RESOLUTION NO. 21666

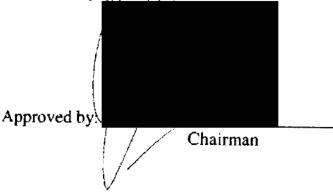
Background

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 20254 approved February 27, 2014, entered into an Agreement with exp US Services, Inc. on Contract I-13-4624 for Design Upon Request, on the Elgin O'Hare Western Access (I-490).

Per Tollway request, exp US Services, Inc. has submitted a proposal to provide Supplemental Design Upon Request for Contract I-13-4624, increasing the contract upper limit by \$500,000.00, from \$5,000,000.00 to \$5,500,000.00. It is necessary and in the best interest of the Tollway to accept the proposal from exp US Services, Inc.

Resolution

The Chief Engineering Officer is authorized to negotiate a Supplemental Agreement with exp US Services, Inc. consistent with the aforementioned proposal to increase the contract upper limit by \$500,000.00, subject to the approval of the Acting General Coursel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.





December 27, 2018

Mr. Timothy Neumann **Executive Vice President** exp U.S. Services, Inc. 205 N. Michigan Avenue Chicago, IL 60601

Re: Contract I-13-4624

Design Section Engineering Services

Design Upon Request - Elgin O'Hare Western Access

First Supplemental Agreement

Dear Mr. Neumann:

Enclosed is one fully executed Duplicate Original of the Agreement by and between exp U.S. Services, Inc., and The Illinois Tollway.

This Agreement is transmitted to your attention for your records.

Sincerely,

Clarita R. Low Paul D. Kovacs, P.E.

Chief Engineering Officer

PDK/cmhg

Enclosure

cc: PM - Laura Thompson

File: 02-4624-01-01

LT_Tollway_PDK_4624-expUSServicesAgreement_12272018

THIS PROPOSAL FOR SUPPLEMENTAL DESIGN SECTION ENGINEERING SERVICES FOR

CONTRACT <u>I-13-4624</u>

SUBMITTED BY:

FIRM NAME:	exp U.S. Services Inc.
ADDRESS:	205 N. Michigan Avenue
CITY, STATE & ZIP CODE:	Chicago, Illinois 60601
TELEPHONE:	(312) 616-0000
FACSIMILE:	(312) 616-6069
SIGNED BY:	
PRINTED NAME:	Timothy Neumann
TITLE:	Executive Vice President

Rev. 3/1/2017

Page 5 of 5

EXHIBIT "1"

PAGE _____OF ____

1-13-4624

Unified Certification Program - Search

Contractor Details

Browse F.A.Q. Sheet (/UCP/Search/Help)

Print

Delta Engineering

Group, LLC

Syed Shujaudin Kazi 111 W. Jackson Blvd.,

Ste. 910

Chicago, IL 60604

County: (

Cook

Email: contact@deg-america.com

Phone: (312) 377-7700 Fax: (312) 427-6145

Categories: Architecture\Engineering

NAICS

541330-Engineering

Services

541370-Surveying &

Mapping (except

Geophysical) Serv.

Speciality

541330- CONSTRUCTION

INSPECTION

FREEWAYS

ROADS AND STREETS

HIGHWAY STRUCTURE:

SIMPLE

HIGHWAY STRUCTURE:

TYPICAL

LIGHTING: COMPLEX LIGHTING: TYPICAL

ELECTRICAL ENGINEERING

MECHANICAL ENGINEERING TRAFFIC SIGNALS 541370- SURVEYING

© 2017 Illinois Department of Transportation

Version: 1.1.27.5458

1-13-4624

Unified Certification Program - Search

Contractor Details

Browse F.A.Q. Sheet (/UCP/Search/Help)

Print

Garza Karhoff Engineering, LLC

Brenda G. Karhoff



County: Cook

Email: brenda.karhoff@gke-llc.com

Phone: (773) 343-3848 Fax: (773) 235-2845

Categories: Architecture\Engineering

NAICS

Speciality

541330-Engineering

541330- HIGHWAY

Services

STRUCTURE: SIMPLE

© 2017 Illinois Department of Transportation

Version: 1.1.27.5458

1-13-4624

OFFICE OF THE ILLINOIS SECRETARY OF STATE JESSE WHITE SECRETARY OF STATE

CORPORATION FILE DETAIL REPORT

File Number	68206235		
Entity Name	EXP U.S. SERVICES INC.		
Status	ACTIVE	197 H	TANKASA PARAMATANAN TANKASA PARAMATAN
Entity Type	CORPORATION	Type of Corp	FOREIGN BCA
Qualification Date (Foreign)	02/07/2012	State	DELAWARE
Agent Name	C T CORPORATION SYSTEM	Agent Change Date	02/07/2012
Agent Street Address	208 SO LASALLE ST, SUITE 814	President Name & Address	VLADIMIR STRITESKY 205 N MICHIGAN AVE #3600 CHICAGO 60601
Agent City	CHICAGO	Secretary Name & Address	HAE-JIN (PRISCILLA)
Agent Zip	60604	Duration Date	PERPETUAL
Annual Report Filing Date	02/02/2018	For Year	2018

Return to the Search Screen

Purchase Certificate of Good Standing

(One Certificate per Transaction)

BACK TO CYBERDRIVEILLINOIS COM HOME PAGE

Page: 1 Document Name: untitled

I-13-4624 - exp U.S. Services, Inc.

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:46 10/15/18

ACTION: S

VENDOR NUMBER= *

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

OFFSET: 00 OF 00

DISCLAIMER:

AS OF 10/15/18 AT 07:50 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *** 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

Date: 10/15/2018 Time: 7:51:03 AM

Page: 1 Document Name: untitled

I-13-4624 - Delta Engineering Group, LLC

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:46 10/15/18

ACTION: S

VENDOR NUMBER = **** VENDOR NAME: *

OFFSET: 00 OF 00

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/15/18 AT 07:51 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ** 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

Date: 10/15/2018 Time: 7:51:38 AM

Page: 1 Document Name: untitled I-13-4624 - Garza Karhoff Engineering, LLC

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:46 10/15/18

ACTION: S

VENDOR NUMBER = ***
VENDOR NAME: *

OFFSET: 00 OF 00

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/15/18 AT 07:51 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *** 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

Date: 10/15/2018 Time: 7:52:01 AM

<u>DESIGN SECTION ENGINEER</u> FIRST SUPPLEMENTAL AGREEMENT

The Board of Directors, on the 25th day of October, 2018, authorized this FIRST SUPPLEMENTAL AGREEMENT to be entered into by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter sometimes referred to as "TOLLWAY", and exp U.S. SERVICES, INC., a corporation authorized and existing within the laws of the State of Illinois, hereinafter sometimes referred to as "DESIGN SECTION ENGINEER".

WITNESSETH:

WHEREAS, the TOLLWAY selected the DESIGN SECTION ENGINEER from PSB 13-4, Item 3, and DESIGN SECTION ENGINEER entered into an agreement on February 27, 2014, to provide design section engineering services (hereinafter "Services"") for Contract No. I-13-4624 for Design Upon Request – Elgin O'Hare Western Access; and

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

WHEREAS, DESIGN SECTION ENGINEER has submitted a proposal dated **October 1, 2018**, a copy of which is attached hereto as Exhibit "1", to provide said additional Services, and it is in the best interest of the TOLLWAY to accept said proposal.

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

ARTICLE I

General Provisions

Except as modified or changed herein, all terms, provisions and conditions contained in the original agreement between the TOLLWAY and the DESIGN SECTION ENGINEER dated February 27, 2014 ("Original Agreement") and commonly referred to as Contract No. I-13-4624, shall govern this agreement and be in full force and effect, however, any changes to multipliers, unit costs, prices and/or rates of compensation shall only be applied to Services rendered solely under this Supplement pursuant to changes in the scope of work. The supplemental proposal attached as Exhibit "1" is hereby made a part of this Supplemental Agreement.

ARTICLE II

Time of Performance

The DESIGN SECTION ENGINEER shall perform the services herein in accordance with the schedule included at Exhibit "A" in the attached proposal.

Rev. 3/27/2018 Page 1 of 5 Contract I-13-4624

ARTICLE III

Reaffirmation of Original Agreement

All covenants and agreements contained in the Original Agreement made and entered into by and between the TOLLWAY and DESIGN SECTION ENGINEER and all prior Supplemental Agreements, if any, to provide Services for Contract No. **Design Upon Request – Elgin O'Hare Western Access** are reaffirmed and shall govern this Agreement as if fully set forth herein, it being the intent that this Agreement shall be a supplement to said agreement(s).

ARTICLE IV

Record Retention and Audit

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

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

The obligations of this Section shall be explicitly included in any subcontracts or

Rev. 3/27/2018 Page 2 of 5 Contract I-13-4624

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

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

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

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

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

ARTICLE V

Compensation

The upper limit of compensation for said supplemental Services for Contract No. **Design Upon Request – Elgin O'Hare Western Access** performed by the DESIGN SECTION ENGINEER under the Original Agreement and including the services set forth herein, is hereby increased from \$5,000,000.00 by \$500,000.00 to \$5,500,000.00.

ARTICLE VI

Report of a Change in Circumstances

The DESIGN SECTION ENGINEER agrees to report to the TOLLWAY as soon

Rev. 3/27/2018 Page 3 of 5 Contract I-13-4624

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

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

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

ARTICLE VII

EXPATRIATED ENTITIES

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

Rev. 3/27/2018 Page 4 of 5 Contract I-13-4624

IN WITNESS WHEREOF, the parties hereto have executed this **FIRST** SUPPLEMENTAL AGREEMENT for **I-13-4624** the day and year first above written.

	, ,	
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY	exp U.S. SERVICES, INC.	
By_ 12/21/10		विश्वा
Chair/Executive Director-Signature Date Robert Schillerstrom/Elizabeth Gorman	President-Signature	Date
	Timothy Neumann	
APPROVED: 12/14/17 Chief Financial Officer - Signature Date Michael Colsch	Printed Name as Signed Abo	ve
APPROVED:		
Acting General/Counsel – Signature Date Elizabeth Oplawski		

Approved as to Form and Constitutionality

Attorney General, State of Illinois – Robert Lane - Signature Date

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

FOR CONTRACT NUMBER I-13-4624

This proposal, dated October 1, 2018, is submitted by exp U.S. Services Inc. of Chicago, Illinois for Design Section Engineer's Service.

DESCRIPTION/LOCATION OF DESIGN SECTION

The location of the construction Contract <u>I-13-4624</u> for which we propose to provide Design Section Engineering Services is <u>Design Upon Request - Elgin-O'Hare Western Access Tollway</u>, in <u>Various</u> County (Counties), Illinois.

REAFFIRMATION OF ORIGINAL AGREEMENT

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

SCOPE OF SUPPLEMENTAL DESIGN ENGINEERING SERVICES

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

FEE PROPOSAL

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

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

<u>PAYROLL COSTS AND MULTIPLIER</u> - 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.

Rev. 3/1/2017	Page 1 of 5	EXHIBIT "1"
		PAGEOF
		EXHIBIT "1"
		Page 1 of 70

AGREEMENT LIMITS

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

The Upper Limit Compensation shall be increased

from \$ <u>5,000,000.00</u> by \$ <u>500,000.00</u> to \$ <u>5,500,000.00</u>.

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

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

The obligations of this Section shall be explicitly included in any subcontracts or agreements formed between the DESIGN SECTION ENGINEER and any subcontractors or suppliers of goods and services to the extent that those subcontracts or agreements relate to fulfillment of the DESIGN SECTION ENGINEER's obligations to the TOLLWAY. Such subcontractor shall be required to comply with the terms and conditions of this

Rev. 3/1/2017	Page 2 of 5	EXHIBIT "1"		
		PAGEOF		
		EXHIBIT "1"		

Section and the TOLLWAY shall be entitled to enforce a breach of that contract.

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

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

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

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

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

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

PARTIAL PAYMENTS

Partial payments to the	DESIGN SECTION ENGINEER sha	all be made	in accorda	nce with
Rev. 3/1/2017	Page 3 of 5		EXHIBIT "1	n
		DACE	Ω Γ	

the terms of the original agreement except that reference to the Total Estimated Fee and Upper Limit of Compensation, shall be interpreted to be the Amended Total Estimated Fee and Amended Upper Limit of Compensation.

REVISIONS TO SUPPLEMENTAL SCOPE OF WORK

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

Rev. 3/1/2017	Page 4 of 5	EXHIBIT "1"		
		PAGE	OF	
			EXHIBIT "1" Page 4 of 70	

THIS PROPOSAL FOR SUPPLEMENTAL DESIGN SECTION ENGINEERING SERVICES FOR

CONTRACT <u>I-13-4624</u>

SUBMITTED BY:

FIRM NAME:	exp U.S. Services Inc.	
ADDRESS:	205 N. Michigan Avenue	
CITY, STATE & ZIP CODE:	Chicago, Illinois 60601	
TELEPHONE:	(312) 616-0000	
FACSIMILE:	(312) 616-6069	
SIGNED BY:		
PRINTED NAME:	Timothy Neumann	
TITLE:	Executive Vice President	

Rev. 3/1/2017

Page 5 of 5

EXHIBIT "1"

PAGE _____OF ____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/17/2018

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.

lf :	SUBROGATION IS WAIVED, subject is certificate does not confer rights to	to the	terms and conditions of t	the polic such en	cy, certain po dorsement(s	olicies may			
	NICER			CONTA NAME:	CT	•			
	lis of Illinois, Inc.				g, Ext): 1-877-	-945-7378	FAX IAIC AIC	1-666	3-467-2378
	26 Century Blvd			E MAIL	ss: certific	cates@willi	1 (ACC, NO		
	. Box 305191 nville, TN 372305191 USA			ADDRE			ROING COVERAGE		NAIC #
	TILLE, IN SILJUSIA USA			INSURE	*** *	urance Amer			24554
INSU	RED				*****		alty Company		20443
	U.S. Services, Inc.								
205 N. Michigan Ave, Ste 3600				INSURE	RC: ALG IN	surance Con	pany of Canada		B1206
Chic	ago, IL 60601 USA			INSURE	RO:				
				INSURE	RE:				
			<u>.</u>	INSURE	RF:				
COV	/ERAGES CER	TIFICA	TE NUMBER: 18524359				REVISION NUMBER:		
	IS IS TO CERTIFY THAT THE POLICIES								
	DICATED. NOTWITHSTANDING ANY RE								
	RTIFICATE MAY BE ISSUED OR MAY CLUSIONS AND CONDITIONS OF SUCH							IO ALL	THE TERMS,
WSR LTR	TYPE OF INSURANCE	ADOL SU	BRI VD POLICY NUMBER		PÓLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIN	IITS	
	X COMMERCIAL GENERAL LIABILITY	Γ					EACH OCCURRENCE	\$	2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	s	300,000
A							MED EXP (Any one person)	s	25,000
ı h		v						_	

INSR LTR		TYPE OF INSURANCE	ADOL INSD	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	8
	×	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$ 2,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
A								MED EXP (Any one person)	\$ 25,000
			Y		US00057823L118A	03/31/2018	03/31/2019	PERSONAL & ADV INJURY	\$ 2,000,000
	GE	YL AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
		POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		OTHER:							\$
	AŲ1	TOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	×	ANY AUTO		Y 6010517007				BODILY INJURY (Per person)	ŝ
В	L	OWNED SCHEDULED AUTOS ONLY AUTOS	Y		03/31/2018	03/31/2019	BODILY INJURY (Per accident)	\$	
		HIRED NON-OWNED AUTOS ONLY			·			PROPERTY DAMAGE (Per accident)	\$
	1								\$
٨	×	UMBRELLALIAB X OCCUR						EACH OCCURRENCE	\$ 5,000,000
		EXCESS LIAB CLAIMS-MADE			CA00002681LI18A	03/31/2018	03/31/2019	AGGREGATE	\$ 5,000,000
		DEDRETENTION \$							\$
1		RKERS COMPENSATION EMPLOYERS' LIABILITY						X PER OTH-	
В	ANY	PROPRIETOR/PARTNER/EXECUTIVE	N/A		6046106700	03/31/2018	03/31/0010	E.L. EACH ACCIDENT	1,000,000
l	(Mar	ndatory in NH)			6046186700	03/31/2018	03/31/2019	E.L. DISEASE - EA EMPLOYEE	1,000,000
	DES	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	1,000,000
c	PEC	ofessional Liability			061127095	03/31/2018	03/31/2019	Per Claim/Aggregate	\$2,000,000
l	:	· ·							
<u> </u>	<u> </u>								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 181, Additional Remarks Schedule, may be attached if more space is required) Re: EXP Project #CHI-00243013-A0, Contract #I-13-4624 Elgin-O'Hare Western Access, DUR.

ISTEA is included as an Additional Insured as respects to General Liability and Auto Liability.

CERTIFICATE HOLDER	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.					
ISTEA	AUTHORIZED REPRESENTATIVE					
2700 Ogden Ave.						
Downers Grove, IL 60515						

© 1988-2016 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

Any person or organization where required by written contract, but only to the extent that the named insured has agreed in writing prior to the occurrence or accident to provide insurance for such persons or organizations and then only with respect to liability for bodily injury or property damage caused by operations performed for such additional insured by or on behalf of the named insured.

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

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

However:

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

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

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

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

whichever is less.

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

POLICY NUMBER: US00057823LI18A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization where required by written contract, but only to the extent that the named insured has agreed in writing prior to the occurrence or accident to provide insurance for such persons or organizations and then only with respect to liability for bodily injury or property damage caused by operations performed for such such additional insured by or on behalf of the named insured.	As required per written contract
Information required to complete this Schedule, if not sh	own above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

 The insurance afforded to such additional insured only applies to the extent permitted by law; and If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured. B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

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

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

whichever is less.

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. EXTENDED COVERAGE ENDORSEMENT – BA PLUS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILTY COVERAGE

A. Who is An insured

The following is added to Section II, Paragraph A.1., Who is An Insured:

- a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b. The insurance afforded by this provision A.1. does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
- Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision A.2.:

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
- Any person or organization that you are 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 for whom Liability Coverage is afforded under this policy.
- 4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision A. Who Is An Insured, includes those policies that were in force on the inception date of this Coverage Form but:

- 1. Which are no longer in force; or
- Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

- 1. In a.(2), the limit for the cost of bail bonds is increased from \$2,000 to \$5,000, and
- 2. In a.(4), the limit for the loss of earnings is increased from \$250 to \$500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Towing

Section III. Paragraph A.2., is revised to include Light Trucks up to 10,000 pounds G.V.W.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

a. \$1,000 maximum, in lieu of \$600.

D. Personal Property

The following is added to Section III, Paragraph A.4.

- c. We will pay up to \$500 for loss to Personal Property which is:
 - (1) Owned by an "insured"; and
 - (2) In or on the covered "auto."

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

This insurance is excess over any other collectible insurance and no deductible applies.



E. Rental Reimbursement

The following is added to Section III, Paragraph A.4.:

- d. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto." Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.
 - We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - (a) The number of days reasonably required to repair or replace the covered "auto"; or,
 - (b) 15 days.
 - 2. Our payment is limited to the lesser of the following amounts:
 - (a) Necessary and actual expenses incurred; or,
 - (b) \$25 per day subject to a maximum of \$375.
 - 3. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
 - 4. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

F. Hired "Autos"

The following is added to Section III. Paragraph A.:

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered "auto" you lease, hire, rent or borrow without a driver; and
- b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

- c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or \$75,000 whichever is less minus a \$500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision will be limited to the types of physical damage coverage(s) provided on your owned "autos."
- e. Such physical damage coverage for hired "autos" will:
 - (1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision G.e.(1) will be subject to a limit of \$750 per "accident."

G. Airbag Coverage

The following is added to Section III, Paragraph B.3.

The accidental discharge of an airbag shall not be considered mechanical breakdown.

H. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

I. Diminution In Value

The following is added to Section III, Paragraph B.6.

Subject to the following, the "diminution in value" exclusion does not apply to:

- a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's" name, with your



permission, while performing duties related to the conduct of your business.

- c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the "auto's" actual cash value (ACV)

III. Drive Other Car Coverage - Executive Officers

The following is added to Sections II and III:

- Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:
 - An "auto" owned by that "executive officer" or a member of that person's household; or
 - b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision will be:

- (1) Equal to the greatest of those coverages afforded any covered "auto"; and
- (2) Excess over any other collectible insurance.
- For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to Section IV, Paragraph A.2.a.

(4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to Section IV, Paragraph A.2.b.

(6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Concealment, Misrepresentation or Fraud

The following is added to Section IV, Paragraph B.2.

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

C. Policy Period, Coverage Territory

Section IV, Paragraphs 7.(5).(a). is revised to provide:

a. 45 days of coverage in lieu of 30 days

V. DEFINITIONS

Section V. Paragraph C. is deleted and replaced by the following:

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

Contract Information Sheet

Consultant Name: exp U.S. Services Inc.

Contract Number: I-13-4624

Proposal Date: 10/1/2018

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:	1-13	1-13-4624	,			CO	Consultant			exp U.S. §	exp U.S. Services Inc.	ن	
				EXHIE	EXHIBIT A: ESTIMATED TASK WORK HOURS	TIMATE	DTASK	NORK H					
									פֿל	and Tota	Grand Total Exhibit A Hours	A Hours	2,660
					2	MONTHS of VEAR 2018	VEAR 2	- α					TOTAL
TASK	Jan	Feb	Mar	Apr	Mav M	unc	lac	Aug	Sep	ŏ	Nov	Dec	200
DUR								,			120		280
A ANTONIO DE LA MINISTERIO DEL MINISTERIO DE LA MINISTERIO DELLA MINISTERIORI DELLA MINISTERIO DELLA MINISTERIO.		AND A VALUE OF A VARIABLE VA A MARCHAN VA ARRANGE VA AR			44 A 44								
												ALLON CONTRACTOR STATEMENT AND	
											and the same and the same should be		
to a company and a second and a second as the second and a second and a second as the second as the second as											The second on social personal designation of	and the second second second	
			AND ALL MAINS ALLENS WASHINGTON FORESTED OF THE	a on on the fact of a fine for formation of the	and the feet and the second section of the second section of		•						
- But town i kromentam om oktobrop tot de eerbe geventer bu de om oktobre te databand de om de in			4							Ann was man the Arches A. A which when A which	de la como sas sas sas sas sas sas para sa manta de la como de la		
												-V-11-V-11-11-11-11-11-11-11-11-11-11-11	
en de la destada de la compresión de la compresión de compresión de la compresión de la compresión de la compre													
TOTALS											120	160	280
200													?

Contract Number:	1-13-	1-13-4624				ဦ ပ	Consultant:		•	exp U.S. Services Inc.	ervices In	Ċ.	
				EXHIB	IT A: EST	TIMATEC	EXHIBIT A: ESTIMATED TASK WORK HOURS	VORK HC					
					Ö	NTHS of	MONTHS of YEAR 2019	19					TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
DUR	200	200	200	200	200	200	200	200	200	200	200	180	2380
A y que genera na man man que		*					ې. پ. پ. سا سا ساسماري د ساماري توسه			A A A A A A A A A A A A A A A A A A A			
во на наворования опоравления от полого и полого и полого на поделения в верейно предполого от в техните	CHARLES AND		hi in in hi ha	the second describeration of the section of the sec	***************************************		The second secon	***************************************	A DECEMBER TO PROGRAMME A MORAL PROPERTY AND PARTY AND PARTY.				
A de la companya de l													
4-44-44-44-44-44-44-44-44-44-44-44-44-4				•		h- Art - Art							
			A CONTRACTOR AND	An amount of the control of the cont			A COMMISSION OF THE COMMISSION			TO THE STATE OF TH	A COMMISSION AND A COMMISSION OF THE COMMISSION		
2 11 12 12 14 14 15 14 14 14 14 15 15 16 16 16 16 16 16 16 16 16 16 16 16 16	the factor of the state of the		•										
					-								
V eliament of all terms of the property complete and property or to the terms of t		A	***************************************	*** ***********************************	THE RESERVE OF THE PERSON PROPERTY.			A V M. IBLUM MUNICIPALITY IN M. M. IA.	***************************************	AND THE RESIDENCE AND	***************************************		
TOTALS	200	200	200	200	200	200	200	200	200	200	200	180	2380

Contract No.:	I-13-4624	Consultan	t:	ext	U.S. Servic	es Inc.	
	<u>EXHI</u>	BIT B: FEE CA	ALCULA1	<u>rions</u>			
A. DIRECT LABO	PR (without overtime)						
	2,660.00 (Total Work Hours from Exhibit C-2)	X \$ 50. (Average Hou Rate from Exh C-2)	rly	TOTAL DIF	RECT SALARY	\$	133,239.40
	tiplier to be used on this project Lilowable Multiplier = (2.8 DSE) (PMO)			 	2.80
·		REGULAR SA	·	IMES MUL1	TIPLIER	\$	373,070.32
	BLE DIRECT COSTS NO Prime Consultant listed above.		FOR PRO	FIT			
				TOTAL DI	RECT COSTS		\$6,929.68
C. SERVICES BY	OTHERS						
Tot	tal Allowable Fee DBE/MBE/WBE	E Subconsultant (fi	om Exhibit l	1)_\$	120,000.00		
Total Allowable	e Fee Non-DBE/MBE/WBE Subc	onsultant (from Ex	hibit H (cont	e))_\$			
			TO 1	TAL SERVICES	BY OTHERS	_\$	120,000.00
D. ADDITIONAL S	SERVICES (Prime Consulta)	•					
ADDITIONAL S	SERVICES (Subconsultants))		rior authorization \$ rior authorization			
				'AL ADDITIONA rior authorization		\$	<u>-</u>
E. MAXIMUM ALI	OWABLE FEE (Upper Lin	nit of Compensatio	en)			\$	500,000.00

Date: 10/1/2018 SCHEDU	EXHIBIT C-1: PAY	EXHIBIT C.4: PAYROLL CLASSIFICATION ESCALATION TARLE		
SCHEDL	EXHIBIT C-1: PAY	VPOLL CLASSIFICATION E		
SCHEDI	CONTRACT TERM:	WALL VENCEN INC.	SCALATION TABLE	
SCHEDI		14	No. OF MONTHS	
	SCHEDULED START DATE:	11/1/2018		
	RAISE DATE:	4/1/2019		
ä	PERCENT OF RAISE:	%0		
	ESCALATI	ESCALATION PER YEAR Year 1 through 5	rough 5	
11/1/2018 - 3/31/2019 4/1/2019	12/31/2019	•		
Daire Date Date	Date 0	Date Date	Date Date	Date Date
14.0	14.0	14.0	14.0	14.0
35.71% Escalation	64.29% Escalation Factor Second Period	Escalation Factor Third Period	Escatation Factor Fourth Penod	Escalation Factor Fifth Period
	ESCALATION	ESCALATION PER YEAR Year 6 through 10	rough 10	
	•			
Date Date Date	Date	Date Date	Date Date	Dale Daie
14.0	14.0	14.0	14.0	14.0
Escalation Factor Sixth Period Escalation	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

Contract No.:	1-13-4624			Consultant:	Consultant: exp U.S. Services Inc.	ses Inc.		
Date:	10/1/2018			Escala	Escalation Factor:	100.00% (From Exhibit C-1)		
	EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES	CLASSIFICA	TION MAN-	HOURS AND	RATES		DIRECT COST OVERTIME PREMIUM	COST
					Total Estimated Work Hours:	2,660.00	Total Estimated O/T Hours:	
					Average Hourly Rate:	\$50.09	Average Premium O/T Hourly Rate:	
					Total Direct Labor	\$133,239.40	Total Overtime Premium:	
Classification Eligible for Premium Overtime?	Classification	Current MINIMUM Hourly Rate for Classification	Current MAXIMUM Hourly Rate for Classification (See Note A to Right)	Current MAXIMUM Average Hourly Rate for for for Classification Classification (See Note A (See Note B to Right)	Escalated Average Hourly Rate for Classification (See Note C to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note D to	Estimated Overtime Hours (Overtime Hours Only) (See Note E to
No	Technical Manager	\$70.00	\$70.00	\$70.00		240.00		
9 S	Sr Arch/Sr Engineer	\$40.00	\$70.00	\$55.00	\$55.00	1,200.00		
No.	Technician	\$15.00	\$63.00			400.00		

Contract No.:	I-13-4624	Consultant:	exp U.S. Services Inc.
			1.00

Date: 10/1/2018

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Classification (Must match classifications listed on Exhibit C-2)	Name (SEE NOTE 1 TO RIGHT)	Classification (Must match classifications listed on Exhibit C-2)	Name (SEE NOTE 1 TO RIGHT)
Technical Manager	Danley, Byron	Architect/Engineer	Garcia, Alicia
Technical Manager	Mikrut, Mark	Architect/Engineer	Hansen, Douglas
Technical Manager	Nair, R. Shankar	Architect/Engineer	Hecht, Brian
Technical Manager	Stern, Robert	Architect/Engineer	Homola, Sandra
Technical Manager	Umbright, Brian	Architect/Engineer	Kramer, Hilary D.
Sr Arch/Sr Engineer	Antonson, Kenneth	Architect/Engineer	Kumar, Kamlesh
Sr Arch/Sr Engineer	Boroumand, Parviz	Architect/Engineer	Mohammed, Muthayab
Sr Arch/Sr Engineer	Citko, Steve	Architect/Engineer	Newman, Matthew
Sr Arch/Sr Engineer	Dvorak, Mark	Architect/Engineer	Oscarson, David
Sr Arch/Sr Engineer	Elrod, Stephen	Architect/Engineer	Stankiewicz, Robert
Sr Arch/Sr Engineer	Haran, Siva Kumar	Architect/Engineer	Zlotek, Jack
Sr Arch/Sr Engineer	Hough, Thomas	Technician	Johnson, Hana
Sr Arch/Sr Engineer	Oshana, Antonious	Technician	Kangrga, Dusanka
Sr Arch/Sr Engineer	Jarmakowicz, Richard	Technician	Matei, Vlaicu
Sr Arch/Sr Engineer	Patel, Vinod	Technician	O'Neal, Michael
Architect/Engineer	Bhalekar, Santosh	Technician	Pietrowski, Jerzy
Architect/Engineer	Dufka, Frank	Technician	Zaranko, Zachary
Architect/Engineer	Erwin, Craig	Technician	Zmic, Jovan

Contract No.:	I-13-4624	Consultant:	exp U.S. Services Inc.
		EXHIBIT D	
	REIMBURSABLE DI	RECT COSTS - WORK	SHEET ESTIMATES
Α.	VEHICLE REIMBURSEMEN http://www2.illinois.gov/cms/f		
В.	ALLOWABLE DIRECT COS http://www.illinoistollway.com OLLWAY XX ALLOWABLE	/documents/10157/36206/	<u>LG T</u>
C.	ITEMIZED DIRECT COSTS Allowable Direct Costs list, from the Chief Engineer pri	written permission must	be received
	DIRECT COST CATEGORY		

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)

6,929.68

ALLOWABLE DIRECT COSTS

09.12.2018

Effective for contracts awarded on or after August 1, 2018_7 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)
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)
Air Fare

Vehicles

Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)

Vehicle Rental (including tolls)

Vehicle Owned or Leased (does not include

personal vehicles, not owned by the company) (includes tolls)

Parking

Tolls (Personal Vehicles only)

Overtime

Shift Differential

Overnight Delivery/Postage Courier Service

Copies of Deliverables

Specific Insurance - required for project

CADD

Monuments - Permanent

Advertisements 2-way Radio

Telephone Usage

Web Site

Facility Rental for Public Meetings & Exhibits/Rendering

& AV Equipment/Transcriptions

Recording Fees Courthouse Fees Testing of Soil Samples

Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks,

pavement cores)

Equipment rental specific for project (snooper for bridge

inspection, noise meter, etc.)

Specialized equipment - on an as needed basis with prior

approval
Traffic Systems

Storm sewer cleaning and televising

Traffic control and protection

Aerial photography, mapping and drone usage

Utility exploratory trenching

Up to State rate maximum

Actual cost (up to State rate maximum)

Actual cost

Coach Rate with 2 weeks advance purchase with

ISTHA approval

Up to State rate maximum

Actual cost up to \$55/day

\$65/full day, \$32.50/half day (4 hours or less)

Actual Cost

Actual Cost

Premium portion

Actual cost (based on firm's policy)

Actual Cost

Actual Cost

Actual Cost

Actual Costs (Maximum of \$450.00/Mo)

Actual Cost

Actual Cost

Actual cost (Survey or Phase III only)

Actual Cost (Traffic System Monitoring Only)

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost Actual Cost

Actual Cost

Actual Cost

ALLOWABLE DIRECT COSTS

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

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	D.: <u> </u>	exp U.S. Services Inc.
	<u>E</u>	KHIBIT E - KEY PROJECT PERSONNEL
Project Prin	ncipal:	Byron Danley, PE, SE
Project Mar	nager:	Thomas Hough, PE
Project Eng	ineer:	Brian Hecht, PE
Resident Er	ngineer:	
Documenta	tion Engineer:	
Project Civi	l Engineer:	Douglas Hansen, PE
Project Stru	ctural Engineer:	Vinod Patel, PE, SE
Project Drai	nage Engineer:	Sandra Homola, PE, CFM, LEED AP
Senior Engi	neer:	
Others:	Name:	
	Classification:	
	Name:	
	Classification:	
	Name:	
	Classification:	
	Name:	
	Classification:	

key personnel

Byron Danley, SE, PE

Principal-In-Charge

EXHIBIT "1"
Page **26** of **70**

Thomas Hough, PE

Project Manager

EXHIBIT "1"
Page 27 of 70

Brian Hecht, PE

Project Engineer

***EXD. EXHIBIT "1" Page **28** of **70**

Douglas Hansen, PE

Project Civil Engineer

EXHIBIT "1"
Page 29 of 70

Vinod Patel, SE, PE

Project Structural Engineer

Sandra Homola, PE, CFM, LEED AP

Project Drainage Engineer

"EXP. EXHIBIT "1" Page **31** of **70**

EXHIBIT F

CONTRACT <u>I-13-4624</u>

(exp U.S. Services)

SCOPE OF SERVICES

The Consultant shall provide Design Upon Request Services that may include preparation of contract plans, engineering studies and other technical services as directed by the Illinois Tollway.

PAGE ____OF ___ EXHIBIT "1" Page 32 of 70

EXHIBIT G

Contract No. 1-13-4624

exp U.S. Services 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
IL 104 Phase I/II	New Illinois River Bridge	\$5,400,000	\$20,000	12/1/2018
IL 173 Phase I	Environmental Assessment	\$4,400,000	\$400,000	1/31/2019
Central Avenue Phase I	Reconstruction and widening, new connector underpass	\$3,300,000	\$400,000	9/1/2019
IL 83 Phase II	Intersection Improvement	\$1,200,000	\$150,000	12/1/2019
I-55/US6 Phase III	Construction Engineering, Bridge/Interchange	\$3,400,000	\$35,000	11/30/2018
IL43 Phase I	Bridge over I-55	\$1,600,000	\$1,050,000	10/10/2020
EOWA Phase II DUR	Design Upon Request for EOWA	\$5,500,000	\$0	12/31/2018
EOWA Phase II DUR	Design Upon Request for EOWA	\$5,000,000	\$170,000	12/31/2019
I-294: 95 th to 22 rd . Master Plan	Master Plan for Central Tri-State from 95th Street to 22nd Street	\$8,040,000	\$20,000	12/31/2018
I-490/I-90 Interchange Phase II	New System to System Interchange	\$13,398,000	\$5,974,000	12/31/2020
ISTHA PMO	Program Management Office and Technical/Administrative Services	\$1,900,000	\$1,600,000	12/31/2024
Franklin Ave Phase	Reconstruction and widening	\$4,400,000 (Pending)	\$2,500,000 (Pending)	12/1/2021
EOWA Phase III	I-294 Reconstruction and Widening: Grand to Wolf	TBD	TBD	TBD
Van Buren Phase III	Bridge Reconstruction	\$163,000	\$40,000	10/31/2018

Rev. 5/2018

PSB 18-1 and Later ONLY

Contract No.:	1-13-4624	Consultant:	exp U.S. Services Inc.	
			exp o.s. services ilic.	

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1	Delta Engineering Group, LLC		_	6			
	Direct Labor	\$ 59,998.40	<u> </u>		Direct Labor	<u>s</u> -	
	Direct Costs	\$ 1.60	_		Direct Costs	\$	
	Services by Others	•	**		Services by Others	\$	
	Additional Services **		_		Additional Services **	<u>s - </u>	
	Total this Subconsultant (ULC)		\$ 60,000.00		Total this Subconsultant (ULC)		<u> </u>
2	Garza Karhoff Engineering, LLC			7			
	Direct Labor	\$ 59,981.82	-		Direct Labor	\$	•
	Direct Costs	\$ 18.18	•		Direct Costs	\$.	
	Services by Others		•		Services by Others	\$	
	Additional Services **		**		Additional Services **	s -	•
	Total this Subconsultant (UEC)		\$ 60,000.00		Total this Subconsultant (ULC)	W-10-10-10-10-10-10-10-10-10-10-10-10-10-	S -
3			_		` ,		•
3	Direct Labor		•	8		_	
	Direct Costs	\$.			Direct Labor	\$.	
	Services by Others	<u> </u>			Direct Costs	\$	
	-	\$			Services by Others	\$ <u>-</u>	
	Additional Services **		-		Additional Services **	\$ -	
	Total this Subconsultant (ULC)		<u>* </u>		Total this Subconsultant (ULC)		<u> </u>
4		·*····································	•	9	7-7-1		
	Direct Labor	<u>s</u> .			Direct Labor	<u> </u>	
	Direct Costs	\$			Direct Costs	\$.	
	Services by Others	<u>\$</u>			Services by Others	\$.	
	Additional Services **	<u>s</u> .			Additional Services **	<u>s</u> .	
	Total this Subconsultant (ULC)		\$.		Total this Subconsultant (ULC)		\$.
_							
5			•	10			
	Direct Labor	<u> </u>			Direct Labor	\$	
	Direct Coats	<u>s</u> -			Direct Costs	\$ -	
	Services by Others	\$			Services by Others	<u>\$</u> .	
	Additional Services **	\$			Additional Services **	\$.	
	Total this Subconsultant (ULC)		<u> </u>		Total this Subconsultant (ULC)		<u>\$</u>

 Additional	services !	funds requ	ire prior	authorizati	on before use	

TOTAL DBE/MBE/WBE Subconsultants: \$ 120,000.00

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 120,000.00

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 24.00%

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

Proi	act	No
rw		ITU.

L13-4624

_			
~	m	 •••	

exp U.S. Services Inc.

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.

1			_	6			_
	Direct Labor		-		Direct Labor	\$	
	Direct Costs		_		Direct Costs	<u>s</u> .	~
	Services by Others	**************************************	-		Services by Others	<u>\$</u>	_
	Additional Services **				Additional Services **	<u> </u>	
	Total this Subconsultant (ULC)		<u> </u>		Total this Subconsultant (ULC)		<u> </u>
2				7			
	Direct Labor		_	•	Direct Labor	\$·	•
	Direct Costs		~		Direct Costs	s .	•
	Services by Others		_		Services by Others	\$	•
	Additional Services **				Additional Services **	\$	•
	Total this Subconsultant (ULC)		<u> </u>		Total this Subconsultant (ULC)	The second secon	•
3							
· · · · · · · · · · · · · · · · · · ·	Direct Labor	\$ -		8	Direct Labor	A	•
	Direct Costs		-		Direct Costs	\$	-
	Services by Others	\$			Services by Others	<u> </u>	•
	Additional Services **	***************************************			•	<u>\$</u>	-
	Total this Subconsultant (ULC)		-		Additional Services **	<u>\$</u>	
	local and sanconstitute (OFC)		<u>·</u>		Total this Subconsultant (ULC)		<u>.</u>
4			<u></u>	9			-
	Direct Labor	<u> </u>			Direct Labor	\$ -	-
	Direct Costs	<u> </u>	-		Direct Costs	<u>s</u>	•
	Services by Others	<u>\$</u>			Services by Others	<u>.</u>	
	Additional Services **	\$ -			Additional Services **		r.
	Total this Subconsultant (ULC)		<u> </u>		Total this Subconsultant (ULC)		<u>.</u>
s			_	10			
	Direct Labor	<u> </u>	_		Direct Labor		
	Direct Costs	<u> </u>	_		Direct Costs		
	Services by Others	<u> </u>	***		Services by Others		
	Additional Services **	<u>\$</u>	-		Additional Services **	_	
	Total this Subconsultant (ULC)		\$.		Total this Subconsultant (ULC)		<u>s</u>

TOTAL	Non-DBE/MBE/WBE	Subconsultants:	
IOIAL	MANIFORMERINE	SUBCONBURGING.	

^{**} Additional services funds require prior authorization before use

TOTAL Additional Services Non-DBE/MBE/WBE Subconsultants: 3 .

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: s .

Contract Information Sheet

Consultant Name: Delta Engineering Group, LLC

Contract Number: I-13-4624

Proposal Date: 10/1/2018

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:	1-13	1-13-4624				S	Consultant:		Delt	a Enginee	Delta Engineering Group, LLC	p, LLC	
				EXHIE	EXHIBIT A: ESTIMATED TASK WORK HOURS	TIMATEC	TASK V	VORK HC	ours				
										and Tota	Grand Total Exhibit A Hours	A Hours	487
					S	MONTHS of YEAR 2018	YEAR 20	. 81					TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Juc	Aug	Sep	Oct	Nov	Dec	
DUR											32	32	64
derbeiteitelle der er e													
en en man en		And an analysis of the state of											
													i
													Ì
Anderson of the state of the st													
										A SECURITY OF THE PROPERTY OF	e de la company	principle of control of control of the control of t	
												The second secon	
									•				
												00.000	
TOTALS											32	32	49

MONTHS of YEAR 2019 Sep Oct	Contract Number:	1-13-4624	1624				Con	Consultant		Delta	Engineel	Delta Engineering Group, LLC), LLC	
MONTHS of YEAR 2019 A 40 40 40 39 32 32 32 32 32 32 32 32 32 32 32 32 32					EXH	SIT A: ES	TIMATEC	TASKV	VORK HC	URS			•	
MONTHS of YEAR 2019 K Jan Feb Mar Apr May Jun Jul Aug Sep Oct 40 40 40 39 32 32 32 32 32 32 32 32 32 32 32 32 32						ŀ								1
K Jan Feb Mar Apr May Jul Aug Sep Oct 40 40 40 40 39 32						W	NTHS of	YEAR 20	19					TOTAL HOURS
40 40 40 39 32 32 32 32 32 32 32 32 32 32 32 32 32	TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
	DUR	40	40		40	39	32	32	32	32	32	32	32	423
	described to the state of the s						A- 4-4-4-4-4-4-4-4-4-4-4-4-4-4-4-4-4-4-4		uboradadkommunia mem m. Ar					
		Andreas de la constant de la constan												
	en e						A a a a a a a a a a a a a a a a a a a a						harman Aman (1976) behave tremshadorum	
	A MARCHANICA AND A MARCHANICA AND A MARCHANICA CONTRACTOR CONTRACTOR AND A CANADA A										to the state of the same of th			
					**************************************	A A A A A A A A A A A A A A A A A A A								
	er er en	And the state of t							And a contract of the anti-term of the contract of the contrac					
	A SECURITION OF THE PROPERTY O													
	AND RECORDERS OF 14 14 14 14 14 14 14 14 14 14 14 14 14			10/14/11/11										
			And to calculate described a promotory of the contract of the											
									CAST ANNUALIBRANCE ASSESSMENT ASS			and the object		
	And the first of t													
	And the fifth of the desiration for the sharten where the states were the states of th	Minimum property of the state o				the most obtained the person of the person of the	A THE STREET STREET, S				The fibrit of the feets for the feets	PROPERTY AND SECURE OF SEC	A CONTRACTOR OF THE PROPERTY O	
*** *** *** *** ***						The second second of the second secon	الحد زدرين							
40 40 40 39 32 32 32 32	TOTALS	40	40	40	40	39	32	32	32	32	32	32	32	423

Contract No.:	I-13-4624	Consultant:	Delta Engineering (3roup, L	LC
	<u>EXHI</u>	BIT B: FEE CAL	<u>CULATIONS</u>		
A. DIRECT LABOR	(without overtime)				
	(Total Work Hours from Exhibit C-2)	X \$ 44.00 (Average Hourly Rate from Exhibit C-2)	-	\$	21,428.00
	ier to be used on this projec wable Multiplier = (2.8 DSE)		o)		2.80
	DIRECT	REGULAR SAL	ARY TIMES MULTIPLIER	\$	59,998.40
	E DIRECT COSTS NO Ime Consultant listed above		R PROFIT		
			TOTAL DIRECT COSTS		\$1.60
C. SERVICES BY C	OTHERS				
Total	Allowable Fee DBE/MBE/WB	E Subconsultant (from	n Exhibit H)_\$ -	-	
Total Allowable f	fee Non-DBE/MBE/WBE Sub	consultant (from Exhib	oit H (cont)) \$ -	-	
			TOTAL SERVICES BY OTHERS	_\$	-
	ERVICES (Prime Consulta	(Re	equires prior authorization before use	••)	
ADDITIONAL GE	.IVVICES (Subconsultants		equires prior authorization before use	-	
		(R	TOTAL ADDITIONAL SERVICES equires prior authorization before use	\$	-
E. MAXIMUM ALLO	OWABLE FEE (Upper Li	imit of Compensation)		\$	60,000.00

Contract No.:	1-13-4624		Consultant:		Delta Engineering Group, LLC
Date:	10/1/2018	1			
		EXHIBIT C-1:1	EXHIBIT.C-1: PAYROLL CLASSIFICATION ESCALATION TABLE	ESCALATION TABLE	
		CONTRACT TERM:	41	No. OF MONTHS	
	SCHEDI	SCHEDULED START DATE:	11/1/2018		
		RAISE DATE:	4/1/2019		
	ā	PERCENT OF RAISE:	Andronia of courts described		
		ESCAL	ESCALATION PER YEAR Year 1 through 5	through 5	
11/1/2018 - 3/3	3/31/2019 4/1/2019	919 - 12/31/2019			•
Date	Date Date	Date Option	Date	Date Date	Date Date
14.0		14.0	14.0	14.0	14.0
35.71% Factor First Period		64.29% Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period
		ESCALA	ESCALATION PER YEAR Year 6 through 10	hrough 10	
				•	4
Date	Dake Date	B Date	Dave Date	Date Date	Date
14.0		14.0	14.0	14.0	14.0
Escalation Factor Sixth Period		Escasion Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Minth Period	Escalation Factor Tenth Period
	The escalation faci	The escalation factor for this project is:	100.00%	1	

Contract No.:	1-13-4624	

Consultant: Delta Engineering Group, LLC

Date: 10/1/2018

Escalation Factor:

100.00%

DIRECT COST

(From Exhibit C-1)

Ì	EXHIBIT C-2: DIRECT LABO	OR CLASSIFICA	ATION MAN-	HOURS AND	RATES		OVERTIME	PREMIUM
<u>:</u>					Total Estimated Work Hours:	487.00	Total Estimated O/T Hours: Average	
					Average Hourly Rate:	\$44.00	Premium O/T Hourly Rate:	
					Total Direct Labor	\$21,428.00	Total Overtime Premium:	
Classification Eligible for Premium Overtime?	Classification	Current MINIMUM Hourly Rate for Classification	Current MAXIMUM Hourly Rate for Classification (See Note A to Right)	Average Hourly Rate for Classification (See Note B to		Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note D to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note E to Right)
No	Project Manager	\$55.00	\$70.00	\$62.50	\$62.50	40.00		
No	Civil Engineer - Sr.	\$53.00	\$67.00	\$60.00	\$60.00	68.00		
No	Civil Engineer	\$28.00	\$39.00	\$33.50	\$33,50	120.00		····
No	Electrical Engineer - Sr.	\$55.00				68.00		
No	Electrical Engineer	\$30.00		1		120.00		^-^-
No	CADD Engineer	\$32.00	T			36.00		
No	Engineer / Project Admin	\$20.00	\$24.00	\$22.00	\$22.00	35.00		

1.00. (10 0.			 		-			
						····		
					 		-	
							-	
				•				
					· ·			
**************************************	***************************************	······································						
		• • • • • • • • • • • • • • • • • • • •			 			
								
	-							
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~			<del></del>		<del>                                     </del>			
							<del></del>	
<del></del>				<del>                                     </del>	<del>-</del>	****	<del></del>	
							-	
	**A A A A A A A A A A A A A A A A A A A							
				·			-	
								***************************************
				<u> </u>		~		- Books females
				33				
					·			
	The control of the co		***********		<u> </u>	The state of the s		
				1			-	
			<u> </u>					
			***************************************				-	
							-	

Contract No.:i-13-40	24 Consultant:	Delta Engineering Group, LLC

Date: 10/1/2018

## **EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST**

Classification (Must match classifications listed on Exhibit C-2)	Name (SEE NOTE 1 TO RIGHT)	Classification (Must match classifications listed on Exhibit C-2)	Name (SEE NOTE 1 TO RIGHT)
Project Manager	Harjit Singh		**************************************
Electrical Engineer-Sr.	Harjit Singh		
Civil Engineer - Sr.	Muhammad Arif		***
Civil Engineer	Dennis B. Bocatcat		
Electrical Engineer- Sr.	Hamja S. Master		
Electrical Engineer	Kashif Mahboob Khan		
CADD Engineer	Andrew Massey		Modificational as service managements and analysis of the state of the
Engineer / Project Admin	Anas Alam		
	_		
A CONTRACTOR OF THE CONTRACTOR	and the commence of the control of t		
			THE CONTRACT OF CONTRACT CONTR
		***************************************	**************************************
THE RESIDENCE OF THE PARTY OF T	TO STATE OF THE ST		
		The state of the s	
		And the state of t	
	**************************************		, , , , , , , , , , , , , , , , , , ,
**************************************		n Anna tanàna tanàna ao	**************************************
			A
		<u> </u>	

Rev. 9/2013

Contract No.:	I-13-4624	Consultant:	Delta Engineering Group, LLC
		EXHIBIT D	
	REIMBURSABLE DIF		PRKSHEET ESTIMATES
<b>A</b> .	VEHICLE REIMBURSEMENT http://www2.illinois.gov/cms/Er		
В.	ALLOWABLE DIRECT COST http://www.illinoistollway.com/c	documents/10157/362	206/LG TO
C.	ITEMIZED DIRECT COSTS - Allowable Direct Costs list, we from the Chief Engineer prior	written permission n	nust be received
	DIRECT COST CATEGORY		

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)

\$ 1.60

#### 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)
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)

Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)

Air Fare

Vehicles

Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)

Vehicle Rental (including tolls)

Vehicle Owned or Leased (does not include

personal vehicles, not owned by the company) (includes tolls)

Up to State rate maximum

Actual cost (up to State rate maximum)

**Actual cost** 

Coach Rate with 2 weeks advance purchase with

ISTHA approval

Up to State rate maximum

Actual cost up to \$55/day

\$65/full day, \$32.50/half day (4 hours or less)

Parking

Tolls (Personal Vehicles only)

Overtime

Shift Differential

Overnight Delivery/Postage Courier Service

**Copies of Deliverables** 

Specific Insurance – required for project

CADD

Monuments – Permanent

Advertisements 2-way Radio

Telephone Usage

Web Site

Men Sire

Facility Rental for Public Meetings & Exhibits/Rendering

& AV Equipment/Transcriptions Recording Fees

Courthouse Fees

Testing of Soil Samples

Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks,

pavement cores)

Equipment rental specific for project (snooper for bridge

inspection, noise meter, etc.)

Specialized equipment - on an as needed basis with prior

approval

Traffic Systems

Storm sewer cleaning and televising

Traffic control and protection

Aerial photography, mapping and drone usage

Utility exploratory trenching

**Actual Cost** 

Actual Cost

Premium portion

Actual cost (based on firm's policy)

**Actual Cost** 

Actual Cost

Actual Cost

Actual Costs (Maximum of \$450.00/Mo)

Actual Cost

Actual Cost

Actual cost (Survey or Phase III only)

Actual Cost (Traffic System Monitoring Only)

Actual Cost

**Actual Cost** 

Actual Cost

Actual Cost

**Actual Cost** 

**Actual Cost** 

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

Actual Cost

**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."

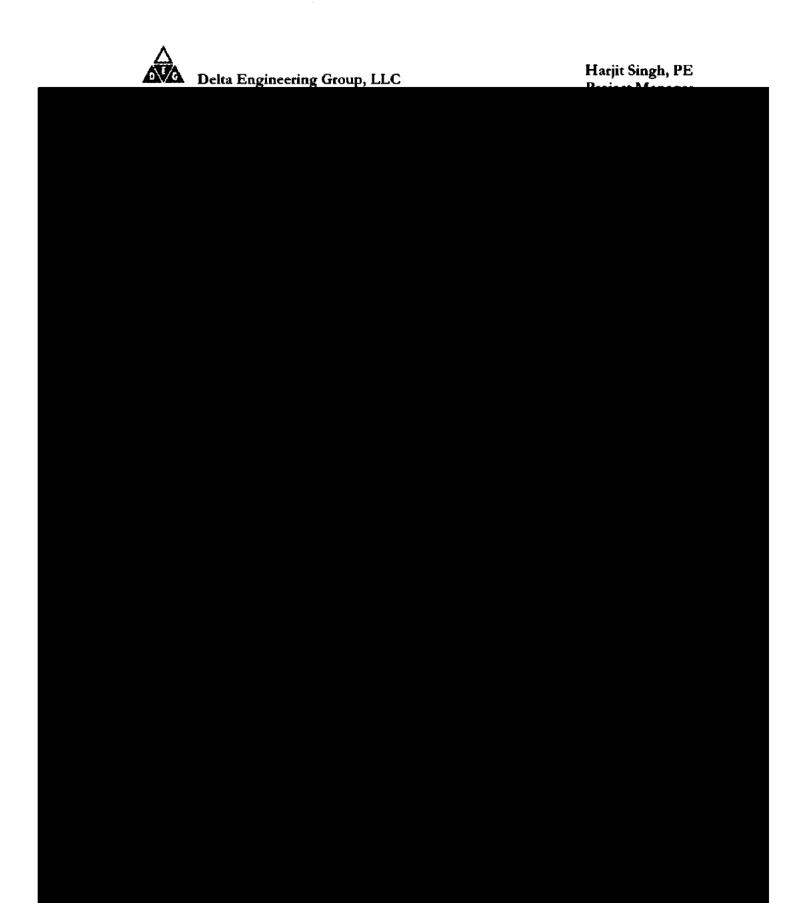
The number of days will be calculated as follows for extended stay **- Weekly (vehicle and hotel) — Number of days on job site plus one day to travel to and from job site per week.

**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-13-4624	Consultant:	Delta Engineering Group, LLC
	!	EXHIBIT E - KEY PROJECT PEI	RSONNEL
Project Princip	oal:		
Project Manag	er:	Harjit Singh, P.E	
Project Engine	er:		
Resident Engi	neer:		
Documentatio	n Engineer:		
Project Civil E	ngineer:		
Project Structi	ıral Engineer:	***************************************	
Project Draina	ge Engineer:	The state of the s	
Senior Engine	er:		
Others:	Name:		
	Classification:		
	Name:		
	Classification:		
	Name:		
	Classification:		
	Name:		
	Classification:		



### **EXHIBIT F**

## **CONTRACT <u>I-13-4624</u>**

### (Delta Engineering Group, LLC)

### **SCOPE OF SERVICES**

The Consultant shall provide Design Upon Request Services that may include preparation of contract plans, engineering studies and other technical services as directed by the Illinois Tollway.

Rev. 3/1/2017

EXHIBIT "1"

PAGE ____OF ___ EXHIBIT "1"

720

Delta Engineering Group, LLC. Current Obligations - Exhibit - G

Project ID	Project Description	Total Contract Amount	Remaining Labor	Act Comp Date
LM140301	CDWM - CONTRACT # 19339 SWPP SWITCHGEAR AND GENERATOR PHASE	129,772.00	66,411.01	12/31/2019
ZM81003D	III SERVICES MWRDGC - Stickney AGF - 04-128-3P -	300,000.00	7,638.53	6/30/2019
LM150413	CPS ISTHA - I-14-4636 PSB 14-1 PLAZA 324	20,000.00		TITTLITTITT OSCUPIOSITORIOSINISCINISCINISCINISCINISCINISCINISCIN
**************************************	CMS IDOT - PTB 175-012 OLD ORCHARD		12,984.60	06/30/17
LD150427	ROAD PHASE II SERVICES ISTHA - I-13-4624 PSB 13-4 TASK # 5	116,991.96	49,852.67	06/17/18
LM140703D	FRANKLIN AVENUE LIGHTING VILLAGE OF LOMBARD - N BROADWAY	<b>201,851.68</b> 2017 Fari vielt vielt vielte elemente elemen	<b>30,518.28</b> 	2/28/2019
LP150526	INTERIM PUMP STATION AND FORCE MAIN	63,756.90	3,666.10	4/5/2019
M110202ATS/M& SF	CDA - ATS / MSF CONSTRUCTION ADMINISTRATION / CLOSEOUT SERVICES	22,425.82	4,180.14	10/28/2019
LD151123	ISTHA - I-15-4658 PSB 15-2 ITEM # 7 - Bensenville Yard Underpass	3,049,170.14	2,871,044.22	01/31/21
LP140801C	IDOT - PTB 172-009 D-91-366-15 TASK 3 VAR. LIGHTING _Mar.2017 LETTING	97,796.01	13,219.64	12/31/2019
LM160818A	CDWM - CONTRACT 24361 SPEC 90070 TOR # 18-5 PN7238	43,344.96	30,344.10	6/30/2019
LT160819D	CDWM - TOR # 18-4 PN7075 BRYN MAWR AVE	54,348.63	6,132.45	8/11/2019
LP161001	UIC - WEST PLANT ELECTRICAL SYSTEM UPGRADE	55,600.00	5,863.52	6/30/2019
LM141001B	ISTHA - I-11-4014 PSB 14-1 EOWA ITS - Concept verification -Line of Sight	218,761.20	76,325.20	8/31/2019
LM141001ACMS	ISTHA - I-14-4638 PSB 14-1 CM Support for 4014 & 4638	30,007.60	9,091.60	8/31/2019
LP140801D	IDOT - PTB 172-009 D-91-366-15 TASK 4 STR PADS	41,210.21	4,349.17	7/31/2019
LD160328A	METRA - K60154 LIQ # 49796 Task Order No. 1 PTC Back Office Data Center Room	165,623.48	41,609.32	9/30/2019
LM1608183	CDWM - CONTRACT 24361 SPEC 90070 TOR # 18-5 PN7300	13,025.00	9,381.82	9/30/2019
LM161003	IDOT - PTB 178-001 US 41 AT DEER	764 410 92	112 159 02	00/01/10
LM170518B	PATH ROAD STATION 38 ISTHA - I-17-4676 PSB 17-2 EXP EOWA I- 90 Interchange	353,812.62		
LM170518C	ISTHA - I -17-4677 PSB 17-2 RS&H EOWA	257 040 13	212 509 22	0/20/2010
LT160819F	I-90 Interchange - Phase II CDWM - TOR # 18-4 PN7373 LENOX AVE TO LEGETT AVE			
LP170713	ISTHA - I-17-4307 PSB 17-3 Advanced	2,115,673.00	727 905 52	0/20/2010
LD160328B1	ITS Assets Relocation METRA - K60154 LIQ # 49796 Task Order No. 2 Fiber Ontic - Rock Island	207,217.43	61.198.26	9/30/2019
LD160328B2	METRA - K60154 LIQ # 49796 Task Order No. 2 Fiber Optic -Southwest Service. St	163,801.54	53,256.46	3/24/2019
LM120602A	CDB - REMOBILISATION / ADDITIONAL WORK CHANGES	28 274 62	19 002 00	2/26/2010
LM171011A	City of Evanston - Fleetwood Cntr_ HVAC & Electrical	10,010.00	2,044.28	3/15/2019
LM171011B	& Electrical City of Evanston - Chandler-Newberger	13,300.00	12,195.34	3/15/2019
AND	Community Center	? <u>;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;</u>	are sent to the area of the property of the sent	EVUIDIT "1"

EXHIBIT "1" Page **50** of **70** 

	METRA - K60449 Task Order No. 5			
LD160526A	Rehabilitation of 59th & 60th Street Station	272,670.80	233,707.65	8/31/2019
LM171207	VILLAGE OF FRANKLIN PARK - PHASE I FRANKLIN AVENUE	113,478.54	109,168.69	6/30/2019
LM171231	CHA Dearborn Homes Sewers	132,404.22	119,126.80	7/25/2020
LM140302C	CDWM - JWPP MEDIUM VOLTAGE IMPROVEMENTS DUR. CONSTRUCTION - PHASE III SERVICES	205,655.00	153,010.83	8/31/2020
LM150729K	ISTHA - RR-14-9172 PSB 14-3 TASK 2018- 02 – Systemwide CCTV Camera Installation	116,352.53	5,187.43	3/31/2018
LM180329A	CDWM TOR #19-4. Full / PN7403	11,402.00	1,118.36	2/28/2019
LM180329B	CDWM TOR #19-4 PN7404	21,313.00	9,119.78	2/28/2019
LM180329E	CDWM TOR #19-4.PN7407	11,556.00	8,400.37	2/28/2019
LM180329F	CDWM TOR #19-4 PN7409	26,318.00	13,261.63	2/28/2019
LM180329G	CDWM TOR #19-4 PN7410	15,400.50	3,602.95	2/28/2019
LM180424A	CDWM Cermak Pump Station Electrical	27,994.84	23,844.14	4/28/2019
LM180501	Evanston_Street Lighting Master Plan Project Planning Services	15,000.00	7,469.88	6/25/2019
LD151218D	METRA - K54434 LIQ # 49796 TOR No.2 47th Yard -Civil & Structural	41,013.12	22,444.79	6/25/2019
LM180806	CDA - CADD for Parking Garage WJE	27,300.00	7,317.96	5/26/2020

Contract No.:	1-13-4624	Consultant:	Delta Engineering Group, LLC
~~!!!!! W~! ! ! ~	1-13-4024		Doing Engineering Group, 424

### **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.

_	_	_		 _		 	-	 _		 	_		
п	_	_	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	_	~	 36	•		~	 	т,	4 B.	ITS

1 _			_	6				
	Direct Labor	\$ -	<del></del>		Direct Labor	<u> </u>		
	Direct Costs	<u>s</u> .	<u>.</u>		Direct Casts	\$ .		
	Services by Others	<u> </u>	_		Services by Others	<u> </u>		
	Additional Services **	\$ -	·		Additional Services **	\$ -		
	Total this Subconsultant (ULC)		<u> </u>		Total this Subconsultant (ULC)		<u>s</u>	<u>.                                    </u>
2 _	the all all the state of the state of the section of the state of the	TTO COMMUNICATION OF A PARTY OF A	·n	7		. 1909-1904 - 1904 - 1904 - 1904 - 1904 - 1904 - 1904 - 1904 - 1904 - 1904 - 1904 - 1904 - 1904 - 1904 - 1904		
	Direct Labor	<u>\$</u>	<del>_</del>		Direct Labor	<u> </u>	,	
	Direct Costs	<u>\$ -</u>	<del>-</del>		Direct Coats	\$ ·	,	
	Services by Others	\$	••		Services by Others	\$ .	,	
	Additional Services **	<u>s</u> .	_		Additional Services **	<u> </u>	,	
	Total this Subconsultant (ULC)		<u> </u>		Total this Subconsultant (ULC)		\$	<u>-</u>
3 _			···	ß _				
	Direct Labor	<u> </u>	_		Direct Labor	\$ .		
	Direct Costs	<u>\$</u>	-		Direct Costs	\$ -		
	Services by Others	\$	_		Services by Others	<u>\$</u> .		
	Additional Services **	\$ .	<del></del> -		Additional Services **	\$ -		
	Total this Subconsultant (ULC)		<u> </u>		Total this Subconsultant (ULC)		\$	<u>-</u>
4 _		·····	<u>.</u>	9 _	····-			
	Direct Labor	<u> </u>	<del>-</del>		Direct Labor	\$ .		
	Direct Costs	<u>s</u> .	_		Direct Costs	\$ -		
	Services by Others	\$ -			Services by Others	\$ -		
	Additional Services **	<u>\$</u> -	<del>.</del>		Additional Services **	<u>\$</u>	,	
	Total this Subconsultant (ULC)		<u> </u>		Total this Subconsultant (ULC)		\$	<u>.                                    </u>
s _			~	10		eccentrative and the second and the		
	Direct Labor	\$ -	••		Oirect Labor	\$ -		
	Direct Costs	<u>\$</u> .	<del></del>		Direct Costs	<u>\$</u> .		
	Services by Others	<u>\$</u>	_		Services by Others	\$		
	Additional Services **	<u>\$</u>	_		Additional Services **	<u> </u>		
	Total this Subconsultant (ULC)		<u> </u>		Total this Subconsultant (ULC)		\$	_
* Additic	onal services funds require prior autho	orization before use		PA1 A-4-12	TOTAL DBE/MBE/WBE			
			101		ional Services DBE/MBE/WBE			-
			DOCHARAN		Allowable Fee DBE/MBE/WBE			•
		nes.			age of Total Fee (includes Addi otal Fee (does not include Addi			00%
		- COE		MAR AL IC	raci i de javes iivi miciaas Maai	uonai odi 11649):		

-	1	ect		•
_	гои	eci	м	O.

L1	•	40	•		

Con	eni	tant:	
~~	12 11	wii.	

Delta Engineering Group, LLC

#### **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	(NOI DBE/MBE/MBE)
----------------------	-------------------

1			_	6			
	Direct Labor		<del>-</del>		Direct Labor	<u>.</u>	
	Direct Costs	Andre Andre Andre Anno Anno Andre Andre Anno Andre Anno Anno Anno Anno Anno Anno Anno Ann	***		Direct Costs	<u>.</u>	
	Services by Others		_		Services by Others	<u>\$</u>	
	Additional Services **		_		Additional Services **	<u> </u>	
	Total this Subconsultant (ULC)		<u> </u>		Total this Subconsultant (ULC)		<u> </u>
2				7		•	
	Direct Labor		•	~~~	Direct Labor	s	
	Direct Costs		<del>-</del>		Direct Costs	\$	
	Services by Others		<b></b>		Services by Others	\$ .	
	Additional Services **		••		Additional Services **	\$ ·	
	Total this Subconsultant (ULC)		<u>s - </u>		Total this Subconsultarit (ULC)		<u>s</u> -
3							
(POSECHWAN)	Direct Labor	\$ .	<b></b>	-	Direct Labor	\$ .	
	Direct Costs	\$			Direct Costs	s .	
	Services by Others	\$	_		Services by Others	\$	
	Additional Services **	<u>.</u>	-		Additional Services **	s .	
	Total this Subconsultant (ULC)		<u> </u>		Total this Subconsultant (ULC)		<u>\$</u>
4				9			
	Direct Labor	\$ -	_		Direct Labor	<b>.</b>	
	Direct Costs	\$	-		Direct Costs	<u> </u>	
	Services by Others	<u> </u>	_		Services by Others	<u> </u>	
	Additional Services **	<u>.</u>	_		Additional Services **	<u> </u>	
	Total this Subconsultant (ULC)		<u>*</u>		Total this Subconsultant (ULC)		<u> </u>
6			_	10			
	Oirect Labor	\$ -	<del>.</del>		Direct Labor	<u> </u>	
	Direct Costs	<u> </u>	<b>.</b>		Direct Costs	\$	
	Services by Others	<u>.</u>	s.		Services by Others	<u> </u>	
	Additional Services **	<u>.</u>	<del>-</del>		Additional Services **	<u>.</u>	
	Total this Subconsultant (ULC)				Total this Subconsultant (ULC)		<u>s</u>
Additiona	i services funds require prior authori:	zation before use			TOTAL Non-DBE/MBE/M	/BE Subconsultants:	<u> </u>
			TOTA	L Additio	nal Services Non-DBE/MBE/		

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

# **Contract Information Sheet**

Complete the follo	wing information and it will be populated on every exhibit.
Consultarit Name:	Garza Karhoff Engineering, LLC
Contract Number:	I-13-4624
Proposal Date:	10/1/2018
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

Company   Comp	Contract Number:	1-13-4624	1624				CO	Consultant:		Garza	Karhoff	Garza Karhoff Engineering, LLC	ng, LLC	
Mar Apr May Jun Jul Aug Sep Oct Nov Dec HOURS   HOUR					ЕХНІВ	IIT A: ES	TIMATE	O TASK \	MORK HC	OURS Gra	and Total	Exhibit	A Hours	523
Mar         Apr         May         Jul         Aug         Sep         Oct         Nov         Dec           1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1						9	NTHS of	YEAR 20	)18					TOTAL HOURS
	Jan		Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	:
32												32		2
32								AL MI 19 (4)		AND WHAT				
32														
32									A Committee of the Comm				L 40 04 14	
32	M. M	· ·				e de les very a gantacean per manere researce ner			No. of the Control of			•		
32					A COLUMN TO THE		and the second s					ш.ш.	wawway	
32			A. A									A A A A A A A A A A A A A A A A A A A		
32								A fair fair fair fair an ann ann an agus fair fair fair fair fair fair fair fair						
32				The same of the sa										
32					# # # # # # # # # # # # # # # # # # #									
32														
32				The same of the sa							•		The state of the s	
32				A THE STREET OF STREET, STREET	W. W. C.		*******					4-4-4-4-14-14-14-14-14-14-14-14-14-14-14	*****	
32							Activides visitables designates de la reconstruction de la reconstructio							
32						and the control of the state of								
32												L. Carrette Constitution Constitution		
32											70.7			
32		, ,				And the fact that the fact the fact the fact that the fact			and a few front of the few front of the	The state of the s				
32														
												32		64

Contract Number:	1-13-4624	4624				Cons	Consultant:		Garza	Karhoff E	Garza Karhoff Engineering, LLC	g, LLC	
				EXHIE	IT A: EST	EXHIBIT A: ESTIMATED TASK WORK HOURS	TASKV	VORK H	ours			•	
					MO	MONTHS of YEAR 2019	(EAR 20	19					TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
DUR	40	40	40	40	4	40	9	40		38	32	32	459
		And the state of t											
electrochelische ferm er de de de en mer er er deskale de de de mer de de de de en en en en en en en		de constitue de de se verde de desta de des	or faculty for the first of the fact for faculty facts.	e declarace en seledi ves lla un en valves	ten stiller ersterde der fersterde dents utende de de.	e destination for the standard and the s	to the decidents deliberthe decide on other	er eer eerlier der der des descherdies der descherd	the state of the s	od vili ali vili vilimite forfunkadevile de fil	erderditten en entren ellem en derfar der da	to day day for the sheet of a the sheet wheel sub-	
						***************************************			A CONTRACTOR OF THE PROPERTY O				
					and the same of the same the flower consideration for the	Philipson of the statement for an end of energy		and the second s	Township of the strate in the street of the	e er som die die fredie die fertie die die die die die	A had were seen that they have they were they have been they are	en e	
force A deficient on on on on on on one designation of our designation for our forther designation for on on one		gange an ga wa yanganga ay aganga yan	tag and the second second second	to see on on the first Authority Author			as the fact of the state of the						
ANA MARIANA MARIANA (A C. M. M. A. C. A. C												•	
A Charleston A Coloreston Control Cont			es an tes	MARCHA LANGUE UM IN VANCOU IN US US US UM					es de la compansión de				
THE REPORT OF THE PERSON OF TH						The second secon			and the second s		- Arthurst Care Arthurst Arthu		
										A			
					VA								
THE STATE OF THE S	A CHARLES OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY.	Andrew State Andrews Andrews Andrews											
TOTALS	40	40	40	40	40	40	40	40	40	35	32	32	459

Contract No.: _	I-13-4624	Consultant:	Garza Karhoff Engir	neering, LLC
	EXHIE	BIT B: FEE CALCU	<u>LATIONS</u>	
A. DIRECT LAE	BOR (without overtime)			
	523.00 X (Total Work Hours from Exhibit C-2)	\$ 40.96 (Average Hourty Rate from Exhibit C-2)	= TOTAL DIRECT SALARY	\$ 21,422.08
M	lultiplier to be used on this project:			2.80
	Allowable Multiplier = (2.8 DSE) (2	.5 or 2.8 CM) (2.5 PMO)		
	DIRECT	REGULAR SALAR	Y TIMES MULTIPLIER	\$ 59,981.82
	ABLE DIRECT COSTS NOT for Prime Consultant listed above.)	T ELIGIBLE FOR P	ROFIT	
			TOTAL DIRECT COSTS	\$18.18
C. SERVICES E	BY OTHERS			
1	Total Allowable Fee DSE/MBE/WSE	Subconsultant (from Exh	ibit H) <u>\$</u>	
Total Allowa	ible Fee Non-DBE/MBE/WBE Subco	nsultant (from Exhibit H (	cont)) <u>\$ -</u>	
			TOTAL SERVICES BY OTHERS	\$ -
D. ADDITIONAL	_ SERVICES (Prime Consultant	<b>u</b> )		
ADDITIONAL	SEDVICES IN THE SECOND	(Require	es prior authorization before use)	
ADDITIONAL	. SERVICES (Subconsultants)	(Require	\$	
			TOTAL ADDITIONAL SERVICES as prior authorization before use)	<u> </u>
E. MAXIMUM A	LLOWABLE FEE (Upper Limi	it of Compensation)		\$ 60,000.00

Contract No.:	1-13-4624	Consultant:		Garza Karhoff Engineering, LLC
Date:	10/1/2018			
	EXHIBIT C-1: P.	EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE	SCALATION TABLE	
	CONTRACT TERM:	14	No. OF MONTHS	
	SCHEDULED START DATE:	11/1/2018		
	RAISE DATE:	4/1/2019		
	PERCENT OF RAISE:	<del>%</del> 0		
	ESCALA	ESCALATION PER YEAR Year 1 through 5	rough 5	
11/1/2018 - 3/31/2019	2019 - 12/31/2019			• • • • • • • • • • • • • • • • • • • •
Date Date	ite Date Date	Date Date	Date Date	Date Date
14.0	14.0	14.0	14.0	14.0
35.71% Factor First Period	64.29% Escalation factor Second Period	Escalation Factor Third Period	Escabbon Factor Fourth Period	Escalation Factor Fifth Period
	ESCALAI	ESCALATION PER YEAR Year 6 through 10	rough 10	
	1			
Date Date	it Date Date	Date Date	Date Date	Date Date
14.0	14.0	14.0	14.0	14.0
Escalation Factor Such Period	riod Escalation Factor Seventh Pertod	Escalation Factor Eighth Period	Escalation Factor Nirth Period	Escalation Factor Tenth Period
Ę	The escalation factor for this project is:	100.00%		

Contract No.:	I-13 <b>-4624</b>	Consultant: Garza Karhoff Engineering, LLC
Date:	10/1/2018	Escalation Factor:100.00%
		(From Emble C→1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES						DIRECT OVERTIME	PREMIUM	
					Total Estimated Work Hours:	523.00	Total Estimated O/T Hours:	
					Average Hourly Rate:	\$40.96	Average Premium O/T Hourly Rate:	
					Total Direct Labor	\$21,422.08	Total Overtime Premium:	
Classification Eligible for Premium Overtime?	Classification	Current MINIMUM Hourly Rate for Classification	Current MAXIMUM Hourly Rate for Classification (See Note A to Right)		Escalated Average Hourly Rate for Classification (See Note C to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note D to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note E to Right)
No	Principal	\$50.00	\$70.00	\$60.00	\$60.00	43.00		
No	Structural Engineer	\$30.00	T			240.00		
No	Engineer	\$17.00	\$45.00	\$31.00	\$31.00	240.00		·····
No.								
	A. (1)							***************************************
		<del>-</del>	<u> </u>					
		1		<del></del> -		· · · · · · · · · · · · · · · · · · ·		
		<del> </del>				ever des des des ces con des des en		,
			g				-	
								)
	~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~	······································					-	T-A-A-A-
		<del> </del>			-			
	***************************************	<u> </u>				·		
		<del> </del>						
				-		<del></del>		
							-	
		<del> </del>	<del> </del>					
**********************	************	····				······································		
				ļ.—.			-	
······································						A-A-A-A-AA	<u> </u>	
					<del> </del>			
		***************************************		-				<del> </del>
				<del> </del>				<u> </u>
,		<del> </del>	<b></b>				<u> </u>	l
				<del>                                     </del>		**************************************		
		<del>                                     </del>		<del>                                     </del>		**************************************		<del> </del>
						<del></del>	<del>-</del>	
			<u> </u>				-	
	**************************************							
	<u> </u>			<del>                                     </del>				
		+		<del>                                     </del>	<del>                                     </del>			<u> </u>
		<del></del>	<del> </del>	<del>                                     </del>	1		<b>—</b>	
	<u> </u>	1	]	1	<u>l</u>			

Contract No.:	1-13-4624	Consultant:	Garza Karhoff Engineering, LLC	

Date: 10/1/2018

## EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Classification (Must match classifications listed on Exhibit C-2)	Name (SEE NOTE 1 TO RIGHT)	Classification (Must match classifications listed on Exhibit C-2)	Name (SEE NOTE 1 TO RIGHT)
Principal	Brenda G. Karhoff		
Structural Engineer	Brenda G. Karhoff		·
Structural Engineer	Michel E. Tydus		
Structural Engineer	Zhang (Joanna) Chen		
Structural Engineer	Lidija Scekic		
Engineer	Anthony M. Friedman		
Engineer	Andrew J. Larsen		
Engineer	John McCabe		and a second
		Appropriate the second	
NAME OF THE PROPERTY OF THE PR		namen a namenaman manan mana mana mana m	and the state of t
			man makababababababan man man mengaphera Arhimana man man man man man man man and man and man
which defined the second secon			
			ide at the state of the state o
			and the state of t
A Andrewson Marine and Andrews			### ##################################

Rev. 9/2013

Contract No.:	I-13-4624	Consultant:	Garza Karhoff Engineering, LLC
		EXHIBIT D	
	REIMBURSABLE DIR	ECT COSTS - WOI	RKSHEET ESTIMATES
Α.	VEHICLE REIMBURSEMENT http://www2.illinois.gov/cms/En		
В.	ALLOWABLE DIRECT COSTS http://www.illinoistollway.com/d OLLWAY XX ALLOWABLEDI	locuments/10157/362	06/LG T
C.	ITEMIZED DIRECT COSTS - F Allowable Direct Costs list, w from the Chief Engineer prior	ritten permission m	lust be received
	DIRECT COST CATEGORY		
	***************************************		
		Prisident de la Communicación	

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)

18.18

#### 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.

Up to State rate maximum

Up to State rate maximum

Actual cost up to \$55/day

Actual cost

ISTHA approval

Actual cost (up to State rate maximum)

Coach Rate with 2 weeks advance purchase with

\$65/full day, \$32.50/half day (4 hours or less)

Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)

Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)

Air Fare

**Vehicles** 

Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)

Vehicle Rental (including tolls)

Vehicle Owned or Leased (does not include

personal vehicles, not owned by the company) (includes tolls)

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

Overnight Delivery/Postage Courier Service Actual Cost
Copies of Deliverables Actual Cost
Specific Insurance – required for project Actual Cost

Specific Insurance – required for project Actual Cost
CADD Actual Costs (Maximum of \$450.00/Mo)

Monuments – Permanent Actual Cost
Advertisements 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
Tables (College and 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

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."

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.:	<u> 1-13-4624</u>	_ Consultant:	Garza Karhoff Engineering, LLC
	<u>E</u>	XHIBIT E - KEY PROJECT PE	ERSONNEL
Project Princip	al:	Brenda G. Karhoff	
Project Manage	er:	Brenda G. Karhoff	
Project Engine	er:		
Resident Engin	leer:		
Documentation	Engineer:	**************************************	
Project Civil Er	ngin <del>ee</del> r:	<u> </u>	
Project Structu	ral Engineer:		
Project Drainaç	ge Engineer:	***************************************	
Senior Enginee	er:		
Others:	Name:		
	Classification:		
	Name:		
	Classification:		
	Name:		
•	Classification:		
	Name:		
	Classification:		



## BRENDA G. KARHOFF, SE, PE PRESIDENT/PROJECT MANAGER

### **EXHIBIT F**

### **CONTRACT <u>I-13-4624</u>**

### (Garza Karhoff Engineering, LLC)

### **SCOPE OF SERVICES**

The Consultant shall provide Design Upon Request Services that may include preparation of contract plans, engineering studies and other technical services as directed by the Illinois Tollway.

Rev. 3/1/2017 EXHIBIT "1"

PAGE ____OF_ EXHIBIT "1"

## **EXHIBIT G**

## Contract No. I-13-4624

## Garza Karhoff Engineering, LLC

## **CURRENT OBLIGATIONS FOR PROJECT**

		Supplements and		
		Extra Work	Fee Remaining	Estimated Date
Route & Job No.	Work Scope & Description of Project	Orders)	To Be Earned	of Completion
[-12-4043	EOWA DUR	\$301,884	\$22,744	8/31/2018
PTB154-007	Phase 1 for IL173 Widening	\$360,355	\$97,095	TBD
<b>[-17-4676</b>	EOWA Northern System Interchange	\$1,339,800	\$912,813	5/30/2020
Grand Ave, Chicago IL	CDOT Grand Ave Bridge over North Branch	\$172,798	\$107,353	TBD
FAU 3533	Village of Franklin Park, Franklin Ave Phase I	\$78,288	\$64,618	TBD
RR-17-4295	Veteran Memorial CM	\$9,275	\$3,600	12/31/2018

Contract No.: 1-13-4624 Consultant: Garza Kerhoff Engineering, LLC	
--------------------------------------------------------------------	--

#### **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.

		- 61100	CHELL	TANTS
UE	3 E / MI	- alibu	CINSIII	IANIA

1			_ 6			
	Direct Labor	<u>s - </u>	-	Direct Labor	3 -	_
	Direct Costs	\$ .	-	Direct Costs	s -	
	Services by Others	\$	-	Services by Others	<u> </u>	<del></del>
	Additional Services **	<u>s</u> .	<u>.</u>	Additional Services **	\$ -	•
	Total this Subconsultant (ULC)		<u>\$</u>	Total this Subconsultant (ULC)		<u> </u>
2			7			
-	Direct Labor	s -	•	Direct Labor	\$ <u>-</u>	_
	Direct Costs	\$ .	_	Direct Costs	\$ -	_
	Services by Others	\$ -		Services by Others	s .	
	Additional Services **	<u> </u>	_	Additional Services **	\$ -	
	Total this Subconsultant (ULC)		<u>.                                    </u>	Total this Subconsultant (ULC)		
3						
-	Direct Labor	s -	_ 8	Direct Labor	<b>\$</b> -	_
	Direct Costs	\$ -	-	Direct Costs	\$ -	-
	Services by Others	\$ -	_	Services by Others	\$ -	_
	Additional Services **	3 -		Additional Services **		
	Total this Subconsultant (ULC)	A-A-A-A	• •	Total this Subconsultant (ULC)	1 m m m m m m m m m m m 1 m 1 m 1 m 1 m	 \$ -
				,		
4	Signature -		. 9		***	-
	Direct Costs	\$ .	•	Direct Labor	<u>*</u> :	_
		\$		Direct Costs	\$	
	Services by Others	\$	-	Services by Others	<u>\$</u> .	
	Additional Services **			Additional Services **	<u>s</u> -	
	Total this Subconsultant (ULC)		<u>*</u>	Total this Subconsultant (ULC)		<u> </u>
s	- 1111111111		. 10		···	_
	Direct Labor	\$		Direct Labor	\$ ·	-
	Direct Costs	3		Direct Costs	<u> </u>	u.
	Services by Others	3		Services by Others	<u>\$</u>	***
	Additional Services **	<u>* </u>	•	Additional Services **	\$ -	
	Total this Subconsultant (ULC)		<u> </u>	Total this Subconsultant (ULC)		<u>\$</u>
Additional	services funds require prior autho	rization before us	•	TOTAL DBE/MBE/WBE S	ubconsultants	
	. ,			litional Services DBE/MBE/WBE Se		
				L Allowable Fee DBE/MBE/WBE St		<del></del>
		DBE/MB	E/WBE Percentage of	itage of Total Fee (Includes Addition Total Fee (does not Include Addition	onal Services):	
R	ev. 9/2013				·	EXHIBIT "1" Version ?
						Page <b>69</b> of <b>70</b>

0	iect	NΛ

1.4	3-4624

Co	ns	ulta	nt:

Garza Karhoff Engineering, LLC

#### **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.

 			6			
Direct Labor		<del></del>		Oirect Labor	\$ .	***
Direct Costs		_		Direct Costs	<u>.</u>	<del></del>
Services by Others		overen.		Services by Others	<u> </u>	_
Additional Services **	-	<del></del>		Additional Services **	<u>.</u>	_
Total this Subconsultant (ULC)		<u>\$</u> .		Total this Subconsultant (ULC)		_ <u>s</u>
		_	7			
Direct Labor				Direct Labor	\$	_
Olrect Costs	······································			Direct Costs	<u> </u>	
Services by Others	********			Services by Others	<u>s</u>	
Additional Services **		<u> </u>		Additional Services **	<u>.</u>	-
Total this Subconsultant (ULC)		<u> </u>		Total this Subconsultant (ULC)		
					·	
 Direct Labor	\$			Direct Labor	\$	•
Direct Costs	\$ <u>-</u>			Direct Costs	\$	
Services by Others		_		Services by Others	\$	
Additional Services **	<u>s</u> -	•••		Additional Services **	\$ .	
Total this Subconsultant (ULC)		\$		Total this Subconsultant (ULC)		<u> </u>
 			9			
Direct Labor	<u>:</u>	-	_	Direct Labor	\$ -	
Direct Costs	<u>s</u> .			Direct Coats	<u> </u>	-
Services by Others	<u>.</u>	<del></del>		Services by Others		_
Additional Services **	<u>s</u> .	ile is		Additional Services **	\$ .	
Total this Subconsultant (ULC)		<u>.</u>		Total this Subconsultant (ULC)		\$
 		_	10 _			
Direct Labor	\$ .	<b></b> -		Direct Labor	\$	
Direct Costs	<u>.</u>	out.		Direct Costs	<u>s</u> .	
Services by Others	\$	nun.		Services by Others	\$	•
Additional Services **	<u> </u>	<del>_</del> .		Additional Services **	<u> </u>	_
Total this Subconsultant (ULC)		<u> </u>		Total this Subconsultant (ULC)		\$

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