000.00 (Est)

\_\_\_\_\_

eRailsafe Training - \$1,000.00 (Est)

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TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized) \$ 1,385,077.20

## ALLOWABLE DIRECT COSTS

**09.12.2018**

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

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

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

## ALLOWABLE DIRECT COSTS

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

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

### NOTES:

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

Contract No.: I-18-4701

Consultant: Knight E/A, Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

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

**Project Manager:** Eugene Joynt, P.E.

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

**Resident Engineer:** Robert J. Hildebranski, P.E.

**Documentation Engineer:** Donna Haas

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

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

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

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

**Others:** Name: Frank Williams, P.E., S.E.

Classification: QC/QA Structural

Name: Manuel Bugayong

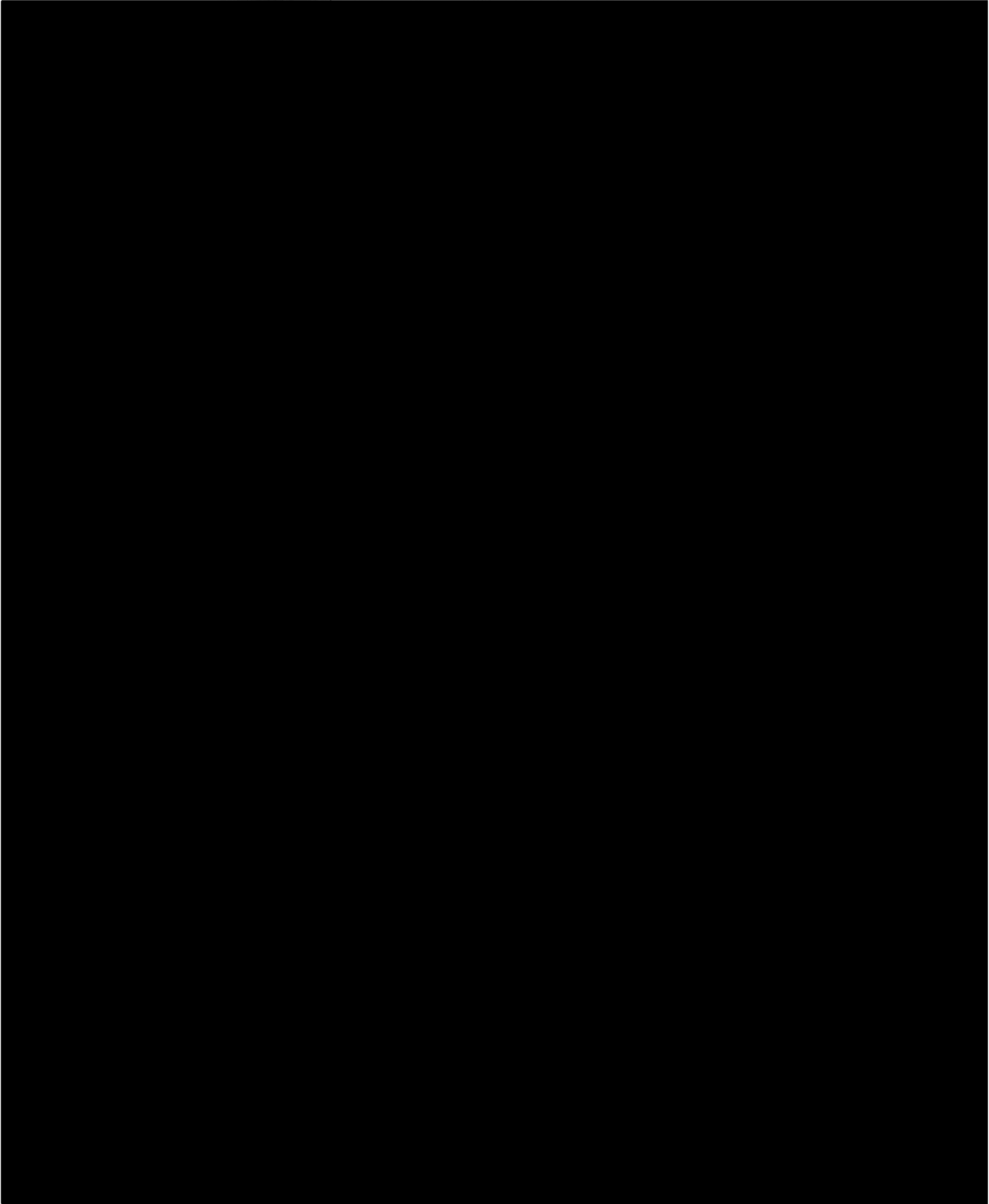
Classification: Materials Coordinator

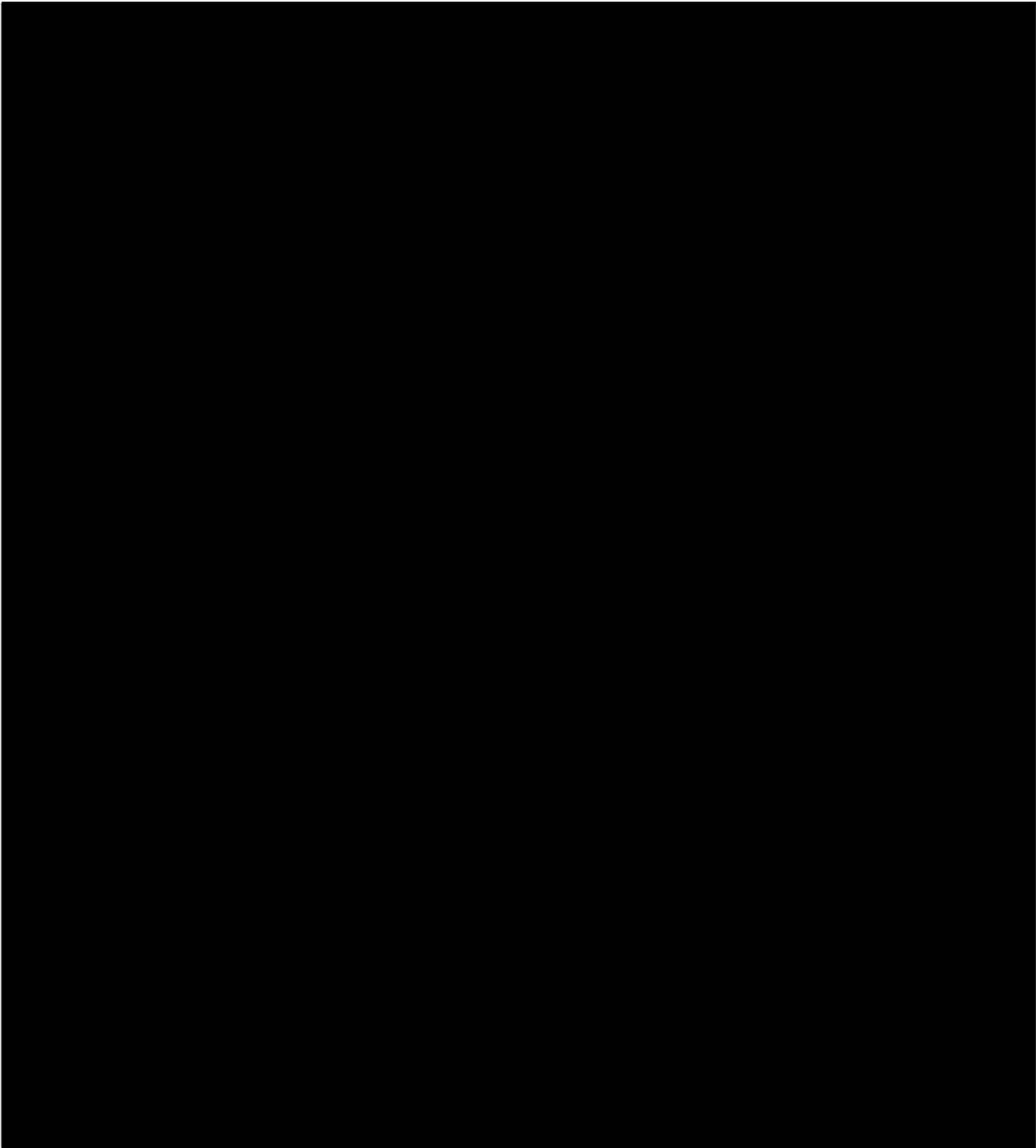
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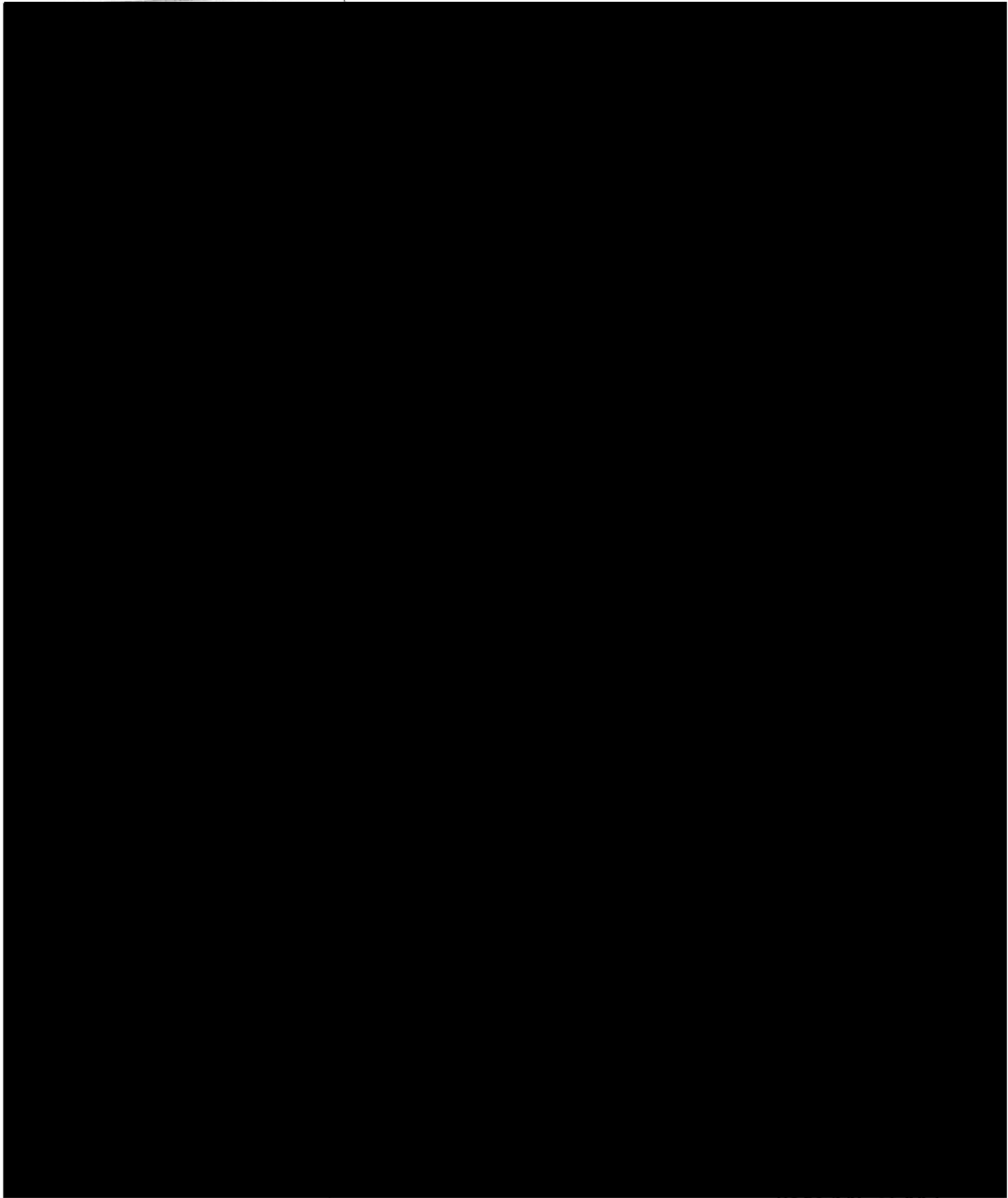
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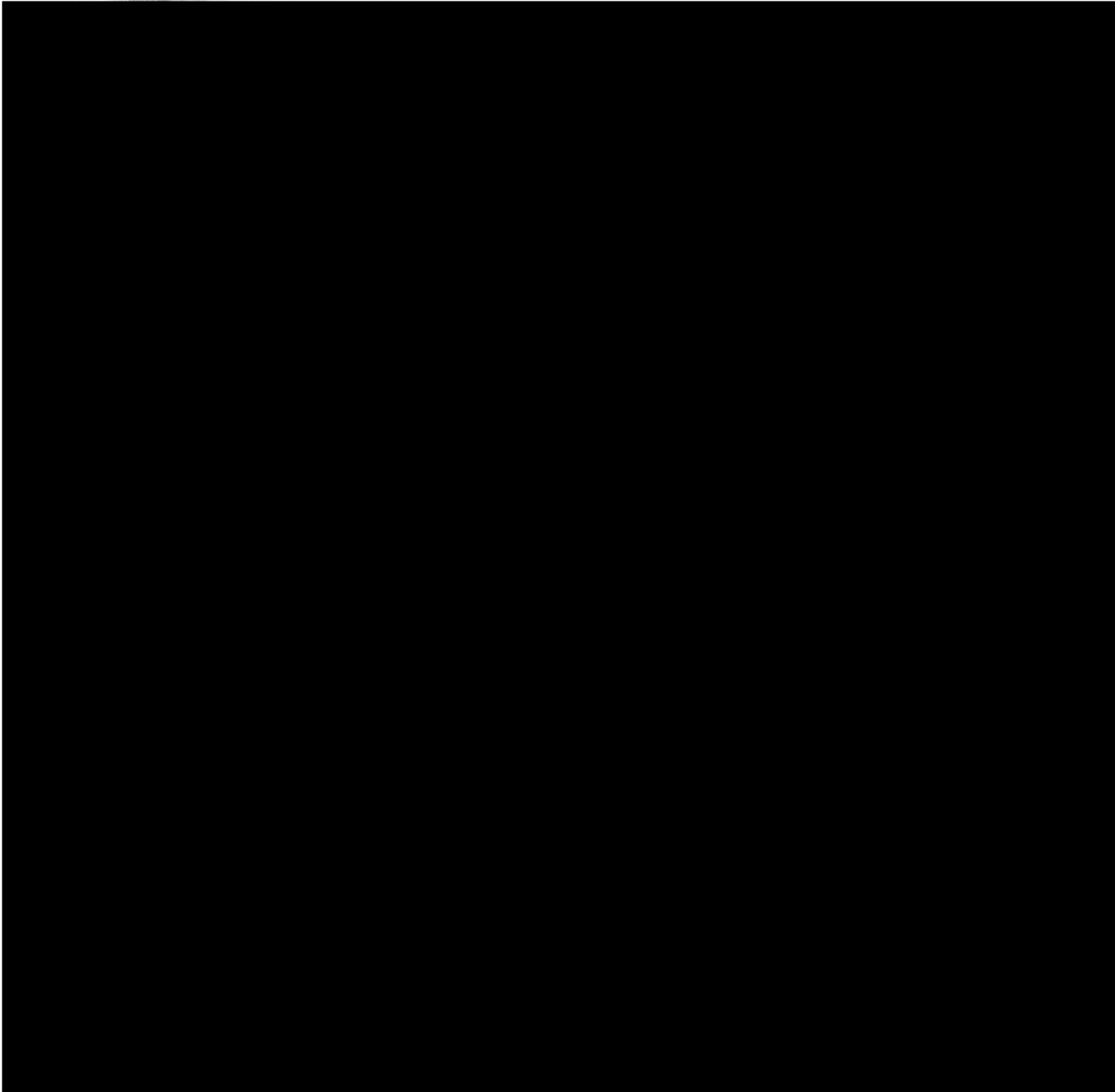
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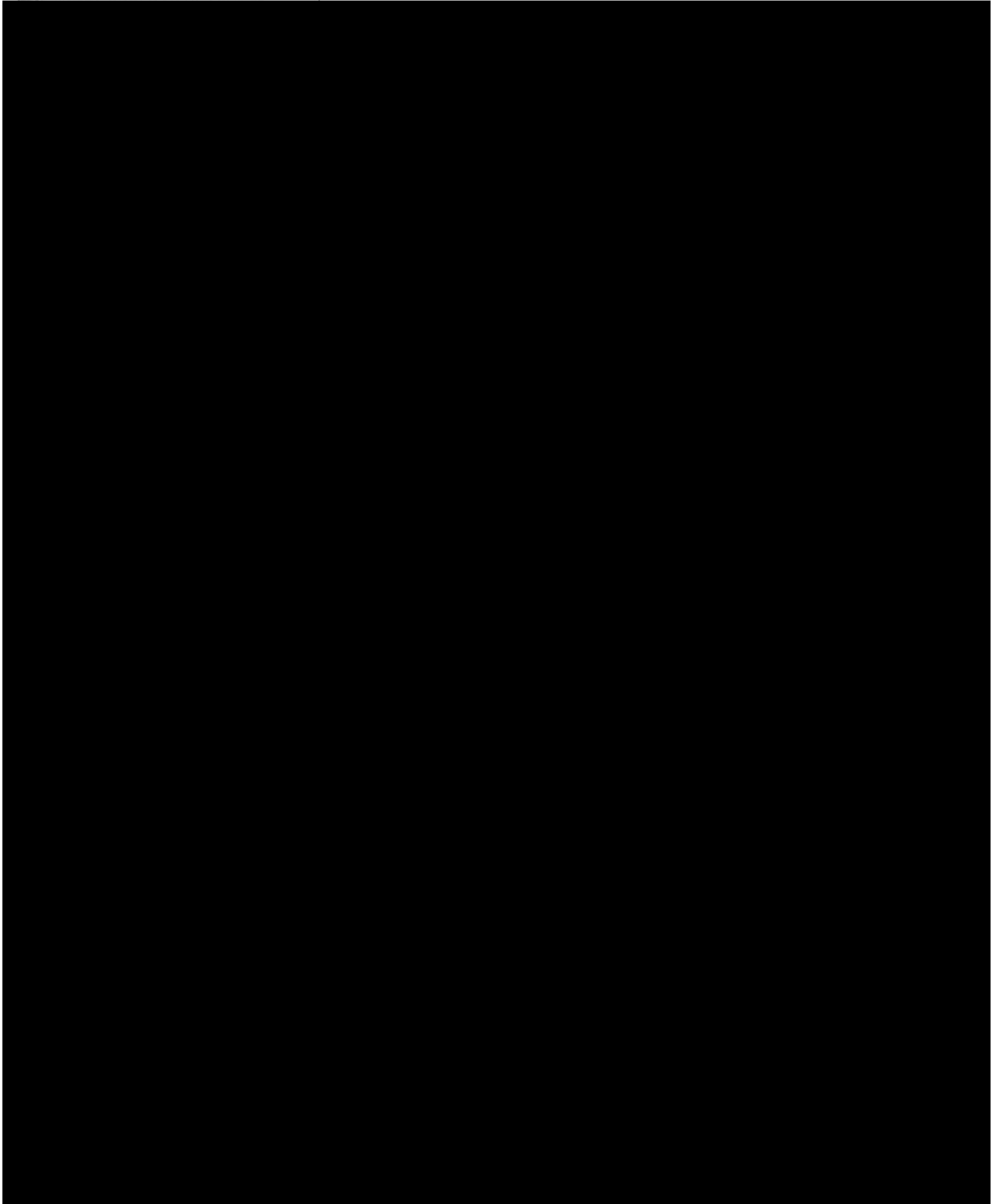
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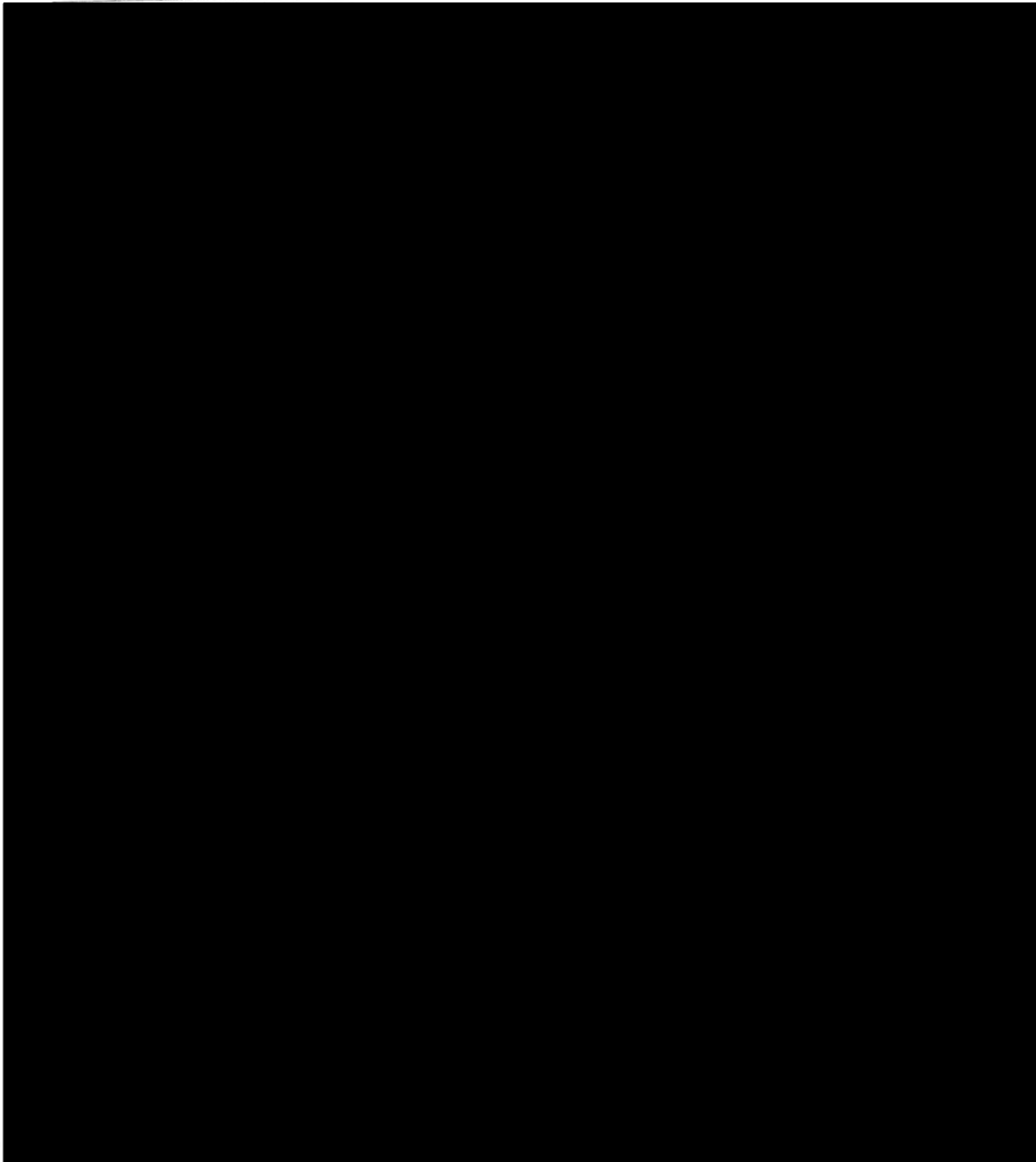


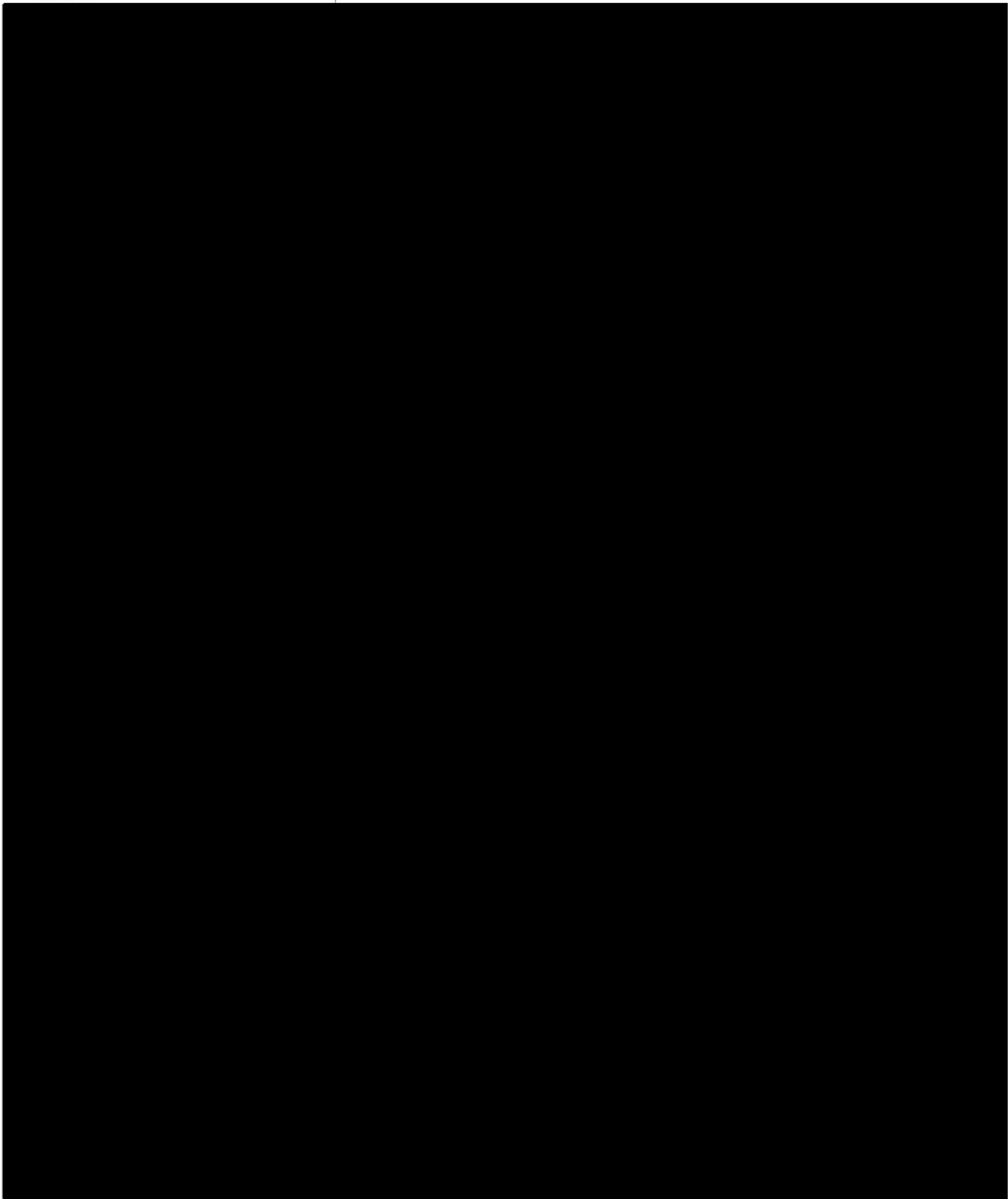


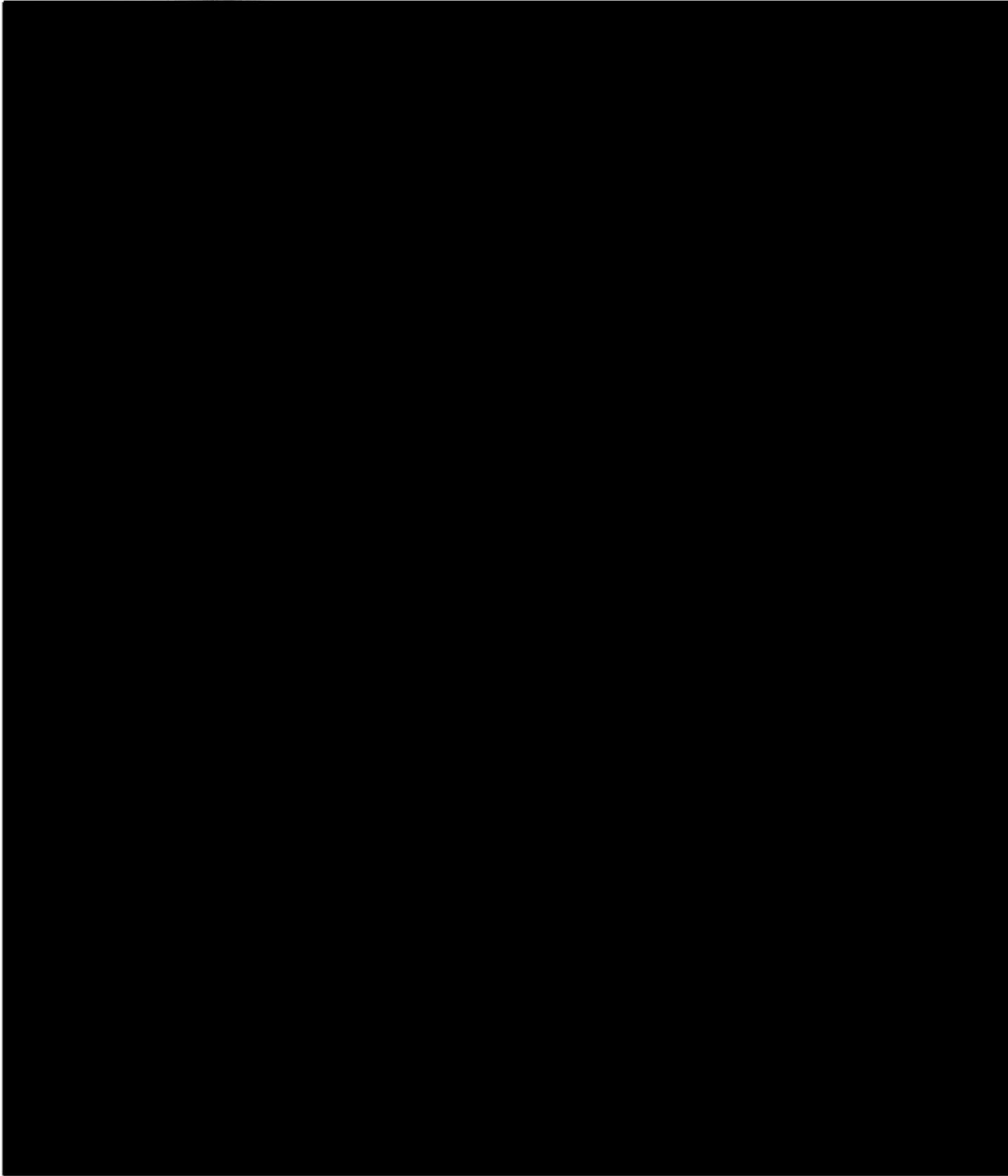


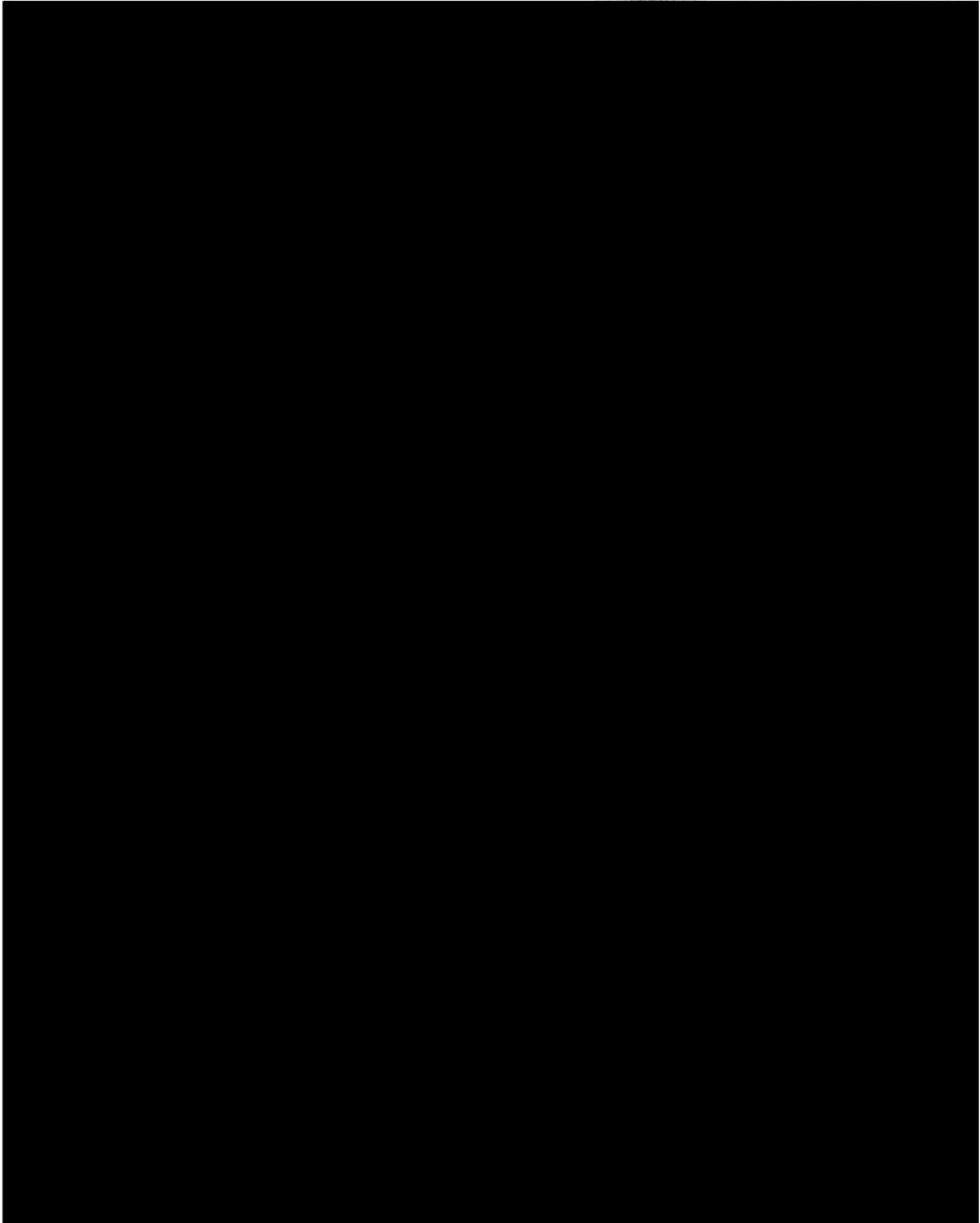




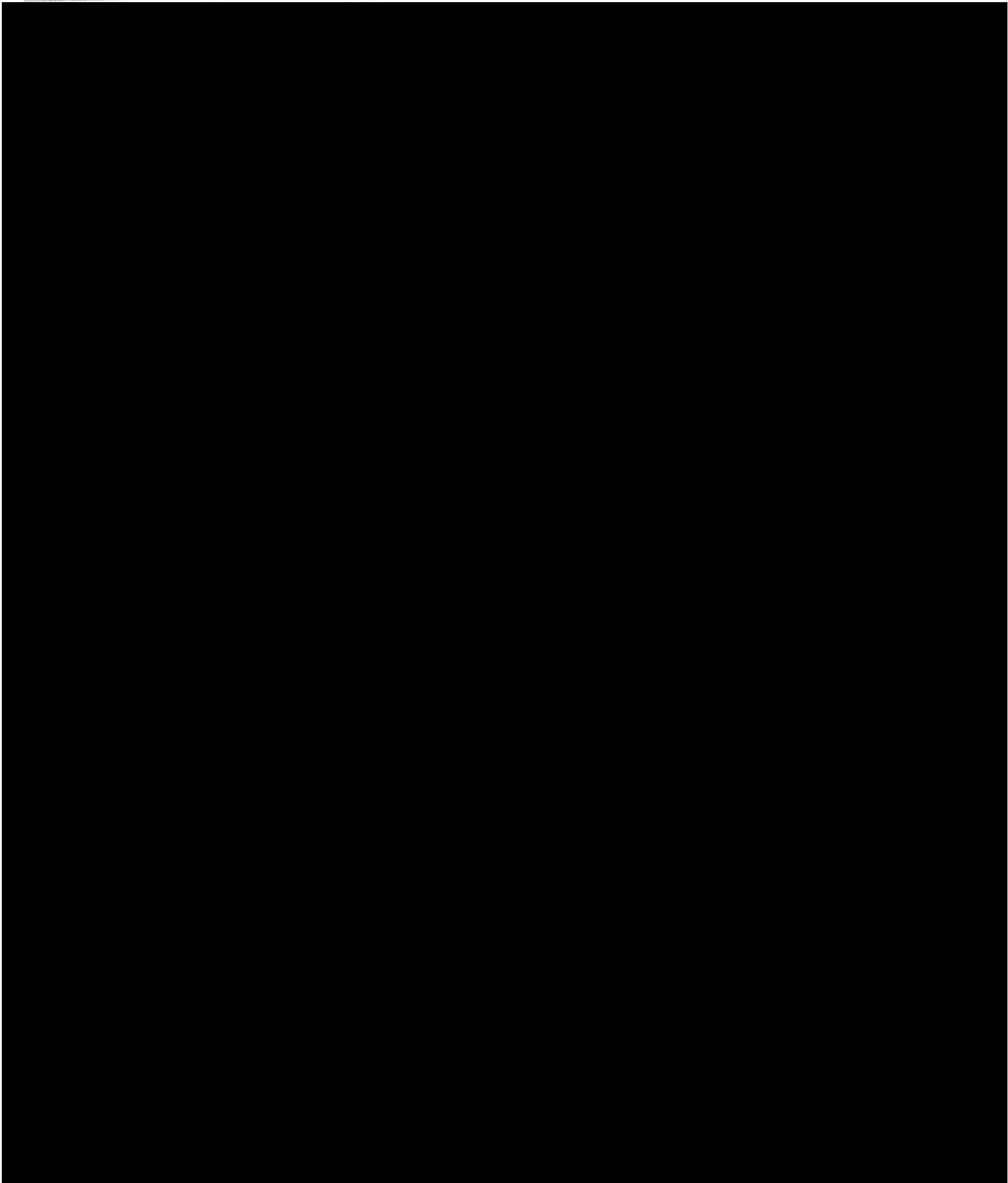








prepare transmittals and proposals to clients. Coordinate, meet and discuss with clients



consideration, and...

# **Exhibit F**

## **Scope of Work**

**Elgin O'Hare Western Access (Illinois Route 390/I-490)  
Corridor Construction Management and Owner's Representative Services (CCM/OR)**

Contract No. I-18-4701

**Illinois State Toll Highway Authority**

## I. PROJECT DESCRIPTION

This project is to provide Construction Corridor Management Services and Owner's Representative Services (CCM/OR) as required for all contracts associated with the Elgin O'Hare Western Access (EOWA) project. The consultant shall provide services as directed by the Illinois Tollway (Tollway) in coordination with the services being provided under the Design Corridor Management (DCM) contract. The CCM/OR services shall not duplicate the services being provided by the DCM. Both the CCM and DCM shall report to the Tollway Project Manager.

The EOWA project limits include Illinois Route 390 and I-490 in their entirety, the Tri-State Tollway (I-294) between North Avenue and Wolf Road and arterial roadways and off site locations adjacent to the aforementioned toll roads and associated with the construction of the EOWA project. The CCM Services shall be provided for all remaining EOWA project construction contracts through completion and closeout. OR Services shall be provided as necessary for the entirety of the EOWA Project through completion and construction of all EOWA contracts.

The CCM shall provide oversight and construction corridor management of EOWA project construction. The oversight shall include, but not be limited to, oversight of Phase III engineering services (Construction Management (CM)) services being provided by others. The CM services provided by others will be for one or more construction contracts.

The project also includes providing CM services including construction inspection and supervision for the following construction contracts associated with the EOWA project:

1. Union Pacific (UP) Railroad Reconstruction Advance Contract.
2. Union Pacific (UP) Railroad – Irving Park Road to I-294 including UP over Canadian Pacific Railway (CP) and Franklin Avenue/Green Street Bridge Reconstruction Contract #1.
3. Union Pacific (UP) Railroad – Irving Park Road to I-294 including UP over Canadian Pacific Railway (CP) and Franklin Avenue/Green Street Bridge Reconstruction Contract #2.
4. Illinois Route 390 at I-490 Interchange Roadway Construction.
5. Upon Request construction contracts yet to be determined and authorized on a task order basis.

The CM will perform on-site inspection, review layout of the contract(s), prepare records, maintain documentation, submit pay estimates and change orders and any other duties requiring the services of an engineer to complete the work on a timely basis and in accordance with Tollway specifications. 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 work by the Contractor. The CM must have MicroStation capabilities. All final documents shall be submitted in hard copy and electronic format and follow the ICAPP Manual. All CADD file documents shall be required to contain all record drawing modifications.

The EOWA project consists of upgrading and extending Illinois Route 390 (formerly the Elgin O'Hare Expressway) between U.S. Route 20 (Lake Street) and I-490 (the O'Hare Western Access) for approximately 10 miles. I-490 is proposed to be constructed as a new toll highway and will extend from I-90 at the location of the former Des Plaines Oasis to I-294 near Grand Avenue totaling approximately 6.2 miles in length and generally located along the western edge of O'Hare Airport. Full access system interchanges are proposed to be constructed at I-90, Illinois Route 390 and I-294. The Illinois Route 390 interchange with I-490 will include construction of western access ramps to/from O'Hare International Airport. Service interchanges are proposed to be constructed at IL 72 (Touhy Avenue), the proposed O'Hare West Terminal (Western

Landside Reserve Area), IL 19, Pratt Boulevard and Green Street/Franklin Avenue. Due to the interrelationship between the EOWA project and Central Tri-State Tollway corridor projects (i.e. near the planned Western Access (future I-490) and Central Tri-State Tollway (I-294) interchange), the construction of the proposed I-294 Tollway improvements between North Avenue and Wolf Road are being advanced through design and construction in conjunction with the EOWA proposed improvements and, as such, the CCM/OR services being provided under the contract are to include that segment of I-294. As defined hereinafter, the EOWA Project shall be assumed to include the construction of the proposed improvements along the aforementioned section of I-294. Finally, the EOWA project includes, but is not limited to, off-system improvements along Touhy Avenue, Franklin Avenue/Green Street, County Line Road, Lake Street and North Avenue, all of which are planned to be advanced through construction by the Cook County Department of Transportation and Highways but for which CCM, oversight and coordination services are required to be provided.

## II. OWNER'S REPRESENTATIVE (OR) SERVICES UPON REQUEST

The Owners Representative (OR) services shall include being responsible for monitoring and managing overall delivery of the EOWA Project. The consultant project manager or designee shall represent and act in the interest of the Tollway and at the direction of the Tollway. The OR services are not authorized to be performed at the time of the notice to proceed for the contract. The OR services will be managed on a task order basis. After receipt of the contract notice to proceed and during the contract duration, the consultant shall submit task order requests for proposed services as necessary which shall require authorization by the Tollway prior to the services being performed. The scope of services provided shall include, but not be limited to, the following:

- **Project Oversight and Monitoring**
  - Accountable for overall project delivery.
  - Performs independent analysis of project through coordination with Design Corridor Manager and Corridor Construction Manager.
  - Provides senior staff evaluation of project design and construction plan to ensure that fatal flaws are identified prior to implementation.
  - Confirms strategic direction for project as it relates scope, schedule and budget.
  - Provides recommendations for improvements to schedule and for cost savings.
  - Provides recommendations to the Tollway for project plan modifications, coordination and all other aspects required for on time delivery of the project.
- **Conflict, risk and claims mitigation and resolution**
  - Identifies project risks and provides recommendations for their mitigation and resolution through duration of project including, but not limited to, utility relocation, right of way acquisition, external agency coordination, cost , schedule, etc.
  - Resolves project conflicts related to design, construction, agency coordination or other aspects of project.
- **Railroad Engineering Coordination and Negotiation**
  - Intermediary between Tollway and Railroads (Canadian Pacific Railway, Union Pacific Railroad and Metra) executive staff.
  - Facilitates coordination (schedules meetings, agendas, presentations, exhibits, meeting follow up, etc.) with Railroads.

- Assists Tollway in technical evaluation of proposed terms and conditions included in project railroad agreements.
- Reviews project railroad agreements and individual bridge crossing construction and maintenance agreements.
- Establishes project land requirements required.
- Tracks issues required for timely execution of Railroad agreements, design submittals, construction submittals and all other items required for project construction involving Railroad right of way.
- **Project Liaison with CP, UP and Metra** - (separate from above task)
  - Serves as single point of contact for all design and construction work involving Railroads (prepares transmittal letters for Tollway signature, performs review of design submittals prior to transmittal, transmits to Railroads, responds to Railroad comments, provides recommendations to Tollway related to Railroad requests and comments affecting project design and construction).
  - Reviews Railroad proposals and provides Railroad design services related to CP Bensenville Yard and associated operational impacts.
  - Assists in securing allowable working times for construction.
  - Facilitates coordination – schedules meetings, agendas, presentations, exhibits, meeting follow up, etc. with Railroads for design and construction issues.
  - Manages plan submittals to Railroads (3 submittals for each contract).
  - Tracks design issues to ensure securing necessary design approval from Railroads.
  - Assists in securing necessary Contractor Rights of Entry to Railroad property, approvals for changes during construction, license agreement execution and approval, etc.
  - Assists in resolving conflicts with Railroads.
- **Aviation Coordination and Negotiation**
  - Facilitates coordination at executive level with City of Chicago and Chicago Department of Aviation (CDA) - coordinates with CDA Commissioner and other CDA senior staff to secure necessary project approvals. Major approvals required including but not limited to:
    - I-490 design configuration affecting south airfield.
    - Navigational Aid Modeling, effect mitigation and construction sequence.
    - Intergovernmental Agreement(s), as necessary, with City of Chicago.
    - Property rights transfer to Tollway.
    - Schedule for work involving O'Hare Airport Navigational aids – Tollway must be provided with allowable times within which to work.
    - Western Access Development planning.
  - Facilitates coordination at executive level with Federal Aviation Administration to secure necessary project approvals. Major Approvals required including but not limited to:
    - Navigational Aid Modeling, effect mitigation and construction sequence.
    - Land Use Release for permanent property rights transfer to Tollway.
    - Temporary property use.
  - Tracks aviation related items required for timely project delivery to ensure impacts to project schedule and budget are minimized – Timely design, construction, agreement and other issues resolution is required in order to advance the project on time and on budget.
- **Other Major Stakeholder Agency Coordination**

- Facilitates coordination at executive level with Illinois Department of Transportation (IDOT) - coordinates with IDOT Secretary of Transportation and other IDOT senior staff to secure necessary project approvals. Major approvals required for I-490, Environmental Impact Statement Re-Evaluations as necessary, etc.
- Facilitates coordination for approvals necessary for I-490 design with major project stakeholders including DuPage County, Cook County, Metropolitan Water Reclamation District of Greater Chicago and various municipalities.

- **Project Controls**

- Maintains Master Corridor Schedule for EOWA project – 2021-2027.
- Maintains Master Corridor Budget for EOWA project – 2021-2027.
- Coordinates with Tollway Program Management Office to provide information as required by Tollway Finance and Tollway Leadership to support bond sales, cash flow projections, program wide project planning.

1. The consultant shall report to the Tollway Project Manager for all contract matters and matters related to status and delivery of the project. The consultant assists the Tollway Project Manager with monitoring overall project status and with the identification of significant issues affecting project delivery. The consultant shall oversee the development of a project risk register by the DCM and CCM that shall serve as the single document that summarizes the risks affecting project delivery. In consultation with the CCM and DCM, the consultant shall make recommendations regarding options for resolving significant issues and risks.
2. The consultant shall report monthly, or as required, to the Tollway Project Manager regarding project status, recommendations for resolving issues and other matters the Tollway Project Manager may deem necessary.
3. The consultant shall monitor (not manage) the status of design to ensure that EOWA project scope and schedule are achieved. The consultant shall coordinate with the DCM as necessary for providing the necessary services. The consultant shall utilize the information generated by the DCM in preparing reports and processing data as necessary for reporting to the Tollway Project Manager.  
The consultant shall monitor and report, utilizing information provided by the DCM and CCM, progress with respect to major project stakeholder coordination (i.e. Federal, State and Local Agencies, Railroads, local agencies, airports, etc.), utilities, utility relocation, permits, land acquisition, etc. as they impact planned construction. The consultant shall coordinate with the Tollway Project Manager, CCM and DCM related to external agency contact to ensure that coordination efforts are not in conflict with one another.
4. The consultant shall submit activity reports to the Tollway Project Manager at the frequency required by the Tollway describing the services provided.

### III. CORRIDOR CONSTRUCTION MANAGEMENT (CCM) SERVICES

The Corridor Construction Manager (CCM) is responsible for all aspects of management and oversight of the construction of the EOWA project including coordination and oversight of work performed by individual project Construction Managers (CM). The CCM reports directly to the Tollway Project Manager. The CCM will provide a project lead that will be the single point of contact for the project and will be responsible for overall management of the EOWA project and coordination and management of the various EOWA construction contracts. The CCM shall regularly coordinate and meet with the project consultants as necessary (CMs, CM Upon Request (CUR) consultants, Survey Upon Request (SUR) consultants, Design Corridor Manager (DCM), Land Acquisition consultants, Geotechnical Services Upon Request consultants, Utility Coordination and SUE consultants, other project consultants as necessary) and Tollway Departments (including but not

limited to Maintenance and Operations, Tollway Engineering, Business Systems, ITS, Land Acquisition, Communications and Planning). The CCM shall ensure that EOWA project work performed does not conflict with work performed as part of other adjacent Tollway or other agency projects. Furthermore, the scope of services to be provided by the CCM shall include, but not be limited to, the following for the EOWA project:

1. Overall project corridor management and oversight of delivery of the project.
2. Oversight, management and coordination of contracts being managed by CCMs.
3. Provide guidance to CCMs as necessary to ensure that services are provided consistent with project and Tollway guidelines and procedures. The CCM will perform periodic observation of CM activities to verify their knowledge, skill, and ability to achieve the desired results and provide the Tollway Project Manager with input after observations. The CCM shall perform periodic on-site internal QA audits of CM documentation and material inspection for compliance with approved procedures
4. Support the Tollway's internal decision-making process for scope definition, budget change approval, schedule change approval and quality control.
5. The CCM will be the single point of contact for EOWA project construction for the Tollway and will be the single point of contact for individual EOWA project CCMs. The CCM will be responsible for delivery of project contracts through the construction phase in accordance with established Tollway schedules and budget. The CCM scope of work includes resolving corridor construction issues, maintaining a corridor decision log, ensuring consistency amongst construction contracts (MOT, Communication, etc.), preparing transmittal memos and letters, chairing corridor wide meetings (eg. Stage Change meetings) and assistance with preparation of Staff Summary Sheets required for changes in EOWA project schedule and budget.
6. The CCM will be the single point of contact with IDOT, Local Agencies, airports, railroads and other affected agencies for construction phase activities and, in coordination with the OR and Tollway Project Manager, shall meet with the affected agencies to address issues and concerns related to the project.
7. The CCM shall serve as the Tollway's project representative for EOWA projects performed by others. Services shall include reviewing other project documentation, providing recommendations, cost proposals, etc. and any other related services.
8. Assist the Tollway in identifying services required to be performed by other contracts and preparation of associated scopes of work and project schedule documents for such contracts.
9. Provide recommendations for contract packaging based upon project priorities and criteria. The DCM will prepare associated exhibits and reports.
10. Perform constructability reviews of design phase contract plans and special provisions.
11. Attend project meetings including contract preconstruction meetings, preconstruction materials meetings, preconstruction sediment and erosion control meetings, weekly progress meetings, monthly project status meetings and other meetings as required.
12. Prepare and maintain an Emergency Communication Plan that includes emergency contact information and procedures for all active construction contracts.
13. The CCM will monitor CM/Contractor adherence to Soil and Erosion Control requirements.
14. Provide oversight and management of utility relocation work performed by others.
15. Ensuring that construction is performed in accordance with the terms and conditions documented in Intergovernmental Agreements and/ or permits with IDOT, Local Agencies, airports and Railroads for the project. The CCM will coordinate with the DCM to ensure that all project related agreements and permits are secured for each construction contract.

16. In coordination with the Tollway Project Manager, OR and DCM, address the concerns of, contact and prepare and provide information to project stakeholders including airports, communities, business organizations, general public and other interested parties. The CCM work may include providing EOWA project presentations, participation at and/or organization of public outreach meetings and regular agency coordination meetings, preparation of corridor exhibits and chairing meetings with interested parties as requested; preparation of project information that can be distributed to interested parties; participation in public meetings including providing project presentations; coordination with Tollway Communications Department and providing corridor information and exhibits. The CCM will prepare exhibits and meet with Local Agencies and IDOT to discuss project impacts to Local and IDOT facilities (including cross road traffic and drainage impacts). As necessary, the CCM will coordinate with the DCM to maintain a log of permits, agreements, etc. required from IDOT and Local Agencies, railroads and utilities.
17. Assist Tollway departments in responding to inquiries from public officials and/or the press.
18. The CCM will maintain a corridor design and construction schedule. The CCM will maintain a corridor construction cost estimate. The corridor design and construction schedule will be required to be maintained in Primavera P6 format or latest update. The CCM will review DCM developed schedules and will concur with the schedule or make recommendations for modifications.
19. Provide input toward Contractors Interim Performance Evaluations and Final Performance Evaluation.
20. Review and approve Authorization to Proceed documents prior to submittal to C5 committee. Review and approve Change Orders and Extra Work Orders prior to submittal to the Tollway.
21. Facilitate documentation, tracking and resolution of Contract Disputes.
22. Address all construction issues raised by the Tollway Departments.
23. Promote informal partnering by establishing working relationships between the Contractor, CM, DSE, outside agencies and the Tollway.
24. Review and make recommendations with respect to time extensions of project schedule related to change orders and extra work orders.
25. The CCM will assist in preparation of Board Meeting materials including review of Board Script information, Board Item summaries, etc.
26. Develop a corridor earthwork management plan in cooperation with the Design Corridor Manager (DCM) and Tollway.
27. Documenting lessons learned and providing applicable documentation and direction to CMs. The CCM shall make recommendations to the Tollway with respect to field changes and other technical field problems for incorporation in future contracts.
28. Public Coordination services including, but not limited to, those associated with the project Local Advisory Committee. The DCM will continue as the lead for the Local Advisory Committee with participation by the CCM as necessary.
29. Diversity and Sustainability Initiatives. The CCM will be required to coordinate with the project CMs and report on corridor performance with respect to DBE/EEO progress and goal attainment, green initiative progress, etc.
30. Administrative support including, but not limited to, preparation of project correspondence, scheduling meetings, preparation of meeting agendas and meeting minutes, Proliance Web Based Management administration and communication.
31. The CCM will be required to utilize the Tollway's Web Based Project Management System for all official project communications.
32. Monitor Quality Assurance items such as:
  - a. Monitor NCRs initiated by the Tollway, DSEs, CMs and Contractors for trends that required corrective action initiatives.

- b. Monitor customer complaints and other customer feedback to identify the need for corrective action initiatives or the opportunity for preventative actions.
- 33. Initiate and monitor preventative action initiatives and report on their status to the DCM and Tollway Project Manager.
- 34. Review warranty materials assembled by the CM and summarize key components for the Tollway.
- 35. Frequent/Daily Review of CM logs (RFI's, Shop Drawings, PCO's, etc.) for timeliness of response, action and reporting, review response/direction for CM for item closure. Coordinate and facilitate construction submittal review with Tollway departments. Schedule review meetings with Tollway departments as required expediting approval of critical items.
- 36. Frequent/Daily Review tracking of approved extra work orders relative to approved/submitted pay request versus approved PCO upper limit.
- 37. Participation in and oversight of preconstruction meetings conducted by CMs.
- 38. Maintain knowledge of overall project status as well as impacts of construction on Tollway users and surrounding communities.
- 39. Review progress schedules and adherence to the Approved Progress Schedules.
- 40. Review Value Engineering proposals for feasibility and benefit to the Tollway via written recommendation.
- 41. Perform audit duties as requested to satisfy documentation review requirements.
- 42. The scope of work shall include provisions for maintaining an EOWA corridor project office that will be open to the public and provide for the project's presence proximate to the corridor.

The Corridor Construction Manager (CCM) is to serve as the construction communications liaison for the EOWA project. The tasks to be performed as construction communications liaison shall include but not be limited to the following:

1. Develop and distribute to all stakeholders, as necessary, a corridor construction stage change schedule. Prior to all significant stage changes, schedule, invite attendees and coordinate a stage change review meeting to present the upcoming stage change and impacts on Tollway users, traffic congestion, toll plaza personnel, and local municipalities.
2. Attend Tollway Communication Department meetings as requested to provide a program project summary.
3. Review and resolve conflicts associated with all lane closures and traffic stage changes for all construction contracts. The CCM shall ensure that Tollway Departments (including, but not limited to, Maintenance, Communications, Toll Services, Business Systems, ITS, Facilities Maintenance, etc.) as well as other agencies and stakeholders are kept informed. Work will include ensuring that lane closure information is consistent, accurate, reliable and timely.
4. Will act as single point of contact for IDOT, County and local municipality coordination for construction phase activities. Coordinate development and tracking of status permits. Develop and track intergovernmental agreements and provide status updates to the affected agencies. Track reviews by outside agencies (non-utility) for timeliness and incorporation in the plans.
5. Provide executive level communication protocols to assure information is delivered in a format that supports the Tollway's internal decision making processes.

The CCM and its subconsultants are precluded from managing and directly supervising work that they are performing under other Tollway contracts. The following shall apply:

The CCM and its subconsultants can perform work on other Tollway projects provided that:

1. The consultant does not serve as the Tollway's project manager overseeing work done by that consultant firm on another Tollway contract - specifically if the consultant reviews progress reports and invoices of a contract that has that consultant as a part of the team.
2. The consultant does not review their own firm's work if that consultant firm is working on another Tollway contract.
3. Any other potential issue that a professional firm, professional individual or the Tollway reasonably determines is inappropriate shall not be allowed to occur.

#### **IV. CONSTRUCTION MANAGEMENT (CM) SERVICES**

1. The CM shall furnish services in accordance with the articles contained in the Authority's CM Manual dated March, 2018, and all applicable Tollway Criteria, Manuals and Bulletins.
2. Phase III construction management services will be provided for construction contracts as further described above.
3. The CM shall screen loads before they are sent to a Clean Construction or Demolition Debris (CCDD) facility using a 10.6 eV Photoionization Detector. The Detector should be provided by the CM.
4. Except as otherwise indicated herein, the CM shall include the Design Section Engineer (DSE) as sub-consultants for the review of shop drawings or for responses to inquiries concerning the design and plan interpretation during construction. This scope of work for the DSE's is not included separately. DSE Services during construction to be provided by Knight E/A, Inc and Knight E/A, Inc. subconsultants. are required to be included under I-18-4701. DCM Support during construction and DSE Services required to be provided by Stanley Consultants, Inc. and all subconsultants will be provided under separate contracts.

#### **V. REQUIRED SUBMITTALS TO THE AUTHORITY**

Submittal requirements shall be in accordance with the CM Manual.

#### **VI. ITEMS TO BE FURNISHED TO THE CONSTRUCTION MANAGER**

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

1. It shall be the responsibility of the CM to select the applicable reduced record drawings from the Tollway's GIS Site.
2. Digital Ortho-Imagery, contours, horizontal and vertical survey control and center line of the project limits.
3. Copies of ISTHA Standard Specifications, Standard Drawings, and ISTHA Design Criteria can be obtained from the Tollway's website.
4. Copy of contract documents for all construction contracts for which CM Services will be provided.

**PROJECT SCHEDULE**  
**Contract No. I-18-4701**  
**Corridor Construction Management/Owner's Representative and Construction Management Services**  
**Elgin O'Hare Western Access Tollway**

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**SCHEDULE**

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- |    |                                  |                   |
|----|----------------------------------|-------------------|
| 1. | Proposal Meeting                 | January 3, 2019   |
| 2. | CM Proposal Submittal            | January 16, 2019  |
| 3. | CM Proposal Approval             | May 28, 2019      |
| 4. | Board Award                      | June 20, 2019     |
| 5. | NTP                              | August 1, 2019    |
| 6. | Construction Start Date          | August 1, 2019    |
| 7. | Construction Contract Completion | December 31, 2025 |
| 8. | Construction Contract Closeout   | December 31, 2027 |

\*\*Represents completion of construction for entire Elgin O'Hare Western Access project; closeout activities are planned to occur subsequent to construction completion and the CCM services are to be provided through closeout.

See Attachment "A"

## Attachment A

### Web-based Project Management System

The Illinois Tollway has a Web-based Project Management System (System) that will be used by project participants on Tollway projects. The System provides a number of benefits to the project participants, including:

- 1) Simplification of communications.
- 2) Automated tracking of time-sensitive items.
- 3) Automated reporting.
- 4) Common document management and storage as electronic documents will reside in a central repository.
- 5) Audit trail of information so project participants will be able to determine who did what and when.
- 6) Real-time access and exchange of information.
- 7) Easy, secure, 24/7 access to project information over the Internet via a computer and an Internet browser.

The successful consultant must establish broadband Internet connectivity in order to effectively utilize the System (T1 is recommended) and must comply with all work instructions and procedures relating to its use. The consultant must furnish all hardware and software required to effectively utilize the System, including personal computers, peripheral software, virus protection software, System plug-ins, ActiveX installation, firewall configuration and high-speed document scanners. The consultant will be solely responsible for coordination between its subconsultants & suppliers, and the System. All document transmittals and written communication from the consultant to the Illinois Tollway must be made electronically via the System. In certain cases where "wet signatures" and/or stamps are required by the Tollway, document transmittals must be made simultaneously via the System for record and by traditional means for paper documents, unless the consultant is directed otherwise in writing by the Tollway. Once stamped/signed documents have been obtained, they must be scanned and uploaded to the System for record.

All consultant, subconsultant and supplier employees who will use the web-based system must complete the training provided by the Tollway prior to having access to the system. A valid e-mail address must be provided prior to training session. The consultant agrees to comply with all terms and conditions associated with use of the web-based project management system.

- 1.0 Consultant shall utilize Tollway web based project management system to track and manage projects. System shall be an official record of all project communication. Consultant shall post copies of all project related documents on the System.
- 2.0 Within 14 calendar days of Notice to Proceed , Consultant shall designate a website manager (coordinator) who is to be the point of contact with Tollway website implementation and support staff.

- 3.0** Consultant is required but not limited to submit the following using the System:
- 3.1 Submittal schedule, submittals shall be processed using the System to provide a record of activity.
  - 3.2 Progress reports.
  - 3.3 Inspection reports.
  - 3.4 Requests for information, project clarifications, general communication and project related issues.
  - 3.5 Meeting agendas, no later than 3 days before meeting.
  - 3.6 Minutes of meetings, no later than 3 days after each progress meeting date, distribute copies of minutes via the System to each party present and to other parties who should have been present. Include a brief summary in narrative form of progress since the previous meeting and report.
- 4.0** Document submission requirements. Project documents transmitted via the System must comply with the following electronic formats:
- 4.1 Documents that are marked up or unavailable in electronic format (drawings, sketches, correspondence, etc. generated by hand drafting methods) shall be scanned to PDF (.pdf) , black and white with maximum resolution of 200dpi using CCITT Group 4 (2d Fax) compression.
  - 4.2 Documents that have been generated using Adobe Acrobat PDF printer drivers (not scanned) shall be submitted to the System.
  - 4.3 Electronic photographs shall be submitted in JPEG (.JPG) file format, sized at a minimum resolution of 1024x768 pixels.
  - 4.4 Grayscale or color photo images that are scanned shall be saved in JPEG (.JPG) file format with medium to low quality compression at a maximum resolution of 200 dpi.
  - 4.5 Product data that is available for download from the Manufacturer's website, that has been generated using Adobe Acrobat .PDF printer drivers (not scanned) may also be submitted via the System.

| <b>System Requirements</b>                                    |  |
|---|--|
| Operating System  | Windows XP   |
| Internet Browser  | Internet Explorer version 6.0 or greater   |
| Processor Speed   | 2.0 GHz or greater   |
| System Memory (RAM)   | 512 Megabytes or greater   |
| Hard Drive Space  | 1500 Megabytes (1.5Gb)   |
| Display Resolution  | 1024x768 or greater  |
| Connection Type   | Broadband Internet Connection (T1) – If a T1 is not an available option, each System participant must have a dedicated (not shared) DSL or equivalent Internet connection. |
| Other hardware  | CD-ROM or DVD drive  |
| <b>Recommended Professional Document Scanners<sup>6</sup></b> |  |
| Medium Format Scanner <sup>1</sup>                            | Canon DR-5020 Document Scanner or equivalent   |
| Medium Format Scanner <sup>1</sup>                            | Canon DR-5080C Document Scanner or equivalent  |
| Medium Format Scanner <sup>1</sup>                            | Fujitsu M 4097D IPC Document Scanner or equivalent   |
| Medium Format Scanner <sup>1</sup>                            | Fujitsu M 4097D VRS Document Scanner or equivalent   |
| Medium Format Scanner <sup>1</sup>                            | Epson GT-30000 Document Scanner or equivalent  |
| Large Format Scanner <sup>1</sup>                             | Océ TDS610 36" Monochrome Scanner or equivalent  |
| Large Format Scanner <sup>1</sup>                             | Océ TDS810 36" Monochrome Scanner or equivalent  |
| Large Format Scanner <sup>1</sup>                             | Vidar Select P36 Color Scanner or equivalent   |
| Large Format Scanner <sup>1</sup>                             | Vidar Select MP36 MonochromeScanner or equivalent  |
| <b>Required Additional Software</b>                           |  |
| Portable Document Format(.PDF) file reader                    | Adobe Acrobat Reader <sup>2</sup>  |
| Portable Document Format(.PDF) file generator                 | Adobe Acrobat <sup>3</sup>   |
| ZIP File compression utility                                  | WinZip <sup>4</sup> or equal   |

<sup>1</sup> Large and medium format scanning may also be outsourced to a digital reproduction house in your locale.

<sup>2</sup> Adobe Acrobat Reader is free software available for download at <http://www.adobe.com/>

<sup>3</sup> Adobe Acrobat is not a free software and must be purchased. At least one copy of the software must be purchased by the Consultant and must reside on a PC accessible to all users within the Consultant's office. The purchase and installation of multiple copies is recommended.

<sup>4</sup> A fully functional evaluation version of WinZip is available for download at <http://www.winzip.com/>, alternative free file compression utility is 7-zip available at <http://www.7-zip.org/>

**Note:** The scanner models specified meet the requirements of website usage and are provided for information purposes only. Scanner models may change or be discontinued by the manufacturer.

EXHIBIT G

Contract No. I-18-4701

Knight E/A, Inc.

CURRENT OBLIGATIONS FOR PROJECT

| Route & Job No. | Work Scope & Description of Project                         | Fee (Including all Supplementals and Extra Work Orders) | Fee Remaining To Be Earned | Estimated Date of Completion |
|-----------------|---|---|----------------------------|------------------------------|
| I-13-4623       | IL-19 Interchange on the EOWA                               | \$8,326,800.72  | \$2,644,167.49             | 6/30/2021                    |
|                 | Team with CH2M  |   |                            |                              |
| I-16-4266       | Tri-County Access Project                                   | \$7,306,233.28  | \$4,417,313.98             | 6/30/2021                    |
|                 | Sub to CH2M   |   |                            |                              |
| I-11-4014       | Elgin O'Hare Western Bypass Tollway Design Corridor Manager | \$14,752,122.25   | \$3,825,572.47             | 6/30/2019                    |
|                 | Sub to WSP  |   |                            |                              |
| RR-15-9975      | General Engineering Consultant                              | \$12,466,638.08   | \$6,771,856.39             | 12/30/2021                   |
|                 | Sub to TyLin/Wyndallco                                      |   |                            |                              |
| RR-16-4277      | Tri-State Pavement & Structure Rehab DSE to CM              | \$26,000.00   | \$26,000.00                | 12/30/2019                   |
| I-11-4026       | I-294/I-57 CCM  | \$18,654,329.50   | \$1,723,994.94             | 12/31/2019                   |
|                 | Sub to Ardmore  |   |                            |                              |
| RR-18-4377      | Systemwide Facility CM                                      | \$260,000.00  | \$260,000.00               | 12/30/2020                   |
| PTB 170-024     | Mazonia Braidwood; Reclamation Design, Engineering, and     | \$605,393.13  | \$516,621.17               | 12/31/2023                   |

EXHIBIT G

Contract No. I-18-4701

Knight E/A, Inc.

CURRENT OBLIGATIONS FOR PROJECT

| Route & Job No. | Work Scope & Description of Project                                 | Fee (Including all Supplementals and Extra Work Orders) | Fee Remaining To Be Earned | Estimated Date of Completion |
|-----------------|---|---|----------------------------|------------------------------|
| PTB 169-018     | FAP 326 (IL 47), Phase II   | \$2,486,977.00  | \$928,034.04               | 12/31/2019                   |
| PTB 157-004     | IL 7 (159th Street) from I-355 to Will-Cook Road, Phase II          | \$3,299,417.00  | \$310,979.81               | 6/30/2019                    |
| PTB 165-001     | IL 19 (Irving Park Road) at York Road, Phase III                    | \$7,568,711.00  | \$6,909.21                 | 9/30/2019                    |
| PTB 169-017     | I-55 at Weber Road, Phase II  | \$4,849,191.00  | \$47,328.37                | 9/30/2019                    |
| PTB 172-017     | Various Phase I/II Projects, Various Routes, Various Counties,      | Per Task Order  | \$22,393.36                | 8/21/2024                    |
| PTB 175-012     | I-90 at Old Orchard Road, Phase II                                  | \$1,014,756.00  | \$102,719.28               | 6/16/2026                    |
| PTB 178-001     | FAP 346 (US 41) at Deerpath Road Storm Water Pump Station, Phase II | \$1,989,291.00  | \$464,311.84               | 10/31/2019                   |
| PTB 182-007     | FAI 55 (I-55); from I-80 to US 52, Phase I Project.                 | \$5,709,807.00  | \$1,478,360.82             | 6/30/2019                    |
| PTB 184-003     | FAI 90 (I-90) at FAI 290 (I-290) Phase III                          | \$5,149,922.00  | \$2,047,634.07             | 12/31/2019                   |
| PTB 159-022     | FAI 57 (I-57) at CH 8, Phase II                                     | \$357,809.00  | \$9,603.20                 | 10/26/2021                   |
| PTB 163-014     | Des Plaines River Road, Phase II                                    | \$851,845.00  | \$27,899.35                | 10/31/2019                   |

EXHIBIT G

Contract No. I-18-4701

Knight E/A, Inc.

CURRENT OBLIGATIONS FOR PROJECT

| Route & Job No.                              | Work Scope & Description of Project   | Fee (Including all Supplementals and Extra Work Orders) | Fee Remaining To Be Earned | Estimated Date of Completion |
|--|---|---|----------------------------|------------------------------|
| Bulletin 181<br>Project #<br>102-313-<br>047 | Department of Natural Resources Replace Sewage Treatment Plants and Shower Building Kankakee River Conservation Area and State Park – Kankakee County | \$197,524.00  | \$60,180.04                | 6/30/2019                    |
| 04-212-015<br>Project #<br>14042010          | Historic Preservation Agency (Florence Hotel)   | \$84,380.00   | \$31,006.53                | 3/26/2020                    |
| 17020910<br>Project: 630-<br>000-212         | Various Improvements Statewide Program  | \$319,800.00  | \$155,062.20               | 12/31/2019                   |
| 18022010<br>Project: 630-<br>000-234         | Repr/Rpac Overhead Door Headers, Replce Siding, Update Exhaust Sys & Wash Bays Statewide Program  | \$34,442.00   | \$25,653.25                | 12/1/2021                    |
| 19022410<br>Project: 814-<br>010-081         | Elevator Renovation Chicago State University, Cook County   | \$65,072.00   | \$65,072.00                | 7/31/2021                    |
| P1602651<br>Req.<br>98196867                 | UIC Various Plant Systems   | \$20,000.00   | \$10,600.00                | 1/1/2021                     |
| PSS600-<br>C18004                            | UIC Utilities Retainer  | \$185,583.00  | \$57,517.00                | 6/30/2019                    |

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

Table 1: Subconsultant 1. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services \*\*, Total this Subconsultant (ULC). Total: \$ -

Table 7: Subconsultant 7. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services \*\*, Total this Subconsultant (ULC). Total: \$ -

Table 2: Subconsultant 2. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services \*\*, Total this Subconsultant (ULC). Total: \$ -

Table 8: Subconsultant 8. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services \*\*, Total this Subconsultant (ULC). Total: \$ -

Table 3: Subconsultant 3. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services \*\*, Total this Subconsultant (ULC). Total: \$ -

Table 9: Subconsultant 9. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services \*\*, Total this Subconsultant (ULC). Total: \$ -

Table 4: Subconsultant 4. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services \*\*, Total this Subconsultant (ULC). Total: \$ -

Table 10: Subconsultant 10. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services \*\*, Total this Subconsultant (ULC). Total: \$ -

Table 5: Subconsultant 5. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services \*\*, Total this Subconsultant (ULC). Total: \$ -

Table 11: Subconsultant 11. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services \*\*, Total this Subconsultant (ULC). Total: \$ -

Table 6: Subconsultant 6. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services \*\*, Total this Subconsultant (ULC). Total: \$ -

Table 12: Subconsultant 12. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services \*\*, Total this Subconsultant (ULC). Total: \$ -

\*\* 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 "1"

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

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

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

|   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |  |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
|---|--------------|----------|---|--------------|----------|---|--------------------|----------|---|------------------------|----------|---|--------------------------------|----------|---|--|--------------|----------|---|--------------|----------|---|--------------------|----------|---|------------------------|----------|---|--------------------------------|----------|---|
| <p>1</p> <table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>_____</td><td></td></tr> <tr><td>Services by Others</td><td>_____</td><td></td></tr> <tr><td>Additional Services **</td><td>_____</td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table>                 | Direct Labor | _____    |   | Direct Costs | _____    |   | Services by Others | _____    |   | Additional Services ** | _____    |   | Total this Subconsultant (ULC) | \$ _____ | - | <p>6</p> <table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table>      | Direct Labor | _____    |   | Direct Costs | \$ _____ | - | Services by Others | \$ _____ | - | Additional Services ** | \$ _____ | - | Total this Subconsultant (ULC) | \$ _____ | - |
| Direct Labor  | _____        |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |  |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Costs  | _____        |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |  |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Services by Others  | _____        |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |  |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Additional Services **  | _____        |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |  |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Total this Subconsultant (ULC)  | \$ _____     | -        |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |  |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Labor  | _____        |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |  |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Costs  | \$ _____     | -        |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |  |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Services by Others  | \$ _____     | -        |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |  |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Additional Services **  | \$ _____     | -        |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |  |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Total this Subconsultant (ULC)  | \$ _____     | -        |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |  |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| <p>2</p> <table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>\$ _____</td><td>-</td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td>-</td></tr> <tr><td>Services by Others</td><td>_____</td><td></td></tr> <tr><td>Additional Services **</td><td>_____</td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table>         | Direct Labor | \$ _____ | - | Direct Costs | \$ _____ | - | Services by Others | _____    |   | Additional Services ** | _____    |   | Total this Subconsultant (ULC) | \$ _____ | - | <p>7</p> <table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>\$ _____</td><td>-</td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table>  | Direct Labor | \$ _____ | - | Direct Costs | \$ _____ | - | Services by Others | \$ _____ | - | Additional Services ** | \$ _____ | - | Total this Subconsultant (ULC) | \$ _____ | - |
| Direct Labor  | \$ _____     | -        |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |  |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Costs  | \$ _____     | -        |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |  |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Services by Others  | _____        |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |  |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Additional Services **  | _____        |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |  |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Total this Subconsultant (ULC)  | \$ _____     | -        |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |  |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Labor  | \$ _____     | -        |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |  |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Costs  | \$ _____     | -        |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |  |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Services by Others  | \$ _____     | -        |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |  |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Additional Services **  | \$ _____     | -        |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |  |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Total this Subconsultant (ULC)  | \$ _____     | -        |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |  |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| <p>3</p> <table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>\$ _____</td><td>-</td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table> | Direct Labor | \$ _____ | - | Direct Costs | \$ _____ | - | Services by Others | \$ _____ | - | Additional Services ** | \$ _____ | - | Total this Subconsultant (ULC) | \$ _____ | - | <p>8</p> <table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>\$ _____</td><td>-</td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table>  | Direct Labor | \$ _____ | - | Direct Costs | \$ _____ | - | Services by Others | \$ _____ | - | Additional Services ** | \$ _____ | - | Total this Subconsultant (ULC) | \$ _____ | - |
| Direct Labor  | \$ _____     | -        |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |  |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Costs  | \$ _____     | -        |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |  |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Services by Others  | \$ _____     | -        |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |  |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Additional Services **  | \$ _____     | -        |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |  |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Total this Subconsultant (ULC)  | \$ _____     | -        |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |  |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Labor  | \$ _____     | -        |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |  |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Costs  | \$ _____     | -        |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |  |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Services by Others  | \$ _____     | -        |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |  |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Additional Services **  | \$ _____     | -        |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |  |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Total this Subconsultant (ULC)  | \$ _____     | -        |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |  |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| <p>4</p> <table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>\$ _____</td><td>-</td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table> | Direct Labor | \$ _____ | - | Direct Costs | \$ _____ | - | Services by Others | \$ _____ | - | Additional Services ** | \$ _____ | - | Total this Subconsultant (ULC) | \$ _____ | - | <p>9</p> <table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>\$ _____</td><td>-</td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table>  | Direct Labor | \$ _____ | - | Direct Costs | \$ _____ | - | Services by Others | \$ _____ | - | Additional Services ** | \$ _____ | - | Total this Subconsultant (ULC) | \$ _____ | - |
| Direct Labor  | \$ _____     | -        |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |  |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Costs  | \$ _____     | -        |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |  |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Services by Others  | \$ _____     | -        |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |  |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Additional Services **  | \$ _____     | -        |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |  |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Total this Subconsultant (ULC)  | \$ _____     | -        |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |  |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Labor  | \$ _____     | -        |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |  |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Costs  | \$ _____     | -        |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |  |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Services by Others  | \$ _____     | -        |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |  |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Additional Services **  | \$ _____     | -        |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |  |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Total this Subconsultant (ULC)  | \$ _____     | -        |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |  |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| <p>5</p> <table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>\$ _____</td><td>-</td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table> | Direct Labor | \$ _____ | - | Direct Costs | \$ _____ | - | Services by Others | \$ _____ | - | Additional Services ** | \$ _____ | - | Total this Subconsultant (ULC) | \$ _____ | - | <p>10</p> <table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>\$ _____</td><td>-</td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table> | Direct Labor | \$ _____ | - | Direct Costs | \$ _____ | - | Services by Others | \$ _____ | - | Additional Services ** | \$ _____ | - | Total this Subconsultant (ULC) | \$ _____ | - |
| Direct Labor  | \$ _____     | -        |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |  |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Costs  | \$ _____     | -        |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |  |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Services by Others  | \$ _____     | -        |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |  |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Additional Services **  | \$ _____     | -        |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |  |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Total this Subconsultant (ULC)  | \$ _____     | -        |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |  |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Labor  | \$ _____     | -        |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |  |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Costs  | \$ _____     | -        |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |  |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Services by Others  | \$ _____     | -        |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |  |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Additional Services **  | \$ _____     | -        |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |  |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Total this Subconsultant (ULC)  | \$ _____     | -        |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |  |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |

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

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

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

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

# Contract Information Sheet

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

Consultant Name: V3 Companies LTD

Contract Number: I-18-4701

Proposal Date: 5/24/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-18-4701

Consultant:

V3 Companies LTD

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK                                | MONTHS of YEAR 2019 |     |     |     |     |     |     |     |      |      |      |      | TOTAL HOURS |  |  |  |     |      |
|-------------------------------------|---------------------|-----|-----|-----|-----|-----|-----|-----|------|------|------|------|-------------|--|--|--|-----|------|
|                                     | Jan                 | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep  | Oct  | Nov  | Dec  |             |  |  |  |     |      |
| Construction Corridor Manager (CCM) |                     |     |     |     |     |     |     |     |      |      |      |      | 200         |  |  |  | 200 | 400  |
| Deputy CCM                          |                     |     |     |     |     |     |     |     |      |      |      |      |             |  |  |  | 380 | 760  |
| Project Engineer                    |                     |     |     |     |     |     |     |     | 840  |      |      |      |             |  |  |  | 260 | 2200 |
| Resident Engineers                  |                     |     |     |     |     |     |     | 200 | 260  | 240  |      |      |             |  |  |  | 250 | 1310 |
| Asst Resident Engineers             |                     |     |     |     |     |     |     | 200 | 260  | 240  |      |      |             |  |  |  | 250 | 1310 |
| Documentation Engineers             |                     |     |     |     |     |     |     | 180 | 250  | 200  |      |      |             |  |  |  | 250 | 1200 |
| Asst Office Engineer                |                     |     |     |     |     |     |     |     |      |      |      |      |             |  |  |  |     |      |
| Materials Engineer                  |                     |     |     |     |     |     |     | 200 | 260  | 240  |      |      |             |  |  |  | 250 | 1310 |
| QC/QA                               |                     |     |     |     |     |     |     | 20  | 20   | 20   |      |      |             |  |  |  | 20  | 120  |
|                                     |                     |     |     |     |     |     |     |     |      |      |      |      |             |  |  |  |     |      |
|                                     |                     |     |     |     |     |     |     |     |      |      |      |      |             |  |  |  |     |      |
|                                     |                     |     |     |     |     |     |     |     |      |      |      |      |             |  |  |  |     |      |
|                                     |                     |     |     |     |     |     |     |     |      |      |      |      |             |  |  |  |     |      |
|                                     |                     |     |     |     |     |     |     |     |      |      |      |      |             |  |  |  |     |      |
|                                     |                     |     |     |     |     |     |     |     |      |      |      |      |             |  |  |  |     |      |
|                                     |                     |     |     |     |     |     |     |     |      |      |      |      |             |  |  |  |     |      |
|                                     |                     |     |     |     |     |     |     |     |      |      |      |      |             |  |  |  |     |      |
|                                     |                     |     |     |     |     |     |     |     |      |      |      |      |             |  |  |  |     |      |
|                                     |                     |     |     |     |     |     |     |     |      |      |      |      |             |  |  |  |     |      |
|                                     |                     |     |     |     |     |     |     |     |      |      |      |      |             |  |  |  |     |      |
|                                     |                     |     |     |     |     |     |     |     |      |      |      |      |             |  |  |  |     |      |
|                                     |                     |     |     |     |     |     |     |     |      |      |      |      |             |  |  |  |     |      |
| <b>TOTALS</b>                       |                     |     |     |     |     |     |     | 800 | 1050 | 1780 | 1780 | 1860 | 1340        |  |  |  |     | 8610 |

Contract Number: I-18-4701

Consultant:

V3 Companies LTD

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

| TASK                                | MONTHS of YEAR 2020 |      |      |      |      |      |      |      |      |      |      |      | TOTAL HOURS |      |
|-------------------------------------|---------------------|------|------|------|------|------|------|------|------|------|------|------|-------------|------|
|                                     | Jan                 | Feb  | Mar  | Apr  | May  | Jun  | Jul  | Aug  | Sep  | Oct  | Nov  | Dec  |             |      |
| Construction Corridor Manager (CCM) | 200                 | 200  | 200  | 200  | 200  | 200  | 200  | 200  | 200  | 200  | 200  | 200  | 200         | 2400 |
| Deputy CCM                          | 380                 | 380  | 380  | 380  | 380  | 380  | 380  | 380  | 380  | 380  | 380  | 380  | 380         | 4560 |
| Project Engineer                    | 540                 | 540  | 540  | 540  | 540  | 540  | 540  | 540  | 540  | 540  | 540  | 540  | 540         | 6480 |
| Resident Engineer                   | 80                  | 160  | 200  | 240  | 260  | 240  | 260  | 240  | 240  | 260  | 200  | 80   | 2460        |      |
| Asst Resident Engineers             | 80                  | 160  | 200  | 240  | 260  | 240  | 260  | 240  | 240  | 260  | 200  | 80   | 2460        |      |
| Documentation Engineers             | 160                 | 200  | 200  | 200  | 250  | 200  | 250  | 200  | 240  | 190  | 200  | 120  | 2410        |      |
| Asst Office Engineer                | 80                  | 160  | 200  | 240  | 260  | 240  | 260  | 240  | 240  | 240  | 200  | 80   | 2440        |      |
| Materials Engineer                  | 10                  | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 10   | 220         |      |
| Roadway Engineers                   |                     |      |      |      |      |      |      |      |      |      |      |      |             |      |
| QC/QA                               |                     |      |      |      |      |      |      |      |      |      |      |      |             |      |
| <b>TOTALS</b>                       | 1530                | 1820 | 1940 | 2060 | 2170 | 2060 | 2170 | 2060 | 2300 | 2340 | 2100 | 1570 | 24120       |      |

Contract Number: I-18-4701

Consultant:

V3 Companies LTD

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  |             |       |
| Construction Corridor Manager (CCM) | 200                 | 200  | 200  | 200  | 200  | 200  | 200  | 200  | 200  | 200  | 200  | 200  | 200         | 2400  |
| Deputy CCM                          | 380                 | 380  | 380  | 380  | 380  | 380  | 380  | 380  | 380  | 380  | 380  | 380  | 380         | 4560  |
| Project Engineer                    | 540                 | 540  | 540  | 540  | 540  | 540  | 540  | 540  | 540  | 540  | 540  | 540  | 540         | 6480  |
| Resident Engineer                   | 80                  | 160  | 200  | 260  | 240  | 240  | 260  | 240  | 240  | 260  | 200  | 80   | 80          | 2460  |
| Asst Resident Engineers             | 80                  | 160  | 200  | 260  | 240  | 240  | 260  | 240  | 240  | 260  | 200  | 80   | 80          | 2460  |
| Documentation Engineers             | 80                  | 160  | 200  | 220  | 200  | 200  | 220  | 200  | 200  | 220  | 160  | 80   | 80          | 2140  |
| Asst Office Engineer                | 80                  | 160  | 160  | 200  | 160  | 160  | 200  | 160  | 160  | 200  | 160  | 80   | 80          | 1560  |
| Materials Engineer                  | 80                  | 160  | 200  | 220  | 200  | 200  | 220  | 200  | 200  | 220  | 160  | 80   | 80          | 2140  |
| Roadway Engineers                   | 80                  | 160  | 200  | 220  | 200  | 200  | 220  | 200  | 200  | 220  | 160  | 80   | 80          | 2140  |
| QC/QA                               | 10                  | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 10   | 10          | 220   |
| <b>TOTALS</b>                       | 1530                | 1940 | 2300 | 2520 | 2380 | 2380 | 2520 | 2380 | 2380 | 2520 | 2180 | 1530 | 1530        | 26560 |

Contract Number: I-18-4701

Consultant:

V3 Companies LTD

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  |             |       |
| Construction Corridor Manager (CCM) | 200                 | 200  | 200  | 200  | 200  | 200  | 200  | 200  | 200  | 200  | 200  | 200  | 200         | 2400  |
| Deputy CCM                          | 380                 | 380  | 380  | 380  | 380  | 380  | 380  | 380  | 380  | 380  | 380  | 380  | 380         | 4560  |
| Project Engineer                    | 640                 | 640  | 640  | 640  | 640  | 640  | 640  | 640  | 640  | 640  | 640  | 640  | 640         | 7680  |
| Resident Engineer                   | 80                  | 160  | 360  | 450  | 360  | 200  | 250  | 200  | 250  | 200  | 160  | 80   | 80          | 2750  |
| Asst Resident Engineers             | 80                  | 160  | 200  | 250  | 200  | 200  | 250  | 200  | 250  | 200  | 200  | 80   | 80          | 2270  |
| Documentation Engineers             | 80                  | 160  | 200  | 250  | 200  | 200  | 250  | 200  | 250  | 200  | 200  | 80   | 80          | 2270  |
| Materials Engineer                  | 80                  | 160  | 200  | 250  | 200  | 200  | 250  | 200  | 250  | 200  | 200  | 80   | 80          | 2270  |
| Roadway Engineers                   | 80                  | 160  | 200  | 250  | 200  | 200  | 250  | 200  | 250  | 200  | 200  | 80   | 80          | 2270  |
| QC/QA                               | 10                  | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 10   | 10          | 220   |
| <b>TOTALS</b>                       | 1630                | 2040 | 2400 | 2690 | 2400 | 2240 | 2490 | 2240 | 2490 | 2240 | 2200 | 1630 | 1630        | 26690 |

Contract Number: I-18-4701

Consultant: V3 Companies LTD

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK                                | MONTHS of YEAR 2023 |      |      |      |      |      |      |      |      |      |      |      | TOTAL HOURS |       |
|-------------------------------------|---------------------|------|------|------|------|------|------|------|------|------|------|------|-------------|-------|
|                                     | Jan                 | Feb  | Mar  | Apr  | May  | Jun  | Jul  | Aug  | Sep  | Oct  | Nov  | Dec  |             |       |
| Construction Corridor Manager (CCM) | 200                 | 200  | 200  | 200  | 200  | 200  | 200  | 200  | 200  | 200  | 200  | 200  | 200         | 2400  |
| Deputy CCM                          | 380                 | 380  | 380  | 380  | 380  | 380  | 380  | 380  | 380  | 380  | 380  | 380  | 380         | 4560  |
| Project Engineer                    | 640                 | 640  | 640  | 640  | 640  | 640  | 640  | 640  | 640  | 640  | 640  | 640  | 640         | 7680  |
| Resident Engineer                   | 80                  | 160  | 250  | 200  | 200  | 250  | 200  | 200  | 250  | 200  | 160  | 80   | 80          | 2230  |
| Documentation Engineers             | 120                 | 160  | 225  | 180  | 180  | 225  | 180  | 180  | 225  | 180  | 160  | 160  | 160         | 2175  |
| Asst Office Engineer                | 80                  | 160  | 250  | 200  | 200  | 250  | 200  | 200  | 250  | 200  | 160  | 80   | 80          | 2230  |
| Materials Engineer                  | 10                  | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 10          | 220   |
| TOTALS                              | 1510                | 1720 | 1965 | 1820 | 1820 | 1965 | 1820 | 1820 | 1965 | 1820 | 1720 | 1550 | 1550        | 21495 |

Contract Number: I-18-4701

Consultant: V3 Companies LTD

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK                                | MONTHS of YEAR 2024 |      |      |      |      |      |      |      |      |      |      |      | TOTAL HOURS |      |
|-------------------------------------|---------------------|------|------|------|------|------|------|------|------|------|------|------|-------------|------|
|                                     | Jan                 | Feb  | Mar  | Apr  | May  | Jun  | Jul  | Aug  | Sep  | Oct  | Nov  | Dec  |             |      |
| Construction Corridor Manager (CCM) | 200                 | 200  | 200  | 200  | 200  | 200  | 200  | 200  | 200  | 200  | 200  | 200  | 200         | 2400 |
| Deputy CCM                          | 380                 | 380  | 380  | 380  | 380  | 380  | 380  | 380  | 380  | 380  | 380  | 380  | 380         | 4560 |
| Project Engineer                    | 640                 | 640  | 640  | 640  | 640  | 640  | 640  | 640  | 640  | 640  | 640  | 640  | 640         | 7680 |
| Resident Engineer                   | 80                  | 160  | 250  | 200  | 200  | 250  | 200  | 200  | 250  | 200  | 160  | 80   | 2230        |      |
| Documentation Engineers             | 120                 | 160  | 225  | 180  | 180  | 225  | 180  | 180  | 225  | 180  | 160  | 160  | 2175        |      |
| Materials Engineer                  | 80                  | 160  | 250  | 200  | 200  | 250  | 200  | 200  | 250  | 200  | 160  | 80   | 2230        |      |
| QC/QA                               | 10                  | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 10   | 220         |      |
| <b>TOTALS</b>                       | 1510                | 1720 | 1965 | 1820 | 1820 | 1965 | 1820 | 1820 | 1965 | 1820 | 1720 | 1550 | 21495       |      |

Contract Number: I-18-4701

Consultant: V3 Companies LTD

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK                                | MONTHS of YEAR 2025 |      |      |      |      |      |      |      |      |      |      |      | TOTAL HOURS |      |
|-------------------------------------|---------------------|------|------|------|------|------|------|------|------|------|------|------|-------------|------|
|                                     | Jan                 | Feb  | Mar  | Apr  | May  | Jun  | Jul  | Aug  | Sep  | Oct  | Nov  | Dec  |             |      |
| Construction Corridor Manager (CCM) | 200                 | 200  | 200  | 200  | 200  | 200  | 200  | 200  | 200  | 200  | 200  | 200  | 200         | 2400 |
| Deputy CCM                          | 380                 | 380  | 380  | 380  | 380  | 380  | 380  | 380  | 380  | 380  | 380  | 380  | 380         | 4560 |
| Project Engineer                    | 540                 | 540  | 640  | 640  | 640  | 640  | 640  | 600  | 540  | 540  | 540  | 540  | 540         | 7040 |
| Documentation Engineers             | 140                 | 160  | 160  | 160  | 160  | 200  | 160  | 160  | 200  | 200  | 160  | 160  | 160         | 1980 |
| Materials Engineer                  | 10                  | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 10          | 220  |
| QC/QA                               |                     |      |      |      |      |      |      |      |      |      |      |      |             |      |
| TOTALS                              | 1270                | 1460 | 1560 | 1560 | 1560 | 1640 | 1560 | 1520 | 1540 | 1460 | 1460 | 1450 | 18040       |      |

Contract Number: I-18-4701

Consultant: V3 Companies LTD

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK                                | MONTHS of YEAR 2026 |     |     |     |     |     |     |     |     |     |     |     | TOTAL HOURS |
|-------------------------------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|
|                                     | Jan                 | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |             |
| Construction Corridor Manager (CCM) | 200                 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 2400        |
| Deputy CCM                          | 200                 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 2400        |
| Project Engineer                    | 160                 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 1920        |
| TOTALS                              | 560                 | 560 | 560 | 560 | 560 | 560 | 560 | 560 | 560 | 560 | 560 | 560 | 6720        |

Contract Number: I-18-4701

Consultant: V3 Companies LTD

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK                                | MONTHS of YEAR 2027 |     |     |     |     |     |     |     |     |     |     |     | TOTAL HOURS |      |
|-------------------------------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|------|
|                                     | Jan                 | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |             |      |
| Construction Corridor Manager (CCM) | 175                 | 175 | 175 | 175 | 175 | 175 | 175 | 175 | 175 | 175 | 175 | 175 | 175         | 2100 |
| Deputy CCM                          | 175                 | 175 | 175 | 175 | 175 | 175 | 175 | 175 | 175 | 175 | 175 | 175 | 175         | 2100 |
| Project Engineer                    |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                                     |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                                     |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                                     |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                                     |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                                     |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                                     |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                                     |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                                     |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                                     |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                                     |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                                     |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
| <b>TOTALS</b>                       | 350                 | 350 | 350 | 350 | 350 | 350 | 350 | 350 | 350 | 350 | 350 | 350 | 350         | 4200 |

Contract No.: I-18-4701

Consultant: V3 Companies LTD

**EXHIBIT B: FEE CALCULATIONS**

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

|   |  |                        |                     |
|---|--|------------------------|---------------------|
| <u>157,930.00</u><br>(Total Work Hours<br>from Exhibit A) | <u>\$ 60.22</u><br>(Average Hourly<br>Rate ) | TOTAL DIRECT SALARY \$ | <u>9,510,544.60</u> |
|---|--|------------------------|---------------------|

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

|   |    |                      |
|---|----|----------------------|
| <b>DIRECT REGULAR SALARY TIMES MULTIPLIER</b> | \$ | <u>26,629,524.88</u> |
|---|----|----------------------|

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

(For Prime Consultant listed above.)

|                    |    |                     |
|--------------------|----|---------------------|
| TOTAL DIRECT COSTS | \$ | <u>1,687,451.72</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) |    |          |

|   |           |                             |
|---|-----------|-----------------------------|
| <b>E. MAXIMUM ALLOWABLE FEE</b> (Upper Limit of Compensation) | <b>\$</b> | <u><u>28,316,976.60</u></u> |
|---|-----------|-----------------------------|

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. VEHICLE REIMBURSEMENT - rate based on link below  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
  
- B. ALLOWABLE DIRECT COSTS - based on link below  
[https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS\\_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5](https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5)
  
- C. OVERTIME PREMIUM
  
- D. ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:

DIRECT COST CATEGORY

|   |
|---|
| Field Office:                           |
| \$12,000 / Mo (Estimated) X 84 Mo X 50% |
| \$504,000 (Estimated)                   |
| RR Liability Ins - \$25,000.00 (Est)    |
| eRaisafe Training - \$1,000.00 (Est)    |
|   |
|   |
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|   |
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|   |
|   |
|   |

TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized) \$ 1,687,451.72

## ALLOWABLE DIRECT COSTS

**09.12.2018**

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

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

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

## ALLOWABLE DIRECT COSTS

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

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

### NOTES:

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

Contract No.: I-18-4701

Consultant: V3 Companies LTD

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** Lou Gallucci, P.E.

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

**Project Engineer:** Pete Stukas, P.E.

**Resident Engineer:** Megan Benetatos, P.E., LEED AP

**Documentation Engineer:** Mike Tamme

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

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

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

**Senior Engineer:** Tom Valaitis, P.E.

**Others:** Name: Vince Del Medico, P.E.

Classification: QC/QA Roadway

Name: Michael Wallin

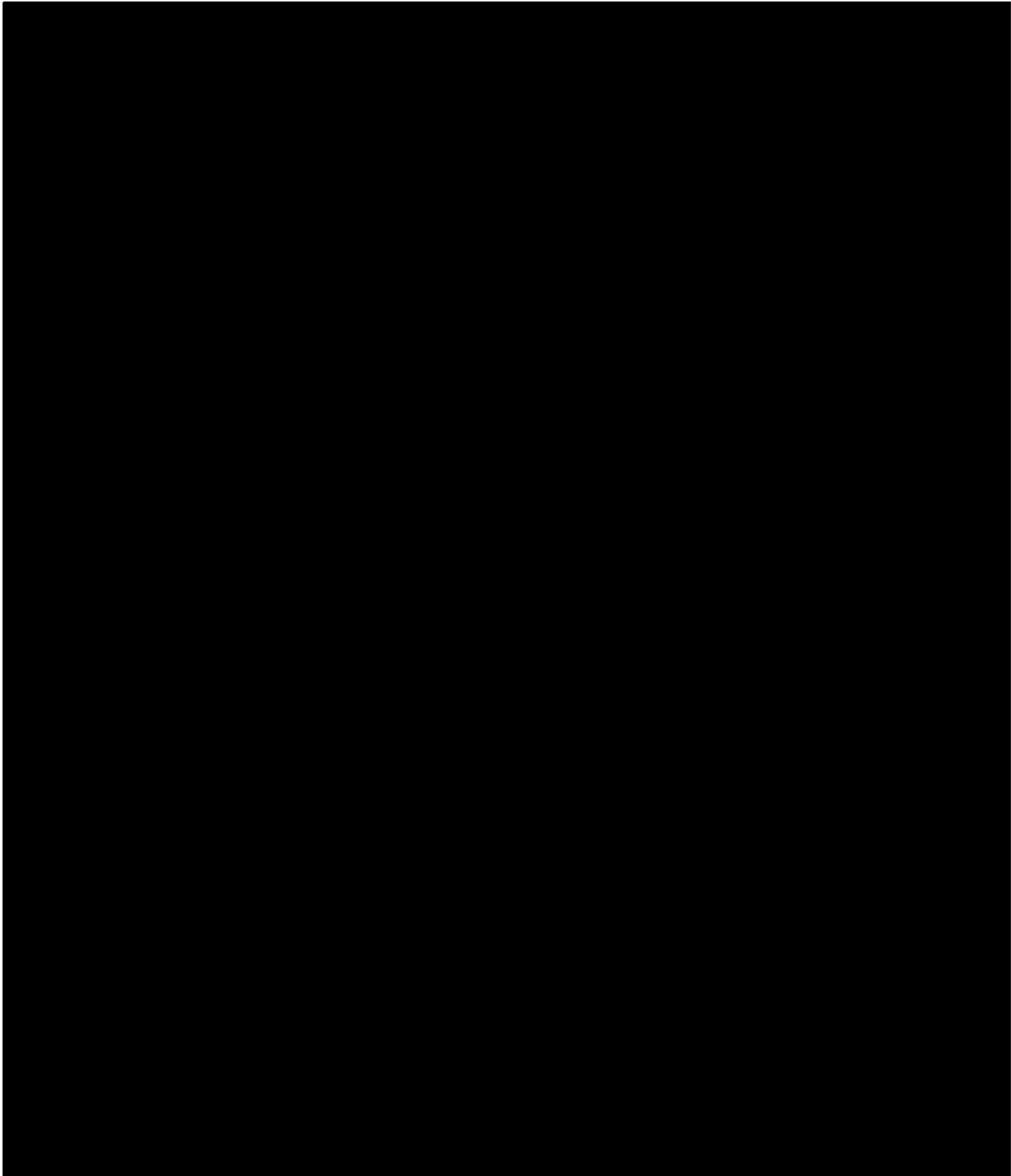
Classification: Materials Coordinator

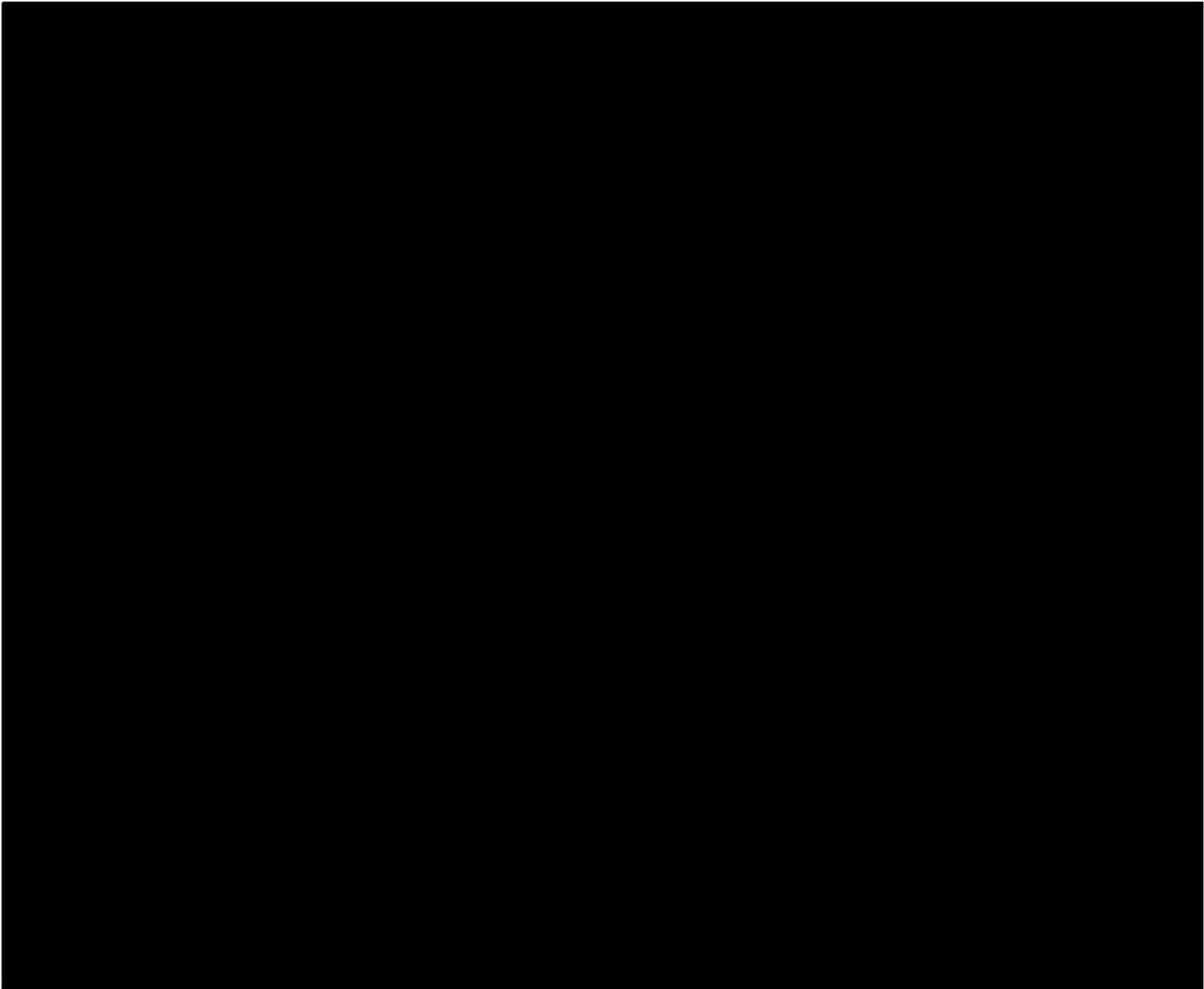
Name: \_\_\_\_\_

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

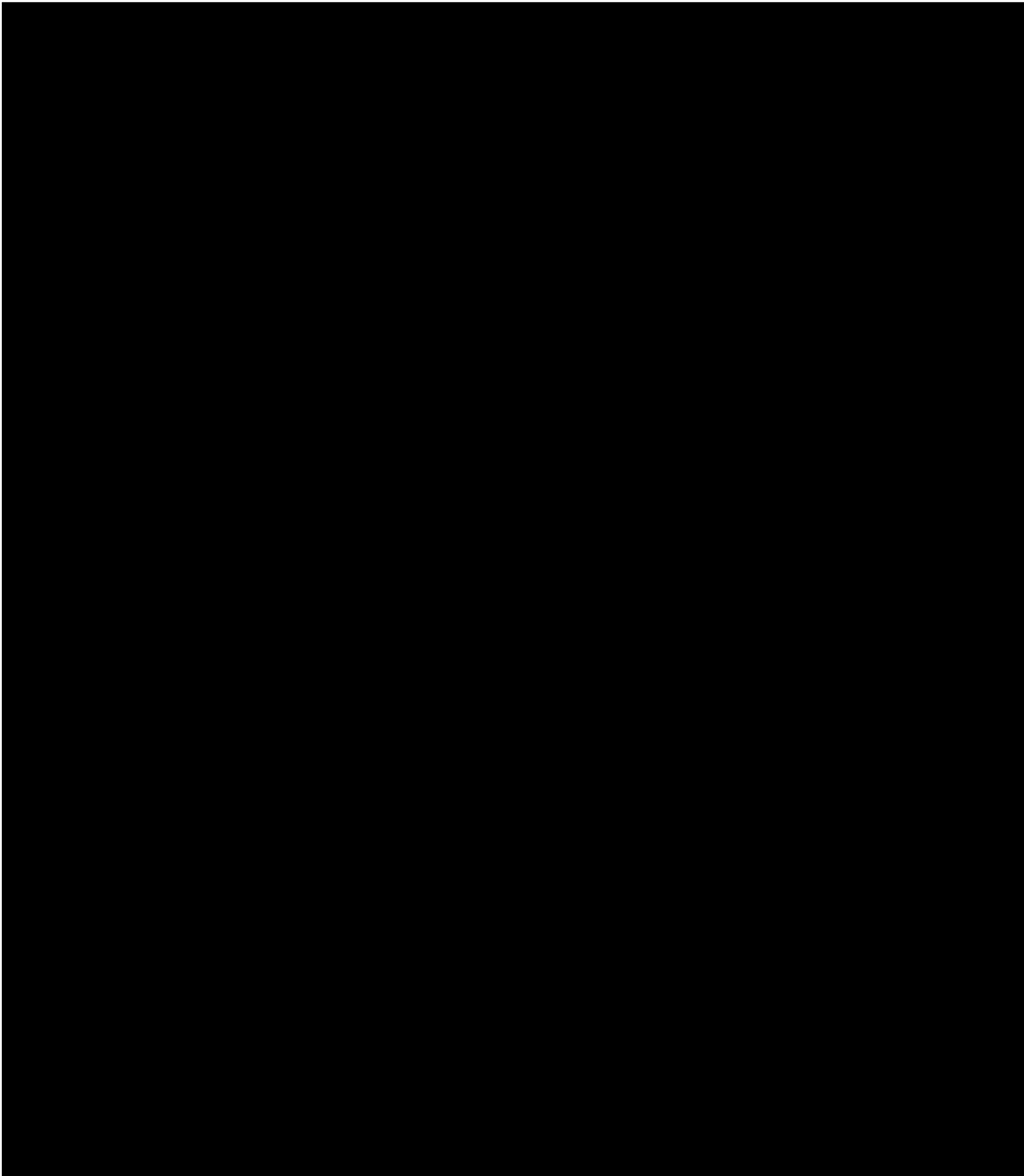
Name: \_\_\_\_\_

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

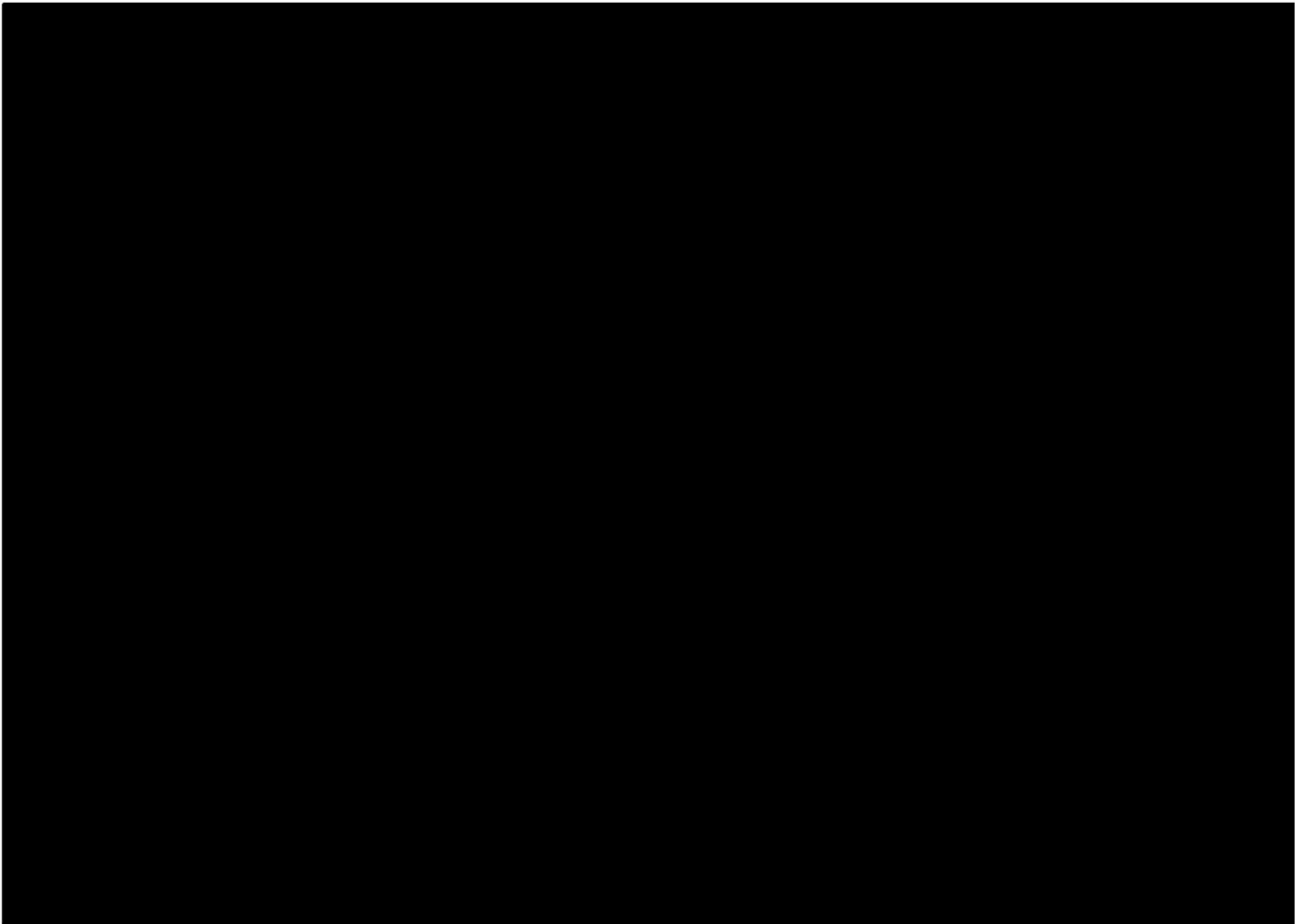




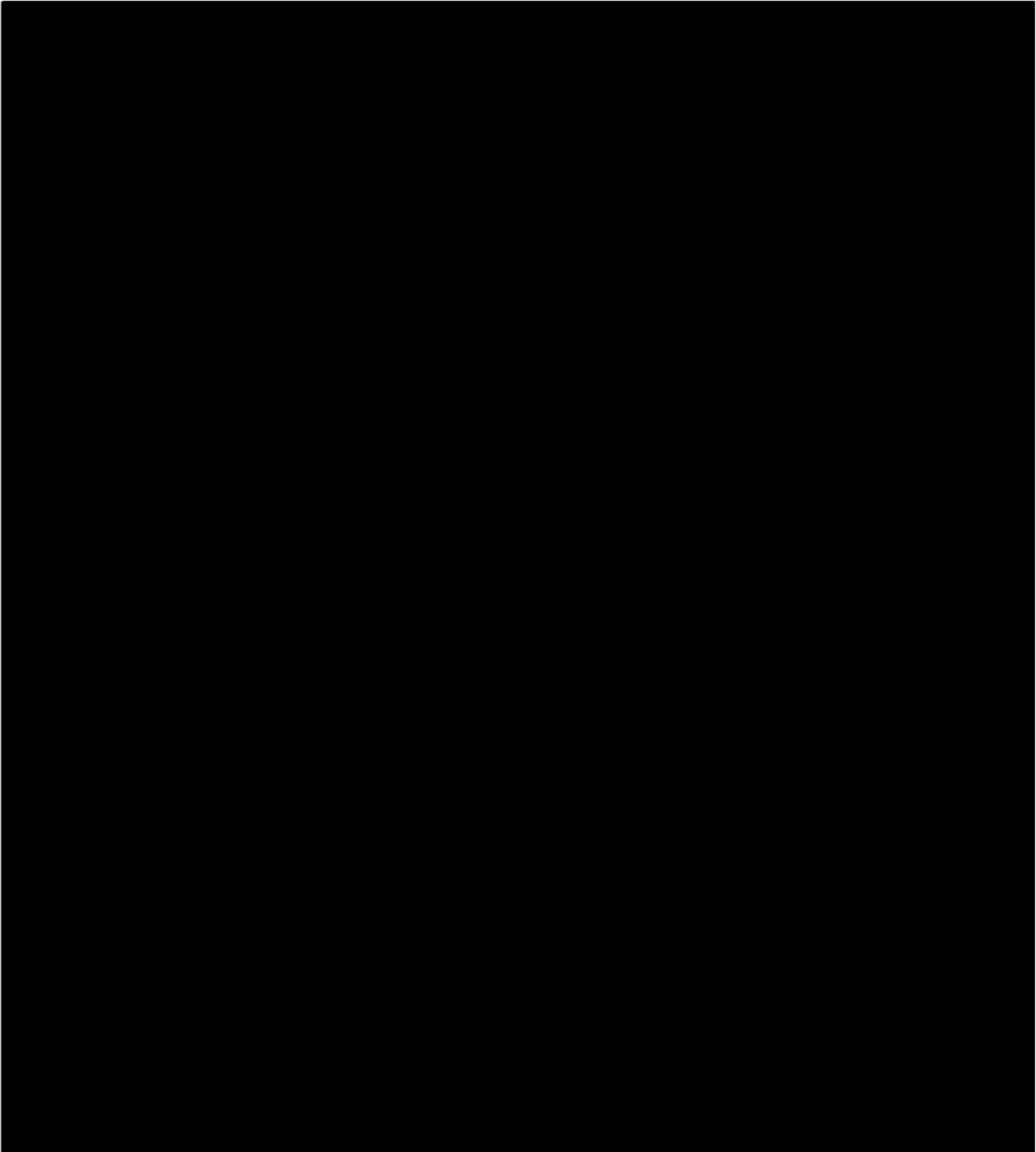
PETE STUKAS, P.E.  
CONSTRUCTION CORRIDOR MANAGER



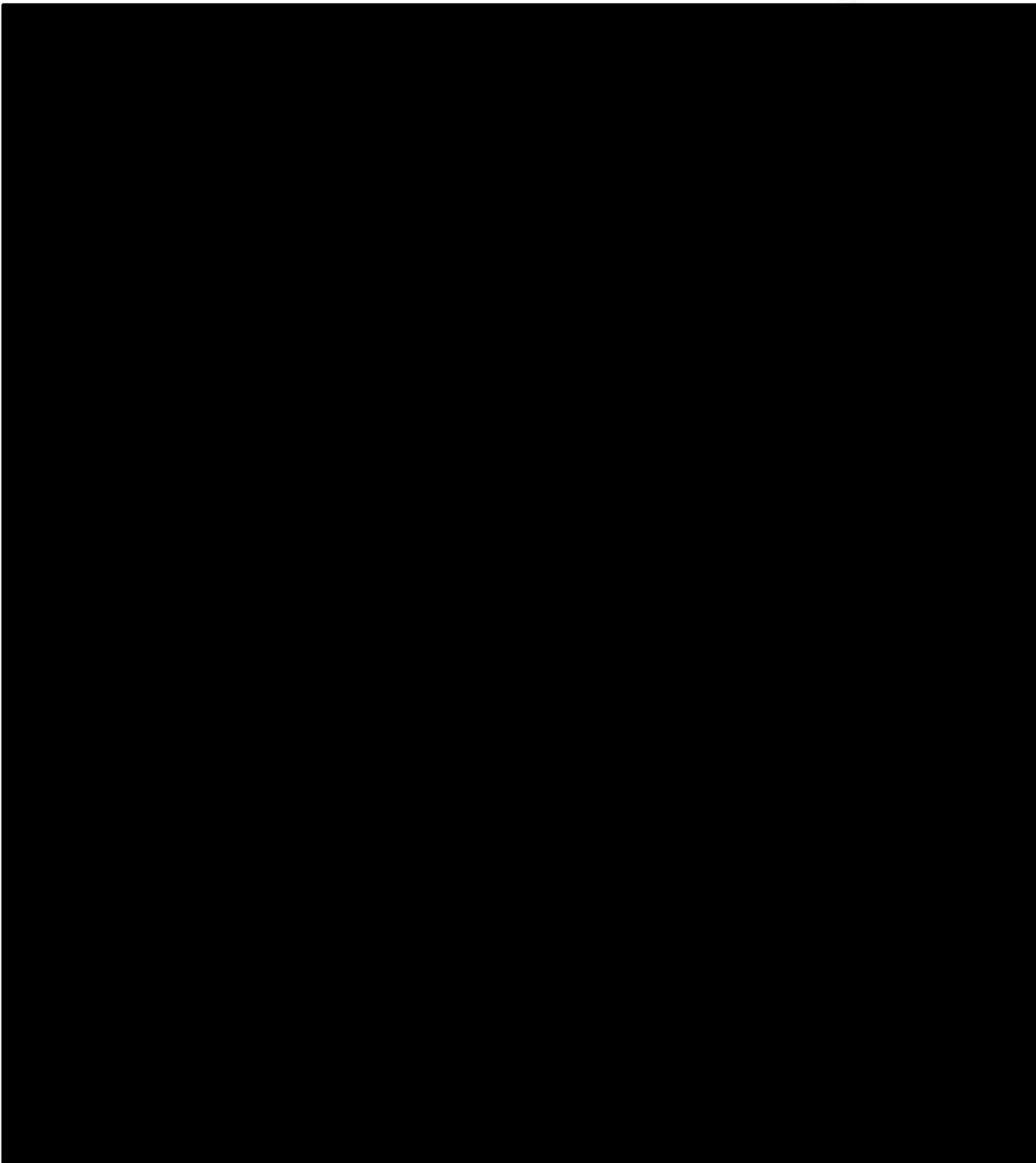
PETE STUKAS, P.E.  
CONSTRUCTION CORRIDOR MANAGER



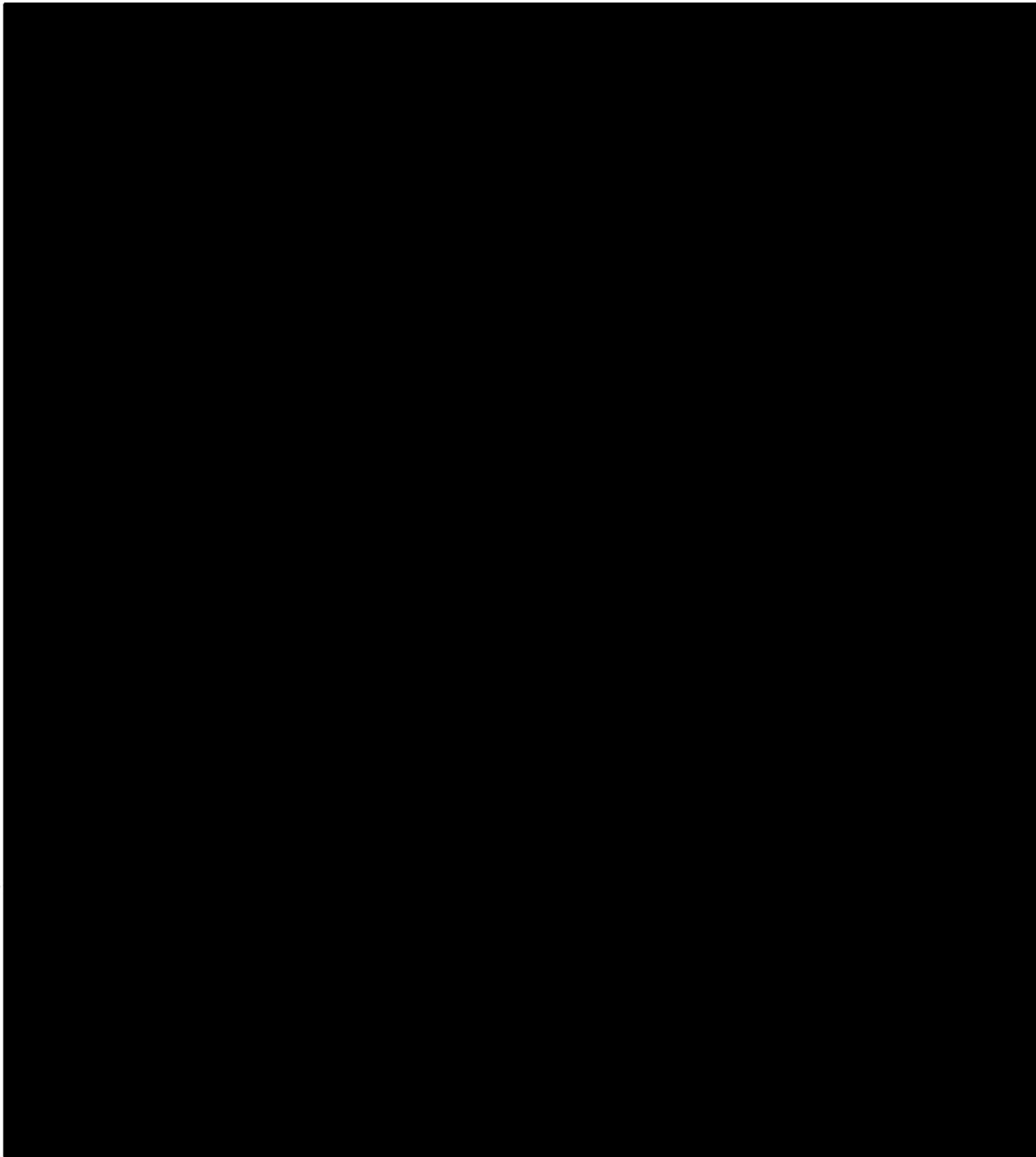
MEGAN BENETATOS, P.E., LEED AP®  
RESIDENT ENGINEER



MEGAN BENETATOS, P.E., LEED AP®  
RESIDENT ENGINEER

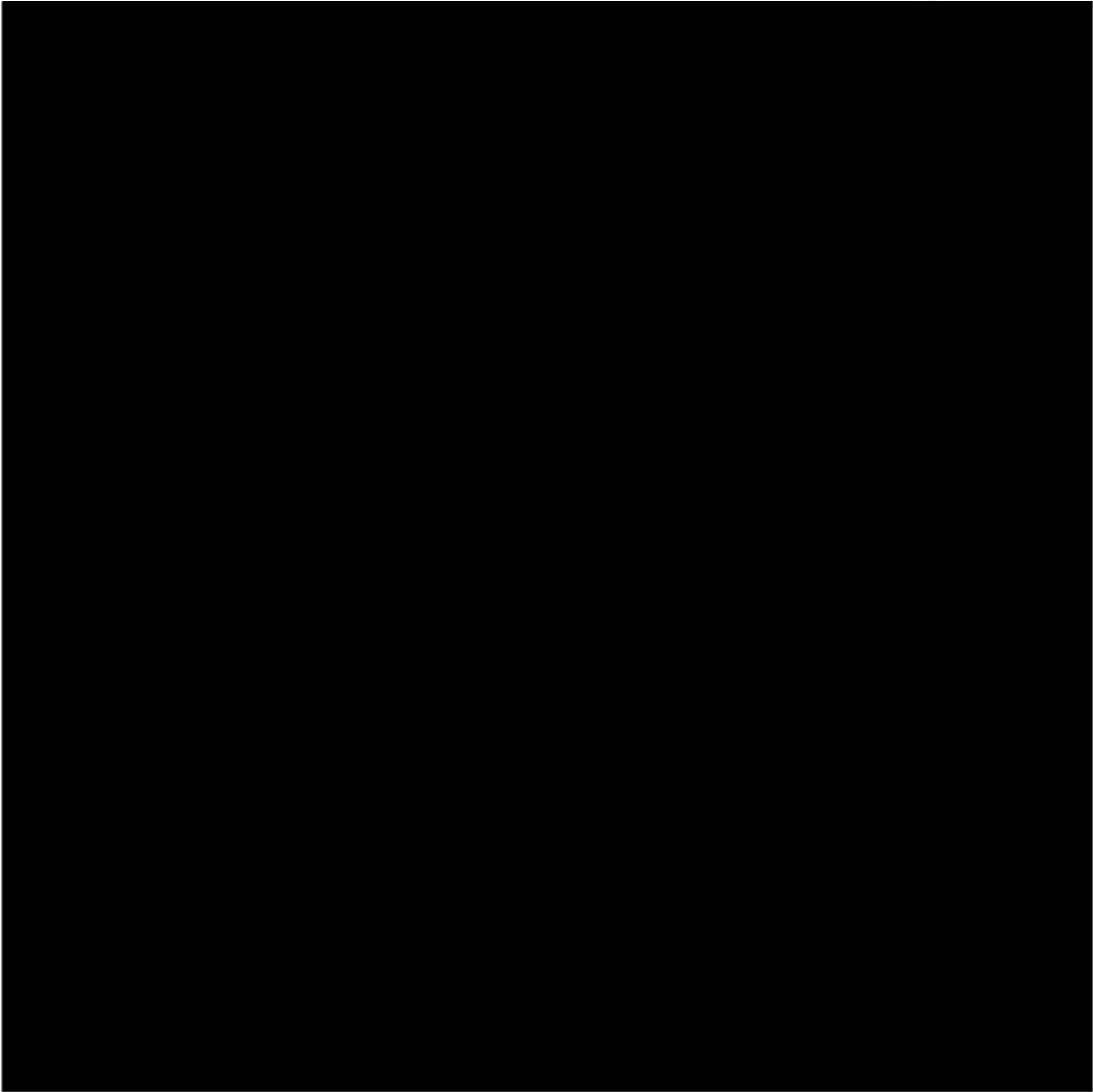


MIKE TAMME  
DOCUMENT TECHNICIAN



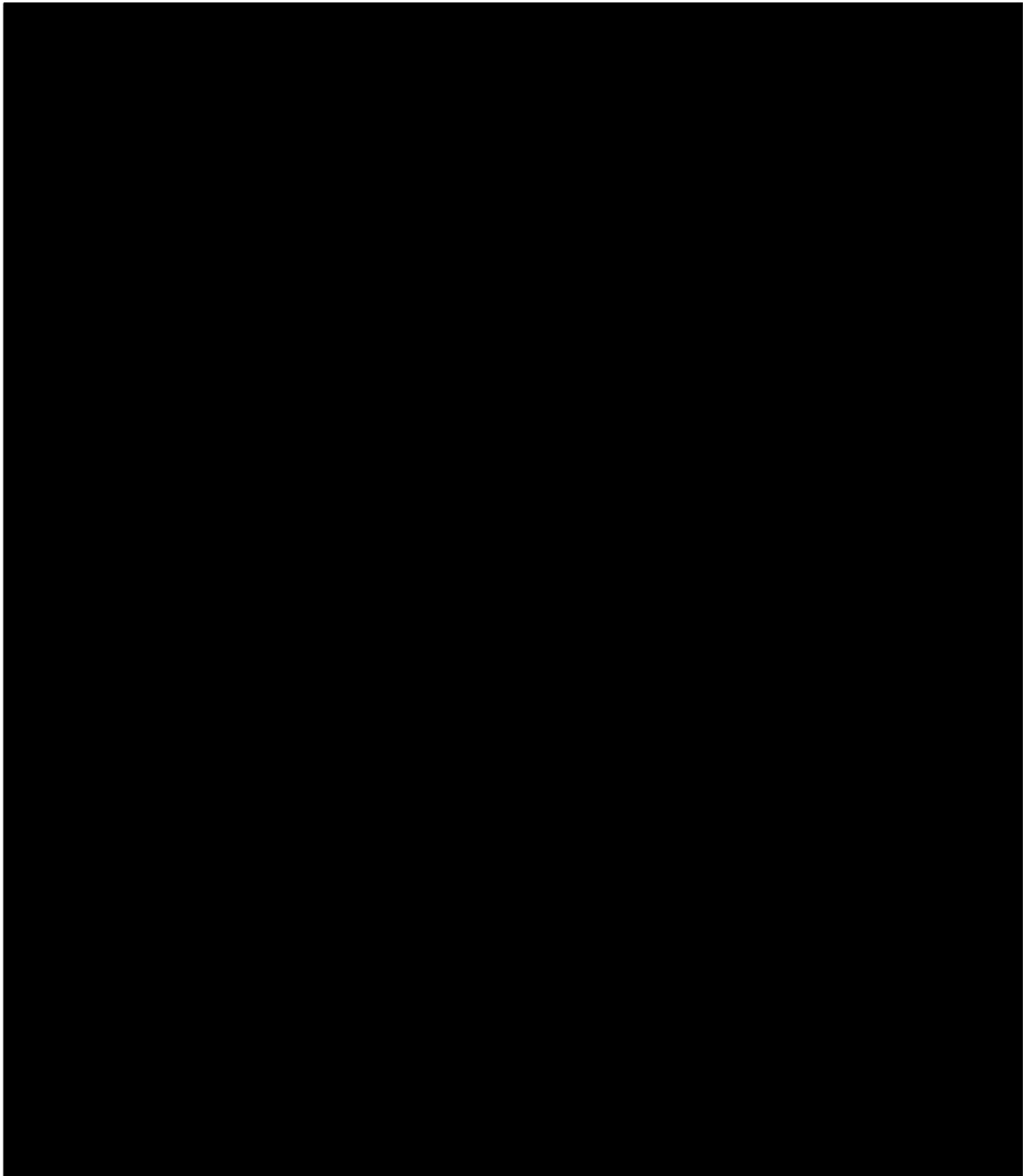
*\*Work performed at previous firm*

MIKE TAMME  
DOCUMENT TECHNICIAN



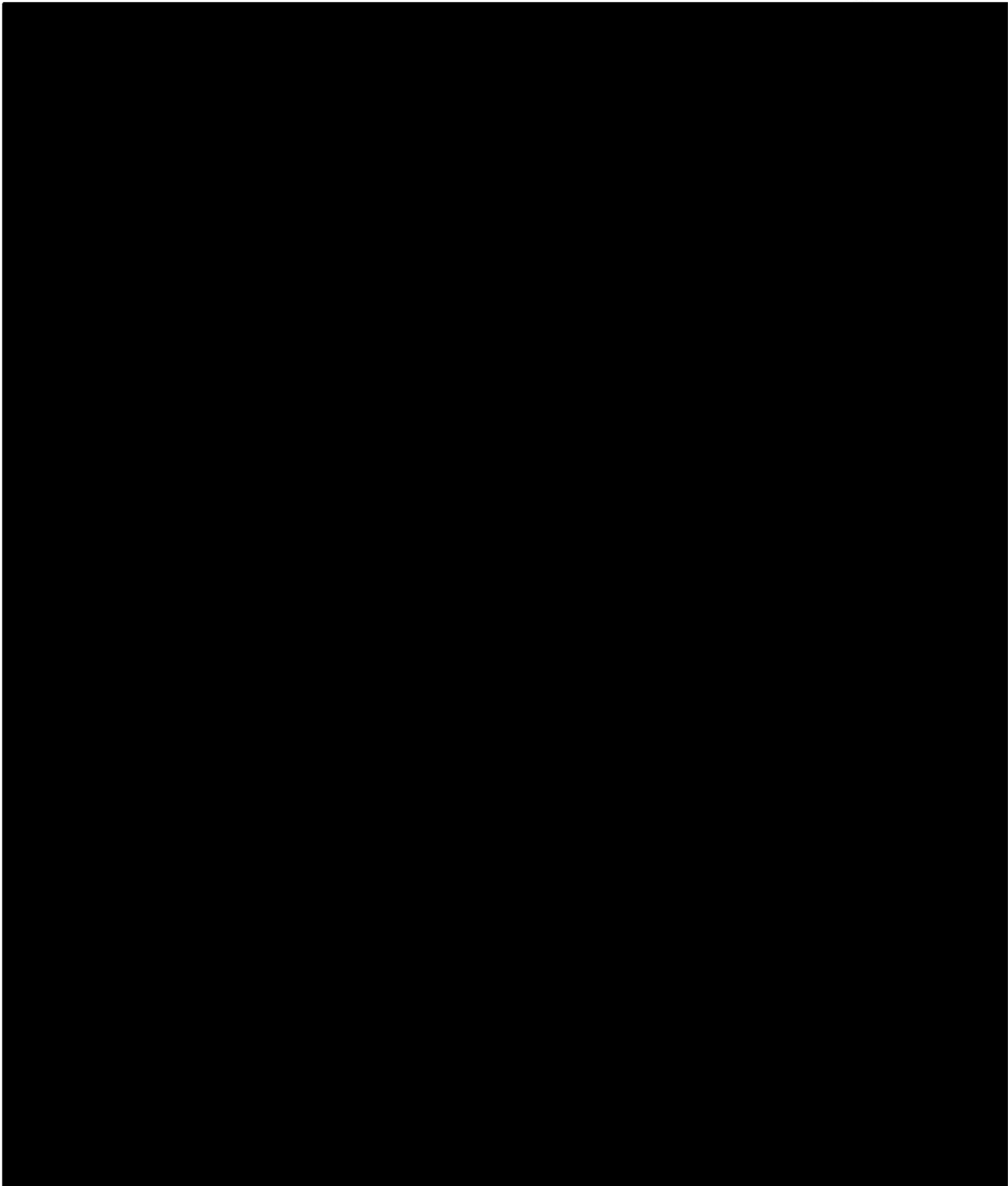
TOM VALAITIS, P.E.

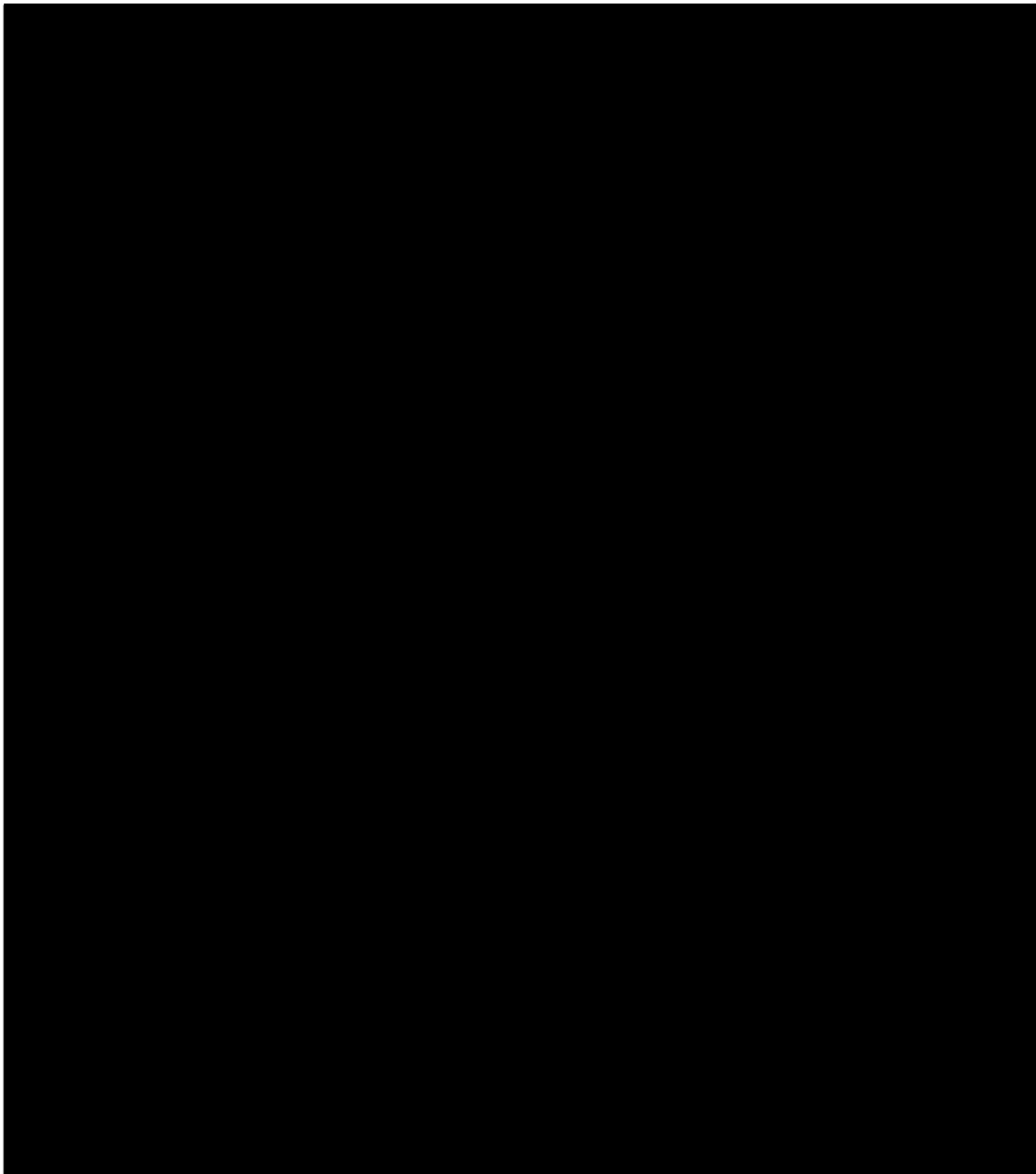
CONSTRUCTION ENGINEER / CM QUALITY MANAGER



TOM VALAITIS, P.E.

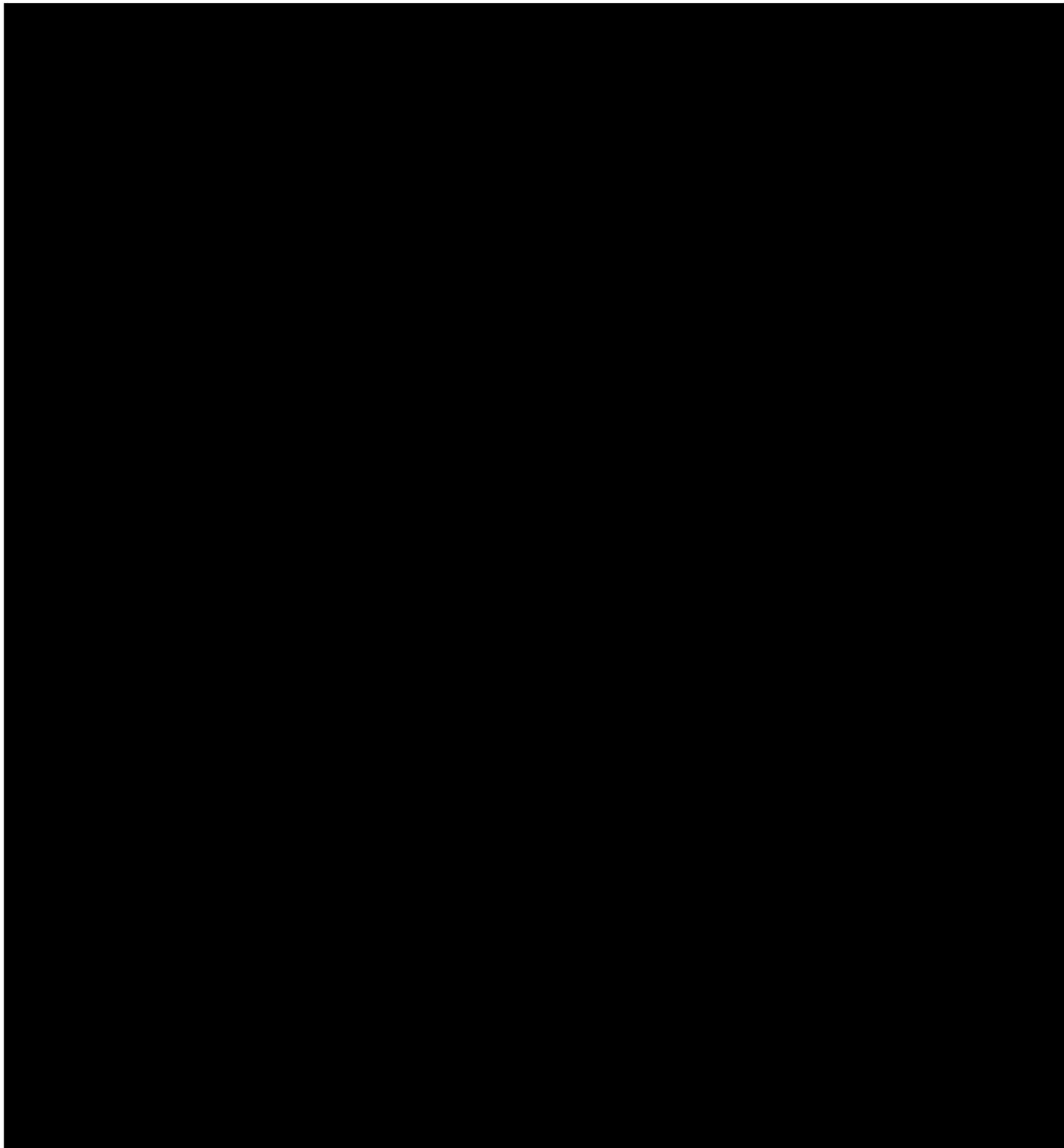
CONSTRUCTION ENGINEER / CM QUALITY MANAGER



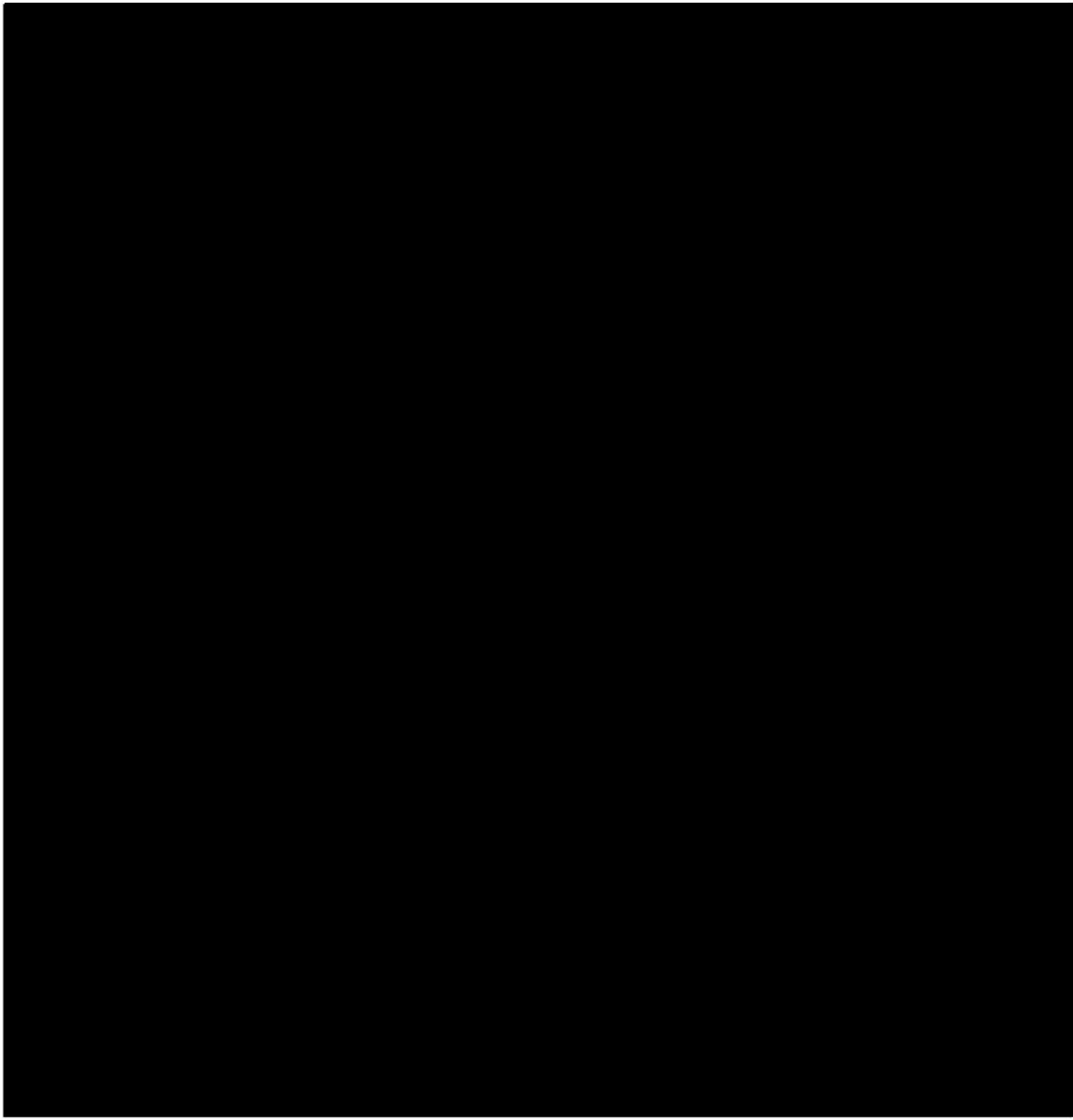




MICHAEL WALLIN  
MATERIALS COORDINATOR



MICHAEL WALLIN  
MATERIALS COORDINATOR



# **Exhibit F**

## **Scope of Work**

**Elgin O'Hare Western Access (Illinois Route 390/I-490)  
Corridor Construction Management and Owner's Representative Services (CCM/OR)**

Contract No. I-18-4701

**Illinois State Toll Highway Authority**

## I. PROJECT DESCRIPTION

This project is to provide Construction Corridor Management Services and Owner's Representative Services (CCM/OR) as required for all contracts associated with the Elgin O'Hare Western Access (EOWA) project. The consultant shall provide services as directed by the Illinois Tollway (Tollway) in coordination with the services being provided under the Design Corridor Management (DCM) contract. The CCM/OR services shall not duplicate the services being provided by the DCM. Both the CCM and DCM shall report to the Tollway Project Manager.

The EOWA project limits include Illinois Route 390 and I-490 in their entirety, the Tri-State Tollway (I-294) between North Avenue and Wolf Road and arterial roadways and off site locations adjacent to the aforementioned toll roads and associated with the construction of the EOWA project. The CCM Services shall be provided for all remaining EOWA project construction contracts through completion and closeout. OR Services shall be provided as necessary for the entirety of the EOWA Project through completion and construction of all EOWA contracts.

The CCM shall provide oversight and construction corridor management of EOWA project construction. The oversight shall include, but not be limited to, oversight of Phase III engineering services (Construction Management (CM)) services being provided by others. The CM services provided by others will be for one or more construction contracts.

The project also includes providing CM services including construction inspection and supervision for the following construction contracts associated with the EOWA project:

1. Union Pacific (UP) Railroad Reconstruction Advance Contract.
2. Union Pacific (UP) Railroad – Irving Park Road to I-294 including UP over Canadian Pacific Railway (CP) and Franklin Avenue/Green Street Bridge Reconstruction Contract #1.
3. Union Pacific (UP) Railroad – Irving Park Road to I-294 including UP over Canadian Pacific Railway (CP) and Franklin Avenue/Green Street Bridge Reconstruction Contract #2.
4. Illinois Route 390 at I-490 Interchange Roadway Construction.
5. Upon Request construction contracts yet to be determined and authorized on a task order basis.

The CM will perform on-site inspection, review layout of the contract(s), prepare records, maintain documentation, submit pay estimates and change orders and any other duties requiring the services of an engineer to complete the work on a timely basis and in accordance with Tollway specifications. 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 work by the Contractor. The CM must have MicroStation capabilities. All final documents shall be submitted in hard copy and electronic format and follow the ICAPP Manual. All CADD file documents shall be required to contain all record drawing modifications.

The EOWA project consists of upgrading and extending Illinois Route 390 (formerly the Elgin O'Hare Expressway) between U.S. Route 20 (Lake Street) and I-490 (the O'Hare Western Access) for approximately 10 miles. I-490 is proposed to be constructed as a new toll highway and will extend from I-90 at the location of the former Des Plaines Oasis to I-294 near Grand Avenue totaling approximately 6.2 miles in length and generally located along the western edge of O'Hare Airport. Full access system interchanges are proposed to be constructed at I-90, Illinois Route 390 and I-294. The Illinois Route 390 interchange with I-490 will include construction of western access ramps to/from O'Hare International Airport. Service interchanges are proposed to be constructed at IL 72 (Touhy Avenue), the proposed O'Hare West Terminal (Western

Landside Reserve Area), IL 19, Pratt Boulevard and Green Street/Franklin Avenue. Due to the interrelationship between the EOWA project and Central Tri-State Tollway corridor projects (i.e. near the planned Western Access (future I-490) and Central Tri-State Tollway (I-294) interchange), the construction of the proposed I-294 Tollway improvements between North Avenue and Wolf Road are being advanced through design and construction in conjunction with the EOWA proposed improvements and, as such, the CCM/OR services being provided under the contract are to include that segment of I-294. As defined hereinafter, the EOWA Project shall be assumed to include the construction of the proposed improvements along the aforementioned section of I-294. Finally, the EOWA project includes, but is not limited to, off-system improvements along Touhy Avenue, Franklin Avenue/Green Street, County Line Road, Lake Street and North Avenue, all of which are planned to be advanced through construction by the Cook County Department of Transportation and Highways but for which CCM, oversight and coordination services are required to be provided.

## II. OWNER'S REPRESENTATIVE (OR) SERVICES UPON REQUEST

The Owners Representative (OR) services shall include being responsible for monitoring and managing overall delivery of the EOWA Project. The consultant project manager or designee shall represent and act in the interest of the Tollway and at the direction of the Tollway. The OR services are not authorized to be performed at the time of the notice to proceed for the contract. The OR services will be managed on a task order basis. After receipt of the contract notice to proceed and during the contract duration, the consultant shall submit task order requests for proposed services as necessary which shall require authorization by the Tollway prior to the services being performed. The scope of services provided shall include, but not be limited to, the following:

- **Project Oversight and Monitoring**
  - Accountable for overall project delivery.
  - Performs independent analysis of project through coordination with Design Corridor Manager and Corridor Construction Manager.
  - Provides senior staff evaluation of project design and construction plan to ensure that fatal flaws are identified prior to implementation.
  - Confirms strategic direction for project as it relates scope, schedule and budget.
  - Provides recommendations for improvements to schedule and for cost savings.
  - Provides recommendations to the Tollway for project plan modifications, coordination and all other aspects required for on time delivery of the project.
- **Conflict, risk and claims mitigation and resolution**
  - Identifies project risks and provides recommendations for their mitigation and resolution through duration of project including, but not limited to, utility relocation, right of way acquisition, external agency coordination, cost , schedule, etc.
  - Resolves project conflicts related to design, construction, agency coordination or other aspects of project.
- **Railroad Engineering Coordination and Negotiation**
  - Intermediary between Tollway and Railroads (Canadian Pacific Railway, Union Pacific Railroad and Metra) executive staff.
  - Facilitates coordination (schedules meetings, agendas, presentations, exhibits, meeting follow up, etc.) with Railroads.

- Assists Tollway in technical evaluation of proposed terms and conditions included in project railroad agreements.
- Reviews project railroad agreements and individual bridge crossing construction and maintenance agreements.
- Establishes project land requirements required.
- Tracks issues required for timely execution of Railroad agreements, design submittals, construction submittals and all other items required for project construction involving Railroad right of way.
- **Project Liaison with CP, UP and Metra** - (separate from above task)
  - Serves as single point of contact for all design and construction work involving Railroads (prepares transmittal letters for Tollway signature, performs review of design submittals prior to transmittal, transmits to Railroads, responds to Railroad comments, provides recommendations to Tollway related to Railroad requests and comments affecting project design and construction).
  - Reviews Railroad proposals and provides Railroad design services related to CP Bensenville Yard and associated operational impacts.
  - Assists in securing allowable working times for construction.
  - Facilitates coordination – schedules meetings, agendas, presentations, exhibits, meeting follow up, etc. with Railroads for design and construction issues.
  - Manages plan submittals to Railroads (3 submittals for each contract).
  - Tracks design issues to ensure securing necessary design approval from Railroads.
  - Assists in securing necessary Contractor Rights of Entry to Railroad property, approvals for changes during construction, license agreement execution and approval, etc.
  - Assists in resolving conflicts with Railroads.
- **Aviation Coordination and Negotiation**
  - Facilitates coordination at executive level with City of Chicago and Chicago Department of Aviation (CDA) - coordinates with CDA Commissioner and other CDA senior staff to secure necessary project approvals. Major approvals required including but not limited to:
    - I-490 design configuration affecting south airfield.
    - Navigational Aid Modeling, effect mitigation and construction sequence.
    - Intergovernmental Agreement(s), as necessary, with City of Chicago.
    - Property rights transfer to Tollway.
    - Schedule for work involving O'Hare Airport Navigational aids – Tollway must be provided with allowable times within which to work.
    - Western Access Development planning.
  - Facilitates coordination at executive level with Federal Aviation Administration to secure necessary project approvals. Major Approvals required including but not limited to:
    - Navigational Aid Modeling, effect mitigation and construction sequence.
    - Land Use Release for permanent property rights transfer to Tollway.
    - Temporary property use.
  - Tracks aviation related items required for timely project delivery to ensure impacts to project schedule and budget are minimized – Timely design, construction, agreement and other issues resolution is required in order to advance the project on time and on budget.
- **Other Major Stakeholder Agency Coordination**

- Facilitates coordination at executive level with Illinois Department of Transportation (IDOT) - coordinates with IDOT Secretary of Transportation and other IDOT senior staff to secure necessary project approvals. Major approvals required for I-490, Environmental Impact Statement Re-Evaluations as necessary, etc.
- Facilitates coordination for approvals necessary for I-490 design with major project stakeholders including DuPage County, Cook County, Metropolitan Water Reclamation District of Greater Chicago and various municipalities.

- **Project Controls**

- Maintains Master Corridor Schedule for EOWA project – 2021-2027.
- Maintains Master Corridor Budget for EOWA project – 2021-2027.
- Coordinates with Tollway Program Management Office to provide information as required by Tollway Finance and Tollway Leadership to support bond sales, cash flow projections, program wide project planning.

1. The consultant shall report to the Tollway Project Manager for all contract matters and matters related to status and delivery of the project. The consultant assists the Tollway Project Manager with monitoring overall project status and with the identification of significant issues affecting project delivery. The consultant shall oversee the development of a project risk register by the DCM and CCM that shall serve as the single document that summarizes the risks affecting project delivery. In consultation with the CCM and DCM, the consultant shall make recommendations regarding options for resolving significant issues and risks.
2. The consultant shall report monthly, or as required, to the Tollway Project Manager regarding project status, recommendations for resolving issues and other matters the Tollway Project Manager may deem necessary.
3. The consultant shall monitor (not manage) the status of design to ensure that EOWA project scope and schedule are achieved. The consultant shall coordinate with the DCM as necessary for providing the necessary services. The consultant shall utilize the information generated by the DCM in preparing reports and processing data as necessary for reporting to the Tollway Project Manager.  
The consultant shall monitor and report, utilizing information provided by the DCM and CCM, progress with respect to major project stakeholder coordination (i.e. Federal, State and Local Agencies, Railroads, local agencies, airports, etc.), utilities, utility relocation, permits, land acquisition, etc. as they impact planned construction. The consultant shall coordinate with the Tollway Project Manager, CCM and DCM related to external agency contact to ensure that coordination efforts are not in conflict with one another.
4. The consultant shall submit activity reports to the Tollway Project Manager at the frequency required by the Tollway describing the services provided.

### III. CORRIDOR CONSTRUCTION MANAGEMENT (CCM) SERVICES

The Corridor Construction Manager (CCM) is responsible for all aspects of management and oversight of the construction of the EOWA project including coordination and oversight of work performed by individual project Construction Managers (CM). The CCM reports directly to the Tollway Project Manager. The CCM will provide a project lead that will be the single point of contact for the project and will be responsible for overall management of the EOWA project and coordination and management of the various EOWA construction contracts. The CCM shall regularly coordinate and meet with the project consultants as necessary (CMs, CM Upon Request (CUR) consultants, Survey Upon Request (SUR) consultants, Design Corridor Manager (DCM), Land Acquisition consultants, Geotechnical Services Upon Request consultants, Utility Coordination and SUE consultants, other project consultants as necessary) and Tollway Departments (including but not

limited to Maintenance and Operations, Tollway Engineering, Business Systems, ITS, Land Acquisition, Communications and Planning). The CCM shall ensure that EOWA project work performed does not conflict with work performed as part of other adjacent Tollway or other agency projects. Furthermore, the scope of services to be provided by the CCM shall include, but not be limited to, the following for the EOWA project:

1. Overall project corridor management and oversight of delivery of the project.
2. Oversight, management and coordination of contracts being managed by CMs.
3. Provide guidance to CMs as necessary to ensure that services are provided consistent with project and Tollway guidelines and procedures. The CCM will perform periodic observation of CM activities to verify their knowledge, skill, and ability to achieve the desired results and provide the Tollway Project Manager with input after observations. The CCM shall perform periodic on-site internal QA audits of CM documentation and material inspection for compliance with approved procedures
4. Support the Tollway's internal decision-making process for scope definition, budget change approval, schedule change approval and quality control.
5. The CCM will be the single point of contact for EOWA project construction for the Tollway and will be the single point of contact for individual EOWA project CMs. The CCM will be responsible for delivery of project contracts through the construction phase in accordance with established Tollway schedules and budget. The CCM scope of work includes resolving corridor construction issues, maintaining a corridor decision log, ensuring consistency amongst construction contracts (MOT, Communication, etc.), preparing transmittal memos and letters, chairing corridor wide meetings (eg. Stage Change meetings) and assistance with preparation of Staff Summary Sheets required for changes in EOWA project schedule and budget.
6. The CCM will be the single point of contact with IDOT, Local Agencies, airports, railroads and other affected agencies for construction phase activities and, in coordination with the OR and Tollway Project Manager, shall meet with the affected agencies to address issues and concerns related to the project.
7. The CCM shall serve as the Tollway's project representative for EOWA projects performed by others. Services shall include reviewing other project documentation, providing recommendations, cost proposals, etc. and any other related services.
8. Assist the Tollway in identifying services required to be performed by other contracts and preparation of associated scopes of work and project schedule documents for such contracts.
9. Provide recommendations for contract packaging based upon project priorities and criteria. The DCM will prepare associated exhibits and reports.
10. Perform constructability reviews of design phase contract plans and special provisions.
11. Attend project meetings including contract preconstruction meetings, preconstruction materials meetings, preconstruction sediment and erosion control meetings, weekly progress meetings, monthly project status meetings and other meetings as required.
12. Prepare and maintain an Emergency Communication Plan that includes emergency contact information and procedures for all active construction contracts.
13. The CCM will monitor CM/Contractor adherence to Soil and Erosion Control requirements.
14. Provide oversight and management of utility relocation work performed by others.
15. Ensuring that construction is performed in accordance with the terms and conditions documented in Intergovernmental Agreements and/ or permits with IDOT, Local Agencies, airports and Railroads for the project. The CCM will coordinate with the DCM to ensure that all project related agreements and permits are secured for each construction contract.

16. In coordination with the Tollway Project Manager, OR and DCM, address the concerns of, contact and prepare and provide information to project stakeholders including airports, communities, business organizations, general public and other interested parties. The CCM work may include providing EOWA project presentations, participation at and/or organization of public outreach meetings and regular agency coordination meetings, preparation of corridor exhibits and chairing meetings with interested parties as requested; preparation of project information that can be distributed to interested parties; participation in public meetings including providing project presentations; coordination with Tollway Communications Department and providing corridor information and exhibits. The CCM will prepare exhibits and meet with Local Agencies and IDOT to discuss project impacts to Local and IDOT facilities (including cross road traffic and drainage impacts). As necessary, the CCM will coordinate with the DCM to maintain a log of permits, agreements, etc. required from IDOT and Local Agencies, railroads and utilities.
17. Assist Tollway departments in responding to inquiries from public officials and/or the press.
18. The CCM will maintain a corridor design and construction schedule. The CCM will maintain a corridor construction cost estimate. The corridor design and construction schedule will be required to be maintained in Primavera P6 format or latest update. The CCM will review DCM developed schedules and will concur with the schedule or make recommendations for modifications.
19. Provide input toward Contractors Interim Performance Evaluations and Final Performance Evaluation.
20. Review and approve Authorization to Proceed documents prior to submittal to C5 committee. Review and approve Change Orders and Extra Work Orders prior to submittal to the Tollway.
21. Facilitate documentation, tracking and resolution of Contract Disputes.
22. Address all construction issues raised by the Tollway Departments.
23. Promote informal partnering by establishing working relationships between the Contractor, CM, DSE, outside agencies and the Tollway.
24. Review and make recommendations with respect time extensions of project schedule related to change orders and extra work orders.
25. The CCM will assist in preparation of Board Meeting materials including review of Board Script information, Board Item summaries, etc.
26. Develop a corridor earthwork management plan in cooperation with the Design Corridor Manager (DCM) and Tollway.
27. Documenting lessons learned and providing applicable documentation and direction to CMs. The CCM shall make recommendations to the Tollway with respect to field changes and other technical field problems for incorporation in future contracts.
28. Public Coordination services including, but not limited to, those associated with the project Local Advisory Committee. The DCM will continue as the lead for the Local Advisory Committee with participation by the CCM as necessary.
29. Diversity and Sustainability Initiatives. The CCM will be required to coordinate with the project CMs and report on corridor performance with respect to DBE/EEO progress and goal attainment, green initiative progress, etc.
30. Administrative support including, but not limited to, preparation of project correspondence, scheduling meetings, preparation of meeting agendas and meeting minutes, Proliance Web Based Management administration and communication.
31. The CCM will be required to utilize the Tollway's Web Based Project Management System for all official project communications.
32. Monitor Quality Assurance items such as:
  - a. Monitor NCRs initiated by the Tollway, DSEs, CMs and Contractors for trends that required corrective action initiatives.

- b. Monitor customer complaints and other customer feedback to identify the need for corrective action initiatives or the opportunity for preventative actions.
- 33. Initiate and monitor preventative action initiatives and report on their status to the DCM and Tollway Project Manager.
- 34. Review warranty materials assembled by the CM and summarize key components for the Tollway.
- 35. Frequent/Daily Review of CM logs (RFI's, Shop Drawings, PCO's, etc.) for timeliness of response, action and reporting, review response/direction for CM for item closure. Coordinate and facilitate construction submittal review with Tollway departments. Schedule review meetings with Tollway departments as required expediting approval of critical items.
- 36. Frequent/Daily Review tracking of approved extra work orders relative to approved/submitted pay request versus approved PCO upper limit.
- 37. Participation in and oversight of preconstruction meetings conducted by CMs.
- 38. Maintain knowledge of overall project status as well as impacts of construction on Tollway users and surrounding communities.
- 39. Review progress schedules and adherence to the Approved Progress Schedules.
- 40. Review Value Engineering proposals for feasibility and benefit to the Tollway via written recommendation.
- 41. Perform audit duties as requested to satisfy documentation review requirements.
- 42. The scope of work shall include provisions for maintaining an EOWA corridor project office that will be open to the public and provide for the project's presence proximate to the corridor.

The Corridor Construction Manager (CCM) is to serve as the construction communications liaison for the EOWA project. The tasks to be performed as construction communications liaison shall include but not be limited to the following:

1. Develop and distribute to all stakeholders, as necessary, a corridor construction stage change schedule. Prior to all significant stage changes, schedule, invite attendees and coordinate a stage change review meeting to present the upcoming stage change and impacts on Tollway users, traffic congestion, toll plaza personnel, and local municipalities.
2. Attend Tollway Communication Department meetings as requested to provide a program project summary.
3. Review and resolve conflicts associated with all lane closures and traffic stage changes for all construction contracts. The CCM shall ensure that Tollway Departments (including, but not limited to, Maintenance, Communications, Toll Services, Business Systems, ITS, Facilities Maintenance, etc.) as well as other agencies and stakeholders are kept informed. Work will include ensuring that lane closure information is consistent, accurate, reliable and timely.
4. Will act as single point of contact for IDOT, County and local municipality coordination for construction phase activities. Coordinate development and tracking of status permits. Develop and track intergovernmental agreements and provide status updates to the affected agencies. Track reviews by outside agencies (non-utility) for timeliness and incorporation in the plans.
5. Provide executive level communication protocols to assure information is delivered in a format that supports the Tollway's internal decision making processes.

The CCM and its subconsultants are precluded from managing and directly supervising work that they are performing under other Tollway contracts. The following shall apply:

The CCM and its subconsultants can perform work on other Tollway projects provided that:

1. The consultant does not serve as the Tollway's project manager overseeing work done by that consultant firm on another Tollway contract - specifically if the consultant reviews progress reports and invoices of a contract that has that consultant as a part of the team.
2. The consultant does not review their own firm's work if that consultant firm is working on another Tollway contract.
3. Any other potential issue that a professional firm, professional individual or the Tollway reasonably determines is inappropriate shall not be allowed to occur.

#### **IV. CONSTRUCTION MANAGEMENT (CM) SERVICES**

1. The CM shall furnish services in accordance with the articles contained in the Authority's CM Manual dated March, 2018, and all applicable Tollway Criteria, Manuals and Bulletins.
2. Phase III construction management services will be provided for construction contracts as further described above.
3. The CM shall screen loads before they are sent to a Clean Construction or Demolition Debris (CCDD) facility using a 10.6 eV Photoionization Detector. The Detector should be provided by the CM.
4. Except as otherwise indicated herein, the CM shall include the Design Section Engineer (DSE) as sub-consultants for the review of shop drawings or for responses to inquiries concerning the design and plan interpretation during construction. This scope of work for the DSE's is not included separately. DSE Services during construction to be provided by Knight E/A, Inc and Knight E/A, Inc. subconsultants. are required to be included under I-18-4701. DCM Support during construction and DSE Services required to be provided by Stanley Consultants, Inc. and all subconsultants will be provided under separate contracts.

#### **V. REQUIRED SUBMITTALS TO THE AUTHORITY**

Submittal requirements shall be in accordance with the CM Manual.

#### **VI. ITEMS TO BE FURNISHED TO THE CONSTRUCTION MANAGER**

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

1. It shall be the responsibility of the CM to select the applicable reduced record drawings from the Tollway's GIS Site.
2. Digital Ortho-Imagery, contours, horizontal and vertical survey control and center line of the project limits.
3. Copies of ISTHA Standard Specifications, Standard Drawings, and ISTHA Design Criteria can be obtained from the Tollway's website.
4. Copy of contract documents for all construction contracts for which CM Services will be provided.

**PROJECT SCHEDULE**  
**Contract No. I-18-4701**  
**Corridor Construction Management/Owner's Representative and Construction Management Services**  
**Elgin O'Hare Western Access Tollway**

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SCHEDULE

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|    |                                  |                   |
|----|----------------------------------|-------------------|
| 1. | Proposal Meeting                 | January 3, 2019   |
| 2. | CM Proposal Submittal            | January 16, 2019  |
| 3. | CM Proposal Approval             | May 28, 2019      |
| 4. | Board Award                      | June 20, 2019     |
| 5. | NTP                              | August 1, 2019    |
| 6. | Construction Start Date          | August 1, 2019    |
| 7. | Construction Contract Completion | December 31, 2025 |
| 8. | Construction Contract Closeout   | December 31, 2027 |

\*\*Represents completion of construction for entire Elgin O'Hare Western Access project; closeout activities are planned to occur subsequent to construction completion and the CCM services are to be provided through closeout.

See Attachment "A"

## Attachment A

### Web-based Project Management System

The Illinois Tollway has a Web-based Project Management System (System) that will be used by project participants on Tollway projects. The System provides a number of benefits to the project participants, including:

- 1) Simplification of communications.
- 2) Automated tracking of time-sensitive items.
- 3) Automated reporting.
- 4) Common document management and storage as electronic documents will reside in a central repository.
- 5) Audit trail of information so project participants will be able to determine who did what and when.
- 6) Real-time access and exchange of information.
- 7) Easy, secure, 24/7 access to project information over the Internet via a computer and an Internet browser.

The successful consultant must establish broadband Internet connectivity in order to effectively utilize the System (T1 is recommended) and must comply with all work instructions and procedures relating to its use. The consultant must furnish all hardware and software required to effectively utilize the System, including personal computers, peripheral software, virus protection software, System plug-ins, ActiveX installation, firewall configuration and high-speed document scanners. The consultant will be solely responsible for coordination between its subconsultants & suppliers, and the System. All document transmittals and written communication from the consultant to the Illinois Tollway must be made electronically via the System. In certain cases where "wet signatures" and/or stamps are required by the Tollway, document transmittals must be made simultaneously via the System for record and by traditional means for paper documents, unless the consultant is directed otherwise in writing by the Tollway. Once stamped/signed documents have been obtained, they must be scanned and uploaded to the System for record.

All consultant, subconsultant and supplier employees who will use the web-based system must complete the training provided by the Tollway prior to having access to the system. A valid e-mail address must be provided prior to training session. The consultant agrees to comply with all terms and conditions associated with use of the web-based project management system.

- 1.0** Consultant shall utilize Tollway web based project management system to track and manage projects. System shall be an official record of all project communication. Consultant shall post copies of all project related documents on the System.
- 2.0** Within 14 calendar days of Notice to Proceed , Consultant shall designate a website manager (coordinator) who is to be the point of contact with Tollway website implementation and support staff.

- 3.0** Consultant is required but not limited to submit the following using the System:
- 3.1 Submittal schedule, submittals shall be processed using the System to provide a record of activity.
  - 3.2 Progress reports.
  - 3.3 Inspection reports.
  - 3.4 Requests for information, project clarifications, general communication and project related issues.
  - 3.5 Meeting agendas, no later than 3 days before meeting.
  - 3.6 Minutes of meetings, no later than 3 days after each progress meeting date, distribute copies of minutes via the System to each party present and to other parties who should have been present. Include a brief summary in narrative form of progress since the previous meeting and report.
- 4.0** Document submission requirements. Project documents transmitted via the System must comply with the following electronic formats:
- 4.1 Documents that are marked up or unavailable in electronic format (drawings, sketches, correspondence, etc. generated by hand drafting methods) shall be scanned to PDF (.pdf) , black and white with maximum resolution of 200dpi using CCITT Group 4 (2d Fax) compression.
  - 4.2 Documents that have been generated using Adobe Acrobat PDF printer drivers (not scanned) shall be submitted to the System.
  - 4.3 Electronic photographs shall be submitted in JPEG (.JPG) file format, sized at a minimum resolution of 1024x768 pixels.
  - 4.4 Grayscale or color photo images that are scanned shall be saved in JPEG (.JPG) file format with medium to low quality compression at a maximum resolution of 200 dpi.
  - 4.5 Product data that is available for download from the Manufacturer's website, that has been generated using Adobe Acrobat .PDF printer drivers (not scanned) may also be submitted via the System.

| <b>System Requirements</b>                                    |  |
|---|--|
| Operating System  | Windows XP   |
| Internet Browser  | Internet Explorer version 6.0 or greater   |
| Processor Speed   | 2.0 GHz or greater   |
| System Memory (RAM)   | 512 Megabytes or greater   |
| Hard Drive Space  | 1500 Megabytes (1.5Gb)   |
| Display Resolution  | 1024x768 or greater  |
| Connection Type   | Broadband Internet Connection (T1) – If a T1 is not an available option, each System participant must have a dedicated (not shared) DSL or equivalent Internet connection. |
| Other hardware  | CD-ROM or DVD drive  |
| <b>Recommended Professional Document Scanners<sup>6</sup></b> |  |
| Medium Format Scanner <sup>1</sup>                            | Canon DR-5020 Document Scanner or equivalent   |
| Medium Format Scanner <sup>1</sup>                            | Canon DR-5080C Document Scanner or equivalent  |
| Medium Format Scanner <sup>1</sup>                            | Fujitsu M 4097D IPC Document Scanner or equivalent   |
| Medium Format Scanner <sup>1</sup>                            | Fujitsu M 4097D VRS Document Scanner or equivalent   |
| Medium Format Scanner <sup>1</sup>                            | Epson GT-30000 Document Scanner or equivalent  |
| Large Format Scanner <sup>1</sup>                             | Océ TDS610 36" Monochrome Scanner or equivalent  |
| Large Format Scanner <sup>1</sup>                             | Océ TDS810 36" Monochrome Scanner or equivalent  |
| Large Format Scanner <sup>1</sup>                             | Vidar Select P36 Color Scanner or equivalent   |
| Large Format Scanner <sup>1</sup>                             | Vidar Select MP36 MonochromeScanner or equivalent  |
| <b>Required Additional Software</b>                           |  |
| Portable Document Format(.PDF) file reader                    | Adobe Acrobat Reader <sup>2</sup>  |
| Portable Document Format(.PDF) file generator                 | Adobe Acrobat <sup>3</sup>   |
| ZIP File compression utility                                  | WinZip <sup>4</sup> or equal   |

<sup>1</sup> Large and medium format scanning may also be outsourced to a digital reproduction house in your locale.

<sup>2</sup> Adobe Acrobat Reader is free software available for download at <http://www.adobe.com/>

<sup>3</sup> Adobe Acrobat is not a free software and must be purchased. At least one copy of the software must be purchased by the Consultant and must reside on a PC accessible to all users within the Consultant's office. The purchase and installation of multiple copies is recommended.

<sup>4</sup> A fully functional evaluation version of WinZip is available for download at <http://www.winzip.com/>, alternative free file compression utility is 7-zip available at <http://www.7-zip.org/>

**Note:** The scanner models specified meet the requirements of website usage and are provided for information purposes only. Scanner models may change or be discontinued by the manufacturer.

EXHIBIT G

Contract No. I-18-4701

V3 Companies, Ltd.

CURRENT OBLIGATIONS FOR PROJECT

| Route & Job No. | Work Scope & Description of Project   | Fee (Including all Supplementals and Extra Work Orders) | Fee Remaining To Be Earned | Estimated Date of Completion |
|-----------------|---|---|----------------------------|------------------------------|
| I-12-4082       | PSB 12-5/Item 6<br>Elgin O'Hare Western Access<br>Corridor Construction Manager       | \$11,900,000.00   | \$560,000.00               | 10/31/2019                   |
| I-17-4302       | PSB 17-3/Item 7<br>I-294 Roadway Reconstruction & Bridge<br>Wolf Road to O'Hare Oasis | \$3,642,545.00  | \$1,254,993.00             | 12/31/2020                   |
| D-30-008-11     | PTB 158/Item 35<br>Statewide Structure Engineering Services                           | \$2,000,000.00  | \$31,000.00                | 10/1/2019                    |
| P-91-356-14     | PTB 172/Item 12<br>Various Phase I Projects   | \$1,800,000.00  | \$217,596.00               | 12/31/2019                   |
| C-91-127-16     | PTB 178/Item 10<br>Various Phase III  | \$1,400,000.00  | \$50,000.00                | 6/30/2019                    |

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

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

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

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

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

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

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

**EXHIBIT "1"**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# Contract Information Sheet

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

Consultant Name: 2IM Group, LLC

Contract Number: I-18-4701

Proposal Date: 5/24/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-18-4701

Consultant:

ZIM Group, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK       | MONTHS of YEAR 2019 |     |     |     |     |     |     |     |     |     |     |     | TOTAL HOURS |
|------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|
|            | Jan                 | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |             |
| Const Insp |                     |     |     |     |     |     |     | 180 | 180 | 220 | 160 | 160 | 900         |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
| TOTALS     |                     |     |     |     |     |     |     | 180 | 180 | 220 | 160 | 160 | 900         |

Contract Number: I-18-4701

Consultant: 2IM Group, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK       | MONTHS of YEAR 2020 |     |     |     |     |     |     |     |     |     |     |     | TOTAL HOURS |      |
|------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|------|
|            | Jan                 | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |             |      |
| Const Insp | 160                 | 160 | 320 | 320 | 440 | 360 | 440 | 360 | 360 | 440 | 320 | 320 | 320         | 4000 |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
| TOTALS     | 160                 | 160 | 320 | 320 | 440 | 360 | 440 | 360 | 360 | 440 | 320 | 320 | 320         | 4000 |

Contract Number: I-18-4701

Consultant: 2IM Group, LLC

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

| TASK       | MONTHS of YEAR 2021 |     |     |     |     |     |     |     |     |     |     |     | TOTAL HOURS |
|------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|
|            | Jan                 | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |             |
| Const Insp | 160                 | 320 | 320 | 320 | 440 | 360 | 440 | 360 | 360 | 440 | 320 | 160 | 4000        |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
| TOTALS     | 160                 | 320 | 320 | 320 | 440 | 360 | 440 | 360 | 360 | 440 | 320 | 160 | 4000        |

Contract Number: I-18-4701

Consultant: 2IM Group, LLC

2IM Group, LLC

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 |             |
| Const Insp | 160                 | 320 | 320 | 320 | 440 | 360 | 440 | 360 | 360 | 440 | 320 | 160 | 4000        |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
| TOTALS     | 160                 | 320 | 320 | 320 | 440 | 360 | 440 | 360 | 360 | 440 | 320 | 160 | 4000        |

Contract Number: I-18-4701

Consultant: 2IM Group, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK       | MONTHS of YEAR 2023 |     |     |     |     |     |     |     |     |     |     |     | TOTAL HOURS |
|------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|
|            | Jan                 | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |             |
| Const Insp | 160                 | 320 | 320 | 320 | 440 | 360 | 440 | 360 | 360 | 440 | 320 | 160 | 4000        |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
| TOTALS     | 160                 | 320 | 320 | 320 | 440 | 360 | 440 | 360 | 360 | 440 | 320 | 160 | 4000        |

Contract Number: I-18-4701 Consultant: 2IM Group, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK       | MONTHS of YEAR 2024 |     |     |     |     |     |     |     |     |     |     |     | TOTAL HOURS |
|------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|
|            | Jan                 | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |             |
| Const Insp | 160                 | 160 | 160 | 160 | 220 | 240 | 220 | 180 | 180 | 220 | 160 | 160 | 2220        |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
| TOTALS     | 160                 | 160 | 160 | 160 | 220 | 240 | 220 | 180 | 180 | 220 | 160 | 160 | 2220        |

Contract Number: I-18-4701

Consultant: 2IM Group, LLC

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

| TASK          | MONTHS of YEAR 2025 |     |     |     |     |     |     |     |     |     |     |     | TOTAL HOURS |     |
|---------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|-----|
|               | Jan                 | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |             |     |
| Const Insp    |                     |     |     |     | 160 | 160 | 160 | 160 |     |     |     |     |             | 640 |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
| <b>TOTALS</b> |                     |     |     |     | 160 | 160 | 160 | 160 |     |     |     |     |             | 640 |



**EXHIBIT D**

**REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES**

- A. **VEHICLE REIMBURSEMENT** - rate based on link below  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- B. **ALLOWABLE DIRECT COSTS** - based on link below  
[https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS\\_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5](https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5)
- C. **OVERTIME PREMIUM**
- D. **ITEMIZED DIRECT COSTS** - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:

**DIRECT COST CATEGORY**

RR Liability Ins - \$25,000 (Est)  
 \_\_\_\_\_  
 eRailsafe Training - \$250 (Est)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
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 \_\_\_\_\_  
 \_\_\_\_\_

**TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized)** \$ 180,240.00

## ALLOWABLE DIRECT COSTS

**09.12.2018**

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

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

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

## ALLOWABLE DIRECT COSTS

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

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

### NOTES:

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

Contract No.: I-18-4701

Consultant: 2IM Group, LLC

**EXHIBIT E - KEY PROJECT PERSONNEL**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT F

2IM Group

**Project Description:**

Phase III engineering services for proposed construction of various sections of the Elgin O'Hare Western Access project as assigned by the Tollway.

**Subconsultant Services:**

The Subconsultant will support the Consultant by performing on-site inspection, prepare records, maintain documentation and any other duties as directed by the Consultant on a timely basis and in accordance with Tollway specifications. The Subconsultant services shall be in accordance with the articles contained in the Authority's CM Manual, latest edition, and all applicable Tollway Criteria, Manuals and Bulletins.

EXHIBIT G

Contract No. I-18-4701

2IM Group, LLC

CURRENT OBLIGATIONS FOR PROJECT

| Route & Job No.  | Work Scope & Description of Project | Fee (Including all Supplementals and Extra Work Orders) | Fee Remaining To Be Earned | Estimated Date of Completion |
|--|-------------------------------------|---|----------------------------|------------------------------|
| I-355 Veterans Memorial Tollway I-55 to Butterfield Road                   | Phase II Engineering Services       | \$403,228.43  | \$36,510.11                | Jun-19                       |
| Reagan Memorial Tollway Annie Glidden Road to IL 56                        | Phase II Engineering Services       | \$255,819.54  | \$12,621.88                | Jun-19                       |
| Environmental Studies Upon Request. Phase I and Phase II Engineering.      | Phase II Services                   | \$150,000.00  | \$59,098.00                | Dec-19                       |
| Design Corridor Manager for Tri-State (I-294) from Balmoral to 95th Street | Phase II Services                   | \$760,860.00  | \$317,986.42               | Dec-22                       |
| Consulting Engineer Services   | General Engineering Consultant      | \$1,533,288.84  | \$1,071,247.63             | Dec-21                       |
| EOWA -Pratt Boulevard to Touhy Avenue Phase II Engineering Services        | Phase II Engineering Services       | \$275,000.00  | \$119,534.82               | Dec-19                       |
| I-294 St. Charles Road to North Ave.                                       | Phase II Engineering Services       | \$1,248,000.00  | \$468,800.53               | Dec-19                       |

|                                    |                                   |                |                |        |
|------------------------------------|-----------------------------------|----------------|----------------|--------|
| DUR - Systemwide                   | Phase II Engineering Services     | \$185,000.00   | \$72,131.23    | Dec-19 |
| EOWA - West Extension. Phase I     | Phase I Engineering Services      | \$266,282.59   | \$257,870.93   | May-20 |
| DUR - Systemwide                   | Phase II Engineering Services     | \$180,000.00   | \$42,827.82    | Dec-21 |
| Edens Spur Construction Management | Phase III Engineering Services    | \$419,984.00   | \$304,079.60   | Dec-20 |
| Landscape Service Upon Request     | Phase II/III Engineering Services | \$8,000,000.00 | \$7,308,959.04 | Dec-24 |
| Mile Long Bridge Reconstruction    | Phase III Engineering Services    | \$1,439,753.56 | \$1,439,753.56 | Dec-21 |
| Tri-State and I-57 Interchange     | Phase III Engineering Services    | TBD            | TBD            | TBD    |
| EOWA Owners Rep.                   | Phase III Engineering Services    | \$2,826,000.00 | \$2,826,000.00 | Oct-24 |

Contract No.: I-18-4701

Consultant: 2IM Group, 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

Table 1: Subconsultant 1 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total this Subconsultant (ULC) with dollar amounts.

Table 2: Subconsultant 2 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total this Subconsultant (ULC) with dollar amounts.

Table 3: Subconsultant 3 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total this Subconsultant (ULC) with dollar amounts.

Table 4: Subconsultant 4 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total this Subconsultant (ULC) with dollar amounts.

Table 5: Subconsultant 5 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total this Subconsultant (ULC) with dollar amounts.

Table 6: Subconsultant 6 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total this Subconsultant (ULC) with dollar amounts.

Table 7: Subconsultant 7 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total this Subconsultant (ULC) with dollar amounts.

Table 8: Subconsultant 8 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total this Subconsultant (ULC) with dollar amounts.

Table 9: Subconsultant 9 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total this Subconsultant (ULC) with dollar amounts.

Table 10: Subconsultant 10 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total this Subconsultant (ULC) with dollar amounts.

Table 11: Subconsultant 11 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total this Subconsultant (ULC) with dollar amounts.

Table 12: Subconsultant 12 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total this Subconsultant (ULC) with dollar amounts.

\*\* 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: \$ EXHIBIT "1"

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

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

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

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

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

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

|   |                                |          |   |
|---|--------------------------------|----------|---|
| 2 | _____                          |          |   |
|   | 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) | \$ _____ | - |

|   |                                |          |   |
|---|--------------------------------|----------|---|
| 4 | _____                          |          |   |
|   | 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) | \$ _____ | - |

|   |                                |          |   |
|---|--------------------------------|----------|---|
| 6 | _____                          |          |   |
|   | 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) | \$ _____ | - |

|   |                                |          |   |
|---|--------------------------------|----------|---|
| 8 | _____                          |          |   |
|   | 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) | \$ _____ | - |

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

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

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

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

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

# Contract Information Sheet

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

Consultant Name: CKL Engineers, LLC

Contract Number: I-18-4701

Proposal Date: 5/24/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-18-4701

Consultant: CKL Engineers, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

| MONTHS of YEAR 2020 |     |     |     |     |     |     |     |     |     |     |     | Grand Total Exhibit A Hours | 3340        |
|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----------------------------|-------------|
| TASK                | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec                         | TOTAL HOURS |
| Const Insp          |     |     | 160 | 160 | 210 | 180 | 220 | 180 | 180 | 220 | 160 |                             | 1670        |
|                     |     |     |     |     |     |     |     |     |     |     |     |                             |             |
|                     |     |     |     |     |     |     |     |     |     |     |     |                             |             |
|                     |     |     |     |     |     |     |     |     |     |     |     |                             |             |
|                     |     |     |     |     |     |     |     |     |     |     |     |                             |             |
|                     |     |     |     |     |     |     |     |     |     |     |     |                             |             |
|                     |     |     |     |     |     |     |     |     |     |     |     |                             |             |
|                     |     |     |     |     |     |     |     |     |     |     |     |                             |             |
|                     |     |     |     |     |     |     |     |     |     |     |     |                             |             |
|                     |     |     |     |     |     |     |     |     |     |     |     |                             |             |
|                     |     |     |     |     |     |     |     |     |     |     |     |                             |             |
|                     |     |     |     |     |     |     |     |     |     |     |     |                             |             |
|                     |     |     |     |     |     |     |     |     |     |     |     |                             |             |
|                     |     |     |     |     |     |     |     |     |     |     |     |                             |             |
|                     |     |     |     |     |     |     |     |     |     |     |     |                             |             |
|                     |     |     |     |     |     |     |     |     |     |     |     |                             |             |
|                     |     |     |     |     |     |     |     |     |     |     |     |                             |             |
| TOTALS              |     |     | 160 | 160 | 210 | 180 | 220 | 180 | 180 | 220 | 160 |                             | 1670        |

Contract Number: I-18-4701

Consultant: CKL Engineers, 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 |             |
| Const Insp |                     |     | 160 | 160 | 210 | 180 | 220 | 180 | 180 | 220 | 160 | 160 | 1670        |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
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|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
| TOTALS     |                     |     | 160 | 160 | 210 | 180 | 220 | 180 | 180 | 220 | 160 | 160 | 1670        |



Contract No.: I-18-4701 Consultant: CKL Engineers, 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](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**

RR Liability Ins - \$25,000 (Est)  
\_\_\_\_\_

eRailsafe Training - \$250 (Est)  
\_\_\_\_\_

\_\_\_\_\_  
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\_\_\_\_\_

**TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized)** **\$ 49,878.00**

## ALLOWABLE DIRECT COSTS

**09.12.2018**

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

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

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

## ALLOWABLE DIRECT COSTS

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

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

### NOTES:

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

Contract No.: I-18-4701

Consultant: CKL Engineers, LLC

**EXHIBIT E - KEY PROJECT PERSONNEL**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT F

CKL Engineers. LLC

**Project Description:**

Phase III engineering services for proposed construction of various sections of the Elgin O'Hare Western Access project as assigned by the Tollway.

**Subconsultant Services:**

The Subconsultant will support the Consultant by performing on-site inspection, prepare records, maintain documentation and any other duties as directed by the Consultant on a timely basis and in accordance with Tollway specifications. The Subconsultant services shall be in accordance with the articles contained in the Authority's CM Manual, latest edition, and all applicable Tollway Criteria, Manuals and Bulletins.

EXHIBIT G

Contract No. I-18-4701

CKL Engineers, LLC

CURRENT OBLIGATIONS FOR PROJECT

| <u>Route &amp; Job No.</u> | <u>Work Scope &amp; 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-18-4411                  | 1-90 Roadway, Retaining Wall and Bridge Reconstruction and Widening, Elgin Toll Plaza (M.P. 53.8, to Fox River (M.P. 55.7) CMS | \$1,920,271.35   | \$1,920,271.35                    | 12/1/2024                           |
| I-17-4682                  | EOWA Construction Management Upon Request  | \$720,000.00   | \$456,976.70                      | 12/31/2019                          |
| I-16-4266                  | IL 53/Rt 120 Environmental Impact Statement (EIS) and Related Reports  | \$83,512.96  | \$43,479.96                       | 12/1/2020                           |

Contract No.: I-18-4701

Consultant: CKL Engineers, 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

|   |                                |          |   |
|---|--------------------------------|----------|---|
| 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 "1"

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# Contract Information Sheet

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

Consultant Name: Collins Engineers, LLC

Contract Number: I-18-4701

Proposal Date: 5/24/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-18-4701 Consultant: Collins Engineers, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK       | MONTHS of YEAR 2020 |     |     |     |     |     |     |     |     |     |     |     | TOTAL HOURS |
|------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|
|            | Jan                 | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |             |
| Const Insp |                     | 160 | 160 | 320 | 440 | 360 | 440 | 360 | 360 | 440 | 320 | 160 | 3520        |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
| TOTALS     |                     | 160 | 160 | 320 | 440 | 360 | 440 | 360 | 360 | 440 | 320 | 160 | 3520        |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |

Contract Number: I-18-4701

Consultant: Collins Engineers, 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 |             |
| Const Insp |                     | 160 | 160 | 160 | 220 | 360 | 440 | 360 | 360 | 300 | 160 | 160 | 2840        |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
| TOTALS     |                     | 160 | 160 | 160 | 220 | 360 | 440 | 360 | 360 | 300 | 160 | 160 | 2840        |

Contract Number: I-18-4701

Consultant: Collins Engineers, LLC

**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 |             |      |
| Const Insp    |                     |     | 160 | 160 | 220 | 180 | 220 | 180 | 180 | 220 | 160 | 160 | 160         | 1840 |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
| <b>TOTALS</b> |                     |     | 160 | 160 | 220 | 180 | 220 | 180 | 180 | 220 | 160 | 160 | 160         | 1840 |

Contract Number: I-18-4701 Consultant: Collins Engineers, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK       | MONTHS of YEAR 2023 |     |     |     |     |     |     |     |     |     |     |     | TOTAL HOURS |      |
|------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|------|
|            | Jan                 | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |             |      |
| Const Insp |                     |     | 160 | 160 | 220 | 180 | 220 | 180 | 180 | 220 | 160 | 160 | 160         | 1840 |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
| TOTALS     |                     |     | 160 | 160 | 220 | 180 | 220 | 180 | 180 | 220 | 160 | 160 | 160         | 1840 |

Contract Number:           I-18-4701           Consultant:           Collins Engineers, LLC          

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK          | MONTHS of YEAR 2024 |     |     |     |     |     |     |     |     |     |     |     | TOTAL HOURS |      |
|---------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|------|
|               | Jan                 | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |             |      |
| Const Insp    |                     |     | 160 | 160 | 220 | 180 | 220 | 180 | 180 | 220 | 160 | 160 | 160         | 1840 |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
| <b>TOTALS</b> |                     |     | 160 | 160 | 220 | 180 | 220 | 180 | 180 | 220 | 160 | 160 | 160         | 1840 |

Contract No.: I-18-4701

Consultant: Collins Engineers, LLC

**EXHIBIT B: FEE CALCULATIONS**

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

|  |   |  |
|--|---|--|
| <u>11,880.00</u><br>(Total Work Hours<br>from Exhibit A) | \$ <u>50.00</u><br>(Average Hourly<br>Rate) | TOTAL DIRECT SALARY \$ <u>594,000.00</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) |             |

|   |                        |
|---|------------------------|
| <b>DIRECT REGULAR SALARY TIMES MULTIPLIER</b> | \$ <u>1,663,200.00</u> |
|---|------------------------|

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

(For Prime Consultant listed above.)

|                    |                      |
|--------------------|----------------------|
| TOTAL DIRECT COSTS | \$ <u>116,800.00</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>1,780,000.00</u> |
|------------------------|

Contract No.: I-18-4701 Consultant: Collins Engineers, 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](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**

|                                   |
|-----------------------------------|
| RR Liability Ins - \$25,000 (Est) |
| eRaisafe Training - \$250 (Est)   |
|                                   |
|                                   |
|                                   |
|                                   |
|                                   |
|                                   |
|                                   |
|                                   |
|                                   |
|                                   |
|                                   |
|                                   |
|                                   |
|                                   |
|                                   |
|                                   |

TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized) \$ 116,800.00

## ALLOWABLE DIRECT COSTS

09.12.2018

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

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

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

## ALLOWABLE DIRECT COSTS

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

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

### NOTES:

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

Contract No.: 1-18-4701

Consultant: Collins Engineers, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

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

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

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

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

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

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

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

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

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

Others:      Name: \_\_\_\_\_

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

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

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

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

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

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

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

EXHIBIT F

Collins Engineers, Inc.

**Project Description:**

Phase III engineering services for proposed construction of various sections of the Elgin O'Hare Western Access project as assigned by the Tollway.

**Subconsultant Services:**

The Subconsultant will support the Consultant by performing on-site inspection, prepare records, maintain documentation and any other duties as directed by the Consultant on a timely basis and in accordance with Tollway specifications. The Subconsultant services shall be in accordance with the articles contained in the Authority's CM Manual, latest edition, and all applicable Tollway Criteria, Manuals and Bulletins.

EXHIBIT G

Contract No. I-18-4701

Collins Engineers, Inc.

CURRENT OBLIGATIONS FOR PROJECT

| <u>Route &amp; Job<br/>No.</u> | <u>Work Scope &amp; Description of Project</u> | <u>Fee (Including all<br/>Supplementals and<br/>Extra Work Orders)</u> | <u>Fee Remaining<br/>To Be Earned</u> | <u>Estimated<br/>Date of<br/>Completion</u> |
|--------------------------------|--|--|---------------------------------------|---|
| RR-16-4282                     | I94 Pavement and Structural Pres./Rehab.       | \$1,896,765.00   | \$690,000.00                          | 7/1/2020                                    |
| RR-18-4435                     | I94 Pavement and Structural Pres./Rehab.       | TBD  | TBD                                   | TBD   |
| I-17-4679                      | EOWA - CM Services                             | \$560,000.00   | \$560,000.00                          | 12/31/2020                                  |

Contract No.: I-18-4701

Consultant: Collins Engineers, Inc.

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

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

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

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ **EXHIBIT "1"**

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services) **Page 259 of 443**

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

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

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

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

|                                |   |              |   |    |   |  |  |              |  |    |   |  |  |                    |  |    |   |  |  |                        |  |    |   |  |  |                                |  |    |   |  |  |
|--------------------------------|---|--------------|---|----|---|--|--|--------------|--|----|---|--|--|--------------------|--|----|---|--|--|------------------------|--|----|---|--|--|--------------------------------|--|----|---|--|--|
| 1                              | <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>Direct Costs</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> </table>   | Direct Labor |   |    |   |  |  | Direct Costs |  |    |   |  |  | Services by Others |  |    |   |  |  | Additional Services ** |  |    |   |  |  | Total this Subconsultant (ULC) |  | \$ | - |  |  |
| Direct Labor                   |   |              |   |    |   |  |  |              |  |    |   |  |  |                    |  |    |   |  |  |                        |  |    |   |  |  |                                |  |    |   |  |  |
| Direct Costs                   |   |              |   |    |   |  |  |              |  |    |   |  |  |                    |  |    |   |  |  |                        |  |    |   |  |  |                                |  |    |   |  |  |
| Services by Others             |   |              |   |    |   |  |  |              |  |    |   |  |  |                    |  |    |   |  |  |                        |  |    |   |  |  |                                |  |    |   |  |  |
| Additional Services **         |   |              |   |    |   |  |  |              |  |    |   |  |  |                    |  |    |   |  |  |                        |  |    |   |  |  |                                |  |    |   |  |  |
| Total this Subconsultant (ULC) |   | \$           | - |    |   |  |  |              |  |    |   |  |  |                    |  |    |   |  |  |                        |  |    |   |  |  |                                |  |    |   |  |  |
| 2                              | <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>Direct Costs</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> </table>   | Direct Labor |   |    |   |  |  | Direct Costs |  |    |   |  |  | Services by Others |  |    |   |  |  | Additional Services ** |  |    |   |  |  | Total this Subconsultant (ULC) |  | \$ | - |  |  |
| Direct Labor                   |   |              |   |    |   |  |  |              |  |    |   |  |  |                    |  |    |   |  |  |                        |  |    |   |  |  |                                |  |    |   |  |  |
| Direct Costs                   |   |              |   |    |   |  |  |              |  |    |   |  |  |                    |  |    |   |  |  |                        |  |    |   |  |  |                                |  |    |   |  |  |
| Services by Others             |   |              |   |    |   |  |  |              |  |    |   |  |  |                    |  |    |   |  |  |                        |  |    |   |  |  |                                |  |    |   |  |  |
| Additional Services **         |   |              |   |    |   |  |  |              |  |    |   |  |  |                    |  |    |   |  |  |                        |  |    |   |  |  |                                |  |    |   |  |  |
| Total this Subconsultant (ULC) |   | \$           | - |    |   |  |  |              |  |    |   |  |  |                    |  |    |   |  |  |                        |  |    |   |  |  |                                |  |    |   |  |  |
| 3                              | <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 10%; text-align: center;">-</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>Direct Costs</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> </table> | Direct Labor |   | \$ | - |  |  | Direct Costs |  | \$ | - |  |  | Services by Others |  | \$ | - |  |  | Additional Services ** |  | \$ | - |  |  | Total this Subconsultant (ULC) |  | \$ | - |  |  |
| Direct Labor                   |   | \$           | - |    |   |  |  |              |  |    |   |  |  |                    |  |    |   |  |  |                        |  |    |   |  |  |                                |  |    |   |  |  |
| Direct Costs                   |   | \$           | - |    |   |  |  |              |  |    |   |  |  |                    |  |    |   |  |  |                        |  |    |   |  |  |                                |  |    |   |  |  |
| Services by Others             |   | \$           | - |    |   |  |  |              |  |    |   |  |  |                    |  |    |   |  |  |                        |  |    |   |  |  |                                |  |    |   |  |  |
| Additional Services **         |   | \$           | - |    |   |  |  |              |  |    |   |  |  |                    |  |    |   |  |  |                        |  |    |   |  |  |                                |  |    |   |  |  |
| Total this Subconsultant (ULC) |   | \$           | - |    |   |  |  |              |  |    |   |  |  |                    |  |    |   |  |  |                        |  |    |   |  |  |                                |  |    |   |  |  |
| 4                              | <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 10%; text-align: center;">-</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>Direct Costs</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> </table> | Direct Labor |   | \$ | - |  |  | Direct Costs |  | \$ | - |  |  | Services by Others |  | \$ | - |  |  | Additional Services ** |  | \$ | - |  |  | Total this Subconsultant (ULC) |  | \$ | - |  |  |
| Direct Labor                   |   | \$           | - |    |   |  |  |              |  |    |   |  |  |                    |  |    |   |  |  |                        |  |    |   |  |  |                                |  |    |   |  |  |
| Direct Costs                   |   | \$           | - |    |   |  |  |              |  |    |   |  |  |                    |  |    |   |  |  |                        |  |    |   |  |  |                                |  |    |   |  |  |
| Services by Others             |   | \$           | - |    |   |  |  |              |  |    |   |  |  |                    |  |    |   |  |  |                        |  |    |   |  |  |                                |  |    |   |  |  |
| Additional Services **         |   | \$           | - |    |   |  |  |              |  |    |   |  |  |                    |  |    |   |  |  |                        |  |    |   |  |  |                                |  |    |   |  |  |
| Total this Subconsultant (ULC) |   | \$           | - |    |   |  |  |              |  |    |   |  |  |                    |  |    |   |  |  |                        |  |    |   |  |  |                                |  |    |   |  |  |
| 5                              | <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 10%; text-align: center;">-</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>Direct Costs</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> </table> | Direct Labor |   | \$ | - |  |  | Direct Costs |  | \$ | - |  |  | Services by Others |  | \$ | - |  |  | Additional Services ** |  | \$ | - |  |  | Total this Subconsultant (ULC) |  | \$ | - |  |  |
| Direct Labor                   |   | \$           | - |    |   |  |  |              |  |    |   |  |  |                    |  |    |   |  |  |                        |  |    |   |  |  |                                |  |    |   |  |  |
| Direct Costs                   |   | \$           | - |    |   |  |  |              |  |    |   |  |  |                    |  |    |   |  |  |                        |  |    |   |  |  |                                |  |    |   |  |  |
| Services by Others             |   | \$           | - |    |   |  |  |              |  |    |   |  |  |                    |  |    |   |  |  |                        |  |    |   |  |  |                                |  |    |   |  |  |
| Additional Services **         |   | \$           | - |    |   |  |  |              |  |    |   |  |  |                    |  |    |   |  |  |                        |  |    |   |  |  |                                |  |    |   |  |  |
| Total this Subconsultant (ULC) |   | \$           | - |    |   |  |  |              |  |    |   |  |  |                    |  |    |   |  |  |                        |  |    |   |  |  |                                |  |    |   |  |  |

|                                |   |              |   |    |   |  |  |              |  |    |   |  |  |                    |  |    |   |  |  |                        |  |    |   |  |  |                                |  |    |   |  |  |
|--------------------------------|---|--------------|---|----|---|--|--|--------------|--|----|---|--|--|--------------------|--|----|---|--|--|------------------------|--|----|---|--|--|--------------------------------|--|----|---|--|--|
| 6                              | <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>Direct Costs</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> </table>   | Direct Labor |   |    |   |  |  | Direct Costs |  | \$ | - |  |  | Services by Others |  | \$ | - |  |  | Additional Services ** |  | \$ | - |  |  | Total this Subconsultant (ULC) |  | \$ | - |  |  |
| Direct Labor                   |   |              |   |    |   |  |  |              |  |    |   |  |  |                    |  |    |   |  |  |                        |  |    |   |  |  |                                |  |    |   |  |  |
| Direct Costs                   |   | \$           | - |    |   |  |  |              |  |    |   |  |  |                    |  |    |   |  |  |                        |  |    |   |  |  |                                |  |    |   |  |  |
| Services by Others             |   | \$           | - |    |   |  |  |              |  |    |   |  |  |                    |  |    |   |  |  |                        |  |    |   |  |  |                                |  |    |   |  |  |
| Additional Services **         |   | \$           | - |    |   |  |  |              |  |    |   |  |  |                    |  |    |   |  |  |                        |  |    |   |  |  |                                |  |    |   |  |  |
| Total this Subconsultant (ULC) |   | \$           | - |    |   |  |  |              |  |    |   |  |  |                    |  |    |   |  |  |                        |  |    |   |  |  |                                |  |    |   |  |  |
| 7                              | <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 10%; text-align: center;">-</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>Direct Costs</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> </table> | Direct Labor |   | \$ | - |  |  | Direct Costs |  | \$ | - |  |  | Services by Others |  | \$ | - |  |  | Additional Services ** |  | \$ | - |  |  | Total this Subconsultant (ULC) |  | \$ | - |  |  |
| Direct Labor                   |   | \$           | - |    |   |  |  |              |  |    |   |  |  |                    |  |    |   |  |  |                        |  |    |   |  |  |                                |  |    |   |  |  |
| Direct Costs                   |   | \$           | - |    |   |  |  |              |  |    |   |  |  |                    |  |    |   |  |  |                        |  |    |   |  |  |                                |  |    |   |  |  |
| Services by Others             |   | \$           | - |    |   |  |  |              |  |    |   |  |  |                    |  |    |   |  |  |                        |  |    |   |  |  |                                |  |    |   |  |  |
| Additional Services **         |   | \$           | - |    |   |  |  |              |  |    |   |  |  |                    |  |    |   |  |  |                        |  |    |   |  |  |                                |  |    |   |  |  |
| Total this Subconsultant (ULC) |   | \$           | - |    |   |  |  |              |  |    |   |  |  |                    |  |    |   |  |  |                        |  |    |   |  |  |                                |  |    |   |  |  |
| 8                              | <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 10%; text-align: center;">-</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>Direct Costs</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> </table> | Direct Labor |   | \$ | - |  |  | Direct Costs |  | \$ | - |  |  | Services by Others |  | \$ | - |  |  | Additional Services ** |  | \$ | - |  |  | Total this Subconsultant (ULC) |  | \$ | - |  |  |
| Direct Labor                   |   | \$           | - |    |   |  |  |              |  |    |   |  |  |                    |  |    |   |  |  |                        |  |    |   |  |  |                                |  |    |   |  |  |
| Direct Costs                   |   | \$           | - |    |   |  |  |              |  |    |   |  |  |                    |  |    |   |  |  |                        |  |    |   |  |  |                                |  |    |   |  |  |
| Services by Others             |   | \$           | - |    |   |  |  |              |  |    |   |  |  |                    |  |    |   |  |  |                        |  |    |   |  |  |                                |  |    |   |  |  |
| Additional Services **         |   | \$           | - |    |   |  |  |              |  |    |   |  |  |                    |  |    |   |  |  |                        |  |    |   |  |  |                                |  |    |   |  |  |
| Total this Subconsultant (ULC) |   | \$           | - |    |   |  |  |              |  |    |   |  |  |                    |  |    |   |  |  |                        |  |    |   |  |  |                                |  |    |   |  |  |
| 9                              | <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 10%; text-align: center;">-</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>Direct Costs</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> </table> | Direct Labor |   | \$ | - |  |  | Direct Costs |  | \$ | - |  |  | Services by Others |  | \$ | - |  |  | Additional Services ** |  | \$ | - |  |  | Total this Subconsultant (ULC) |  | \$ | - |  |  |
| Direct Labor                   |   | \$           | - |    |   |  |  |              |  |    |   |  |  |                    |  |    |   |  |  |                        |  |    |   |  |  |                                |  |    |   |  |  |
| Direct Costs                   |   | \$           | - |    |   |  |  |              |  |    |   |  |  |                    |  |    |   |  |  |                        |  |    |   |  |  |                                |  |    |   |  |  |
| Services by Others             |   | \$           | - |    |   |  |  |              |  |    |   |  |  |                    |  |    |   |  |  |                        |  |    |   |  |  |                                |  |    |   |  |  |
| Additional Services **         |   | \$           | - |    |   |  |  |              |  |    |   |  |  |                    |  |    |   |  |  |                        |  |    |   |  |  |                                |  |    |   |  |  |
| Total this Subconsultant (ULC) |   | \$           | - |    |   |  |  |              |  |    |   |  |  |                    |  |    |   |  |  |                        |  |    |   |  |  |                                |  |    |   |  |  |
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| Direct Labor                   |   | \$           | - |    |   |  |  |              |  |    |   |  |  |                    |  |    |   |  |  |                        |  |    |   |  |  |                                |  |    |   |  |  |
| Direct Costs                   |   | \$           | - |    |   |  |  |              |  |    |   |  |  |                    |  |    |   |  |  |                        |  |    |   |  |  |                                |  |    |   |  |  |
| Services by Others             |   | \$           | - |    |   |  |  |              |  |    |   |  |  |                    |  |    |   |  |  |                        |  |    |   |  |  |                                |  |    |   |  |  |
| Additional Services **         |   | \$           | - |    |   |  |  |              |  |    |   |  |  |                    |  |    |   |  |  |                        |  |    |   |  |  |                                |  |    |   |  |  |
| Total this Subconsultant (ULC) |   | \$           | - |    |   |  |  |              |  |    |   |  |  |                    |  |    |   |  |  |                        |  |    |   |  |  |                                |  |    |   |  |  |

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

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

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

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

# Contract Information Sheet

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

Consultant Name: Cotter Consulting, Inc.

Contract Number: I-18-4701

Proposal Date: 5/24/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-18-4701

Consultant: Cotter Consulting, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK       | MONTHS of YEAR 2020 |     |     |     |     |     |     |     |     |     |     |     | TOTAL HOURS |                             |
|------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|-----------------------------|
|            | Jan                 | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |             | Grand Total Exhibit A Hours |
| Const Insp | 160                 | 160 | 320 | 320 | 440 | 360 | 440 | 360 | 360 | 440 | 320 | 320 | 320         | 4000                        |
| TOTALS     | 160                 | 160 | 320 | 320 | 440 | 360 | 440 | 360 | 360 | 440 | 320 | 320 | 320         | 4000                        |



Contract Number: I-18-4701

Consultant: Cotter Consulting, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK       | MONTHS of YEAR 2022 |     |     |     |     |     |     |     |     |     |     |     | TOTAL HOURS |
|------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|
|            | Jan                 | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |             |
| Const Insp | 160                 | 320 | 320 | 320 | 440 | 360 | 440 | 360 | 360 | 440 | 320 | 160 | 4000        |
| TOTALS     | 160                 | 320 | 320 | 320 | 440 | 360 | 440 | 360 | 360 | 440 | 320 | 160 | 4000        |

Contract Number: I-18-4701

Consultant: Cotter Consulting, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK          | MONTHS of YEAR 2023 |     |     |     |     |     |     |     |     |     |     |     | TOTAL HOURS |
|---------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|
|               | Jan                 | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |             |
| Const Insp    | 160                 | 320 | 320 | 320 | 440 | 360 | 440 | 360 | 360 | 440 | 320 | 160 | 4000        |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |
| <b>TOTALS</b> | 160                 | 320 | 320 | 320 | 440 | 360 | 440 | 360 | 360 | 440 | 320 | 160 | 4000        |



Contract Number: I-18-4701

Consultant: Cotter Consulting, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK          | MONTHS of YEAR 2025 |     |     |     |     |     |     |     |     |     |     |     | TOTAL HOURS |
|---------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|
|               | Jan                 | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |             |
| Const Insp    |                     |     | 120 | 180 | 220 | 180 | 220 | 180 | 180 | 220 | 160 | 80  | 1740        |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |
| <b>TOTALS</b> |                     |     | 120 | 180 | 220 | 180 | 220 | 180 | 180 | 220 | 160 | 80  | 1740        |

Contract No.:         I-18-4701        

Consultant:         Cotter Consulting, Inc.        

**EXHIBIT B: FEE CALCULATIONS**

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

        19,780.00          
(Total Work Hours  
from Exhibit A)

        \$        45.00          
(Average Hourly  
Rate )

TOTAL DIRECT SALARY \$         890,100.00        

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

        2.80        

**DIRECT REGULAR SALARY TIMES MULTIPLIER** \$         2,492,280.00        

**B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT**  
(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$         177,720.00        

**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)**

        \$        2,670,000.00

Contract No.:           I-18-4701           Consultant:           Cotter Consulting, Inc.          

**EXHIBIT D**

**REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES**

- A. **VEHICLE REIMBURSEMENT - rate based on link below**  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
  
- B. **ALLOWABLE DIRECT COSTS - based on link below**  
[https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS\\_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5](https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5)
  
- C. **OVERTIME PREMIUM**
  
- D. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

**DIRECT COST CATEGORY**

RR Liability Ins - \$25,000 (Est)  
eRailsafe Training - \$250 (Est)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

**TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized)**           \$ 177,720.00

## ALLOWABLE DIRECT COSTS

**09.12.2018**

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

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

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

## ALLOWABLE DIRECT COSTS

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

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

### NOTES:

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

Contract No.: I-18-4701

Consultant: Cotter Consulting, Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT F

Cotter Engineering, Inc.

**Project Description:**

Phase III engineering services for proposed construction of various sections of the Elgin O'Hare Western Access project as assigned by the Tollway.

**Subconsultant Services:**

The Subconsultant will support the Consultant by performing on-site inspection, prepare records, maintain documentation and any other duties as directed by the Consultant on a timely basis and in accordance with Tollway specifications. The Subconsultant services shall be in accordance with the articles contained in the Authority's CM Manual, latest edition, and all applicable Tollway Criteria, Manuals and Bulletins.

EXHIBIT G

Contract No. I-18-4701

Cotter Consulting, Inc.

CURRENT OBLIGATIONS FOR PROJECT

| <u>Route &amp; Job No.</u> | <u>Work Scope &amp; 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> |
|----------------------------|--|--|-----------------------------------|-------------------------------------|
| RR-18-4360                 | CUR - SystemWide                                   | \$1,890,000.00   | \$600,000.00                      | 12/31/2020                          |
| RR-13-4117                 | I-88/I-294 Ramp Reconstruction                     | \$890,000.00   | \$700,000.00                      | 5/31/2020                           |
| I-18-4414                  | CUR - SystemWide (sub to Juneau)                   | \$500,000.00   | \$500,000.00                      | 12/31/2021                          |
| RR-17-4293                 | CUR - SystemWide (sub to SE3)                      | \$260,000.00   | \$1,000.00                        | 6/1/2019                            |
| PTB 190/001                | IDOT - Var Var                                     | \$382,500.00   | \$325,000.00                      | 12/31/2020                          |
| Metra                      | UPRR North Line (sub to V3)                        | \$1,228,000.00   | \$330,000.00                      | 12/31/2021                          |
| CTA                        | 95th St Terminal (sub to Jacobs/SQN)               | \$1,003,000.00   | \$25,000.00                       | 5/1/2019                            |
| PACE                       | Milwaukee Ave Stations (sub to TranSystems)        | \$80,000.00  | \$35,000.00                       | 7/31/2019                           |
| DuPage DOT                 | 55th St Widening & Resurfacing (sub to HW Lochner) | \$160,000.00   | \$140,000.00                      | 12/1/2019                           |
| DuPage DOT                 | Greenbrook Blvd Resurfacing                        | \$150,000.00   | \$150,000.00                      | 12/1/2019                           |

Project No. I-18-4701

Consultant: Cotter Consulting, Inc.

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

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

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

|                                |   |              |    |  |   |              |    |  |   |                    |    |  |   |                        |    |  |   |                                |  |    |   |  |  |  |  |
|--------------------------------|---|--------------|----|--|---|--------------|----|--|---|--------------------|----|--|---|------------------------|----|--|---|--------------------------------|--|----|---|--|--|--|--|
| 1                              | <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="width: 10%; border-bottom: 1px solid black;"></td> <td style="width: 5%;"></td> <td style="width: 55%; border-bottom: 1px solid black;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="border-bottom: 1px solid black; text-align: right;">-</td> </tr> </table> | Direct Labor |    |  |   | Direct Costs |    |  |   | Services by Others |    |  |   | Additional Services ** |    |  |   | Total this Subconsultant (ULC) |  | \$ | - |  |  |  |  |
| Direct Labor                   |   |              |    |  |   |              |    |  |   |                    |    |  |   |                        |    |  |   |                                |  |    |   |  |  |  |  |
| Direct Costs                   |   |              |    |  |   |              |    |  |   |                    |    |  |   |                        |    |  |   |                                |  |    |   |  |  |  |  |
| Services by Others             |   |              |    |  |   |              |    |  |   |                    |    |  |   |                        |    |  |   |                                |  |    |   |  |  |  |  |
| Additional Services **         |   |              |    |  |   |              |    |  |   |                    |    |  |   |                        |    |  |   |                                |  |    |   |  |  |  |  |
| Total this Subconsultant (ULC) |   | \$           | -  |  |   |              |    |  |   |                    |    |  |   |                        |    |  |   |                                |  |    |   |  |  |  |  |
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| Direct Labor                   |   |              |    |  |   |              |    |  |   |                    |    |  |   |                        |    |  |   |                                |  |    |   |  |  |  |  |
| Direct Costs                   |   |              |    |  |   |              |    |  |   |                    |    |  |   |                        |    |  |   |                                |  |    |   |  |  |  |  |
| Services by Others             |   |              |    |  |   |              |    |  |   |                    |    |  |   |                        |    |  |   |                                |  |    |   |  |  |  |  |
| Additional Services **         |   |              |    |  |   |              |    |  |   |                    |    |  |   |                        |    |  |   |                                |  |    |   |  |  |  |  |
| Total this Subconsultant (ULC) |   | \$           | -  |  |   |              |    |  |   |                    |    |  |   |                        |    |  |   |                                |  |    |   |  |  |  |  |
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| Direct Labor                   | \$  |              | -  |  |   |              |    |  |   |                    |    |  |   |                        |    |  |   |                                |  |    |   |  |  |  |  |
| Direct Costs                   | \$  |              | -  |  |   |              |    |  |   |                    |    |  |   |                        |    |  |   |                                |  |    |   |  |  |  |  |
| Services by Others             | \$  |              | -  |  |   |              |    |  |   |                    |    |  |   |                        |    |  |   |                                |  |    |   |  |  |  |  |
| Additional Services **         | \$  |              | -  |  |   |              |    |  |   |                    |    |  |   |                        |    |  |   |                                |  |    |   |  |  |  |  |
| Total this Subconsultant (ULC) |   | \$           | -  |  |   |              |    |  |   |                    |    |  |   |                        |    |  |   |                                |  |    |   |  |  |  |  |
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| Direct Labor                   | \$  |              | -  |  |   |              |    |  |   |                    |    |  |   |                        |    |  |   |                                |  |    |   |  |  |  |  |
| Direct Costs                   | \$  |              | -  |  |   |              |    |  |   |                    |    |  |   |                        |    |  |   |                                |  |    |   |  |  |  |  |
| Services by Others             | \$  |              | -  |  |   |              |    |  |   |                    |    |  |   |                        |    |  |   |                                |  |    |   |  |  |  |  |
| Additional Services **         | \$  |              | -  |  |   |              |    |  |   |                    |    |  |   |                        |    |  |   |                                |  |    |   |  |  |  |  |
| Total this Subconsultant (ULC) |   | \$           | -  |  |   |              |    |  |   |                    |    |  |   |                        |    |  |   |                                |  |    |   |  |  |  |  |
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| Direct Labor                   | \$  |              | -  |  |   |              |    |  |   |                    |    |  |   |                        |    |  |   |                                |  |    |   |  |  |  |  |
| Direct Costs                   | \$  |              | -  |  |   |              |    |  |   |                    |    |  |   |                        |    |  |   |                                |  |    |   |  |  |  |  |
| Services by Others             | \$  |              | -  |  |   |              |    |  |   |                    |    |  |   |                        |    |  |   |                                |  |    |   |  |  |  |  |
| Additional Services **         | \$  |              | -  |  |   |              |    |  |   |                    |    |  |   |                        |    |  |   |                                |  |    |   |  |  |  |  |
| Total this Subconsultant (ULC) |   | \$           | -  |  |   |              |    |  |   |                    |    |  |   |                        |    |  |   |                                |  |    |   |  |  |  |  |
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| Direct Labor                   |   |              |    |  |   |              |    |  |   |                    |    |  |   |                        |    |  |   |                                |  |    |   |  |  |  |  |
| Direct Costs                   | \$  |              | -  |  |   |              |    |  |   |                    |    |  |   |                        |    |  |   |                                |  |    |   |  |  |  |  |
| Services by Others             | \$  |              | -  |  |   |              |    |  |   |                    |    |  |   |                        |    |  |   |                                |  |    |   |  |  |  |  |
| Additional Services **         | \$  |              | -  |  |   |              |    |  |   |                    |    |  |   |                        |    |  |   |                                |  |    |   |  |  |  |  |
| Total this Subconsultant (ULC) |   | \$           | -  |  |   |              |    |  |   |                    |    |  |   |                        |    |  |   |                                |  |    |   |  |  |  |  |
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| Direct Labor                   | \$  |              | -  |  |   |              |    |  |   |                    |    |  |   |                        |    |  |   |                                |  |    |   |  |  |  |  |
| Direct Costs                   | \$  |              | -  |  |   |              |    |  |   |                    |    |  |   |                        |    |  |   |                                |  |    |   |  |  |  |  |
| Services by Others             | \$  |              | -  |  |   |              |    |  |   |                    |    |  |   |                        |    |  |   |                                |  |    |   |  |  |  |  |
| Additional Services **         | \$  |              | -  |  |   |              |    |  |   |                    |    |  |   |                        |    |  |   |                                |  |    |   |  |  |  |  |
| Total this Subconsultant (ULC) |   | \$           | -  |  |   |              |    |  |   |                    |    |  |   |                        |    |  |   |                                |  |    |   |  |  |  |  |
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| Direct Labor                   | \$  |              | -  |  |   |              |    |  |   |                    |    |  |   |                        |    |  |   |                                |  |    |   |  |  |  |  |
| Direct Costs                   | \$  |              | -  |  |   |              |    |  |   |                    |    |  |   |                        |    |  |   |                                |  |    |   |  |  |  |  |
| Services by Others             | \$  |              | -  |  |   |              |    |  |   |                    |    |  |   |                        |    |  |   |                                |  |    |   |  |  |  |  |
| Additional Services **         | \$  |              | -  |  |   |              |    |  |   |                    |    |  |   |                        |    |  |   |                                |  |    |   |  |  |  |  |
| Total this Subconsultant (ULC) |   | \$           | -  |  |   |              |    |  |   |                    |    |  |   |                        |    |  |   |                                |  |    |   |  |  |  |  |
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| Direct Labor                   | \$  |              | -  |  |   |              |    |  |   |                    |    |  |   |                        |    |  |   |                                |  |    |   |  |  |  |  |
| Direct Costs                   | \$  |              | -  |  |   |              |    |  |   |                    |    |  |   |                        |    |  |   |                                |  |    |   |  |  |  |  |
| Services by Others             | \$  |              | -  |  |   |              |    |  |   |                    |    |  |   |                        |    |  |   |                                |  |    |   |  |  |  |  |
| Additional Services **         | \$  |              | -  |  |   |              |    |  |   |                    |    |  |   |                        |    |  |   |                                |  |    |   |  |  |  |  |
| Total this Subconsultant (ULC) |   | \$           | -  |  |   |              |    |  |   |                    |    |  |   |                        |    |  |   |                                |  |    |   |  |  |  |  |
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| Direct Labor                   | \$  |              | -  |  |   |              |    |  |   |                    |    |  |   |                        |    |  |   |                                |  |    |   |  |  |  |  |
| Direct Costs                   | \$  |              | -  |  |   |              |    |  |   |                    |    |  |   |                        |    |  |   |                                |  |    |   |  |  |  |  |
| Services by Others             | \$  |              | -  |  |   |              |    |  |   |                    |    |  |   |                        |    |  |   |                                |  |    |   |  |  |  |  |
| Additional Services **         | \$  |              | -  |  |   |              |    |  |   |                    |    |  |   |                        |    |  |   |                                |  |    |   |  |  |  |  |
| Total this Subconsultant (ULC) |   | \$           | -  |  |   |              |    |  |   |                    |    |  |   |                        |    |  |   |                                |  |    |   |  |  |  |  |

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

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

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

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

Contract No.: I-18-4701

Consultant: Cotter Consulting, Inc.

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

Table with 12 numbered rows (1-12) for subconsultants. Each row contains a list of categories: Direct Labor, Direct Costs, Services by Others, and Additional Services \*\*. The 'Total this Subconsultant (ULC)' is calculated as the sum of Direct Costs, Services by Others, and Additional Services \*\*, with Direct Labor being zero. All values are zero.

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):

Percentage of Total Fee (does not include Additional Services):

EXHIBIT "1"

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

# Contract Information Sheet

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

Consultant Name: DB Sterlin Consultants, Inc.

Contract Number: I-18-4701

Proposal Date: 5/24/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-18-4701

Consultant: DB Sterlin Consultants, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

| TASK          | MONTHS of YEAR 2019 |     |     |     |     |     |     |     |     |     |     |     | Grand Total Exhibit A Hours | 31880 |
|---------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----------------------------|-------|
|               | Jan                 | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | TOTAL HOURS                 |       |
| CCM           |                     |     |     |     |     |     |     | 80  | 80  |     |     |     | 280                         |       |
| Survey        |                     |     |     |     |     |     |     | 320 | 400 | 320 |     | 320 | 1680                        |       |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                             |       |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                             |       |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                             |       |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                             |       |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                             |       |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                             |       |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                             |       |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                             |       |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                             |       |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                             |       |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                             |       |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                             |       |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                             |       |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                             |       |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                             |       |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                             |       |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                             |       |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                             |       |
| <b>TOTALS</b> |                     |     |     |     |     |     |     | 400 | 480 | 360 | 480 | 360 | 1960                        |       |

Contract Number: I-18-4701

Consultant: DB Sterlin Consultants, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK   | MONTHS of YEAR 2020 |     |     |     |     |     |     |     |     |     |     |     | TOTAL HOURS |  |  |      |
|--------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|--|--|------|
|        | Jan                 | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |             |  |  |      |
| CCM    |                     |     | 40  | 40  | 80  | 80  | 80  | 80  | 80  | 80  | 40  |     |             |  |  | 600  |
| Survey | 160                 | 160 | 460 | 500 | 580 | 520 | 580 | 500 | 500 | 580 | 460 | 180 |             |  |  | 5180 |
| TOTALS | 160                 | 160 | 500 | 540 | 660 | 600 | 660 | 580 | 580 | 660 | 500 | 180 |             |  |  | 5780 |

Contract Number: I-18-4701

Consultant: DB Sterlin Consultants, 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 |             |      |     |
| CCM    |                     |     | 40  | 40  | 80  | 80  | 80  | 80  | 80  | 80  | 80  | 80  | 80          | 80   | 600 |
| Survey | 160                 | 160 | 420 | 460 | 540 | 460 | 540 | 460 | 460 | 540 | 420 | 420 | 160         | 4780 |     |
| TOTALS | 160                 | 160 | 460 | 500 | 620 | 540 | 620 | 540 | 540 | 620 | 460 | 460 | 160         | 5380 |     |

Contract Number: I-18-4701

Consultant:

DB Sterlin Consultants, 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 |             |  |  |  |      |
| CCM           |                     |     | 40  | 40  | 80  | 80  | 80  | 80  | 80  | 80  | 40  |     |             |  |  |  |      |
| Survey        | 160                 | 160 | 420 | 460 | 540 | 460 | 540 | 460 | 460 | 540 | 420 | 160 |             |  |  |  | 600  |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |  |  |  | 4780 |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |  |  |  |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |  |  |  |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |  |  |  |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |  |  |  |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |  |  |  |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |  |  |  |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |  |  |  |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |  |  |  |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |  |  |  |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |  |  |  |      |
| <b>TOTALS</b> | 160                 | 160 | 460 | 500 | 620 | 540 | 620 | 540 | 540 | 620 | 460 | 160 |             |  |  |  | 5380 |



Contract Number: I-18-4701

Consultant: DB Sterlin Consultants, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK   | MONTHS of YEAR 2024 |     |     |     |     |     |     |     |     |     |     |     | TOTAL HOURS |  |  |  |      |
|--------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|--|--|--|------|
|        | Jan                 | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |             |  |  |  |      |
| CCM    |                     |     | 40  | 40  | 80  | 80  | 80  | 80  | 80  | 80  | 40  |     |             |  |  |  | 600  |
| Survey | 160                 | 160 | 420 | 460 | 540 | 460 | 540 | 460 | 460 | 540 | 420 | 160 |             |  |  |  | 4780 |
| TOTALS | 160                 | 160 | 460 | 500 | 620 | 540 | 620 | 540 | 540 | 620 | 460 | 160 |             |  |  |  | 5380 |

Contract Number: I-18-4701

Consultant: DB Sterlin Consultants, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

| TASK          | MONTHS of YEAR 2025 |     |     |     |     |     |     |     |     |     |     |     | TOTAL<br>HOURS |     |     |     |     |     |     |     |     |     |     |      |
|---------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|----------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|
|               | Jan                 | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |                |     |     |     |     |     |     |     |     |     |     |      |
| CCM           |                     |     | 40  | 40  | 80  | 80  | 80  | 80  | 80  | 80  | 40  |     |                |     |     |     |     |     |     |     |     |     |     | 600  |
| Survey        |                     | 160 | 160 | 180 | 180 | 180 | 220 | 180 | 180 | 180 | 220 | 220 | 160            | 160 | 160 | 160 |     |     |     |     |     |     |     | 2020 |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                |     |     |     |     |     |     |     |     |     |     |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                |     |     |     |     |     |     |     |     |     |     |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                |     |     |     |     |     |     |     |     |     |     |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                |     |     |     |     |     |     |     |     |     |     |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                |     |     |     |     |     |     |     |     |     |     |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                |     |     |     |     |     |     |     |     |     |     |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                |     |     |     |     |     |     |     |     |     |     |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                |     |     |     |     |     |     |     |     |     |     |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                |     |     |     |     |     |     |     |     |     |     |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                |     |     |     |     |     |     |     |     |     |     |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                |     |     |     |     |     |     |     |     |     |     |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                |     |     |     |     |     |     |     |     |     |     |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                |     |     |     |     |     |     |     |     |     |     |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                |     |     |     |     |     |     |     |     |     |     |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                |     |     |     |     |     |     |     |     |     |     |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                |     |     |     |     |     |     |     |     |     |     |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                |     |     |     |     |     |     |     |     |     |     |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                |     |     |     |     |     |     |     |     |     |     |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                |     |     |     |     |     |     |     |     |     |     |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                |     |     |     |     |     |     |     |     |     |     |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                |     |     |     |     |     |     |     |     |     |     |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                |     |     |     |     |     |     |     |     |     |     |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                |     |     |     |     |     |     |     |     |     |     |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                |     |     |     |     |     |     |     |     |     |     |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                |     |     |     |     |     |     |     |     |     |     |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                |     |     |     |     |     |     |     |     |     |     |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                |     |     |     |     |     |     |     |     |     |     |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                |     |     |     |     |     |     |     |     |     |     |      |
| <b>TOTALS</b> |                     |     | 160 | 220 | 300 | 260 | 300 | 260 | 260 | 300 | 300 | 200 | 200            | 160 | 160 | 160 | 200 | 260 | 300 | 300 | 200 | 200 | 160 | 2620 |





## ALLOWABLE DIRECT COSTS

**09.12.2018**

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

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

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

## ALLOWABLE DIRECT COSTS

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

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

### NOTES:

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

Contract No.: I-18-4701

Consultant: DB Sterlin Consultants, Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT F

DB Sterlin Consultants, Inc.

**Project Description:**

Phase III engineering services for proposed construction of various sections of the Elgin O'Hare Western Access project as assigned by the Tollway.

**Subconsultant Services:**

The Subconsultant will support the Consultant by performing on-site inspection, prepare records, maintain documentation, survey and any other duties as directed by the Consultant on a timely basis and in accordance with Tollway specifications. The Subconsultant services shall be in accordance with the articles contained in the Authority's CM Manual, latest edition, and all applicable Tollway Criteria, Manuals and Bulletins.

**EXHIBIT G**

**Contract No. I-18-4701**

**DB Sterlin Consultants, Inc.**

**CURRENT OBLIGATIONS FOR PROJECT**

| <b>Route &amp; Job No.</b> | <b>Work Scope &amp; Description of Project</b> | <b>Fee (Including all Supplementals and Extra Work Orders)</b> | <b>Fee Remaining To Be Earned</b> | <b>Estimated Date of Completion</b> |
|----------------------------|--|--|-----------------------------------|-------------------------------------|
| I-16-4266                  | IL 53 North Extension EIS                      | \$500,000.00   | \$500,000.00                      | 12/31/2024                          |
| RR-16-4275                 | Edens Spur Rehabilitation Design               | \$300,000.00   | \$2,000.00                        | 3/31/2019                           |
| I-17-4676                  | I-490/I-90 System Interchange Design           | \$1,300,000.00   | \$800,000.00                      | 1/31/2020                           |
| I-17-4300                  | I-294 Roosevelt to St. Charles Design          | \$770,000.00   | \$450,000.00                      | 12/31/2020                          |
| I-17-4302                  | I-294 Wolf Rd to O'Hare Oasis Design           | \$1,500,000.00   | \$400,000.00                      | 6/30/2019                           |
| RR-16-9198                 | CM Upon Request                                | \$260,000.00   | \$245,000.00                      | 12/31/2020                          |
| I-17-4679                  | I-390/I-490 System Interchange CM              | TBD  | TBD                               | TBD                                 |
| RR-16-4253                 | I-88 IL 251 to Annie Glidden CM                | \$2,826,362.83   | \$352,999.53                      | 6/30/2019                           |
| I-17-4682                  | EOWA CM Upon Request                           | \$480,000.00   | \$270,905.27                      | 12/31/2021                          |
| RR-16-4282                 | I-94 CM Upon Request                           | \$500,000.00   | \$29,540.60                       | 8/31/2019                           |
| RR-18-4377                 | Systemwide Facility Maintenance CMUR           | \$325,000.00   | \$298,290.23                      | 12/31/2021                          |
| I-18-4412                  | BNSF Railroad Bridge over I-294 CM             | \$715,500.00   | \$715,500.00                      | 12/31/2022                          |
| I-18-4701                  | Construction Corridor Manager EOWA             | \$2,385,450.98   | \$2,385,450.98                    | 12/31/2025                          |
| I-18-4356                  | I-294 Wolf Rd to Balmoral CM                   | \$720,000.00   | \$325,548.43                      | 12/31/2021                          |
| I-18-4409                  | CMUR On-call, as-needed                        | \$240,000.00   | \$208,812.73                      | 12/31/2019                          |
| I-18-4420                  | Tri-State Tollway, I-57 Interchange CM         | TBD  | TBD                               | TBD                                 |

Contract No.: I-18-4701

Consultant: DB Sterlin Consultants, Inc.

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

Table 1: Subconsultant 1 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total this Subconsultant (ULC) with dollar amounts.

Table 7: Subconsultant 7 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total this Subconsultant (ULC) with dollar amounts.

Table 2: Subconsultant 2 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total this Subconsultant (ULC) with dollar amounts.

Table 8: Subconsultant 8 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total this Subconsultant (ULC) with dollar amounts.

Table 3: Subconsultant 3 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total this Subconsultant (ULC) with dollar amounts.

Table 9: Subconsultant 9 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total this Subconsultant (ULC) with dollar amounts.

Table 4: Subconsultant 4 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total this Subconsultant (ULC) with dollar amounts.

Table 10: Subconsultant 10 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total this Subconsultant (ULC) with dollar amounts.

Table 5: Subconsultant 5 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total this Subconsultant (ULC) with dollar amounts.

Table 11: Subconsultant 11 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total this Subconsultant (ULC) with dollar amounts.

Table 6: Subconsultant 6 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total this Subconsultant (ULC) with dollar amounts.

Table 12: Subconsultant 12 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total this Subconsultant (ULC) with dollar amounts.

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

TOTAL DBE/MBE/WBE Subconsultants: \$ -

TOTAL Additional Services DBE/MBE/WBE Subconsultants: \$ EXHIBIT "1"

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ Page 292 of 443

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

(Does not include Additional Services):

Project No. I-18-4701

Consultant: DB Sterlin Consultants, Inc.

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

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

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

|                                |  |              |    |   |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |  |              |  |  |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |
|--------------------------------|--|--------------|----|---|--|--|--------------|--|--|----|---|--------------------|--|--|----|---|------------------------|--|--|----|---|--------------------------------|--|--|----|---|--|--|--------------|--|--|--|--|--------------|--|--|----|---|--------------------|--|--|----|---|------------------------|--|--|----|---|--------------------------------|--|--|----|---|--|
| 1                              | <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="width: 10%; border-bottom: 1px solid black;"></td> <td style="width: 10%; border-bottom: 1px solid black;"></td> <td style="width: 5%;"></td> <td style="width: 45%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="border-bottom: 1px solid black; text-align: right;">-</td> </tr> </table>  | Direct Labor |    |   |  |  | Direct Costs |  |  |    |   | Services by Others |  |  |    |   | Additional Services ** |  |  |    |   | Total this Subconsultant (ULC) |  |  | \$ | - |  | <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="width: 10%; border-bottom: 1px solid black;"></td> <td style="width: 10%; border-bottom: 1px solid black;"></td> <td style="width: 5%;"></td> <td style="width: 45%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="border-bottom: 1px solid black; text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="border-bottom: 1px solid black; text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="border-bottom: 1px solid black; text-align: right;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="border-bottom: 1px solid black; text-align: right;">-</td> </tr> </table> | Direct Labor |  |  |  |  | Direct Costs |  |  | \$ | - | Services by Others |  |  | \$ | - | Additional Services ** |  |  | \$ | - | Total this Subconsultant (ULC) |  |  | \$ | - |  |
| Direct Labor                   |  |              |    |   |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |  |              |  |  |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |
| Direct Costs                   |  |              |    |   |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |  |              |  |  |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |
| Services by Others             |  |              |    |   |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |  |              |  |  |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |
| Additional Services **         |  |              |    |   |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |  |              |  |  |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |
| Total this Subconsultant (ULC) |  |              | \$ | - |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |  |              |  |  |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |
| Direct Labor                   |  |              |    |   |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |  |              |  |  |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |
| Direct Costs                   |  |              | \$ | - |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |  |              |  |  |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |
| Services by Others             |  |              | \$ | - |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |  |              |  |  |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |
| Additional Services **         |  |              | \$ | - |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |  |              |  |  |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |
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| Direct Labor                   |  |              |    |   |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |  |              |  |  |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |
| Direct Costs                   |  |              |    |   |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |  |              |  |  |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |
| Services by Others             |  |              |    |   |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |  |              |  |  |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |
| Additional Services **         |  |              |    |   |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |  |              |  |  |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |
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| Direct Labor                   |  |              |    |   |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |  |              |  |  |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |
| Direct Costs                   |  |              | \$ | - |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |  |              |  |  |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |
| Services by Others             |  |              | \$ | - |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |  |              |  |  |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |
| Additional Services **         |  |              | \$ | - |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |  |              |  |  |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |
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| Direct Labor                   |  |              |    |   |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |  |              |  |  |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |
| Direct Costs                   |  |              | \$ | - |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |  |              |  |  |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |
| Services by Others             |  |              | \$ | - |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |  |              |  |  |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |
| Additional Services **         |  |              | \$ | - |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |  |              |  |  |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |
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| Direct Labor                   |  |              |    |   |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |  |              |  |  |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |
| Direct Costs                   |  |              | \$ | - |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |  |              |  |  |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |
| Services by Others             |  |              | \$ | - |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |  |              |  |  |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |
| Additional Services **         |  |              | \$ | - |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |  |              |  |  |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |
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| Direct Labor                   |  |              |    |   |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |  |              |  |  |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |
| Direct Costs                   |  |              | \$ | - |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |  |              |  |  |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |
| Services by Others             |  |              | \$ | - |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |  |              |  |  |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |
| Additional Services **         |  |              | \$ | - |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |  |              |  |  |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |
| Total this Subconsultant (ULC) |  |              | \$ | - |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |  |              |  |  |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |
| Direct Labor                   |  |              |    |   |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |  |              |  |  |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |
| Direct Costs                   |  |              | \$ | - |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |  |              |  |  |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |
| Services by Others             |  |              | \$ | - |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |  |              |  |  |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |
| Additional Services **         |  |              | \$ | - |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |  |              |  |  |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |
| Total this Subconsultant (ULC) |  |              | \$ | - |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |  |              |  |  |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |
| 5                              | <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="width: 10%; border-bottom: 1px solid black;"></td> <td style="width: 10%; border-bottom: 1px solid black;"></td> <td style="width: 5%;"></td> <td style="width: 45%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="border-bottom: 1px solid black; text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="border-bottom: 1px solid black; text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="border-bottom: 1px solid black; text-align: right;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="border-bottom: 1px solid black; text-align: right;">-</td> </tr> </table> | Direct Labor |    |   |  |  | Direct Costs |  |  | \$ | - | Services by Others |  |  | \$ | - | Additional Services ** |  |  | \$ | - | Total this Subconsultant (ULC) |  |  | \$ | - |  | <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="width: 10%; border-bottom: 1px solid black;"></td> <td style="width: 10%; border-bottom: 1px solid black;"></td> <td style="width: 5%;"></td> <td style="width: 45%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="border-bottom: 1px solid black; text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="border-bottom: 1px solid black; text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="border-bottom: 1px solid black; text-align: right;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="border-bottom: 1px solid black; text-align: right;">-</td> </tr> </table> | Direct Labor |  |  |  |  | Direct Costs |  |  | \$ | - | Services by Others |  |  | \$ | - | Additional Services ** |  |  | \$ | - | Total this Subconsultant (ULC) |  |  | \$ | - |  |
| Direct Labor                   |  |              |    |   |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |  |              |  |  |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |
| Direct Costs                   |  |              | \$ | - |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |  |              |  |  |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |
| Services by Others             |  |              | \$ | - |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |  |              |  |  |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |
| Additional Services **         |  |              | \$ | - |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |  |              |  |  |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |
| Total this Subconsultant (ULC) |  |              | \$ | - |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |  |              |  |  |  |  |              |  |  |    |   |                    |  |  |    |   |                        |  |  |    |   |                                |  |  |    |   |  |
| 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: Images, Inc.

Contract Number: I-18-4701

Proposal Date: 5/24/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-18-4701 Consultant: Images, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK   | MONTHS of YEAR 2019 |     |     |     |     |     |     |     |     |     |     |     | Grand Total Exhibit A Hours | TOTAL HOURS |     |
|--------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----------------------------|-------------|-----|
|        | Jan                 | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |                             | 2560        |     |
| CCM    |                     |     |     |     |     |     |     | 40  | 40  | 40  | 40  | 40  | 40                          | 40          | 200 |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |                             |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |                             |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |                             |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |                             |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |                             |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |                             |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |                             |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |                             |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |                             |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |                             |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |                             |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |                             |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |                             |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |                             |             |     |
| TOTALS |                     |     |     |     |     |     |     | 40  | 40  | 40  | 40  | 40  | 40                          | 40          | 200 |

Contract Number: I-18-4701

Consultant: Images, Inc.

Images, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK   | MONTHS of YEAR 2020 |     |     |     |     |     |     |     |     |     |     |     | TOTAL HOURS |     |
|--------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|-----|
|        | Jan                 | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |             |     |
| CCM    |                     | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40          | 400 |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
| TOTALS |                     | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40          | 400 |

Contract Number: I-18-4701

Consultant: Images, 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 |             |     |
| CCM    |                     | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40          | 400 |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
| TOTALS |                     | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40          | 400 |

Contract Number: I-18-4701

Consultant: Images, Inc.

Images, 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 |             |     |
| CCM    |                     | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40          | 400 |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
| TOTALS |                     | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40          | 400 |

Contract Number: 1-18-4701 Consultant: Images, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK   | MONTHS of YEAR 2023 |     |     |     |     |     |     |     |     |     |     |     | TOTAL HOURS |     |
|--------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|-----|
|        | Jan                 | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |             |     |
| CCM    | 40                  | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40          | 400 |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
| TOTALS |                     |     | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40          | 400 |

Contract Number: \_\_\_\_\_

I-18-4701

Consultant: \_\_\_\_\_

Images, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

| TASK          | MONTHS of YEAR 2024 |     |     |     |     |     |     |     |     |     |     |     | TOTAL HOURS |    |     |
|---------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|----|-----|
|               | Jan                 | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |             |    |     |
| CCM           |                     | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40  |             |    | 400 |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |    |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |    |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |    |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |    |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |    |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |    |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |    |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |    |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |    |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |    |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |    |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |    |     |
| <b>TOTALS</b> |                     | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40  |             | 40 | 400 |

Contract Number: I-18-4701

Consultant: Images, Inc.

Images, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK   | MONTHS of YEAR 2025 |     |     |     |     |     |     |     |     |     |     |     | TOTAL HOURS |     |
|--------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|-----|
|        | Jan                 | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |             |     |
| CCM    |                     | 20  | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 20  |             | 360 |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
| TOTALS |                     | 20  | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 20  |             | 360 |

Contract No.: I-18-4701 Consultant: Images, Inc.

**EXHIBIT B: FEE CALCULATIONS**

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

|                                      |                          |   |
|--------------------------------------|--------------------------|---|
| <u>2,560.00</u>                      | <u>\$ 60.00</u>          |   |
| (Total Work Hours<br>from Exhibit A) | (Average Hourly<br>Rate) |   |
|                                      |                          | <b>TOTAL DIRECT SALARY \$ <u>153,600.00</u></b> |

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 \$ 430,080.00**

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

(For Prime Consultant listed above.)

**TOTAL DIRECT COSTS \$ 14,920.00**

**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)

**\$ 445,000.00**

Contract No.:                     I-18-4701                     Consultant:                     Images, Inc.                    

**EXHIBIT D**

**REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES**

- A. **VEHICLE REIMBURSEMENT - rate based on link below**  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
  
- B. **ALLOWABLE DIRECT COSTS - based on link below**  
[https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS\\_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5](https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5)
  
- C. **OVERTIME PREMIUM**
  
- D. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

**DIRECT COST CATEGORY**

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**TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized)** **\$ 14,920.00**

## ALLOWABLE DIRECT COSTS

**09.12.2018**

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

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

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

## ALLOWABLE DIRECT COSTS

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

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

### NOTES:

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

Contract No.: I-18-4701

Consultant: Images, 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

Images, Inc.

### **Project Description:**

Phase III engineering services for proposed construction of various sections of the Elgin O'Hare Western Access project as assigned by the Tollway.

### **Subconsultant Services:**

The Subconsultant will support the Consultant by assisting with various tasks associated with communications and public outreach and any other duties as directed by the Consultant on a timely basis and in accordance with Tollway specifications. The Subconsultant services shall be in accordance with the articles contained in the Authority's CM Manual, latest edition, and all applicable Tollway Criteria, Manuals and Bulletins.

EXHIBIT G

Contract No. I-18-4701

Images, Inc.

CURRENT OBLIGATIONS FOR PROJECT

| Route & Job No. | Work Scope & Description of Project | Fee (Including all Supplementals and Extra Work Orders) | Fee Remaining To Be Earned | Estimated Date of Completion |
|-----------------|-------------------------------------|---|----------------------------|------------------------------|
| I-290           | Public Involvement                  | \$1,848,707.00  | \$290,390.00               | 8/30/2020                    |
| High Speed Rail | Public Involvement                  | Work Order Based  | Work Order Based           | 12/31/2019                   |
| I-55            | Public Involvement                  | \$698,911.00  | \$163,298.00               | 12/31/2019                   |
| I-80            | Public Involvement                  | \$541,839.00  | \$83,124.00                | 12/31/2019                   |
| Byrne Ph II     | Public Involvement                  | \$637,504.00  | \$402,720.00               | 12/31/2019                   |
| Way I-16-42     | Public Involvement                  | \$750,000.00  | \$369,668.00               | 6/30/2019                    |
| Way RR-15-99    | Public Involvement                  | \$392,340.84  | \$387,545.00               | 12/31/2019                   |
| Way I-15-46     | Public Involvement                  | Work Order Based  | Work Order Based           | 7/31/2021                    |

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

Table with 12 columns (1-12) and rows for Direct Labor, Direct Costs, Services by Others, Additional Services \*\*, and Total this Subconsultant (ULC). Each row contains a line for the category and a corresponding dollar amount, mostly showing zeros.

\*\* 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 "1"

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

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

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

|                                |   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |    |   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
|--------------------------------|---|--------------|----------|---|--------------|----------|---|--------------------|----------|---|------------------------|----------|---|--------------------------------|----------|---|----|---|--------------|----------|---|--------------|----------|---|--------------------|----------|---|------------------------|----------|---|--------------------------------|----------|---|
| 1                              | <table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>_____</td><td></td></tr> <tr><td>Services by Others</td><td>_____</td><td></td></tr> <tr><td>Additional Services **</td><td>_____</td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> </table>   | Direct Labor | _____    |   | Direct Costs | _____    |   | Services by Others | _____    |   | Additional Services ** | _____    |   | Total this Subconsultant (ULC) | \$ _____ | - | 6  | <table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> </table>                                | Direct Labor | _____    |   | Direct Costs | \$ _____ | - | Services by Others | \$ _____ | - | Additional Services ** | \$ _____ | - | Total this Subconsultant (ULC) | \$ _____ | - |
| Direct Labor                   | _____   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |    |   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Costs                   | _____   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |    |   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Services by Others             | _____   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |    |   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Additional Services **         | _____   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |    |   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Total this Subconsultant (ULC) | \$ _____  | -            |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |    |   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Labor                   | _____   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |    |   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Costs                   | \$ _____  | -            |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |    |   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Services by Others             | \$ _____  | -            |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |    |   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Additional Services **         | \$ _____  | -            |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |    |   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Total this Subconsultant (ULC) | \$ _____  | -            |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |    |   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| 2                              | <table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>_____</td><td></td></tr> <tr><td>Services by Others</td><td>_____</td><td></td></tr> <tr><td>Additional Services **</td><td>_____</td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> </table>   | Direct Labor | _____    |   | Direct Costs | _____    |   | Services by Others | _____    |   | Additional Services ** | _____    |   | Total this Subconsultant (ULC) | \$ _____ | - | 7  | <table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> </table> | Direct Labor | \$ _____ | - | Direct Costs | \$ _____ | - | Services by Others | \$ _____ | - | Additional Services ** | \$ _____ | - | Total this Subconsultant (ULC) | \$ _____ | - |
| Direct Labor                   | _____   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |    |   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Costs                   | _____   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |    |   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Services by Others             | _____   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |    |   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Additional Services **         | _____   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |    |   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Total this Subconsultant (ULC) | \$ _____  | -            |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |    |   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Labor                   | \$ _____  | -            |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |    |   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Costs                   | \$ _____  | -            |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |    |   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Services by Others             | \$ _____  | -            |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |    |   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Additional Services **         | \$ _____  | -            |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |    |   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Total this Subconsultant (ULC) | \$ _____  | -            |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |    |   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| 3                              | <table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> </table> | Direct Labor | \$ _____ | - | Direct Costs | \$ _____ | - | Services by Others | \$ _____ | - | Additional Services ** | \$ _____ | - | Total this Subconsultant (ULC) | \$ _____ | - | 8  | <table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> </table> | Direct Labor | \$ _____ | - | Direct Costs | \$ _____ | - | Services by Others | \$ _____ | - | Additional Services ** | \$ _____ | - | Total this Subconsultant (ULC) | \$ _____ | - |
| Direct Labor                   | \$ _____  | -            |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |    |   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Costs                   | \$ _____  | -            |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |    |   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Services by Others             | \$ _____  | -            |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |    |   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Additional Services **         | \$ _____  | -            |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |    |   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Total this Subconsultant (ULC) | \$ _____  | -            |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |    |   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Labor                   | \$ _____  | -            |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |    |   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Costs                   | \$ _____  | -            |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |    |   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Services by Others             | \$ _____  | -            |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |    |   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Additional Services **         | \$ _____  | -            |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |    |   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Total this Subconsultant (ULC) | \$ _____  | -            |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |    |   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| 4                              | <table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> </table> | Direct Labor | \$ _____ | - | Direct Costs | \$ _____ | - | Services by Others | \$ _____ | - | Additional Services ** | \$ _____ | - | Total this Subconsultant (ULC) | \$ _____ | - | 9  | <table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> </table> | Direct Labor | \$ _____ | - | Direct Costs | \$ _____ | - | Services by Others | \$ _____ | - | Additional Services ** | \$ _____ | - | Total this Subconsultant (ULC) | \$ _____ | - |
| Direct Labor                   | \$ _____  | -            |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |    |   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Costs                   | \$ _____  | -            |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |    |   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Services by Others             | \$ _____  | -            |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |    |   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Additional Services **         | \$ _____  | -            |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |    |   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Total this Subconsultant (ULC) | \$ _____  | -            |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |    |   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Labor                   | \$ _____  | -            |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |    |   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Costs                   | \$ _____  | -            |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |    |   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Services by Others             | \$ _____  | -            |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |    |   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Additional Services **         | \$ _____  | -            |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |    |   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Total this Subconsultant (ULC) | \$ _____  | -            |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |    |   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| 5                              | <table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> </table> | Direct Labor | \$ _____ | - | Direct Costs | \$ _____ | - | Services by Others | \$ _____ | - | Additional Services ** | \$ _____ | - | Total this Subconsultant (ULC) | \$ _____ | - | 10 | <table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> </table> | Direct Labor | \$ _____ | - | Direct Costs | \$ _____ | - | Services by Others | \$ _____ | - | Additional Services ** | \$ _____ | - | Total this Subconsultant (ULC) | \$ _____ | - |
| Direct Labor                   | \$ _____  | -            |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |    |   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Costs                   | \$ _____  | -            |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |    |   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Services by Others             | \$ _____  | -            |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |    |   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Additional Services **         | \$ _____  | -            |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |    |   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Total this Subconsultant (ULC) | \$ _____  | -            |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |    |   |              |          |   |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| 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: I-18-4701

Proposal Date: 5/24/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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



Contract Number: I-18-4701

Consultant: J.A. Watts, Inc.

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 |             |
| Const Insp |                     | 160 | 160 | 320 | 440 | 360 | 440 | 360 | 360 | 440 | 320 | 160 | 3520        |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
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|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
| TOTALS     |                     | 160 | 160 | 320 | 440 | 360 | 440 | 360 | 360 | 440 | 320 | 160 | 3520        |



Contract Number: I-18-4701

Consultant: J.A. Watts, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK       | MONTHS of YEAR 2023 |     |     |     |     |     |     |     |     |     |     |     | TOTAL HOURS |
|------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|
|            | Jan                 | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |             |
| Const Insp |                     |     | 160 | 160 | 220 | 180 | 220 | 180 | 180 | 220 | 160 | 160 | 1840        |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
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|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |
| TOTALS     |                     |     | 160 | 160 | 220 | 180 | 220 | 180 | 180 | 220 | 160 | 160 | 1840        |

Contract Number: I-18-4701 Consultant: J.A. Watts, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK       | MONTHS of YEAR 2024 |     |     |     |     |     |     |     |     |     |     |     | TOTAL HOURS |      |
|------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|------|
|            | Jan                 | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |             |      |
| Const Insp |                     |     | 160 | 160 | 220 | 180 | 220 | 180 | 180 | 220 | 160 | 160 | 160         | 1840 |
| TOTALS     |                     |     | 160 | 160 | 220 | 180 | 220 | 180 | 180 | 220 | 160 | 160 | 160         | 1840 |



Contract No.: I-18-4701 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](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**

RR Liability Ins - \$25,000 (Est)  
eRailsafe Training - \$250 (Est)  
 \_\_\_\_\_  
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TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized) **\$ 116,800.00**

## ALLOWABLE DIRECT COSTS

**09.12.2018**

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

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

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

## ALLOWABLE DIRECT COSTS

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

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

### NOTES:

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

Contract No.: I-18-4701

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

JA Watts, Inc.

**Project Description:**

Phase III engineering services for proposed construction of various sections of the Elgin O'Hare Western Access project as assigned by the Tollway.

**Subconsultant Services:**

The Subconsultant will support the Consultant by performing on-site inspection, prepare records, maintain documentation and any other duties as directed by the Consultant on a timely basis and in accordance with Tollway specifications. The Subconsultant services shall be in accordance with the articles contained in the Authority's CM Manual, latest edition, and all applicable Tollway Criteria, Manuals and Bulletins.

EXHIBIT G

Contract No. I-18-4701

J.A. Watts, Inc.

CURRENT OBLIGATIONS FOR PROJECT

| Route & Job No. | Work Scope & Description of Project   | Fee (Including all Supplementals and Extra Work Orders) | Fee Remaining To Be Earned | Estimated Date of Completion |
|-----------------|---|---|----------------------------|------------------------------|
| RR-16-4278      | Systemwide Traffic Operation and Maintenance Performance Evaluation and Enhancement Support   | \$2,500,000.00  | \$1,250,000.00             | 12/31/2020                   |
| RR-17-4256      | I-355 Butterfield Road to Army Trail Road   | \$648,000.00  | \$97,000.00                | 12/31/2019                   |
| RR-14-9172      | Systemwide, Traffic Operation and Maintenance Performance Evaluation and Enhancement Support  | \$1,210,000.00  | \$171,000.00               | 8/31/2019                    |
| I-17-4674       | Phase II, Elgin O'Hare Western Access, Jane Addams Memorial Tollway System Interchange (Westbound Collector Distributor Road)               | \$103,000.00  | \$35,000.00                | 12/31/2020                   |
| I-17-4299       | CST DSE services  | \$64,000.00   | \$3,000.00                 | 12/31/2019                   |
| I-18-4357       | CM Services Tri-State CUR   | \$1,000,000.00  | \$720,000.00               | 12/31/2020                   |
| C-91-232-17     | IDOT Phase III: I-90 at I-290/ Congress Pkwy (Jane Byrne Interchange) Bridge EB (East of Des Plaines) & I-290 EB Bridge Over I90/94.        | \$120,000.00  | \$80,000.00                | 12/31/2019                   |
| I-18-4411       | Tri-State Tollway (I-294), Bridge Reconstruction, Mile Long Bridge, Construction Management Services.                                       | \$960,000.00  | \$960,000.00               | TBD                          |
| I-18-4413       | I-294, Temporary ITS Relocation, Construction Management Services   | \$461,000.00  | \$461,000.00               | TBD                          |
| I-18-4409       | Construction Management Services Upon Request, On-call, and as-needed Construction Management Services                                      | \$150,000.00  | \$150,000.00               | TBD                          |
| I-18-4420       | I-294/I-57, Tri-State Tollway, Construction Management Services   | \$250,000.00  | \$250,000.00               | TBD                          |
| C-91-152-12     | I-90 at Foster Ave & Lawrence Ace to Ohio (Rehab of existing Kennedy Expressway Reversible Lane), Phase III Construction Management Project | TBD   | TBD                        | 1/30/2022                    |

|           |  |                |                |            |
|-----------|--|----------------|----------------|------------|
| 17-100687 | Fiber Optic Maintenance and Management<br>Services | \$4,500,000.00 | \$4,500,000.00 | 11/30/2023 |
|-----------|--|----------------|----------------|------------|

Contract No.: I-18-4701

Consultant: J.A. Watts, Inc.

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

Table with 12 numbered rows (1-12) and columns for Direct Labor, Direct Costs, Services by Others, Additional Services \*\*, and Total this Subconsultant (ULC). Each row contains a series of blank lines for data entry.

\*\* 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):

Percentage of Total Fee (does not include Additional Services):

EXHIBIT "1"

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

|                                |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |    |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |
|--------------------------------|--|--------------|----|---|--------------|----|---|--------------------|----|---|------------------------|----|---|--------------------------------|----|---|----|--|--------------|----|---|--------------|----|---|--------------------|----|---|------------------------|----|---|--------------------------------|----|---|
| 1                              | <table border="0" style="width: 100%;"> <tr><td style="width: 60%;">Direct Labor</td><td style="border-bottom: 1px solid black;"></td><td style="border-bottom: 1px solid black;"></td></tr> <tr><td>Direct Costs</td><td style="border-bottom: 1px solid black;"></td><td style="border-bottom: 1px solid black;"></td></tr> <tr><td>Services by Others</td><td style="border-bottom: 1px solid black;"></td><td style="border-bottom: 1px solid black;"></td></tr> <tr><td>Additional Services **</td><td style="border-bottom: 1px solid black;"></td><td style="border-bottom: 1px solid black;"></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td style="border-bottom: 1px solid black; text-align: right;">\$</td><td style="border-bottom: 1px solid black; text-align: right;">-</td></tr> </table>   | Direct Labor |    |   | Direct Costs |    |   | Services by Others |    |   | Additional Services ** |    |   | Total this Subconsultant (ULC) | \$ | - | 6  | <table border="0" style="width: 100%;"> <tr><td style="width: 60%;">Direct Labor</td><td style="border-bottom: 1px solid black;"></td><td style="border-bottom: 1px solid black;"></td></tr> <tr><td>Direct Costs</td><td style="border-bottom: 1px solid black; text-align: right;">\$</td><td style="border-bottom: 1px solid black; text-align: right;">-</td></tr> <tr><td>Services by Others</td><td style="border-bottom: 1px solid black; text-align: right;">\$</td><td style="border-bottom: 1px solid black; text-align: right;">-</td></tr> <tr><td>Additional Services **</td><td style="border-bottom: 1px solid black; text-align: right;">\$</td><td style="border-bottom: 1px solid black; text-align: right;">-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td style="border-bottom: 1px solid black; text-align: right;">\$</td><td style="border-bottom: 1px solid black; text-align: right;">-</td></tr> </table>  | Direct Labor |    |   | Direct Costs | \$ | - | Services by Others | \$ | - | Additional Services ** | \$ | - | Total this Subconsultant (ULC) | \$ | - |
| Direct Labor                   |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |    |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |
| Direct Costs                   |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |    |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |
| Services by Others             |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |    |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |
| Additional Services **         |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |    |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |
| Total this Subconsultant (ULC) | \$   | -            |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |    |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |
| Direct Labor                   |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |    |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |
| Direct Costs                   | \$   | -            |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |    |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |
| Services by Others             | \$   | -            |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |    |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |
| Additional Services **         | \$   | -            |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |    |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |
| Total this Subconsultant (ULC) | \$   | -            |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |    |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |
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| Direct Labor                   |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |    |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |
| Direct Costs                   |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |    |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |
| Services by Others             |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |    |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |
| Additional Services **         |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |    |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |
| Total this Subconsultant (ULC) | \$   | -            |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |    |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |
| Direct Labor                   | \$   | -            |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |    |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |
| Direct Costs                   | \$   | -            |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |    |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |
| Services by Others             | \$   | -            |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |    |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |
| Additional Services **         | \$   | -            |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |    |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |
| Total this Subconsultant (ULC) | \$   | -            |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |    |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |
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| Direct Labor                   | \$   | -            |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |    |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |
| Direct Costs                   | \$   | -            |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |    |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |
| Services by Others             | \$   | -            |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |    |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |
| Additional Services **         | \$   | -            |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |    |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |
| Total this Subconsultant (ULC) | \$   | -            |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |    |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |
| Direct Labor                   | \$   | -            |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |    |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |
| Direct Costs                   | \$   | -            |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |    |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |
| Services by Others             | \$   | -            |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |    |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |
| Additional Services **         | \$   | -            |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |    |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |
| Total this Subconsultant (ULC) | \$   | -            |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |    |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |
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| Direct Labor                   | \$   | -            |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |    |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |
| Direct Costs                   | \$   | -            |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |    |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |
| Services by Others             | \$   | -            |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |    |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |
| Additional Services **         | \$   | -            |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |    |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |
| Total this Subconsultant (ULC) | \$   | -            |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |    |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |
| Direct Labor                   | \$   | -            |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |    |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |
| Direct Costs                   | \$   | -            |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |    |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |
| Services by Others             | \$   | -            |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |    |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |
| Additional Services **         | \$   | -            |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |    |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |
| Total this Subconsultant (ULC) | \$   | -            |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |    |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |
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| Direct Labor                   | \$   | -            |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |    |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |
| Direct Costs                   | \$   | -            |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |    |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |
| Services by Others             | \$   | -            |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |    |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |
| Additional Services **         | \$   | -            |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |    |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |
| Total this Subconsultant (ULC) | \$   | -            |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |    |  |              |    |   |              |    |   |                    |    |   |                        |    |   |                                |    |   |
| 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 Services Testing, Inc.

Contract Number: I-18-4701

Proposal Date: 5/24/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: 1-18-4701

Consultant: Material Services Testing, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

| TASK             | MONTHS of YEAR 2019 |     |     |     |     |     |     |     |     |     |     |     | TOTAL HOURS |                             |
|------------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|-----------------------------|
|                  | Jan                 | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |             | Grand Total Exhibit A Hours |
| Material Testing |                     |     |     |     |     |     |     | 160 | 160 | 200 | 160 |     | 680         | 13100                       |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |                             |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |                             |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |                             |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |                             |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |                             |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |                             |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |                             |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |                             |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |                             |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |                             |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |                             |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |                             |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |                             |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |                             |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |                             |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |                             |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |                             |
| TOTALS           |                     |     |     |     |     |     |     | 160 | 160 | 200 | 160 |     | 680         |                             |



Contract Number: I-18-4701

Consultant: Material Services Testing, 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 |             |      |
| Material Testing |                     | 80  | 160 | 310 | 340 | 310 | 340 | 310 | 310 | 340 | 160 |     |             | 2660 |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
| <b>TOTALS</b>    |                     | 80  | 160 | 310 | 340 | 310 | 340 | 310 | 310 | 340 | 160 |     |             | 2660 |

Contract Number: I-18-4701

Consultant: Material Services Testing, Inc.

Material Services Testing, 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 |             |      |
| Material Testing |                     | 80  | 160 | 310 | 340 | 310 | 340 | 310 | 310 | 340 | 160 |     |             | 2660 |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
| TOTALS           |                     | 80  | 160 | 310 | 340 | 310 | 340 | 310 | 310 | 340 | 160 |     |             | 2660 |

Contract Number: I-18-4701

Consultant: Material Services Testing, Inc.

Material Services Testing, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK             | MONTHS of YEAR 2023 |     |     |     |     |     |     |     |     |     |     |     | TOTAL HOURS |      |
|------------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|------|
|                  | Jan                 | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |             |      |
| Material Testing |                     | 80  | 160 | 310 | 340 | 310 | 340 | 310 | 310 | 340 | 160 |     |             | 2660 |
| TOTALS           |                     | 80  | 160 | 310 | 340 | 310 | 340 | 310 | 310 | 340 | 160 |     |             | 2660 |

Contract Number: I-18-4701 Consultant: Material Services Testing, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK             | MONTHS of YEAR 2024 |     |     |     |     |     |     |     |     |     |     |     | TOTAL HOURS |      |
|------------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|------|
|                  | Jan                 | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |             |      |
| Material Testing |                     |     | 160 | 160 | 200 | 160 | 200 | 160 | 160 | 200 | 160 | 200 | 160         | 1560 |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|                  |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
| <b>TOTALS</b>    |                     |     | 160 | 160 | 200 | 160 | 200 | 160 | 160 | 200 | 160 | 200 | 160         | 1560 |

Contract Number: I-18-4701

Consultant: Material Services Testing, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK             | MONTHS of YEAR 2025 |     |     |     |     |     |     |     |     |     |     |     | TOTAL HOURS |     |
|------------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|-----|
|                  | Jan                 | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |             |     |
| Material Testing |                     |     | 20  | 20  | 20  | 20  | 30  | 30  | 30  | 30  | 20  |     |             | 220 |
| TOTALS           |                     |     | 20  | 20  | 20  | 20  | 30  | 30  | 30  | 30  | 20  |     |             | 220 |



Contract No.: I-18-4701 Consultant: Material Services Testing, Inc.

EXHIBIT D

**REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES**

- A. **VEHICLE REIMBURSEMENT** - rate based on link below  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- B. **ALLOWABLE DIRECT COSTS** - based on link below  
[https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS\\_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5](https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5)
- C. **OVERTIME PREMIUM**
- D. **ITEMIZED DIRECT COSTS** - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:

**DIRECT COST CATEGORY**

RR Liability Ins - \$25,000 (Est)

eRailsafe Training - \$250 (Est)

Please see attached QA Testing Tasks and Descriptions

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**TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized)** **\$ 808,490.00**

## ALLOWABLE DIRECT COSTS

**09.12.2018**

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

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

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

## ALLOWABLE DIRECT COSTS

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

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

### NOTES:

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

QA Testing Tasks and Descriptions - I-18-4701

| Task #               | NAME OF TEST  | AASHTO/IDOT modified, ASTM test method                                    |                 |            | Quantity  |        | Total  |
|----------------------|---|---|-----------------|------------|-----------|--------|--------|
|                      |   | Standard Rate   | Expedited Rate* | Standard   | Expedited |        |        |
| 1                    | TSR<br>Gyratory Compactor<br>Gmm (Maximum Specific Gravity)<br>Gmb (Bulk specific gravity)<br>Ignition oven (2)<br>Washed Gradation<br>Reflux extraction<br>Gyratory Compactor<br>TSR<br>Gmm (Maximum Specific Gravity)<br>Gmb (Bulk specific gravity)<br>Ignition oven (2)<br>Washed Gradation<br>Reflux extraction (3)<br>Gyratory Compactor<br>TSR<br>Gmm (Maximum Specific Gravity)<br>Gmb (Bulk specific gravity)<br>Gyratory Compactor<br>Washed Gradation<br>Gilson Shaker<br>Draindown test | \$1,363.00  | \$2,044.50      |            |           | \$0.00 |        |
|                      |   | ILLINOIS modified 03/01/09 AASHTO T283-02, ASTM D4867/D4867-09            |                 |            |           |        |        |
|                      |   | ILLINOIS modified 05/01/07 AASHTO T312-04, ASTM D6925-09                  |                 |            |           |        |        |
|                      |   | ILLINOIS modified 04/01/08 AASHTO T209-05, ASTM D2041-03a                 |                 |            |           |        |        |
|                      |   | ILLINOIS modified 01/01/10 AASHTO T166-07 (Method A and C), ASTM D2726-10 |                 |            |           |        |        |
|                      |   | ILLINOIS modified 04/01/10 AASHTO T308-09, ASTM D6307-05(2010)            |                 |            |           |        |        |
|                      |   | ILLINOIS modified 11/01/96 AASHTO T30-93, ASTM D5444-08                   | \$1,363.00      | \$2,044.50 |           |        | \$0.00 |
|                      |   | ILLINOIS modified 04/01/10 AASHTO T164-94, ASTM D2172-88                  |                 |            |           |        |        |
|                      |   | ILLINOIS modified 05/01/07 AASHTO T312-04, ASTM D6925-09                  |                 |            |           |        |        |
|                      |   | ILLINOIS modified 03/01/09 AASHTO T283-02, ASTM D4867/D4867-09            |                 |            |           |        |        |
| 3 (for N90 and N105) | TSR<br>Gmm (Maximum Specific Gravity)<br>Gmb (Bulk specific gravity)<br>Ignition oven (2)<br>Washed Gradation<br>Reflux extraction (3)<br>Gyratory Compactor<br>TSR<br>Gmm (Maximum Specific Gravity)<br>Gmb (Bulk specific gravity)<br>Gyratory Compactor<br>Washed Gradation<br>Gilson Shaker<br>Draindown test   | \$1,881.00  | \$2,821.50      |            |           | \$0.00 |        |
|                      |   | ILLINOIS modified 04/01/08 AASHTO T209-05, ASTM D2041-03a                 |                 |            |           |        |        |
|                      |   | ILLINOIS modified 04/01/10 AASHTO T166-07 (Method A and C), ASTM D2726-10 |                 |            |           |        |        |
|                      |   | ILLINOIS modified 04/01/10 AASHTO T308-09, ASTM D6307-05(2010)            |                 |            |           |        |        |
|                      |   | ILLINOIS modified 11/01/96 AASHTO T30-93, ASTM D5444-08                   |                 |            |           |        |        |
|                      |   | ILLINOIS modified 04/01/10 AASHTO T164-94, ASTM D2172-88                  |                 |            |           |        |        |
|                      |   | ILLINOIS modified 05/01/07 AASHTO T312-04, ASTM D6925-09                  |                 |            |           |        |        |
|                      |   | ILLINOIS modified 03/01/09 AASHTO T283-02, ASTM D4867/D4867-09            |                 |            |           |        |        |
|                      |   | ILLINOIS modified 04/01/08 AASHTO T209-05, ASTM D2041-03a                 |                 |            |           |        |        |
|                      |   | ILLINOIS modified 04/01/10 AASHTO T166-07 (Method A and C), ASTM D2726-10 |                 |            |           |        |        |
| 4                    | Gmm (Maximum Specific Gravity)<br>Gmb (Bulk specific gravity)<br>Gyratory Compactor<br>Washed Gradation<br>Gilson Shaker<br>Draindown test  | \$1,170.00  | \$1,755.00      |            |           | \$0.00 |        |
|                      |   | ILLINOIS modified 04/01/10 AASHTO T166-07 (Method A and C), ASTM D2726-10 |                 |            |           |        |        |
|                      |   | ILLINOIS modified 05/01/07 AASHTO T312-04, ASTM D6925-09                  |                 |            |           |        |        |
|                      |   | ILLINOIS modified 11/01/96 AASHTO T30-93, ASTM D5444-08                   |                 |            |           |        |        |
|                      |   | ILLINOIS modified 04/01/10 AASHTO T164-94, ASTM D2172-88                  |                 |            |           |        |        |
|                      |   | ILLINOIS modified 05/01/07 AASHTO T312-04, ASTM D6925-09                  |                 |            |           |        |        |
|                      |   | ILLINOIS modified 03/01/09 AASHTO T283-02, ASTM D4867/D4867-09            |                 |            |           |        |        |
|                      |   | ILLINOIS modified 04/01/08 AASHTO T209-05, ASTM D2041-03a                 |                 |            |           |        |        |
|                      |   | ILLINOIS modified 04/01/10 AASHTO T166-07 (Method A and C), ASTM D2726-10 |                 |            |           |        |        |
|                      |   | ILLINOIS modified 05/01/07 AASHTO T312-04, ASTM D6925-09                  |                 |            |           |        |        |
| 5                    | Gmm (Maximum Specific Gravity)<br>Gmb (Bulk specific gravity)<br>Gyratory Compactor<br>Washed Gradation<br>Gilson Shaker<br>Draindown test  | \$151.00  | \$226.50        |            |           | \$0.00 |        |
|                      |   | AASHTO T305-09, ASTM D6990-05 [2010]                                      |                 |            |           |        |        |
|                      |   | ILLINOIS modified 04/01/08 AASHTO T209-05, ASTM D2041-03a                 |                 |            |           |        |        |
|                      |   | ILLINOIS modified 05/01/07 AASHTO T312-04, ASTM D6925-09                  |                 |            |           |        |        |
|                      |   | ILLINOIS modified 11/01/96 AASHTO T30-93, ASTM D5444-08                   |                 |            |           |        |        |
|                      |   | ILLINOIS modified 04/01/10 AASHTO T164-94, ASTM D2172-88                  |                 |            |           |        |        |
|                      |   | ILLINOIS modified 05/01/07 AASHTO T312-04, ASTM D6925-09                  |                 |            |           |        |        |
|                      |   | ILLINOIS modified 03/01/09 AASHTO T283-02, ASTM D4867/D4867-09            |                 |            |           |        |        |
|                      |   | ILLINOIS modified 04/01/08 AASHTO T209-05, ASTM D2041-03a                 |                 |            |           |        |        |
|                      |   | ILLINOIS modified 04/01/10 AASHTO T166-07 (Method A and C), ASTM D2726-10 |                 |            |           |        |        |
| 6                    | Splitting HMA sample<br>Reflux extraction<br>Splitting HMA sample<br>Gmm (Maximum Specific Gravity)   | \$487.00  | \$730.50        |            |           | \$0.00 |        |
|                      |   | AASHTO R47  |                 |            |           |        |        |
|                      |   | ILLINOIS modified 04/01/10 AASHTO T164-94, ASTM D2172-88                  |                 |            |           |        |        |
|                      |   | AASHTO R47  |                 |            |           |        |        |
|                      |   | ILLINOIS modified 04/01/08 AASHTO T209-05, ASTM D2041-03a                 |                 |            |           |        |        |
|                      |   | ILLINOIS modified 05/01/07 AASHTO T312-04, ASTM D6925-09                  |                 |            |           |        |        |
|                      |   | ILLINOIS modified 11/01/96 AASHTO T30-93, ASTM D5444-08                   |                 |            |           |        |        |
|                      |   | ILLINOIS modified 04/01/10 AASHTO T164-94, ASTM D2172-88                  |                 |            |           |        |        |
|                      |   | ILLINOIS modified 05/01/07 AASHTO T312-04, ASTM D6925-09                  |                 |            |           |        |        |
|                      |   | ILLINOIS modified 03/01/09 AASHTO T283-02, ASTM D4867/D4867-09            |                 |            |           |        |        |
| 7                    | Splitting HMA sample<br>Reflux extraction<br>Splitting HMA sample<br>Gmm (Maximum Specific Gravity)   | \$288.00  | \$402.00        |            |           | \$0.00 |        |
|                      |   | AASHTO R47  |                 |            |           |        |        |
|                      |   | ILLINOIS modified 04/01/10 AASHTO T164-94, ASTM D2172-88                  |                 |            |           |        |        |
|                      |   | AASHTO R47  |                 |            |           |        |        |
|                      |   | ILLINOIS modified 04/01/08 AASHTO T209-05, ASTM D2041-03a                 |                 |            |           |        |        |
|                      |   | ILLINOIS modified 05/01/07 AASHTO T312-04, ASTM D6925-09                  |                 |            |           |        |        |
|                      |   | ILLINOIS modified 11/01/96 AASHTO T30-93, ASTM D5444-08                   |                 |            |           |        |        |
|                      |   | ILLINOIS modified 04/01/10 AASHTO T164-94, ASTM D2172-88                  |                 |            |           |        |        |
|                      |   | ILLINOIS modified 05/01/07 AASHTO T312-04, ASTM D6925-09                  |                 |            |           |        |        |
|                      |   | ILLINOIS modified 03/01/09 AASHTO T283-02, ASTM D4867/D4867-09            |                 |            |           |        |        |
| 8                    | Splitting HMA sample<br>Reflux extraction<br>Splitting HMA sample<br>Gmm (Maximum Specific Gravity)   | \$219.00  | \$328.50        |            |           | \$0.00 |        |
|                      |   | AASHTO R47  |                 |            |           |        |        |
|                      |   | ILLINOIS modified 04/01/10 AASHTO T164-94, ASTM D2172-88                  |                 |            |           |        |        |
|                      |   | AASHTO R47  |                 |            |           |        |        |
|                      |   | ILLINOIS modified 04/01/08 AASHTO T209-05, ASTM D2041-03a                 |                 |            |           |        |        |
|                      |   | ILLINOIS modified 05/01/07 AASHTO T312-04, ASTM D6925-09                  |                 |            |           |        |        |
|                      |   | ILLINOIS modified 11/01/96 AASHTO T30-93, ASTM D5444-08                   |                 |            |           |        |        |
|                      |   | ILLINOIS modified 04/01/10 AASHTO T164-94, ASTM D2172-88                  |                 |            |           |        |        |
|                      |   | ILLINOIS modified 05/01/07 AASHTO T312-04, ASTM D6925-09                  |                 |            |           |        |        |
|                      |   | ILLINOIS modified 03/01/09 AASHTO T283-02, ASTM D4867/D4867-09            |                 |            |           |        |        |

|    |   |   |  |  |                                      |
|----|---|---|--|--|--------------------------------------|
| 9  | Splitting HMA sample<br>Gmb (Bulk specific gravity)   | AASHTO R47<br>ILLINOIS modified 04/01/10 AASHTO T166-07 (Method A and C), ASTM D2726-10   | \$200.00                                     | \$300.00                                     | \$0.00                               |
| 10 | Splitting HMA sample<br>Ignition oven   | AASHTO R47<br>ILLINOIS modified 04/01/10 AASHTO T308-09, ASTM D6907-05(2010)  | \$155.00                                     | \$292.50                                     | \$0.00                               |
| 11 | Splitting HMA sample<br>Ignition oven<br>Washed Gradation   | AASHTO R47<br>ILLINOIS modified 04/01/10 AASHTO T308-09, ASTM D6907-05(2010)<br>ILLINOIS modified 11/01/96 AASHTO T30-93, ASTM D5444-08   | \$180.00                                     | \$270.00                                     | \$0.00                               |
| 12 | Nuclear asphalt content   | ASTM D2950-81   | \$254.00                                     | \$381.00                                     | \$0.00                               |
| 13 | TSR   | ILLINOIS modified 03/01/09 AASHTO T283-02, ASTM D4867/D4867-09  | \$557.00                                     | \$835.50                                     | \$0.00                               |
| 14 | Gmm (Maximum Specific gravity)<br>Gmb (Bulk specific gravity)<br>Reflux extraction<br>Gyratory Compactor<br>TSR | ILLINOIS modified 04/01/08 AASHTO T209-05, ASTM D2041-09a<br>ILLINOIS modified 04/01/10AASHTO T166-07 (Method A and C), ASTM D2726-10<br>ILLINOIS modified 04/01/10 AASHTO T164-94, ASTM D2172-88<br>ILLINOIS modified 05/01/07 AASHTO T312-04, ASTM D6925-09<br>ILLINOIS modified 03/01/09 AASHTO T283-02, ASTM D4867/D4867-09 | \$219.00<br>\$200.00<br>\$268.00<br>\$488.00 | \$328.50<br>\$300.00<br>\$402.00<br>\$732.00 | \$0.00<br>\$0.00<br>\$0.00<br>\$0.00 |
| 15 | Core density  | ILLINOIS modified 04/01/10 AASHTO T166-07   | \$67.00                                      | \$100.50                                     | \$0.00                               |
| 16 | Flow and stability  | ILLINOIS modified 01/01/98 AASHTO T245-94, ASTM D4867/D4867M-09   | \$231.00                                     | \$346.50                                     | \$0.00                               |
| 17 | Average rate for HMA level I technician   | Per Hour  | \$147.00                                     |  | \$0.00                               |
| 18 | Average rate for HMA level II technician  | Per Hour  | \$163.00                                     |  | \$0.00                               |
| 19 | Average rate for HMA level III technician   | Per Hour  | \$173.00                                     |  | \$0.00                               |
| 20 | Average rate for density technician   | Per Hour  | \$26.00                                      | \$39.00                                      | \$0.00                               |
| 21 | Concrete breaks: cylinder (wet curing)  | ILLINOIS modified 04/01/08 AASHTO T22-07, ASTM C39/C39M-10, ASTM C192   | \$24.00                                      | \$36.00                                      | \$0.00                               |
| 22 | Concrete breaks: cylinder (dry curing)  | ILLINOIS modified 04/01/08 AASHTO T22-07, ASTM C39/C39M-10  | \$44.00                                      | \$66.00                                      | \$0.00                               |
| 23 | Beam braking: center point load (with curing)   | ILLINOIS modified 04/01/09 AASHTO T177-03, ASTM C192, ASTM C78-08   | \$67.00                                      | \$100.50                                     | \$0.00                               |
| 24 | Beam braking: third point load (with curing)  | ILLINOIS modified 04/01/09 AASHTO T177-03, ASTM C192, ASTM C78-08   | \$147.00                                     |  | \$0.00                               |
| 25 | Average rate for concrete level I technician  | Per Hour  | \$163.00                                     |  | \$0.00                               |
| 26 | Average rate for concrete level II technician   | Per Hour  | \$165.00                                     | \$247.50                                     | \$0.00                               |
| 27 | Washed Gradation<br>Reducing sample size  | ILLINOIS modified 04/01/10AASHTO T27-06, ASTM C136-06<br>ILLINOIS modified 04/01/10 AASHTO T248, ASTM C702-98(2003)   | \$252.00                                     | \$378.00                                     | \$0.00                               |
| 28 | Particle size analysis  | AASHTO T88-00 (2008), ASTM D422-63(2007)  | \$205.00                                     | \$307.50                                     | \$0.00                               |
| 29 | Coarse aggregate specific gravity   | ILLINOIS modified 04/01/10 AASHTO T85-08, ASTM C127-07  | \$259.00                                     | \$388.50                                     | \$0.00                               |
| 30 | Fine aggregate specific gravity   | ILLINOIS modified 04/01/10 AASHTO T84-09, ASTM C128-07a   | \$283.00                                     | \$424.50                                     | \$0.00                               |
| 31 | Fine Aggregate specific gravity verification  | ILLINOIS modified 04/01/10 AASHTO T84-09, ASTM C128-07a   | \$285.00                                     | \$427.50                                     | \$0.00                               |
| 32 | Coarse Aggregate specific gravity verification  | ILLINOIS modified 04/01/10 AASHTO T85-08, ASTM C127-07  | \$208.00                                     | \$312.00                                     | \$0.00                               |
| 33 | RAP specific gravity  | ILLINOIS modified 04/01/10 AASHTO T85-08, ASTM C127-07  | \$209.00                                     | \$313.50                                     | \$0.00                               |
| 34 | RAS specific gravity  | District 1 Method   | \$229.00                                     | \$343.50                                     | \$0.00                               |
| 35 | Slag counts   | Ignition test plus count  | \$397.00                                     | \$595.50                                     | \$0.00                               |
| 36 | Modified proctor  | ILLINOIS modified 04/01/10 AASHTO T180-09, ASTM D1557-09  | \$158.00                                     |  | \$0.00                               |
| 37 | Aggregate technician (5-day)  | Per Hour  | \$312.00                                     | \$468.00                                     | \$0.00                               |
| 38 | Standard proctor  | ILLINOIS modified 04/01/10 AASHTO T99-09(2004), ASTM D698-07e1  | \$155.00                                     | \$232.50                                     | \$0.00                               |
| 39 | Liquid limits   | AASHTO T89-02(2006), ASTM D4318-10  | \$206.00                                     | \$309.00                                     | \$0.00                               |
| 40 | Plastic limits  | AASHTO T90-00(2008), ASTM D4318-10  | \$158.00                                     |  | \$0.00                               |
| 41 | Hydrometer analysis   | AASHTO T88-00(2008), ASTM D422-63(2007)   | \$158.00                                     |  | \$0.00                               |
| 42 | Soil technician   | Per Hour  | \$158.00                                     |  | \$0.00                               |
| 43 | Laboratory technician   | Per Hour  | \$176.00                                     |  | \$0.00                               |
| 44 | Source inspector  | Per Hour  |  |  | \$0.00                               |
| 45 | Sample pick-up  | Per CECS  |  |  | \$0.00                               |

|    |  |   |            |            |        |
|----|--|---|------------|------------|--------|
| 45 | Core cutting (including traffic control)                 | Actual Cost (requires 2-3 quotes)                               |            |            |        |
| 46 | Core cutting   | Actual Cost (requires 2-3 quotes)                               |            |            |        |
| 47 | Core cutting under 12"                                   | Per Core  | \$170.00   | \$255.00   | \$0.00 |
| 48 | Core cutting over 12"                                    | Per Core  | \$198.00   | \$297.00   | \$0.00 |
| 49 | Core sawing  | Concrete and Bituminous - Per Lineal Foot                       | \$76.00    | \$114.00   | \$0.00 |
| 50 | Project manager  | Per Hour  | \$173.00   |            | \$0.00 |
| 51 | Mileage  | Per Mile  |            |            | \$0.00 |
| 52 | Vehicle cost (daily), per Tollway allowable direct costs | Per Day   | \$65.00    |            | \$0.00 |
| 53 | Average overtime rate                                    | 1.5 times hourly rate   |            |            |        |
| 54 | Average overtime rate (holidays and Sundays)             | 2.0 times hourly rate   |            |            |        |
| 55 | Average cost for labor outside standard work day         |   |            |            |        |
| 56 | Nuclear Density Gauge                                    | Per Day   | \$95.00    |            | \$0.00 |
| 57 | Micro-Deval Abrasion Test                                | ASTM D6928, ASTM D7428  | \$391.00   | \$586.50   | \$0.00 |
| 58 | Hamburg Wheel w/mix design                               | AASHTO T324   | \$1,236.00 | \$1,854.00 | \$0.00 |
| 59 | Hamburg Wheel w/o mix design                             | AASHTO T324   | \$1,288.00 | \$1,892.00 | \$0.00 |
| 60 | Hamburg Wheel on prepared sample                         | AASHTO T324   | \$773.00   | \$1,159.50 | \$0.00 |
| 61 | Hamburg Wheel on pavement core                           | AASHTO T324   | \$876.00   | \$1,314.00 | \$0.00 |
| 62 | Polarized Light Microscopy (PLM)                         | EPA 6--/R-03/116 (by a NIST Accredited Laboratory) - Per Sample | \$39.00    | \$58.50    | \$0.00 |
| 63 | Organic Content by Wet Combustion                        | AASHTO T 194  | \$92.00    | \$138.00   | \$0.00 |
| 64 | PGE Gradation Test - washed or dry                       |   | \$347.00   | \$520.50   | \$0.00 |
| 65 | Concrete breaks: Light Weight Cellular Concrete          | ASTM C-495  | \$52.00    | \$78.00    | \$0.00 |
| 66 | Shot Crete Pannel Coring                                 | Per Pannel  | \$300.00   | \$450.00   | \$0.00 |
| 67 | Shot Crete Pannel Core Compressive Strength Testing      | Per Core  | \$57.00    | \$85.50    | \$0.00 |
| 68 | Determination of Applied Prime                           | Per Test  | \$155.00   | \$232.50   | \$0.00 |
| 69 | Moisture Content   | AASHTO T265   | \$20.00    | \$30.00    | \$0.00 |
| 70 | Unconfined Compressive Strength Test                     | AASHTO T208   | \$50.00    | \$75.00    | \$0.00 |
| 71 | Unconsolidated Undrained Triaxial Test                   | AASHTO T296   | \$500.00   | \$750.00   | \$0.00 |
| 72 | Consolidated Undrained Triaxial Test                     | ASTM D-4767 - Includes 3 points                                 | \$900.00   | \$1,350.00 | \$0.00 |
| 73 | One Dimensional Consolidation Test                       | AASHTO T216   | \$250.00   | \$375.00   | \$0.00 |
| 74 | PH of Soil   | ASTM D-2437   | \$52.00    | \$78.00    | \$0.00 |
| 75 | CBR  | ASTM D-1883   | \$525.00   | \$787.50   | \$0.00 |
|    |  | Total   |            |            | \$0.00 |

Contract No.: I-18-4701

Consultant: Material Services Testing, 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: Hemant Patel

Classification: Material QA Technician

Name: Richard Ferro

Classification: Material QA Technician

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

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

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

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



*HEMANT PATEL*  
*MATERIALS QA TECHNICIAN*

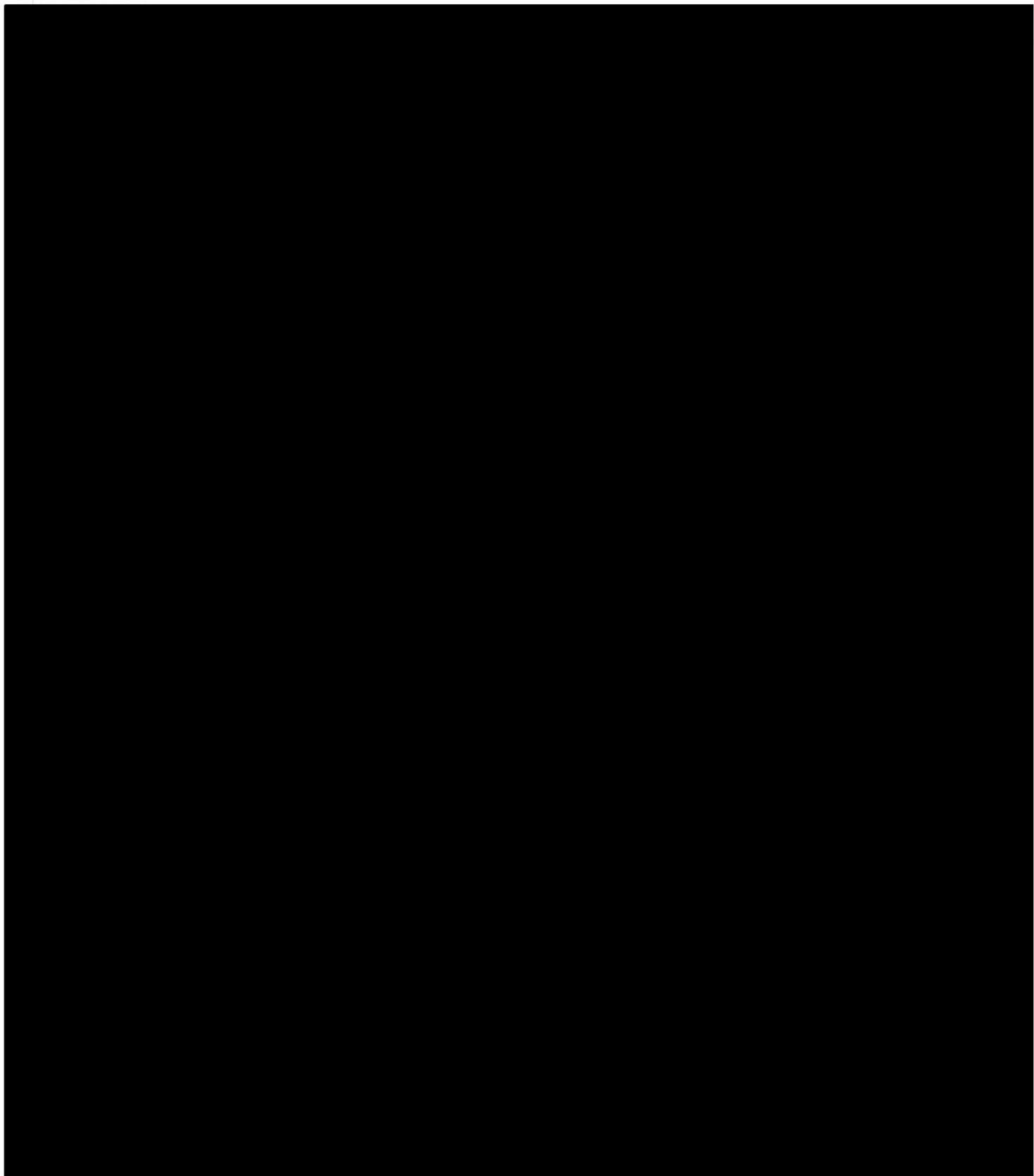
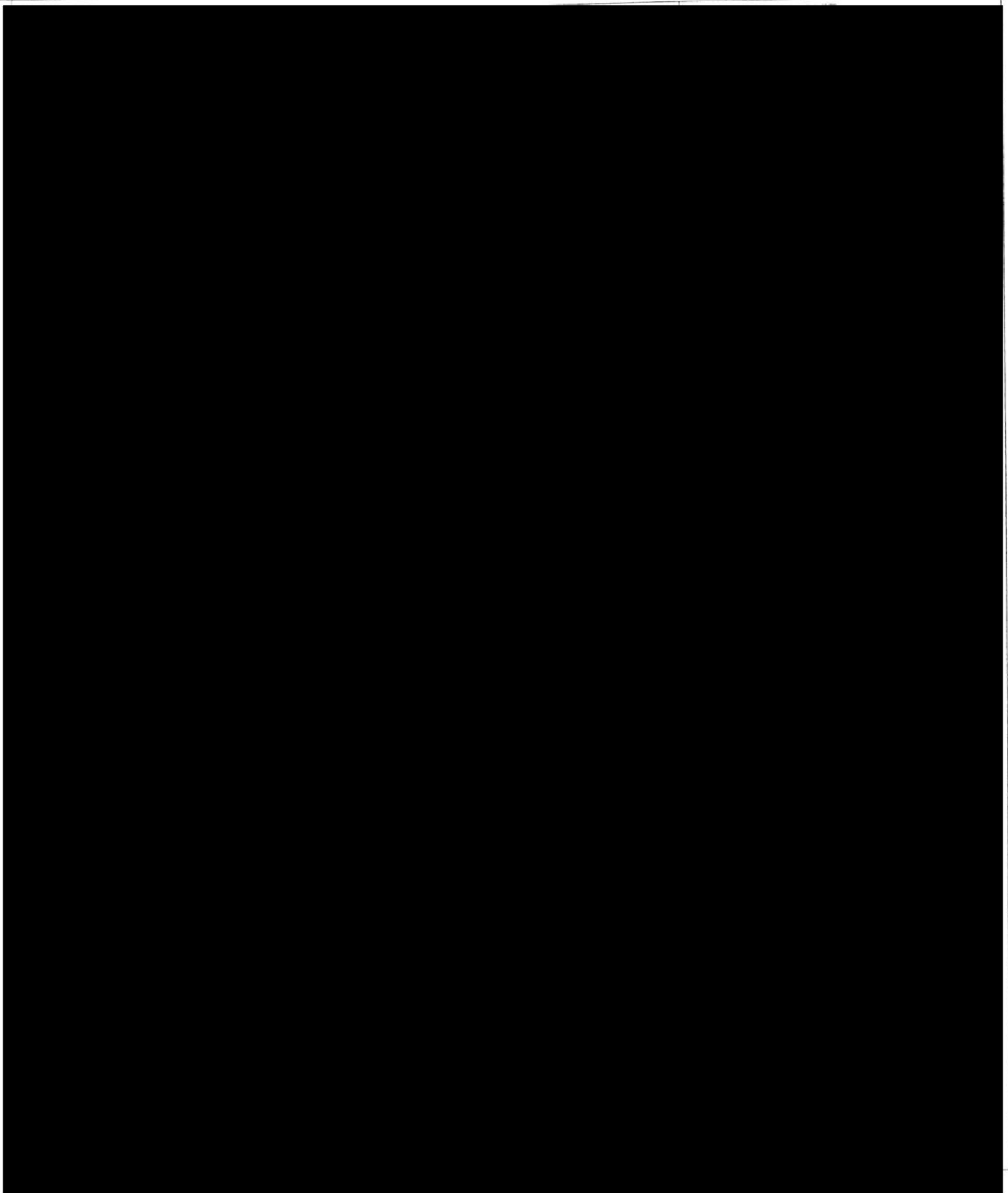


EXHIBIT "1"

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*RICHARD FERRO*  
*MATERIALS QA TECHNICIAN*



**EXHIBIT F**

**Material Services Testing, Inc.**

**Project Description:**

Phase III engineering services for proposed construction of various sections of the Elgin O'Hare Western Access project as assigned by the Tollway.

**Subconsultant Services:**

The Subconsultant will support the Consultant by performing QA material inspection and testing, preparing appropriate records and documentation, geotechnical investigations and any other duties as directed by the Consultant on a timely basis and in accordance with Tollway specifications. The Subconsultant services shall be in accordance with the articles contained in the Authority's CM Manual, latest edition, and all applicable Tollway Criteria, Manuals and Bulletins.

**EXHIBIT G**

**Contract No. I-18-4701**

**Material Services Testing, Inc.**

**CURRENT OBLIGATIONS FOR PROJECT**

| <b>Route &amp; Job No.</b> | <b>Work Scope &amp; Description of Project</b>  | <b>Fee (Including all Supplementals and Extra Work Orders)</b> | <b>Fee Remaining To Be Earned</b> | <b>Estimated Date of Completion</b> |
|----------------------------|---|--|-----------------------------------|-------------------------------------|
| RR-14-4200                 | Maintenance Facilities M-2, M-14  | \$54,000.00  | \$30,808.00                       | 12/31/2018                          |
| I-15-4659                  | Elgin O'Hare Western Access: Design and Const Mgmt                                    | \$63,384.00  | \$18,986.00                       | 12/31/2019                          |
| I-18-4701                  | Const Mgmt Services Upon Request  | \$2,826,000.00   | \$2,826,000.00                    | 11/30/2024                          |
| RR-18-4435                 | Jane Adams Memorial Tollway Pavement & Bridge Preservation                            | Contract Pending   |                                   |                                     |
| I-14-4252                  | Systemwide Maintenance Facilities   | \$200,000.00   | \$86,379.00                       | 5/31/2019                           |
| I-17-4299                  | Tri-State Tollway-Roadway Reconstruction EW Connector                                 | \$187,797.00   | \$13,229.00                       | 12/1/2022                           |
| I-17-4315                  | Tri-State Tollway- CM Upon Request  | \$241,203.24   | \$174,899.00                      | 12/1/2019                           |
| I-17-4681                  | EOWA at IL 19   | Contract Pending   |                                   |                                     |
| RR-17-9292                 | Job Order Contracting   | Contract Pending   |                                   |                                     |
| RR-16-4282                 | Russell Road to Lake Cook Road  | \$227,756.00   | \$49,386.00                       | 5/1/2019                            |
| RR-16-4253                 | Reagan Memorial Tollway: IL 251 to Annie Glidden Rd                                   | \$315,000.00   | \$7,062.00                        | 4/30/2019                           |
| RR-18-4354                 | Systemwide, Design and Construction Mgmt Services for Landscape Services upon request | \$80,000.00  | \$80,000.00                       | 5/31/2019                           |
| RR-18-9206                 | Materials Engineering Services, Systemwide  | \$2,583,750.00   | \$2,547,735.00                    | 12/31/2023                          |
| RR-18-4377                 | Systemwide Maintenance Facilities   | \$325,000.00   | \$320,853.00                      | 12/1/2019                           |
| RR-18-4698                 | I-490 Design and CM Services  | \$280,000.00   | \$275,852.50                      | 12/31/2021                          |
| I-18-4413                  | I-294 Temporary ITS Relocation  | \$138,420.00   | \$138,198.00                      | 6/30/2020                           |
| C-91-007-15                | US 41 at IL 132   | \$98,693.00  | \$14,114.00                       | 7/10/1905                           |
| C-91-013-14                | US 6: Will Cook to W of US Rt. 45   | \$753,958.63   | \$145,285.77                      | 11/30/2018                          |
| C-91-007-15                | US41at IL 132   | \$140,218.00   | \$55,638.00                       | 12/31/2019                          |
| C-91-473-16                | Various QA for AGG/HMA/PCC  | \$300,000.00   | \$31,648.00                       | 7/10/1905                           |
| C-94-053-16                | Materials PM for Various PCC/HMA\AGG  | \$2,250,000.00   | \$1,189,076.00                    | 7/10/1905                           |
| C-91-173-17                | US Route 20: Lake St at IL 59   | \$144,201.00   | \$22,314.00                       | 6/30/2019                           |
| C-92-038-16                | Various Construction Inspection   | Contract Pending   |                                   |                                     |
| C-91-120-17                | Various Construction Inspection   | Contract Pending   |                                   |                                     |
| C-91-230-17                | I-90 at I-290 Congress Parkway  | \$360,565.00   | \$164,591.00                      | 6/30/2019                           |

Contract No.: 1-18-4701

Consultant: Material Services Testing, Inc.

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</p> <table border="0"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>_____</td><td></td></tr> <tr><td>Services by Others</td><td>_____</td><td></td></tr> <tr><td>Additional Services **</td><td>_____</td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table>             | Direct Labor | _____ |  | Direct Costs | _____    |   | Services by Others | _____    |   | Additional Services ** | _____    |   | Total this Subconsultant (ULC) | \$ _____ | - | <p>7</p> <table border="0"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table>  | Direct Labor | _____ |  | Direct Costs | \$ _____ | - | Services by Others | \$ _____ | - | Additional Services ** | \$ _____ | - | Total this Subconsultant (ULC) | \$ _____ | - |
| Direct Labor   | _____        |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Costs   | _____        |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Services by Others   | _____        |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Additional Services **   | _____        |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Total this Subconsultant (ULC)   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Labor   | _____        |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Costs   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Services by Others   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Additional Services **   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Total this Subconsultant (ULC)   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
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| Direct Labor   | _____        |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Costs   | _____        |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Services by Others   | _____        |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Additional Services **   | _____        |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Total this Subconsultant (ULC)   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Labor   | _____        |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Costs   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Services by Others   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Additional Services **   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Total this Subconsultant (ULC)   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
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| Direct Labor   | _____        |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Costs   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Services by Others   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Additional Services **   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Total this Subconsultant (ULC)   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Labor   | _____        |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Costs   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Services by Others   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Additional Services **   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Total this Subconsultant (ULC)   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| <p>4</p> <table border="0"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table> | Direct Labor | _____ |  | Direct Costs | \$ _____ | - | Services by Others | \$ _____ | - | Additional Services ** | \$ _____ | - | Total this Subconsultant (ULC) | \$ _____ | - | <p>10</p> <table border="0"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table> | Direct Labor | _____ |  | Direct Costs | \$ _____ | - | Services by Others | \$ _____ | - | Additional Services ** | \$ _____ | - | Total this Subconsultant (ULC) | \$ _____ | - |
| Direct Labor   | _____        |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Costs   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Services by Others   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Additional Services **   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Total this Subconsultant (ULC)   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Labor   | _____        |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Costs   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Services by Others   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Additional Services **   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Total this Subconsultant (ULC)   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| <p>5</p> <table border="0"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table> | Direct Labor | _____ |  | Direct Costs | \$ _____ | - | Services by Others | \$ _____ | - | Additional Services ** | \$ _____ | - | Total this Subconsultant (ULC) | \$ _____ | - | <p>11</p> <table border="0"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table> | Direct Labor | _____ |  | Direct Costs | \$ _____ | - | Services by Others | \$ _____ | - | Additional Services ** | \$ _____ | - | Total this Subconsultant (ULC) | \$ _____ | - |
| Direct Labor   | _____        |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Costs   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Services by Others   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Additional Services **   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Total this Subconsultant (ULC)   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Labor   | _____        |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Costs   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Services by Others   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Additional Services **   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Total this Subconsultant (ULC)   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| <p>6</p> <table border="0"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table> | Direct Labor | _____ |  | Direct Costs | \$ _____ | - | Services by Others | \$ _____ | - | Additional Services ** | \$ _____ | - | Total this Subconsultant (ULC) | \$ _____ | - | <p>12</p> <table border="0"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table> | Direct Labor | _____ |  | Direct Costs | \$ _____ | - | Services by Others | \$ _____ | - | Additional Services ** | \$ _____ | - | Total this Subconsultant (ULC) | \$ _____ | - |
| Direct Labor   | _____        |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Costs   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Services by Others   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Additional Services **   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Total this Subconsultant (ULC)   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Labor   | _____        |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Costs   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Services by Others   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Additional Services **   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Total this Subconsultant (ULC)   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |

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

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

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

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

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

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

**EXHIBIT "1"**

**Page 347 of 443**

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

|   |                                |                                |   |
|---|--------------------------------|--------------------------------|---|
| 2 | <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> | - |

|   |                                |                                |   |
|---|--------------------------------|--------------------------------|---|
| 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> | - |

|   |                                |                                |   |
|---|--------------------------------|--------------------------------|---|
| 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> | - |

|   |                                |                                |   |
|---|--------------------------------|--------------------------------|---|
| 6 | <hr/>                          |                                |   |
|   | Direct Labor                   | <u>                    </u>    |   |
|   | Direct Costs                   | \$ <u>                    </u> | - |
|   | Services by Others             | \$ <u>                    </u> | - |
|   | Additional Services **         | \$ <u>                    </u> | - |
|   | 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> | - |

|   |                                |                                |   |
|---|--------------------------------|--------------------------------|---|
| 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> | - |

|   |                                |                                |   |
|---|--------------------------------|--------------------------------|---|
| 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> | - |

|    |                                |                                |   |
|----|--------------------------------|--------------------------------|---|
| 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> | - |

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

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

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

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

# Contract Information Sheet

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

Consultant Name: O'Brien & Associates, Inc.

Contract Number: I-18-4701

Proposal Date: 5/24/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-18-4701

Consultant: O'Brien & Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK   | MONTHS of YEAR 2019 |     |     |     |     |     |     |     |     |     |     |     | Grand Total Exhibit A Hours | TOTAL HOURS |     |
|--------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----------------------------|-------------|-----|
|        | Jan                 | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |                             |             |     |
| CCM    |                     |     |     |     |     |     |     | 100 | 100 | 100 | 100 | 100 | 100                         | 100         | 500 |
| TOTALS |                     |     |     |     |     |     |     | 100 | 100 | 100 | 100 | 100 | 100                         | 100         | 500 |

Contract Number: I-18-4701 Consultant: O'Brien & Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK   | MONTHS of YEAR 2020 |     |     |     |     |     |     |     |     |     |     |     | TOTAL HOURS |     |
|--------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|-----|
|        | Jan                 | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |             |     |
| CCM    | 60                  | 60  | 60  | 60  | 60  | 60  | 60  | 60  | 60  | 60  | 60  | 60  | 60          | 720 |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
| TOTALS | 60                  | 60  | 60  | 60  | 60  | 60  | 60  | 60  | 60  | 60  | 60  | 60  | 60          | 720 |

Contract Number: I-18-4701

Consultant: O'Brien & Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK   | MONTHS of YEAR 2021 |     |     |     |     |     |     |     |     |     |     |     | TOTAL<br>HOURS |     |
|--------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|----------------|-----|
|        | Jan                 | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |                |     |
| CCM    | 60                  | 60  | 60  | 60  | 60  | 60  | 60  | 60  | 60  | 60  | 60  | 60  | 60             | 720 |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |                |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |                |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |                |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |                |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |                |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |                |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |                |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |                |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |                |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |                |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |                |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |                |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |                |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |                |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |                |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |                |     |
| TOTALS | 60                  | 60  | 60  | 60  | 60  | 60  | 60  | 60  | 60  | 60  | 60  | 60  | 60             | 720 |

Contract Number: I-18-4701

Consultant: O'Brien & Associates, 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 |             |     |
| CCM    | 60                  | 60  | 60  | 60  | 60  | 60  | 60  | 60  | 60  | 60  | 60  | 60  | 60          | 720 |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
| TOTALS | 60                  | 60  | 60  | 60  | 60  | 60  | 60  | 60  | 60  | 60  | 60  | 60  | 60          | 720 |

Contract Number: I-18-4701

Consultant: O'Brien & Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK   | MONTHS of YEAR 2023 |     |     |     |     |     |     |     |     |     |     |     | TOTAL HOURS |     |
|--------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|-----|
|        | Jan                 | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |             |     |
| CCM    | 30                  | 60  | 60  | 60  | 60  | 60  | 60  | 60  | 60  | 60  | 60  | 60  | 30          | 660 |
| TOTALS | 30                  | 60  | 60  | 60  | 60  | 60  | 60  | 60  | 60  | 60  | 60  | 60  | 30          | 660 |

Contract Number: I-18-4701

Consultant: O'Brien & Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK   | MONTHS of YEAR 2024 |     |     |     |     |     |     |     |     |     |     |     | TOTAL HOURS |     |
|--------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|-----|
|        | Jan                 | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |             |     |
| CCM    |                     | 60  | 60  | 60  | 60  | 60  | 60  | 60  | 60  | 60  | 60  | 60  | 60          | 600 |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
| TOTALS |                     | 60  | 60  | 60  | 60  | 60  | 60  | 60  | 60  | 60  | 60  | 60  | 60          | 600 |

Contract Number: I-18-4701

Consultant: O'Brien & Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK   | MONTHS of YEAR 2025 |     |     |     |     |     |     |     |     |     |     |     | TOTAL HOURS |    |    |    |     |     |
|--------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|----|----|----|-----|-----|
|        | Jan                 | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |             |    |    |    |     |     |
| CCM    |                     |     | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40  |     |     | 40          |    |    |    | 320 |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |    |    |    |     |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |    |    |    |     |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |    |    |    |     |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |    |    |    |     |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |    |    |    |     |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |    |    |    |     |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |    |    |    |     |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |    |    |    |     |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |    |    |    |     |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |    |    |    |     |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |    |    |    |     |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |    |    |    |     |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |    |    |    |     |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |    |    |    |     |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |    |    |    |     |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |    |    |    |     |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |    |    |    |     |     |
| TOTALS |                     |     | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40          | 40 | 40 | 40 | 40  | 320 |

Contract No.: I-18-4701

Consultant: O'Brien & Associates, Inc.

### EXHIBIT B: FEE CALCULATIONS

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

|   |   |                        |                   |
|---|---|------------------------|-------------------|
| <u>4,240.00</u><br>(Total Work Hours<br>from Exhibit A) | <u>\$ 70.00</u><br>(Average Hourly<br>Rate) | TOTAL DIRECT SALARY \$ | <u>296,800.00</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>831,040.00</u> |
|--|----------------------|

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

(For Prime Consultant listed above.)

|                    |                     |
|--------------------|---------------------|
| TOTAL DIRECT COSTS | \$ <u>58,960.00</u> |
|--------------------|---------------------|

#### C. SERVICES BY OTHERS

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

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

|                          |             |
|--------------------------|-------------|
| TOTAL SERVICES BY OTHERS | \$ <u>-</u> |
|--------------------------|-------------|

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

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

#### ADDITIONAL SERVICES (Subconsultants)

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

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

|  |                      |
|--|----------------------|
| E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation) | <u>\$ 890,000.00</u> |
|--|----------------------|

Contract No.: I-18-4701 Consultant: O'Brien & Associates, Inc.

**EXHIBIT D**

**REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES**

- A. **VEHICLE REIMBURSEMENT** - rate based on link below  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
  
- B. **ALLOWABLE DIRECT COSTS** - based on link below  
[https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS\\_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5](https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5)
  
- C. **OVERTIME PREMIUM**
  
- D. **ITEMIZED DIRECT COSTS** - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:

**DIRECT COST CATEGORY**

- RR Liability Ins - \$25,000 (Est)
- eRailsafe Training - \$250 (Est)
- 
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- 
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- 
- 

**TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized)** \$ 58,960.00

## ALLOWABLE DIRECT COSTS

**09.12.2018**

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

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

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

## ALLOWABLE DIRECT COSTS

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

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

### NOTES:

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

Contract No.: I-18-4701

Consultant: O'Brien & Associates, 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: Dixon O'Brien, P.E.

Classification: Geotechnical Services (Subsurface Exploration)

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

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

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

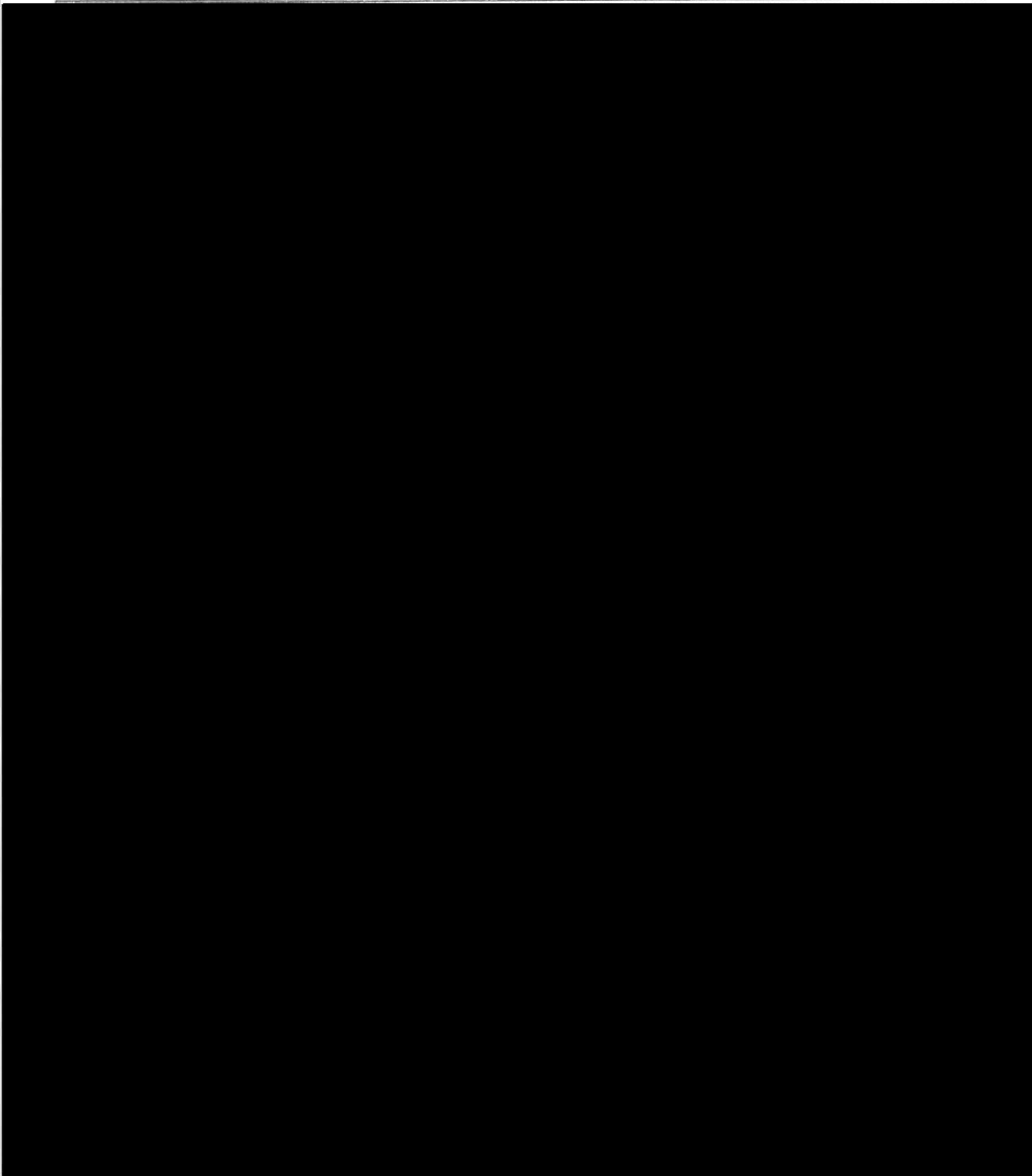
Classification: \_\_\_\_\_

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

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



DIXON O'BRIEN, P.E.  
PRINCIPAL GEOTECHNICAL ENGINEER



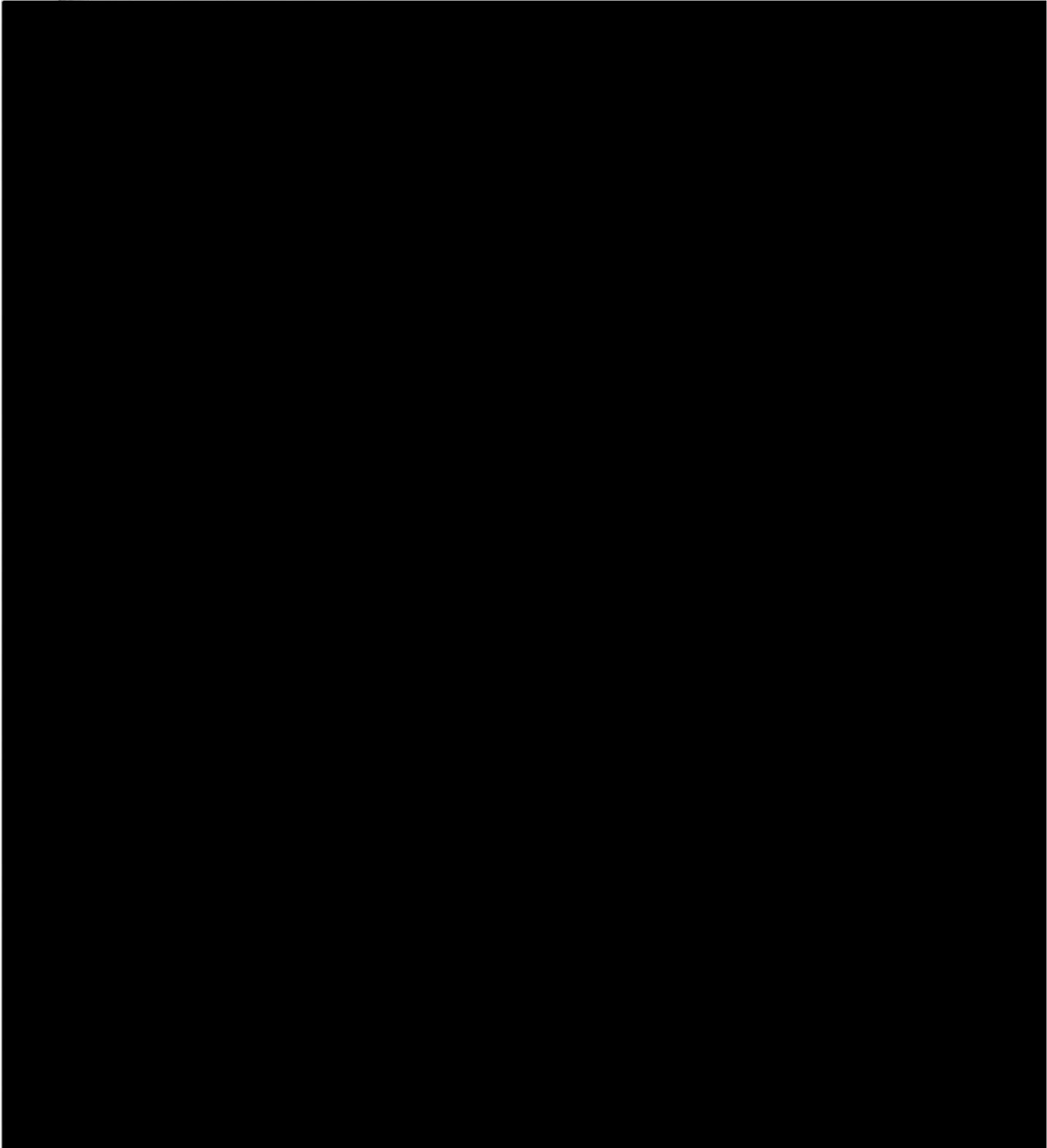


EXHIBIT F

O'Brien & Associates, Inc.

**Project Description:**

Phase III engineering services for proposed construction of various sections of the Elgin O'Hare Western Access project as assigned by the Tollway.

**Subconsultant Services:**

The Subconsultant will support the Consultant by performing QA material inspection and testing, preparing appropriate records and documentation, geotechnical investigations and any other duties as directed by the Consultant on a timely basis and in accordance with Tollway specifications. The Subconsultant services shall be in accordance with the articles contained in the Authority's CM Manual, latest edition, and all applicable Tollway Criteria, Manuals and Bulletins.

EXHIBIT G

Contract No. I-18-4701

O'Brien & Associates, Inc.

CURRENT OBLIGATIONS FOR PROJECT

| Route & Job No.             | Work Scope & Description of Project  | Fee (Including all Supplementals and Extra Work Orders) | Fee Remaining To Be Earned | Estimated Date of Completion |
|-----------------------------|--|---|----------------------------|------------------------------|
| I-294<br>ISTHA<br>I-18-4356 | Construction Inspector<br>Roadway and Bridge Rehab & Widening<br>Wolf Rd (M.P. 36.2) to Balmoral Ave<br>(M.P. 40.0)                | \$120,000.00  | \$109,770.00               | 10/1/2020                    |
| I-294<br>I-17-4303          | Geotechnical Investigation<br>Tri-State Tollway (I-294) Reconstruction btwn<br>O'Hare Oasis (MP 37.8) to Balmoral Ave (MP<br>40.0) | \$530,759.00  | \$0.00                     | 2/28/2019                    |
| EOWA<br>I-14-4639           | Geotechnical Investigation<br>Elgin O'Hare Western Access, Pratt Blvd<br>to Touhy Ave  | \$397,000.00  | \$110,222.00               | 12/31/2019                   |
| I-294<br>I-17-4678          | Engineering and Lab Testing<br>ComEd Tower Relocation along I-294 (S.<br>of Rt 64 and Rt 20, Elmhurst, IL                          | \$34,865.00   | \$6,189.00                 | 6/30/2019                    |
| CDOT<br>B-6-141             | Geotechnical Investigation (Supplemental)<br>Wells-Wentworth Connector, Chicago  | \$35,970.00   | \$35,970.00                | 7/31/2019                    |

**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</p> <table border="0"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>_____</td><td></td></tr> <tr><td>Services by Others</td><td>_____</td><td></td></tr> <tr><td>Additional Services **</td><td>_____</td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table>             | Direct Labor | _____ |  | Direct Costs | _____    |   | Services by Others | _____    |   | Additional Services ** | _____    |   | Total this Subconsultant (ULC) | \$ _____ | - | <p>7</p> <table border="0"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table>  | Direct Labor | _____ |  | Direct Costs | \$ _____ | - | Services by Others | \$ _____ | - | Additional Services ** | \$ _____ | - | Total this Subconsultant (ULC) | \$ _____ | - |
| Direct Labor   | _____        |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Costs   | _____        |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Services by Others   | _____        |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Additional Services **   | _____        |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Total this Subconsultant (ULC)   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Labor   | _____        |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Costs   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Services by Others   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Additional Services **   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Total this Subconsultant (ULC)   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| <p>2</p> <table border="0"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>_____</td><td></td></tr> <tr><td>Services by Others</td><td>_____</td><td></td></tr> <tr><td>Additional Services **</td><td>_____</td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table>             | Direct Labor | _____ |  | Direct Costs | _____    |   | Services by Others | _____    |   | Additional Services ** | _____    |   | Total this Subconsultant (ULC) | \$ _____ | - | <p>8</p> <table border="0"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table>  | Direct Labor | _____ |  | Direct Costs | \$ _____ | - | Services by Others | \$ _____ | - | Additional Services ** | \$ _____ | - | Total this Subconsultant (ULC) | \$ _____ | - |
| Direct Labor   | _____        |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Costs   | _____        |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Services by Others   | _____        |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Additional Services **   | _____        |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Total this Subconsultant (ULC)   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Labor   | _____        |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Costs   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Services by Others   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Additional Services **   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Total this Subconsultant (ULC)   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| <p>3</p> <table border="0"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table> | Direct Labor | _____ |  | Direct Costs | \$ _____ | - | Services by Others | \$ _____ | - | Additional Services ** | \$ _____ | - | Total this Subconsultant (ULC) | \$ _____ | - | <p>9</p> <table border="0"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table>  | Direct Labor | _____ |  | Direct Costs | \$ _____ | - | Services by Others | \$ _____ | - | Additional Services ** | \$ _____ | - | Total this Subconsultant (ULC) | \$ _____ | - |
| Direct Labor   | _____        |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Costs   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Services by Others   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Additional Services **   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Total this Subconsultant (ULC)   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Labor   | _____        |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Costs   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Services by Others   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Additional Services **   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Total this Subconsultant (ULC)   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
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| Direct Labor   | _____        |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Costs   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Services by Others   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Additional Services **   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Total this Subconsultant (ULC)   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Labor   | _____        |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Costs   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Services by Others   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Additional Services **   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Total this Subconsultant (ULC)   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
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| Direct Labor   | _____        |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Costs   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Services by Others   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Additional Services **   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Total this Subconsultant (ULC)   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Labor   | _____        |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Costs   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Services by Others   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Additional Services **   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Total this Subconsultant (ULC)   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| <p>6</p> <table border="0"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table> | Direct Labor | _____ |  | Direct Costs | \$ _____ | - | Services by Others | \$ _____ | - | Additional Services ** | \$ _____ | - | Total this Subconsultant (ULC) | \$ _____ | - | <p>12</p> <table border="0"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table> | Direct Labor | _____ |  | Direct Costs | \$ _____ | - | Services by Others | \$ _____ | - | Additional Services ** | \$ _____ | - | Total this Subconsultant (ULC) | \$ _____ | - |
| Direct Labor   | _____        |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Costs   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Services by Others   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Additional Services **   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Total this Subconsultant (ULC)   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Labor   | _____        |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Direct Costs   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Services by Others   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Additional Services **   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |
| Total this Subconsultant (ULC)   | \$ _____     | -     |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |   |              |       |  |              |          |   |                    |          |   |                        |          |   |                                |          |   |

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

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

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

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

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

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

**EXHIBIT "1"**

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

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

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

|                                |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |    |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |
|--------------------------------|---|--------------|--|--|--------------|--|------|--------------------|--|------|------------------------|--|------|--------------------------------|----|---|----|---|--------------|--|--|--------------|--|------|--------------------|--|------|------------------------|--|------|--------------------------------|----|---|
| 1                              | <table border="0" style="width: 100%;"> <tr><td style="width: 60%;">Direct Labor</td><td style="width: 20%;"></td><td style="width: 20%;"></td></tr> <tr><td>Direct Costs</td><td></td><td></td></tr> <tr><td>Services by Others</td><td></td><td></td></tr> <tr><td>Additional Services **</td><td></td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td style="text-align: right;">\$</td><td style="text-align: right;">-</td></tr> </table>  | Direct Labor |  |  | Direct Costs |  |      | Services by Others |  |      | Additional Services ** |  |      | Total this Subconsultant (ULC) | \$ | - | 6  | <table border="0" style="width: 100%;"> <tr><td style="width: 60%;">Direct Labor</td><td style="width: 20%;"></td><td style="width: 20%;"></td></tr> <tr><td>Direct Costs</td><td></td><td style="text-align: right;">\$ -</td></tr> <tr><td>Services by Others</td><td></td><td style="text-align: right;">\$ -</td></tr> <tr><td>Additional Services **</td><td></td><td style="text-align: right;">\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td style="text-align: right;">\$</td><td style="text-align: right;">-</td></tr> </table> | Direct Labor |  |  | Direct Costs |  | \$ - | Services by Others |  | \$ - | Additional Services ** |  | \$ - | Total this Subconsultant (ULC) | \$ | - |
| Direct Labor                   |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |    |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |
| Direct Costs                   |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |    |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |
| Services by Others             |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |    |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |
| Additional Services **         |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |    |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |
| Total this Subconsultant (ULC) | \$  | -            |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |    |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |
| Direct Labor                   |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |    |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |
| Direct Costs                   |   | \$ -         |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |    |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |
| Services by Others             |   | \$ -         |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |    |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |
| Additional Services **         |   | \$ -         |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |    |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |
| Total this Subconsultant (ULC) | \$  | -            |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |    |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |
| 2                              | <table border="0" style="width: 100%;"> <tr><td style="width: 60%;">Direct Labor</td><td style="width: 20%;"></td><td style="width: 20%;"></td></tr> <tr><td>Direct Costs</td><td></td><td></td></tr> <tr><td>Services by Others</td><td></td><td></td></tr> <tr><td>Additional Services **</td><td></td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td style="text-align: right;">\$</td><td style="text-align: right;">-</td></tr> </table>  | Direct Labor |  |  | Direct Costs |  |      | Services by Others |  |      | Additional Services ** |  |      | Total this Subconsultant (ULC) | \$ | - | 7  | <table border="0" style="width: 100%;"> <tr><td style="width: 60%;">Direct Labor</td><td style="width: 20%;"></td><td style="width: 20%;"></td></tr> <tr><td>Direct Costs</td><td></td><td style="text-align: right;">\$ -</td></tr> <tr><td>Services by Others</td><td></td><td style="text-align: right;">\$ -</td></tr> <tr><td>Additional Services **</td><td></td><td style="text-align: right;">\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td style="text-align: right;">\$</td><td style="text-align: right;">-</td></tr> </table> | Direct Labor |  |  | Direct Costs |  | \$ - | Services by Others |  | \$ - | Additional Services ** |  | \$ - | Total this Subconsultant (ULC) | \$ | - |
| Direct Labor                   |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |    |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |
| Direct Costs                   |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |    |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |
| Services by Others             |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |    |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |
| Additional Services **         |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |    |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |
| Total this Subconsultant (ULC) | \$  | -            |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |    |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |
| Direct Labor                   |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |    |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |
| Direct Costs                   |   | \$ -         |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |    |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |
| Services by Others             |   | \$ -         |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |    |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |
| Additional Services **         |   | \$ -         |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |    |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |
| Total this Subconsultant (ULC) | \$  | -            |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |    |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |
| 3                              | <table border="0" style="width: 100%;"> <tr><td style="width: 60%;">Direct Labor</td><td style="width: 20%;"></td><td style="width: 20%;"></td></tr> <tr><td>Direct Costs</td><td></td><td style="text-align: right;">\$ -</td></tr> <tr><td>Services by Others</td><td></td><td style="text-align: right;">\$ -</td></tr> <tr><td>Additional Services **</td><td></td><td style="text-align: right;">\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td style="text-align: right;">\$</td><td style="text-align: right;">-</td></tr> </table> | Direct Labor |  |  | Direct Costs |  | \$ - | Services by Others |  | \$ - | Additional Services ** |  | \$ - | Total this Subconsultant (ULC) | \$ | - | 8  | <table border="0" style="width: 100%;"> <tr><td style="width: 60%;">Direct Labor</td><td style="width: 20%;"></td><td style="width: 20%;"></td></tr> <tr><td>Direct Costs</td><td></td><td style="text-align: right;">\$ -</td></tr> <tr><td>Services by Others</td><td></td><td style="text-align: right;">\$ -</td></tr> <tr><td>Additional Services **</td><td></td><td style="text-align: right;">\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td style="text-align: right;">\$</td><td style="text-align: right;">-</td></tr> </table> | Direct Labor |  |  | Direct Costs |  | \$ - | Services by Others |  | \$ - | Additional Services ** |  | \$ - | Total this Subconsultant (ULC) | \$ | - |
| Direct Labor                   |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |    |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |
| Direct Costs                   |   | \$ -         |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |    |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |
| Services by Others             |   | \$ -         |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |    |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |
| Additional Services **         |   | \$ -         |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |    |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |
| Total this Subconsultant (ULC) | \$  | -            |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |    |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |
| Direct Labor                   |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |    |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |
| Direct Costs                   |   | \$ -         |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |    |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |
| Services by Others             |   | \$ -         |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |    |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |
| Additional Services **         |   | \$ -         |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |    |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |
| Total this Subconsultant (ULC) | \$  | -            |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |    |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |
| 4                              | <table border="0" style="width: 100%;"> <tr><td style="width: 60%;">Direct Labor</td><td style="width: 20%;"></td><td style="width: 20%;"></td></tr> <tr><td>Direct Costs</td><td></td><td style="text-align: right;">\$ -</td></tr> <tr><td>Services by Others</td><td></td><td style="text-align: right;">\$ -</td></tr> <tr><td>Additional Services **</td><td></td><td style="text-align: right;">\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td style="text-align: right;">\$</td><td style="text-align: right;">-</td></tr> </table> | Direct Labor |  |  | Direct Costs |  | \$ - | Services by Others |  | \$ - | Additional Services ** |  | \$ - | Total this Subconsultant (ULC) | \$ | - | 9  | <table border="0" style="width: 100%;"> <tr><td style="width: 60%;">Direct Labor</td><td style="width: 20%;"></td><td style="width: 20%;"></td></tr> <tr><td>Direct Costs</td><td></td><td style="text-align: right;">\$ -</td></tr> <tr><td>Services by Others</td><td></td><td style="text-align: right;">\$ -</td></tr> <tr><td>Additional Services **</td><td></td><td style="text-align: right;">\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td style="text-align: right;">\$</td><td style="text-align: right;">-</td></tr> </table> | Direct Labor |  |  | Direct Costs |  | \$ - | Services by Others |  | \$ - | Additional Services ** |  | \$ - | Total this Subconsultant (ULC) | \$ | - |
| Direct Labor                   |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |    |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |
| Direct Costs                   |   | \$ -         |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |    |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |
| Services by Others             |   | \$ -         |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |    |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |
| Additional Services **         |   | \$ -         |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |    |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |
| Total this Subconsultant (ULC) | \$  | -            |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |    |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |
| Direct Labor                   |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |    |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |
| Direct Costs                   |   | \$ -         |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |    |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |
| Services by Others             |   | \$ -         |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |    |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |
| Additional Services **         |   | \$ -         |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |    |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |
| Total this Subconsultant (ULC) | \$  | -            |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |    |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |
| 5                              | <table border="0" style="width: 100%;"> <tr><td style="width: 60%;">Direct Labor</td><td style="width: 20%;"></td><td style="width: 20%;"></td></tr> <tr><td>Direct Costs</td><td></td><td style="text-align: right;">\$ -</td></tr> <tr><td>Services by Others</td><td></td><td style="text-align: right;">\$ -</td></tr> <tr><td>Additional Services **</td><td></td><td style="text-align: right;">\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td style="text-align: right;">\$</td><td style="text-align: right;">-</td></tr> </table> | Direct Labor |  |  | Direct Costs |  | \$ - | Services by Others |  | \$ - | Additional Services ** |  | \$ - | Total this Subconsultant (ULC) | \$ | - | 10 | <table border="0" style="width: 100%;"> <tr><td style="width: 60%;">Direct Labor</td><td style="width: 20%;"></td><td style="width: 20%;"></td></tr> <tr><td>Direct Costs</td><td></td><td style="text-align: right;">\$ -</td></tr> <tr><td>Services by Others</td><td></td><td style="text-align: right;">\$ -</td></tr> <tr><td>Additional Services **</td><td></td><td style="text-align: right;">\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td style="text-align: right;">\$</td><td style="text-align: right;">-</td></tr> </table> | Direct Labor |  |  | Direct Costs |  | \$ - | Services by Others |  | \$ - | Additional Services ** |  | \$ - | Total this Subconsultant (ULC) | \$ | - |
| Direct Labor                   |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |    |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |
| Direct Costs                   |   | \$ -         |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |    |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |
| Services by Others             |   | \$ -         |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |    |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |
| Additional Services **         |   | \$ -         |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |    |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |
| Total this Subconsultant (ULC) | \$  | -            |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |    |   |              |  |  |              |  |      |                    |  |      |                        |  |      |                                |    |   |
| 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.

*Program Management & Control  
Services, LLC*

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

Contract Number: I-18-4701

Proposal Date: 5/24/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-18-4701

Consultant: Program Management & Control Services, 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 |             | Grand Total Exhibit A Hours |
| CCM                      | 80                  | 80  | 80  | 80  | 80  | 80  | 80  | 80  | 80  | 80  | 80  | 80  | 80          | 960                         |
| Construction Engineering |                     |     |     | 160 | 200 | 160 | 200 | 160 | 160 | 210 | 160 |     |             | 1410                        |
|                          |                     |     |     |     |     |     |     |     |     |     |     |     |             |                             |
|                          |                     |     |     |     |     |     |     |     |     |     |     |     |             |                             |
|                          |                     |     |     |     |     |     |     |     |     |     |     |     |             |                             |
|                          |                     |     |     |     |     |     |     |     |     |     |     |     |             |                             |
|                          |                     |     |     |     |     |     |     |     |     |     |     |     |             |                             |
|                          |                     |     |     |     |     |     |     |     |     |     |     |     |             |                             |
|                          |                     |     |     |     |     |     |     |     |     |     |     |     |             |                             |
|                          |                     |     |     |     |     |     |     |     |     |     |     |     |             |                             |
|                          |                     |     |     |     |     |     |     |     |     |     |     |     |             |                             |
|                          |                     |     |     |     |     |     |     |     |     |     |     |     |             |                             |
|                          |                     |     |     |     |     |     |     |     |     |     |     |     |             |                             |
|                          |                     |     |     |     |     |     |     |     |     |     |     |     |             |                             |
|                          |                     |     |     |     |     |     |     |     |     |     |     |     |             |                             |
|                          |                     |     |     |     |     |     |     |     |     |     |     |     |             |                             |
|                          |                     |     |     |     |     |     |     |     |     |     |     |     |             |                             |
|                          |                     |     |     |     |     |     |     |     |     |     |     |     |             |                             |
| <b>TOTALS</b>            | 80                  | 80  | 80  | 240 | 280 | 240 | 280 | 240 | 240 | 290 | 240 | 80  | 2370        |                             |

Contract Number: I-18-4701 Consultant: Program Management & Control Services, LLC

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 |             |      |
| CCM                      | 80                  | 80  | 80  | 80  | 80  | 80  | 80  | 80  | 80  | 80  | 80  | 80  | 80          | 960  |
| Construction Engineering |                     |     |     | 160 | 200 | 160 | 200 | 160 | 160 | 210 | 160 | 160 | 160         | 1410 |
| TOTALS                   | 80                  | 80  | 80  | 240 | 280 | 240 | 280 | 240 | 240 | 290 | 240 | 240 | 80          | 2370 |

Contract Number: I-18-4701

Consultant: Program Management & Control Services, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK   | MONTHS of YEAR 2023 |     |     |     |     |     |     |     |     |     |     |     | TOTAL HOURS |     |
|--------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|-----|
|        | Jan                 | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |             |     |
| CCM    | 80                  | 80  | 80  | 80  | 80  | 80  | 80  | 80  | 80  | 80  | 80  | 80  | 80          | 960 |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
| TOTALS | 80                  | 80  | 80  | 80  | 80  | 80  | 80  | 80  | 80  | 80  | 80  | 80  | 80          | 960 |

Contract Number: I-18-4701

Consultant: Program Management & Control Services, LLC

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

| TASK          | MONTHS of YEAR 2024 |     |     |     |     |     |     |     |     |     |     |     | TOTAL HOURS |     |
|---------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|-----|
|               | Jan                 | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |             |     |
| CCM           | 80                  | 80  | 80  | 80  | 80  | 80  | 80  | 80  | 80  | 80  | 80  | 80  | 80          | 960 |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
| <b>TOTALS</b> | 80                  | 80  | 80  | 80  | 80  | 80  | 80  | 80  | 80  | 80  | 80  | 80  | 80          | 960 |

Contract Number: I-18-4701

Consultant: Program Management & Control Services, LLC

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

| TASK          | MONTHS of YEAR 2025 |     |     |     |     |     |     |     |     |     |     |     | TOTAL HOURS |     |
|---------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|-----|
|               | Jan                 | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |             |     |
| CCM           | 80                  | 80  | 80  | 80  | 80  | 80  | 80  | 80  | 80  | 80  | 80  | 80  | 80          | 960 |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
| <b>TOTALS</b> | 80                  | 80  | 80  | 80  | 80  | 80  | 80  | 80  | 80  | 80  | 80  | 80  | 80          | 960 |



Contract Number: 1-18-4701

Consultant: Program Management & Control Services, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK   | MONTHS of YEAR 2027 |     |     |     |     |     |     |     |     |     |     |     | TOTAL HOURS |
|--------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|
|        | Jan                 | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |             |
| CCM    | 80                  | 80  | 80  | 80  | 80  | 80  | 80  | 80  | 50  | 50  | 50  | 40  | 830         |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |
|        |                     |     |     |     |     |     |     |     |     |     |     |     |             |
| TOTALS | 80                  | 80  | 80  | 80  | 80  | 80  | 80  | 80  | 80  | 50  | 50  | 40  | 830         |





## ALLOWABLE DIRECT COSTS

**09.12.2018**

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

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

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

## ALLOWABLE DIRECT COSTS

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

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

### NOTES:

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

Contract No.: I-18-4701

Consultant: \_\_\_\_\_

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

**Program Management & Control Services, LLC**

**Project Description:**

Phase III engineering services for proposed construction of various sections of the Elgin O'Hare Western Access project as assigned by the Tollway.

**Subconsultant Services:**

The Subconsultant will support the Consultant by performing program management control, on-site inspection, prepare records, maintain documentation and any other duties as directed by the Consultant on a timely basis and in accordance with Tollway specifications. The Subconsultant services shall be in accordance with the articles contained in the Authority's CM Manual, latest edition, and all applicable Tollway Criteria, Manuals and Bulletins.

EXHIBIT G

Contract No. I-18-4701

Program Management & Control Services, LLC

CURRENT OBLIGATIONS FOR PROJECT

| Route & Job No. | Work Scope & Description of Project | Fee (Including all Supplementals and Extra Work Orders) | Fee Remaining To Be Earned | Estimated Date of Completion |
|-----------------|-------------------------------------|---|----------------------------|------------------------------|
| RR-16-4265      | Project Controls                    | \$3,804,300.00  | \$2,067,098.00             | 12/31/21                     |
| 12F111013365    | Scheduling                          | \$101,213.08  | \$18,339.49                | 12/31/19                     |
| DOT PTB 181-    | Scheduling                          | \$59,266.05   | \$50,977.25                | 12/31/19                     |
| I-17-4326       | Scheduling                          | \$785,000.00  | \$767,364.86               | 12/31/26                     |
| I-17-4093       | Project Controls                    | \$3,804,000.00  | \$3,450,347.40             | 12/31/26                     |
| RR-15-9975RF    | Project Controls                    | \$2,349,312.60  | \$1,350,512.40             | 12/31/21                     |
| I-16-4274       | Scheduling                          | \$23,705.00   | \$18,378.00                | 12/31/19                     |
| I-18-4411       | Inspection                          | \$962,801.00  | \$962,801.00               | 12/31/23                     |

Contract No.: 1-18-4701

Consultant: Program Management & Control Services, 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**

|   |                                |          |  |
|---|--------------------------------|----------|--|
| 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): \_\_\_\_\_

\_\_\_\_\_ of Total Fee (does not include Additional Services): \_\_\_\_\_

Project No. I-18-4701

Consultant: Program Management & Control Services, LLC

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

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

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

|   |                                |          |   |
|---|--------------------------------|----------|---|
| 1 | _____                          |          |   |
|   | Direct Labor                   | _____    |   |
|   | Direct Costs                   | _____    |   |
|   | Services by Others             | _____    |   |
|   | Additional Services **         | _____    |   |
|   | Total this Subconsultant (ULC) | \$ _____ | - |
| 2 | _____                          |          |   |
|   | 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) | \$ _____ | - |
| 4 | _____                          |          |   |
|   | 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) | \$ _____ | - |

|    |                                |          |   |
|----|--------------------------------|----------|---|
| 6  | _____                          |          |   |
|    | 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) | \$ _____ | - |
| 8  | _____                          |          |   |
|    | 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) | \$ _____ | - |
| 10 | _____                          |          |   |
|    | Direct Labor                   | \$ _____ | - |
|    | Direct Costs                   | \$ _____ | - |
|    | Services by Others             | \$ _____ | - |
|    | Additional Services **         | \$ _____ | - |
|    | Total this Subconsultant (ULC) | \$ _____ | - |

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

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

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

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

# Contract Information Sheet

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

Consultant Name: R.M. Chin & Associates, Inc.

Contract Number: I-18-4701

Proposal Date: 5/24/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-18-4701

Consultant: R.M. Chin & Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK       | MONTHS of YEAR 2019 |     |     |     |     |     |     |     |     |     |     | Grand Total Exhibit A Hours | 23054       |      |
|------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----------------------------|-------------|------|
|            | Jan                 | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec                         | TOTAL HOURS |      |
| CCM        |                     |     |     |     |     |     |     | 40  | 40  | 40  | 40  | 40                          | 40          | 200  |
| Const Insp |                     |     |     |     |     |     |     | 180 | 180 | 220 | 160 | 160                         | 160         | 900  |
|            |                     |     |     |     |     |     |     |     |     |     |     |                             |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |                             |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |                             |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |                             |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |                             |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |                             |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |                             |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |                             |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |                             |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |                             |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |                             |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |                             |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |                             |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |                             |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |                             |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |                             |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |                             |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |                             |             |      |
| TOTALS     |                     |     |     |     |     |     |     | 220 | 220 | 260 | 200 | 200                         | 200         | 1100 |

Contract Number: I-18-4701

Consultant: R.M. Chin & Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK          | MONTHS of YEAR 2020 |     |     |     |     |     |     |     |     |     |     |     | TOTAL HOURS |     |
|---------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|-----|
|               | Jan                 | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |             |     |
| CCM           | 24                  | 24  | 24  | 24  | 24  | 24  | 24  | 24  | 24  | 24  | 24  | 24  | 24          | 288 |
| Const Insp    | 160                 | 160 | 320 | 340 | 440 | 360 | 440 | 360 | 360 | 440 | 320 | 160 | 3860        |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |             |     |
| <b>TOTALS</b> | 184                 | 184 | 344 | 364 | 464 | 384 | 464 | 384 | 384 | 464 | 344 | 184 | 4148        |     |

Contract Number: I-18-4701

Consultant: R.M. Chin & Associates, 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 |             |      |
| CCM        | 24                  | 24  | 24  | 24  | 24  | 24  | 24  | 24  | 24  | 24  | 24  | 24  | 24          | 288  |
| Const Insp | 160                 | 160 | 320 | 340 | 440 | 360 | 440 | 360 | 360 | 440 | 320 | 160 | 160         | 3860 |
| TOTALS     | 184                 | 184 | 344 | 364 | 464 | 384 | 464 | 384 | 384 | 464 | 344 | 184 | 184         | 4148 |

Contract Number: I-18-4701

Consultant: R.M. Chin & Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK          | MONTHS of YEAR 2022 |     |     |     |     |     |     |     |     |     |     |     | TOTAL<br>HOURS |      |
|---------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|----------------|------|
|               | Jan                 | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |                |      |
| CCM           | 24                  | 24  | 24  | 24  | 24  | 24  | 24  | 24  | 24  | 24  | 24  | 24  | 24             | 288  |
| Const Insp    | 160                 | 160 | 320 | 340 | 440 | 360 | 440 | 360 | 360 | 440 | 320 | 160 | 160            | 3860 |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                |      |
|               |                     |     |     |     |     |     |     |     |     |     |     |     |                |      |
| <b>TOTALS</b> | 184                 | 184 | 344 | 364 | 464 | 384 | 464 | 384 | 384 | 464 | 344 | 184 | 184            | 4148 |

Contract Number: I-18-4701 Consultant: R.M. Chin & Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK       | MONTHS of YEAR 2023 |     |     |     |     |     |     |     |     |     |     |     | TOTAL HOURS |      |
|------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|------|
|            | Jan                 | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |             |      |
| CCM        | 24                  | 24  | 24  | 24  | 24  | 24  | 24  | 24  | 24  | 24  | 24  | 24  | 24          | 288  |
| Const Insp | 160                 | 160 | 320 | 340 | 440 | 360 | 440 | 360 | 360 | 440 | 320 | 160 | 160         | 3860 |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
| TOTALS     | 184                 | 184 | 344 | 364 | 464 | 384 | 464 | 384 | 384 | 464 | 344 | 184 | 184         | 4148 |



Contract Number: I-18-4701

Consultant: R.M. Chin & Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK       | MONTHS of YEAR 2025 |     |     |     |     |     |     |     |     |     |     |     | TOTAL HOURS |      |
|------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|------|
|            | Jan                 | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |             |      |
| CCM        |                     |     | 20  | 20  | 20  | 20  | 20  | 20  | 20  | 20  |     |     |             | 160  |
| Const Insp |                     | 160 | 160 | 160 | 200 | 160 | 200 | 160 | 160 | 200 | 160 |     |             | 1720 |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
|            |                     |     |     |     |     |     |     |     |     |     |     |     |             |      |
| TOTALS     |                     | 160 | 180 | 180 | 220 | 180 | 220 | 180 | 180 | 220 | 160 |     |             | 1880 |





## ALLOWABLE DIRECT COSTS

**09.12.2018**

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

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

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

## ALLOWABLE DIRECT COSTS

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

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

### NOTES:

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

Contract No.: I-18-4701

Consultant: R.M. Chin & Associates, 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

RM Chin & Associates, Inc.

**Project Description:**

Phase III engineering services for proposed construction of various sections of the Elgin O'Hare Western Access project as assigned by the Tollway.

**Subconsultant Services:**

The Subconsultant will support the Consultant by performing on-site inspection, prepare records, maintain documentation and any other duties as directed by the Consultant on a timely basis and in accordance with Tollway specifications. The Subconsultant services shall be in accordance with the articles contained in the Authority's CM Manual, latest edition, and all applicable Tollway Criteria, Manuals and Bulletins.

EXHIBIT G

Contract No. I-18-4701

R.M. Chin & Associates, Inc.

CURRENT OBLIGATIONS FOR PROJECT

| <u>Route &amp; Job No.</u> | <u>Work Scope &amp; 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-17-4093                  | Program Management & Technical Administrative Services for the Move Illinois Program (subconsultant to HNTB)   | \$14,265,000.00  | \$12,783,000.00                   | 12/31/2027                          |
| RR-18-4355                 | Intelligent Transportation Systems (ITS) Services Upon Request. On Call-As Needed Phase II and Construction Management Services (subconsultant to TransSmart Technologies, Inc./EJM) | \$175,000.00   | \$132,500.00                      | 6/30/2021                           |
| I-17-4093                  | Systemwide Construction Management Upon-Request - Non-Roadway, Phase III Engineering Services  | \$2,500,000.00   | \$1,750,850.00                    | 12/31/2021                          |

Contract No.: I-18-4701

Consultant: R.M. Chin & Associates, Inc.

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

Table with 5 columns: Subconsultant ID (1-6), Direct Labor, Direct Costs, Services by Others, Additional Services \*\*, Total this Subconsultant (ULC). Rows 1-6 show various entries with dollar signs and dashes.

Table with 5 columns: Subconsultant ID (7-12), Direct Labor, Direct Costs, Services by Others, Additional Services \*\*, Total this Subconsultant (ULC). Rows 7-12 show various entries with dollar signs and dashes.

\*\* 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):

Project No. 1-18-4701

Consultant: R.M. Chin & Associates, Inc.

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

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

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

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

|   |                                |       |          |
|---|--------------------------------|-------|----------|
| 2 | _____                          |       |          |
|   | 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) |          | \$ _____ |

|   |                                |          |          |
|---|--------------------------------|----------|----------|
| 4 | _____                          |          |          |
|   | 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) |          | \$ _____ |

|   |                                |          |          |
|---|--------------------------------|----------|----------|
| 6 | _____                          |          |          |
|   | 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) |          | \$ _____ |

|   |                                |          |          |
|---|--------------------------------|----------|----------|
| 8 | _____                          |          |          |
|   | 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) |          | \$ _____ |

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

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

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

# Contract Information Sheet

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

Consultant Name: Scale Construction Inc.

Contract Number: I-18-4701

Proposal Date: 5/24/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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













## ALLOWABLE DIRECT COSTS

**09.12.2018**

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

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

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

## ALLOWABLE DIRECT COSTS

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

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

### NOTES:

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

Contract No.: I-18-4701

Consultant: Scale Construction 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

Scale Construction, Inc.

**Project Description:**

Phase III engineering services for proposed construction of various sections of the Elgin O'Hare Western Access project as assigned by the Tollway.

**Subconsultant Services:**

The Subconsultant will support the Consultant by performing on-site inspection, prepare records, maintain documentation and any other duties as directed by the Consultant on a timely basis and in accordance with Tollway specifications. The Subconsultant services shall be in accordance with the articles contained in the Authority's CM Manual, latest edition, and all applicable Tollway Criteria, Manuals and Bulletins.

EXHIBIT G

Contract No. I-18-4701

Scale Construction Inc.

CURRENT OBLIGATIONS FOR PROJECT

| <u>Route &amp; Job No.</u> | <u>Work Scope &amp; 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> |
|----------------------------|--|--|-----------------------------------|-------------------------------------|
| NONE                       |  |  |                                   |                                     |

Contract No.: I-18-4701

Consultant: Scale Construction Inc.

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) | \$ _____ | - |
| 2 | _____                          |          |   |
|   | 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) | \$ _____ | - |
| 4 | _____                          |          |   |
|   | 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) | \$ _____ | - |
| 6 | _____                          |          |   |
|   | 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) | \$ _____ | - |
| 8  | _____                          |          |   |
|    | 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) | \$ _____ | - |
| 10 | _____                          |          |   |
|    | 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) | \$ _____ | - |
| 12 | _____                          |          |   |
|    | Direct Labor                   | _____    |   |
|    | Direct Costs                   | \$ _____ | - |
|    | Services by Others             | \$ _____ | - |
|    | Additional Services **         | \$ _____ | - |
|    | Total this Subconsultant (ULC) | \$ _____ | - |

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): \_\_\_\_\_

Percentage of Total Fee (does not include Additional Services): \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# Contract Information Sheet

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

Consultant Name: SCIGON Solutions, Inc.

Contract Number: I-18-4701

Proposal Date: 5/24/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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













## ALLOWABLE DIRECT COSTS

**09.12.2018**

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

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

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

## ALLOWABLE DIRECT COSTS

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

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

### NOTES:

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

Contract No.: I-18-4701

Consultant: SCIGON Solutions, 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**

**SCIGON Solutions Inc.**

**Project Description:**

Phase III engineering services for proposed construction of various sections of the Elgin O'Hare Western Access project as assigned by the Tollway.

**Subconsultant Services:**

The Subconsultant will support the Consultant by performing on-site inspection, prepare records, maintain documentation and any other duties as directed by the Consultant on a timely basis and in accordance with Tollway specifications. The Subconsultant services shall be in accordance with the articles contained in the Authority's CM Manual, latest edition, and all applicable Tollway Criteria, Manuals and Bulletins.

EXHIBIT G

Contract No. I-18-4701

SCIGON Solutions, Inc.

CURRENT OBLIGATIONS FOR PROJECT

| <u>Route &amp; Job No.</u> | <u>Work Scope &amp; 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> |
|----------------------------|--|--|-----------------------------------|-------------------------------------|
| RR-18-9015                 | e-Builder User Experience Testing              | \$59,987.43  | \$41,276.43                       | 6/28/2019                           |
| RR-16-4265                 | DCM Services (Tri-State Tollway)               | \$760,860.00   | \$391,968.51                      | 4/28/2023                           |
| I-17-4326                  | CCM & CM Services (Tri-State Tollway)          | \$1,962,500.00   | \$1,851,168.16                    | 12/27/2024                          |

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

Table with 12 numbered rows (1-12) and columns for Direct Labor, Direct Costs, Services by Others, Additional Services \*\*, and Total this Subconsultant (ULC). Each row contains a series of blank lines for data entry, with some rows showing zero values for Direct Costs, Services by Others, and Additional Services \*\*.

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

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

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

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

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

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

|   |                                |          |   |
|---|--------------------------------|----------|---|
| 2 | _____                          |          |   |
|   | 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) | \$ _____ | - |

|   |                                |          |   |
|---|--------------------------------|----------|---|
| 4 | _____                          |          |   |
|   | 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) | \$ _____ | - |

|   |                                |          |   |
|---|--------------------------------|----------|---|
| 6 | _____                          |          |   |
|   | 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) | \$ _____ | - |

|   |                                |          |   |
|---|--------------------------------|----------|---|
| 8 | _____                          |          |   |
|   | 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) | \$ _____ | - |

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

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

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

# Contract Information Sheet

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

Consultant Name: Synnov Group, Inc.

Contract Number: I-18-4701

Proposal Date: 5/24/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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













## ALLOWABLE DIRECT COSTS

**09.12.2018**

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

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

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

## ALLOWABLE DIRECT COSTS

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

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

### NOTES:

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

Contract No.: I-18-4701

Consultant: Synnov Group, 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**

**Synnov Group Inc.**

**Project Description:**

Phase III engineering services for proposed construction of various sections of the Elgin O'Hare Western Access project as assigned by the Tollway.

**Subconsultant Services:**

The Subconsultant will support the Consultant by performing on-site inspection, prepare records, maintain documentation and any other duties as directed by the Consultant on a timely basis and in accordance with Tollway specifications. The Subconsultant services shall be in accordance with the articles contained in the Authority's CM Manual, latest edition, and all applicable Tollway Criteria, Manuals and Bulletins.

EXHIBIT G

Contract No. I-18-4701

Synnov Group, Inc.

CURRENT OBLIGATIONS FOR PROJECT

| <u>Route &amp; Job<br/>No.</u> | <u>Work Scope &amp; Description of Project</u> | <u>Fee (Including all<br/>Supplementals and<br/>Extra Work Orders)</u> | <u>Fee Remaining<br/>To Be Earned</u> | <u>Estimated<br/>Date of<br/>Completion</u> |
|--------------------------------|--|--|---------------------------------------|---|
| RR-16-4254                     | Annie Glidden Rd. to IL 56                     | \$318,567.26   | \$64,006.40                           | 7/31/2019                                   |

Contract No.: I-18-4701

Consultant: Synnov Group, Inc.

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) | \$ _____ | - |

|   |                                |          |   |
|---|--------------------------------|----------|---|
| 2 | _____                          |          |   |
|   | 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) | \$ _____ | - |

|   |                                |          |   |
|---|--------------------------------|----------|---|
| 4 | _____                          |          |   |
|   | 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) | \$ _____ | - |

|   |                                |          |   |
|---|--------------------------------|----------|---|
| 6 | _____                          |          |   |
|   | 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) | \$ _____ | - |

|   |                                |          |   |
|---|--------------------------------|----------|---|
| 8 | _____                          |          |   |
|   | 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) | \$ _____ | - |

|    |                                |          |   |
|----|--------------------------------|----------|---|
| 10 | _____                          |          |   |
|    | 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) | \$ _____ | - |

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

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

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

TOTAL Additional Services DBE/MBE/WBE Subconsultants: \$ EXHIBIT "1"

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ Page 442 of 443

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

(Total Fee does not include Additional Services): \_\_\_\_\_

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

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

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

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

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

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

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

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