

RESOLUTION NO. 21992

Background

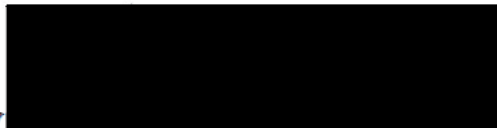
The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No 21279 approved May 25,2017, entered into an Agreement with Environmental Design International, Inc. on Contract No. RR-16-4267, for Design Services, Systemwide.

Per Tollway request, Environmental Design International, Inc. submitted a proposal to provide Supplemental Design Services for Contract No. RR-16-4267 in an amount not to exceed \$450,000.00, increasing the contract upper limit from \$3,900,000.00 to \$4,350,000.00. It is necessary and in the best interest of the Tollway to accept Environmental Design International, Inc.’s proposal.

Resolution

The Chief Engineering Officer is authorized to negotiate an Amended Agreement with Environmental Design International, Inc., consistent with the aforementioned proposal, to increase the contract upper limit by \$450,000.00, subject to review and approval by the General Counsel. The Chairman/Chief Executive Officer of the Tollway is authorized to execute the Agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by

A large black rectangular redaction box covering the signature of the Chairman.

Chairman

A small handwritten mark or flourish below the word "Chairman".



Contract: RR-16-4267 Supplement I **PSB:**

Consultant: Environmental Design International, Inc.

PM: Laura Thompson

Reviewer: Sherita Kelly **Review Date:** 3/30/20

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

Exhibits E, B and G

Environmental Design International, Inc. (Revised and completed)

- **Please provide the Insurance documents for this supplement.**
- **Exhibit E: Key Personnel-** ONLY key employees are listed on this exhibit per the PSB item description for required key personnel. The names that were submitted on the SOI to fulfill the PSB required key personnel are the ONLY names that need to be listed and SHOULD match. This means that not every Consultant will have Key Personnel. In the event there is a change to Key Personnel from what was submitted per the SOI, please include a letter of justification for the change, addressed to **Mr. Paul Kovacs, Chief Engineering Officer**. This letter needs to be submitted to the PM for review and approval, copy myself. The letter should be submitted as soon as possible

Singh & Associates, Inc. (Revised and Complete)

- **Exhibit B: Calculations are off by .01 cent, please correct to exact dollars.**
- **Exhibit G: Should be marked NA**



March 2, 2020

Mr. Graig Neville, P.E., CFM, CPESC
Environmental Design International, Inc. (EDI)
33 West Monroe, Suite 1825
Chicago, Illinois 60603

**RE: Contract RR-16-4267
Maintenance Facilities Site Design
Key Personnel Change**

Dear Mr. Neville:

The Illinois Tollway has reviewed and approves your request to change Key Personnel Position(s): Project Engineer and Project Manager. As requested in your February 18, 2020 correspondence, Ms. Jillyn O'Shea, P.E. will assume the responsibilities of Project Manager and Mr. Kyle Chamberlain, P.E. will assume the responsibilities of Project Engineer for design services on contract RR-16-4267. These changes will not impact your upper limit of compensation.

Thank you for complying with Tollway Requirements in regards to this request, and please be mindful to provide similar requests when there is need to change a Tollway designated Key Personnel position. If you have any questions or need additional clarification, please contact Laura Thompson, project manager at 630/241-6800, ext. 6210.

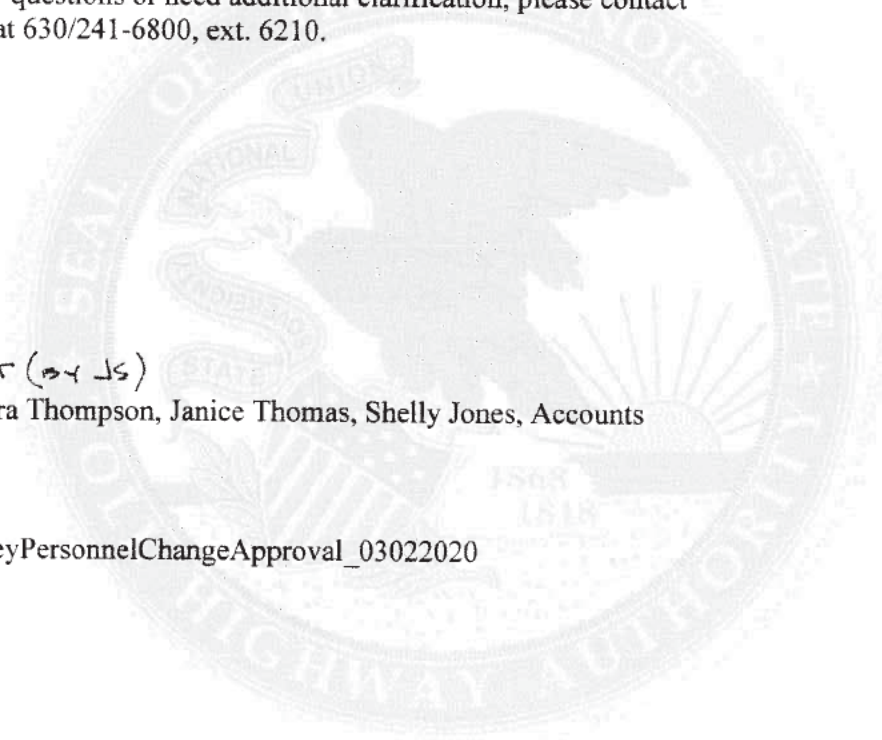
Sincerely,

Paul D. Kovacs, P.E.
Chief Engineering Officer

PDK/lh

cc: Greg Stukel, Ed Flores, Laura Thompson, Janice Thomas, Shelly Jones, Accounts Payable

File: 04-4267-01-10
LT_Tollway_PDK_4267-KeyPersonnelChangeApproval_03022020





*Environmental Design
International inc.*

33 W. Monroe St., Suite 1825
Chicago, Illinois 60603
*phone: 312.345.1400
fax: 312.345.0529
www.envdesigni.com*

February 18, 2020

Ms. Laura Thompson
Project Manager
Illinois State Toll Highway Authority
2700 Ogden Ave.
Downers Grove, Illinois 60515


Subject: **RR-16-4267 Maintenance Facilities Change in Key Personnel**

Dear Ms. Thompson:

I have enjoyed working with the Tollway team on the Maintenance Facilities project. As part of my departure I will be transitioning Project Management responsibilities to Jillyn O'Shea, P.E. and Project Engineer responsibilities will be performed by Kyle Chamberlain, P.E.

Attached with this letter is an updated Exhibit E along with resumes for the above.

Sincerely,
Environmental Design International, inc.



Graig Neville, P.E., CFM
Vice President, Civil Engineering

cc:

Contract No.: RR-16-4267

Consultant: Environmental Design International inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Michael Ring

Project Manager: Jillyn O'Shea

Project Engineer: Kyle Chamberlain

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: Glenn Schirmer

Others: Name: William Fleming

Classification: Surveyor II

Name: _____

Classification: _____

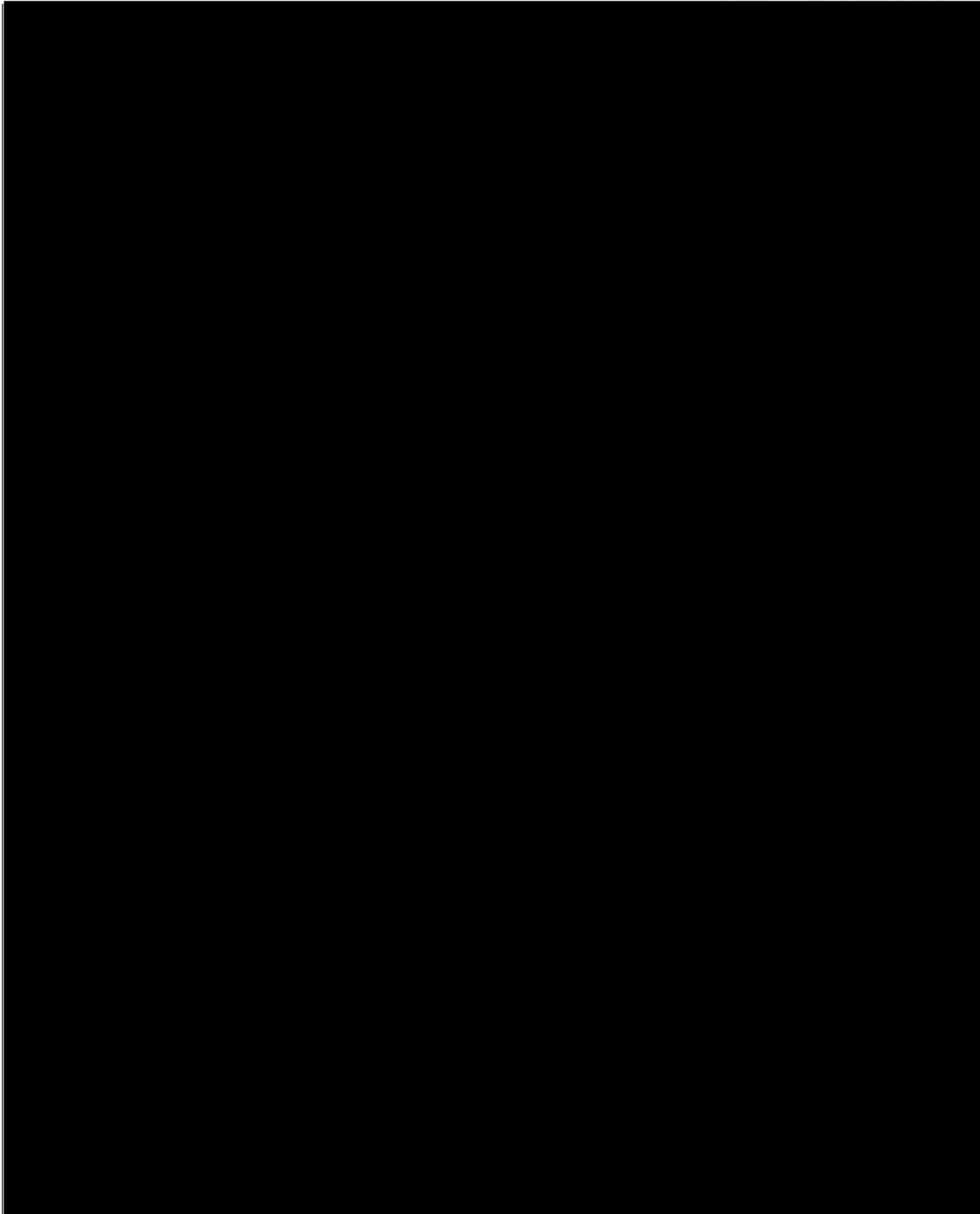
Name: _____

Classification: _____

Name: _____

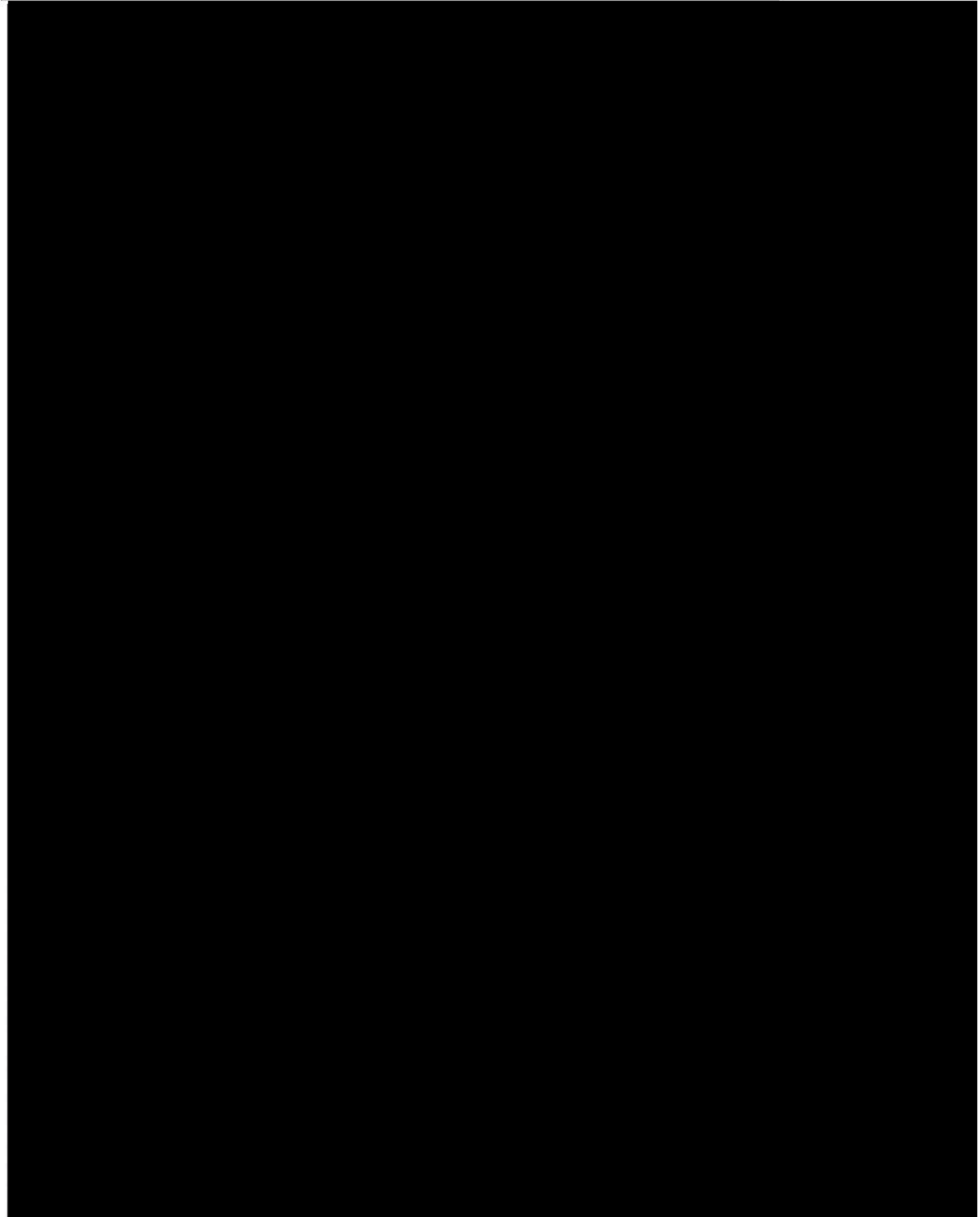
Classification: _____

KYLE J. CHAMBERLAIN, P.E.
SENIOR PROJECT ENGINEER





K. J. Chamberlain
(continued)

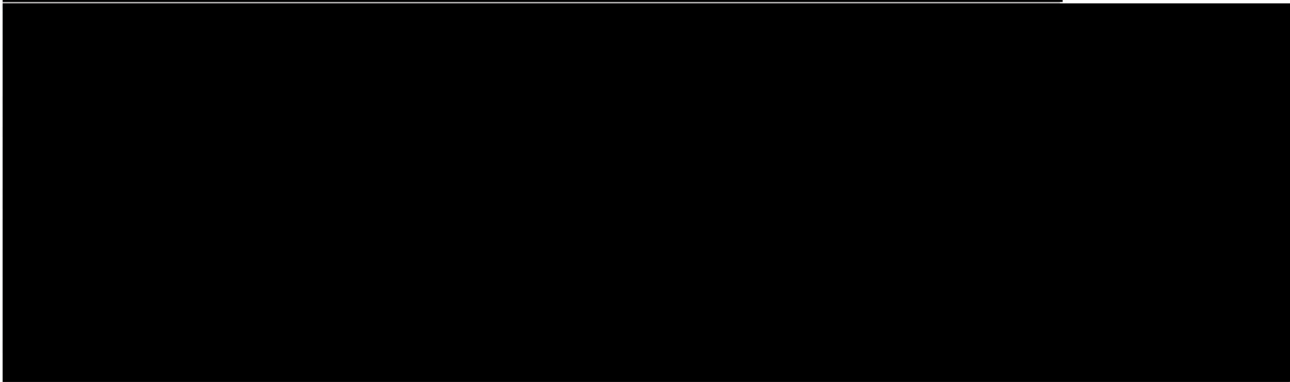
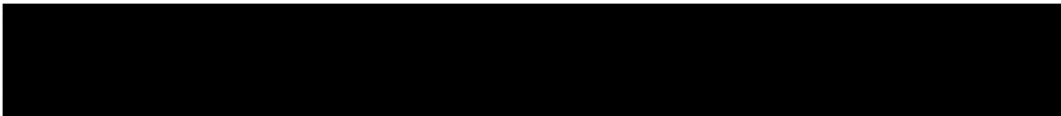




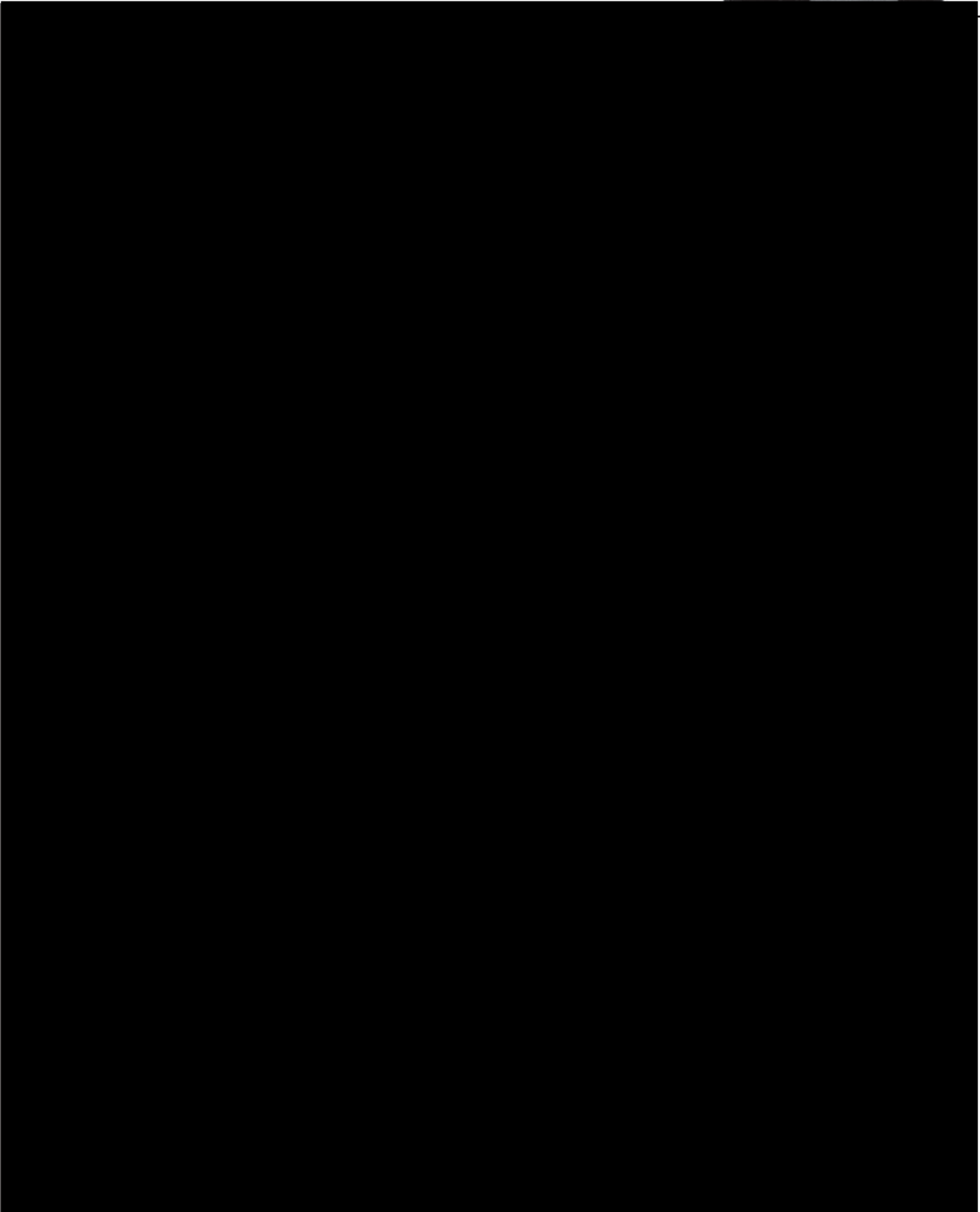
K. J. Chamberlain
(continued)



K. J. Chamberlain
(continued)

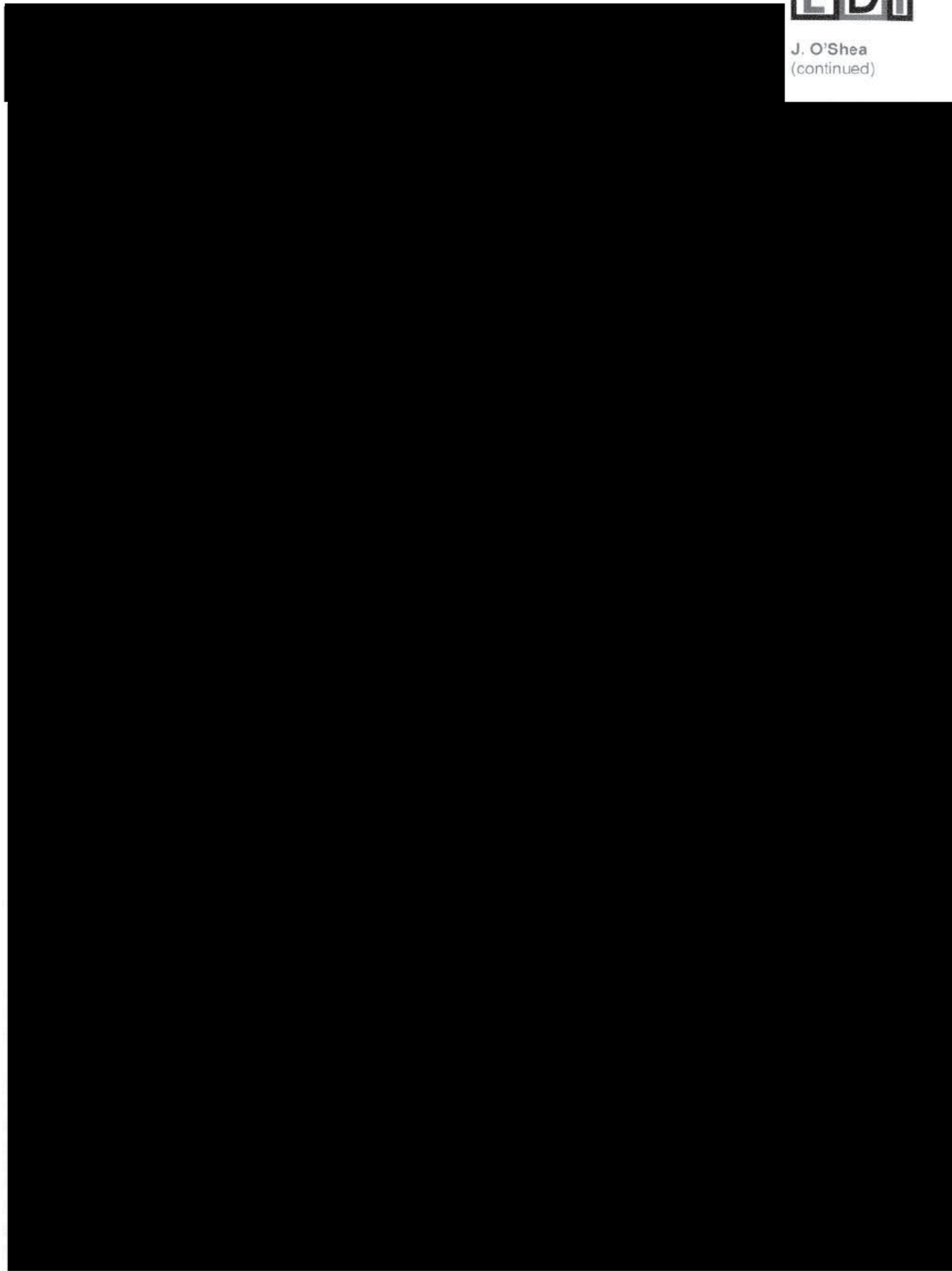


JILLYN K. O'SHEA, PE
CIVIL PROJECT MANAGER



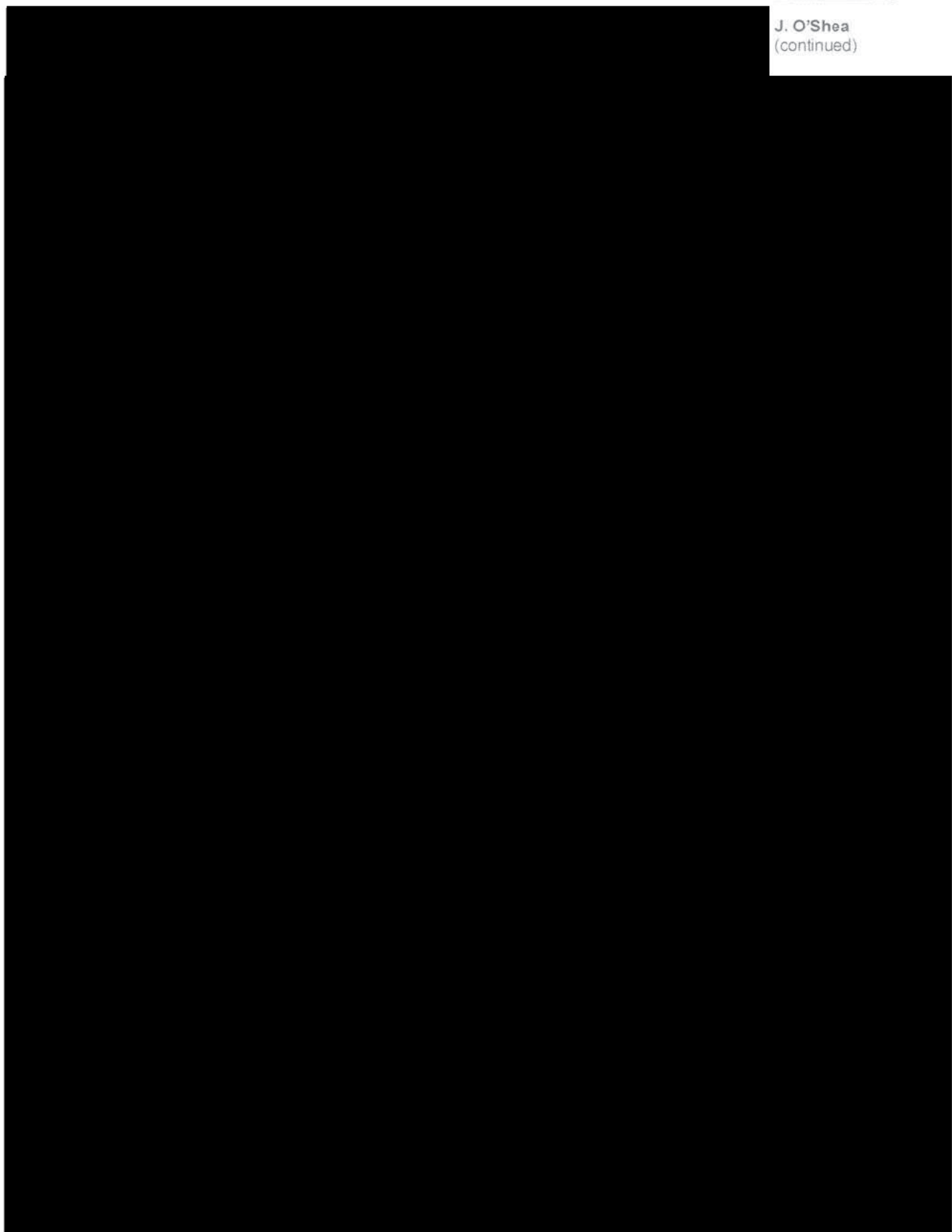


J. O'Shea
(continued)





J. O'Shea
(continued)

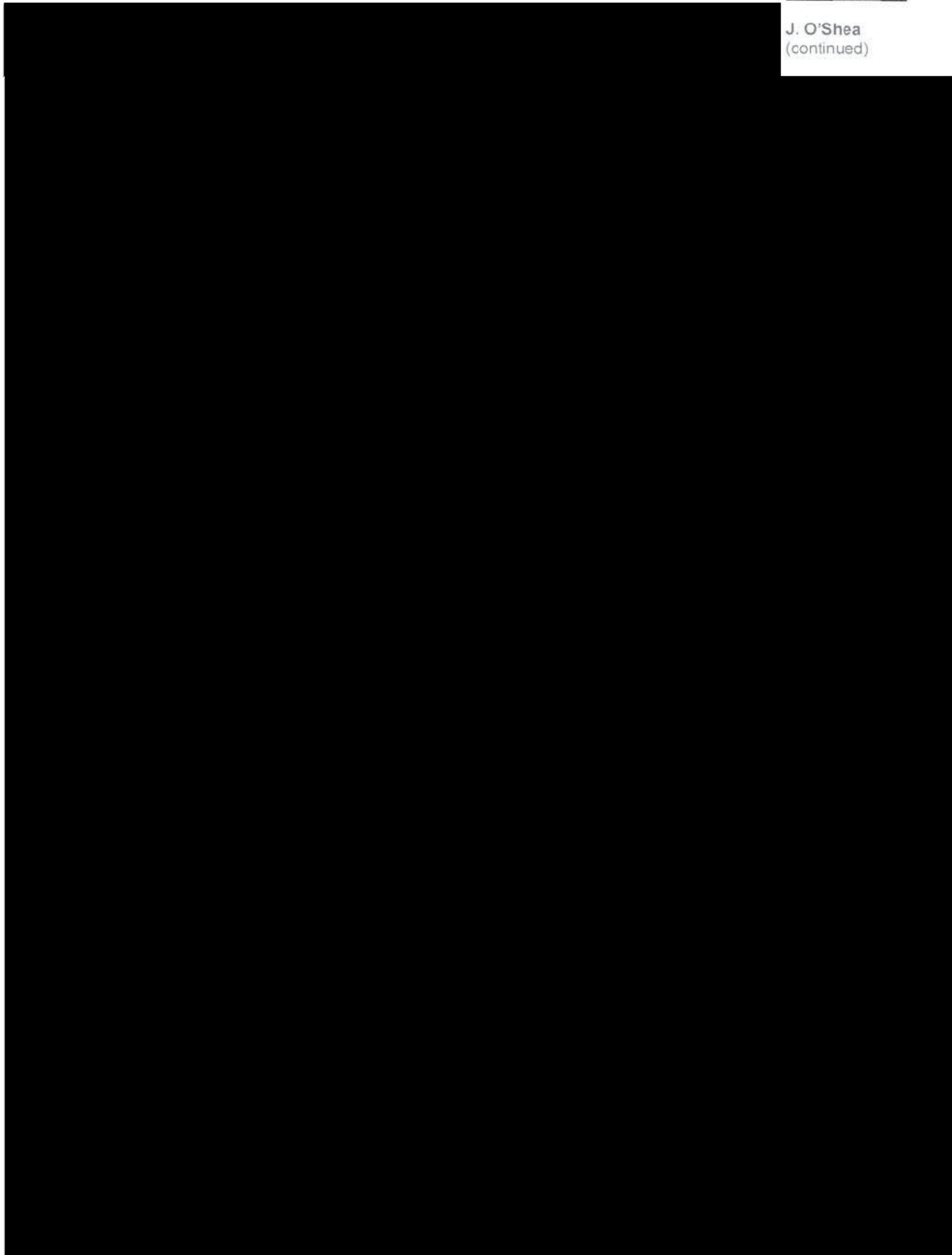




J. O'Shea
(continued)

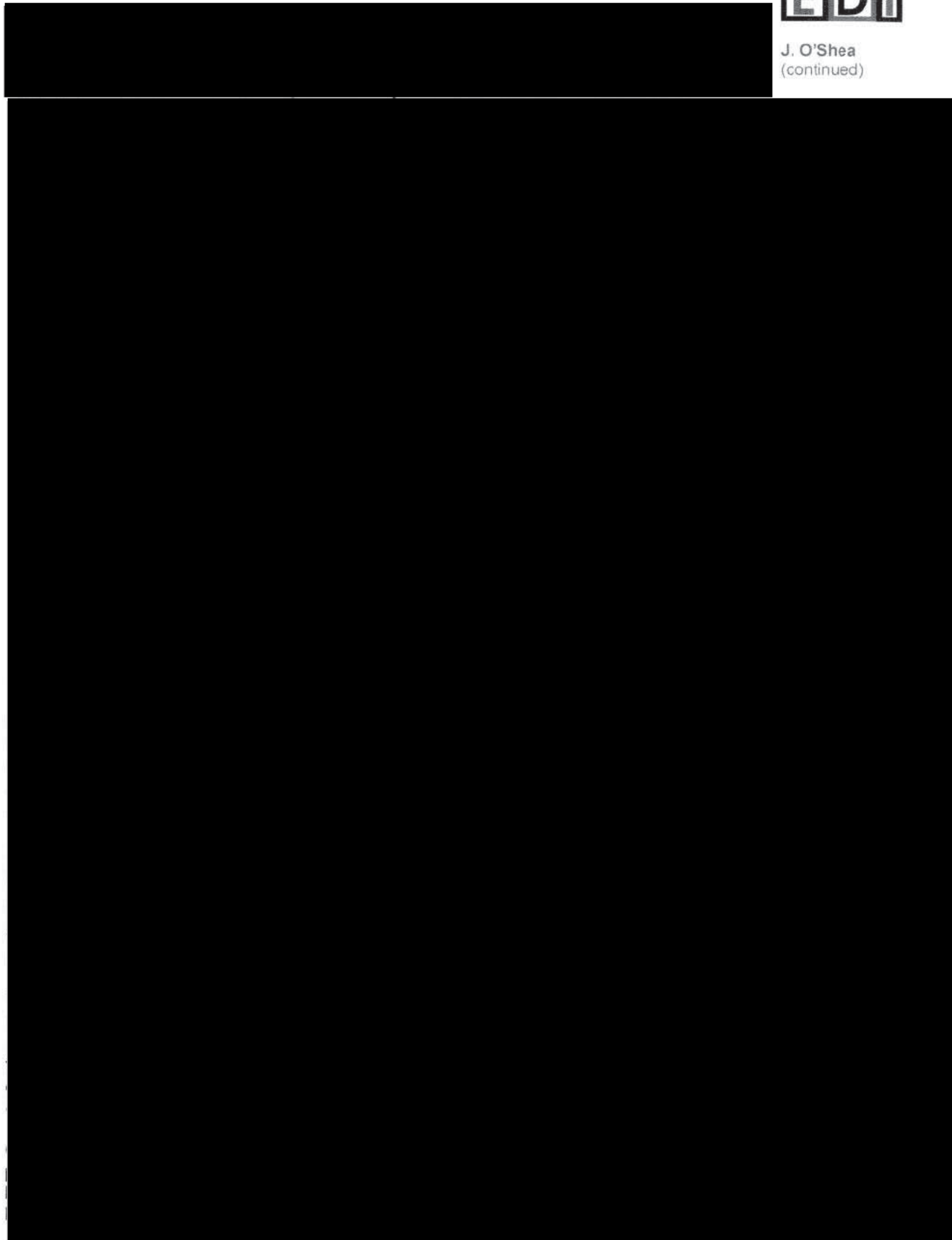


J. O'Shea
(continued)



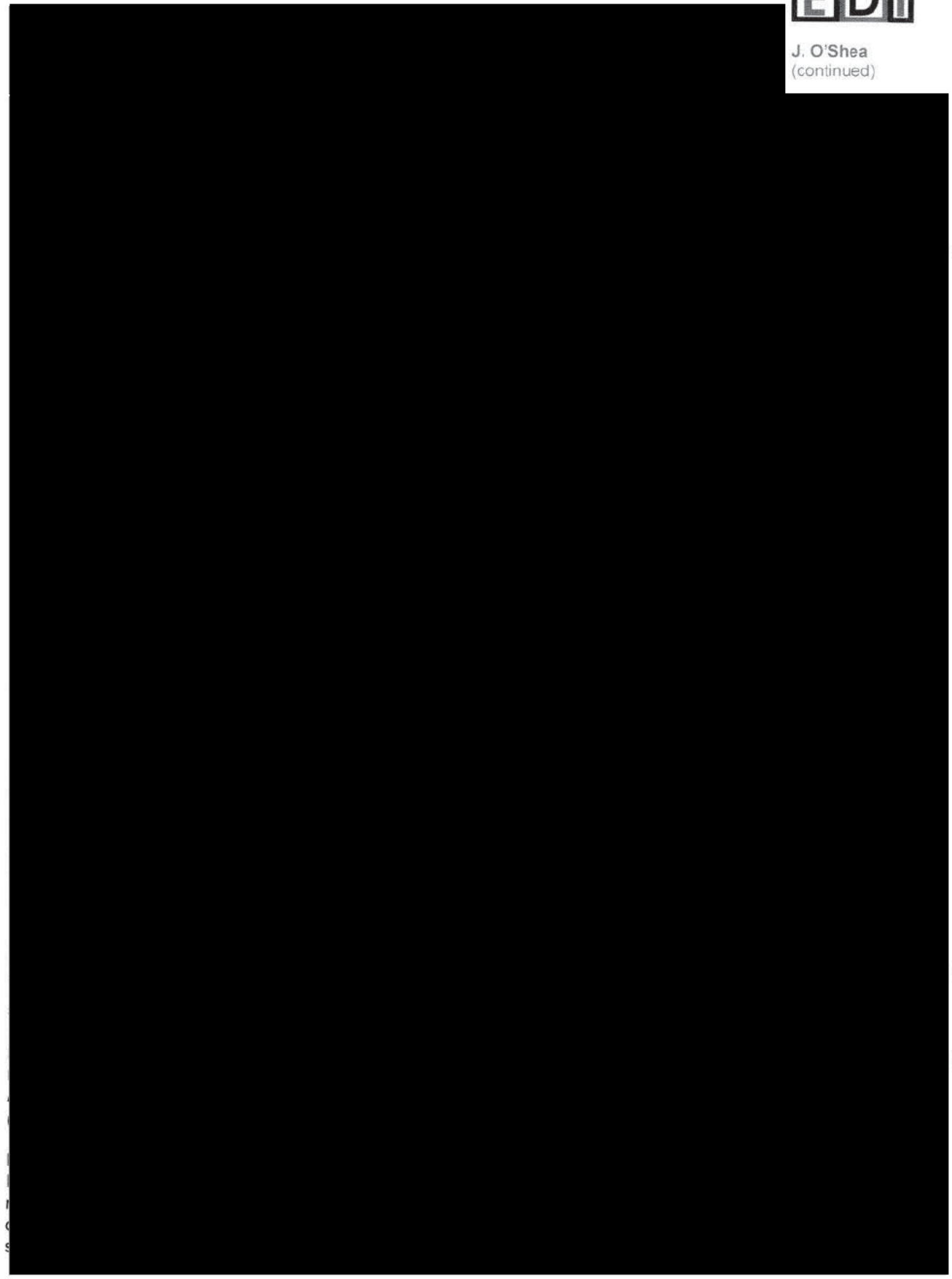


J. O'Shea
(continued)



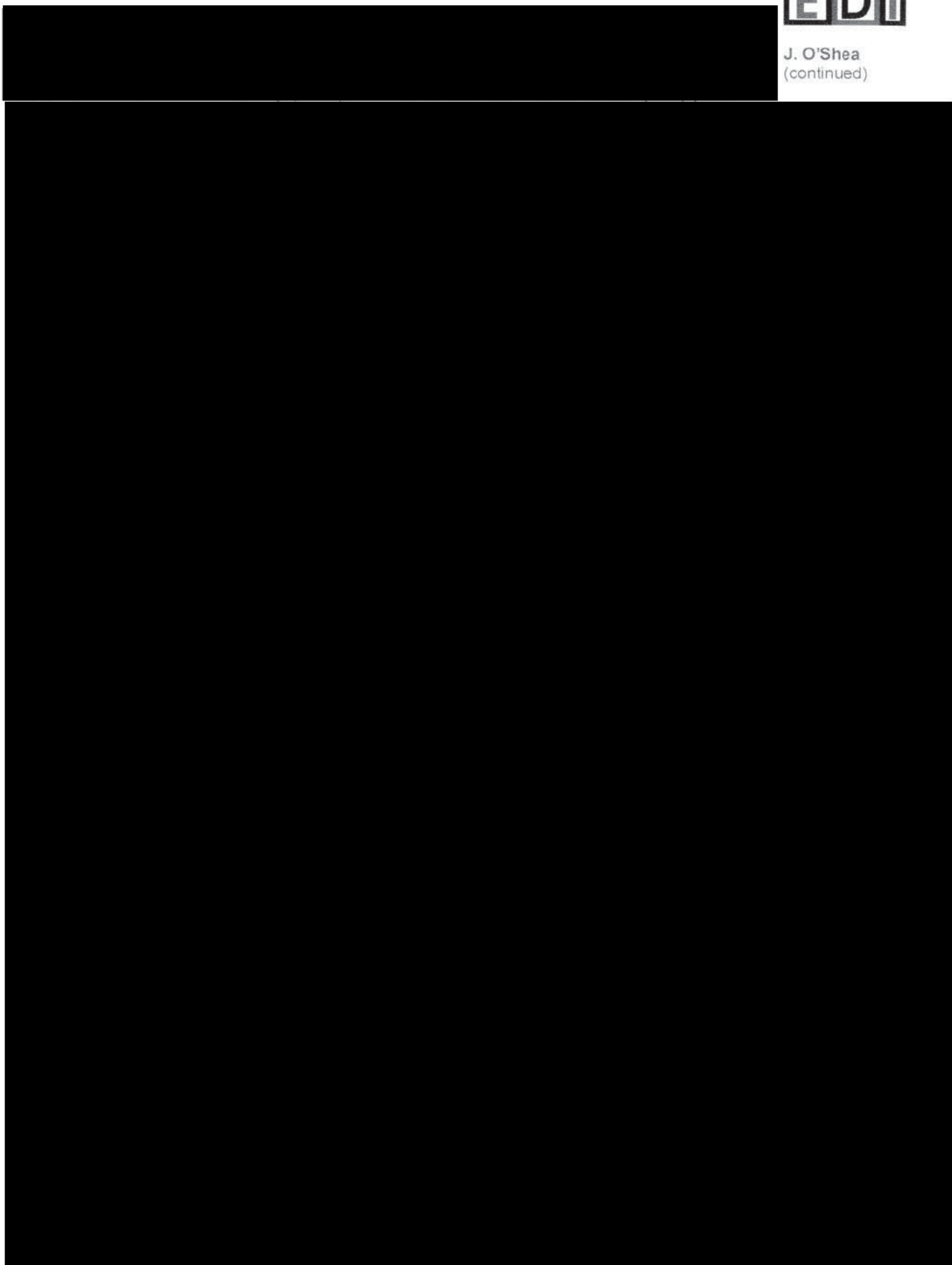


J. O'Shea
(continued)





J. O'Shea
(continued)





J. O'Shea
(continued)

From: [Thompson, Laura](#)
To: [Kelly, Sherita](#); [Kyle Chamberlain](#)
Cc: [Stukel, Gregory](#); [Williams, Donna](#)
Subject: RE: RR-16-4267_Environmental Design_Supplement I
Date: Thursday, April 16, 2020 1:21:40 PM

Sharita-

Please see attached memo. This approval was routed through the Chief engineer prior to the supplement documents being submitted. Please let me know if you need anything else.

Thanks,

Laura Thompson, P.E.

(331) 481-3070
(630) 241-6800 x6210

From: Kelly, Sherita
Sent: Thursday, April 16, 2020 1:10 PM
To: Kyle Chamberlain <kchamberlain@envdesigni.com>
Cc: Thompson, Laura <lthompson@getipass.com>; Stukel, Gregory <gstukel@getipass.com>; Williams, Donna <DMWilliams@getipass.com>
Subject: RE: RR-16-4267_Environmental Design_Supplement I

Hi Kyle-

Hope that you have been well. I am in the process of a final review of the documents submitted for the supplement before requesting approval and signatures. I noticed you are not included as Key Personnel on the original contract in 2017.

While I'm fairly new at this process and still learning procedures, I believe there should be a memo/letter submitted to our Chief Engineering Officer, Mr. Paul Kovacs regarding any Key Staff personnel changes.

I don't believe this will prevent me from moving forward, but I would like to have this information as soon as possible.

Thanks,

Sherita Kelly
Contract Analyst
Illinois State Toll Highway Authority
P 630-241-6800 Ext. 4645
skelly@getipass.com

From: Kyle Chamberlain <kchamberlain@envdesigni.com>
Sent: Monday, March 23, 2020 12:26 PM

To: Kelly, Sherita <skelly@getipass.com>
Cc: Thompson, Laura <lthompson@getipass.com>; Flores, Ed <Eduardo.Flores@getipass.com>;
Stukel, Gregory <gstukel@getipass.com>; Williams, Donna <DMWilliams@getipass.com>
Subject: RE: RR-16-4267_Environmental Design_Supplement I

Sherita –

Great timing! I just saw your email come through as I was preparing this response.

Please see the attachments for the revised Singh exhibits as well as the Insurance paperwork for EDI. Should you have any questions or concerns with any of this, do not hesitate to contact me.

Also, please note that the Tollway has all of the resumes for the key personnel involved and new personnel has not been added for this supplement.

Thank you and stay safe,

Kyle Chamberlain, PE

Civil Project Manager kchamberlain@envdesigni.com
Office: 312.345.1400
Cell: 773.203.3553

From: Kelly, Sherita <skelly@getipass.com>
Sent: Friday, March 20, 2020 12:00 PM
To: Kyle Chamberlain <kchamberlain@envdesigni.com>
Cc: Thompson, Laura <lthompson@getipass.com>; Flores, Ed <Eduardo.Flores@getipass.com>;
Stukel, Gregory <gstukel@getipass.com>; Williams, Donna <DMWilliams@getipass.com>
Subject: RE: RR-16-4267_Environmental Design_Supplement I

This email is from an external source.

Hi Kyle-

What is the status of the pending items?

Thanks,

Sherita Kelly
Contract Analyst
Illinois State Toll Highway Authority
P 630-241-6800 Ext. 4645
skelly@getipass.com

From: Kyle Chamberlain <kchamberlain@envdesigni.com>
Sent: Thursday, March 19, 2020 3:08 PM
To: Kelly, Sherita <skelly@getipass.com>
Cc: Thompson, Laura <lthompson@getipass.com>; Flores, Ed <Eduardo.Flores@getipass.com>;

Stukel, Gregory <gstukel@getipass.com>; Williams, Donna <DMWilliams@getipass.com>

Subject: RE: RR-16-4267_Environmental Design_Supplement I

Sherita –

Just wanted to give you a quick update about this. I am still waiting on the Insurance paperwork but have finalized everything else.

Once I receive the final documents, I will FWD all to you to continue your review.

Kyle Chamberlain, PE

Civil Project Manager kchamberlain@envdesigni.com

Office: 312.345.1400

Cell: 773.203.3553

From: Kelly, Sherita <skelly@getipass.com>

Sent: Wednesday, March 18, 2020 8:39 AM

To: Kyle Chamberlain <kchamberlain@envdesigni.com>

Cc: Thompson, Laura <lthompson@getipass.com>; Flores, Ed <Eduardo.Flores@getipass.com>;

Stukel, Gregory <gstukel@getipass.com>; Williams, Donna <DMWilliams@getipass.com>

Subject: RR-16-4267_Environmental Design_Supplement I

This email is from an external source.

Good morning-

I have completed the initial review of your proposal. Please see the attached summary and update your proposal according to the items listed and send it back to us as soon as possible. If you have questions, please let me know.

Thanks,

Sherita Kelly

Contract Analyst

Illinois State Toll Highway Authority

P 630-241-6800 Ext. 4645

skelly@getipass.com

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Business & Contact Information

BUSINESS NAME	Environmental Design International, Inc.
OWNER	Ms. Leslie J. Sawyer
ADDRESS	33 W. Monroe St., Ste. 1825 Chicago, IL 60603 Map This Address
PHONE	312-345-1400
FAX	312-345-0529
EMAIL	lsawyer@envdesigni.com

Certification Information

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	MBE - Minority Business Enterprise
CERTIFICATION DATE	7/27/2018
RENEWAL DATE	5/15/2020
EXPIRATION DATE	5/15/2020
CERTIFIED BUSINESS DESCRIPTION	NAICS 541330 Engineering services NAICS 541350 Building inspection services NAICS 541370 Surveying and mapping services (except geophysical) NAICS 541620 Environmental consulting services NAICS 561210 Facility Support Services NAICS 562910 Remediation Services

Commodity Codes

Code	Description
NAICS 541330	Engineering services
NAICS 541350	Building inspection services
NAICS 541370	Surveying and mapping services (except geophysical)
NAICS 541620	Environmental consulting services
NAICS 561210	Facilities (except computer operation) support services

NAICS 562910

Remediation Services

Additional Information

WARD

42

COMMUNITY AREA

32 Loop

Business & Contact Information

BUSINESS NAME	Environmental Design International, Inc.
OWNER	Ms. Leslie J. Sawyer
ADDRESS	33 W. Monroe St., Ste. 1825 Chicago, IL 60603 Map This Address
PHONE	312-345-1400
FAX	312-345-0529
EMAIL	lsawyer@envdesigni.com

Certification Information

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	WBE - Women Business Enterprise
CERTIFICATION DATE	7/27/2018
RENEWAL DATE	5/15/2020
EXPIRATION DATE	5/15/2020
CERTIFIED BUSINESS DESCRIPTION	NAICS 541330 Engineering services NAICS 541350 Building inspection services NAICS 541370 Surveying and mapping services (except geophysical) NAICS 541620 Environmental consulting services NAICS 561210 Facility Support Services NAICS 562910 Remediation Services

Commodity Codes

Code	Description
NAICS 541330	Engineering services
NAICS 541350	Building inspection services
NAICS 541370	Surveying and mapping services (except geophysical)
NAICS 541620	Environmental consulting services
NAICS 561210	Facilities (except computer operation) support services

NAICS 562910

Remediation Services

Additional Information

WARD

42

COMMUNITY AREA

32 Loop

Business & Contact Information

BUSINESS NAME	Singh & Associates Inc., DBA S Singh & Associates Inc
OWNER	Ms. Harvind Singh
ADDRESS	230 W MONROE ST STE 1400 CHICAGO, IL 60606-4802 Map This Address
PHONE	312-629-0240
FAX	312-629-8449
EMAIL	hkaur@singhinc.com

Certification Information

CERTIFYING AGENCY	Cook County
CERTIFICATION TYPE	MBE - Minority Business Enterprise
CERTIFICATION DATE	2/14/2019
RENEWAL DATE	6/13/2020
EXPIRATION DATE	6/13/2020
CERTIFIED BUSINESS DESCRIPTION	Licensed Professional Services: Design & Construction Engineering Services

Commodity Codes

Code	Description
NAICS 541330	Construction engineering services
NAICS 541330	Engineering design services
NAICS 541330	Engineering services

Additional Information

Business & Contact Information

BUSINESS NAME **Singh & Associates Inc., DBA S Singh & Associates Inc**

OWNER **Ms. Harvind Singh**

ADDRESS **230 W MONROE ST STE 1400 CHICAGO, IL 60606-4802** [Map This Address](#)

PHONE **312-629-0240**

FAX **312-629-8449**

EMAIL hkaur@singhinc.com

Certification Information

CERTIFYING AGENCY **Cook County**

CERTIFICATION TYPE **WBE - Women Business Enterprise**

CERTIFICATION DATE **2/14/2019**

RENEWAL DATE **6/13/2020**

EXPIRATION DATE **6/13/2020**

CERTIFIED BUSINESS DESCRIPTION **Licensed Professional Services: Design & Construction Engineering Services**

Commodity Codes

Code	Description
NAICS 541330	Construction engineering services
NAICS 541330	Engineering design services
NAICS 541330	Engineering services

Additional Information



Search Cyberdriveillinois.com

Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number	56289569
Entity Name	ENVIRONMENTAL DESIGN INTERNATIONAL, INC.
Status	ACTIVE

Entity Information	
Entity Type	CORPORATION
Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	Friday, 22 February 1991
State	ILLINOIS
Duration Date	PERPETUAL

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

Name	ELIZABETH D SHARP
Address	200 S WACKER DR STE 2300 CHICAGO , IL 60606
Change Date	Tuesday, 13 February 2018

Annual Report	
Filing Date	Thursday, 16 January 2020
For Year	2020

Officers	
President Name & Address	LESLIE J. SAWYER, 33 W MONROE#1825, CHICAGO, IL 60603
Secretary Name & Address	ANGELA T. ROBERTS 33 W MONROE#1825, CHICAGO, IL 60603

Old Corp Name	
09/22/1993	ENVIRONMENTAL S/E SERVICES, INC.

[Return to Search](#)

[Purchase Certificate of Good Standing](#)

(One Certificate per Transaction)

[File Annual Report](#)

[Adopting Assumed Name](#)

[Articles of Amendment Effecting A Name Change](#)

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

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:21 03/24/20

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/24/20 AT 10:13 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *****[REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:21 03/24/20

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/24/20 AT 10:16 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *****[REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:21 03/24/20

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/24/20 AT 10:17 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *****[REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

From: Kyle Chamberlain
To: [Thompson, Laura](#); [Jillyn O'Shea](#); [Kelly, Sherita](#)
Cc: [Flores, Ed](#); [Leslie Sawyer](#)
Subject: RE: 4267 Supplement Agreement Requiring signature
Date: Tuesday, April 14, 2020 9:08:40 AM

Laura and Sherita –

Please see the attached document for the Supplement Agreement as signed by our President, Leslie Sawyer. I authorize the attached document for processing.

I have the additional hard copies with wet signatures and will be mailing them later on tonight or tomorrow, so hopefully they will be coming in early next week. Honestly, I have no idea if this unprecedented pandemic has affected the USPS, so I will keep my fingers crossed.

If, by chance, you do not receive this material by end of next week, please follow up and we can coordinate on this further.

Thanks and stay safe,

Kyle Chamberlain, PE

Civil Project Manager kchamberlain@envdesigni.com
Office: 312.345.1400
Cell: 773.203.3553

From: Thompson, Laura <ltompson@getipass.com>
Sent: Wednesday, March 25, 2020 10:19 AM
To: Kyle Chamberlain <kchamberlain@envdesigni.com>; Jillyn O'Shea <joshea@envdesigni.com>
Cc: Flores, Ed <Eduardo.Flores@getipass.com>
Subject: 4267 Supplement Agreement Requiring signature

This email is from an external source.

Kyle-

Please see the attached agreement document for the supplement. This document will need to be signed and emailed to Sherita skelly@getipass.com and myself with Leslie's signature. Once that is complete, please mail **2 original** signatures to the below attention.

Illinois Tollway
Attn: Sherita Kelly
Contract Analyst - Procurement
2700 Ogden Ave
Downers Grove, IL 60515

Let me know if there are any questions.

Thanks,

Laura Thompson, P.E.
Senior Project Engineer

Illinois Tollway
Lthompson@getipass.com
(331) 481-3070
(630) 241-6800 x6210

2700 Ogden Ave
Downers Grove, IL 60515

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DESIGN SECTION ENGINEER
FIRST SUPPLEMENTAL AGREEMENT

The Board of Directors, on the 26th day of **March, 2020**, authorized this **FIRST SUPPLEMENTAL AGREEMENT** to be entered into by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter sometimes referred to as "TOLLWAY", and **ENVIRONMENTAL DESIGN INTERNATIONAL, 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 16-3, Item 3**, and DESIGN SECTION ENGINEER entered into an agreement on **May 25, 2017**, to provide design section engineering services (hereinafter "Services") for Contract No. **RR-16-4267** for **Maintenance Facilities Site Design**; 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 **March 11, 2020**, a copy of which is attached hereto as Exhibit "1", to provide said additional Services, and it is in the best interest of the TOLLWAY to accept said proposal.

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

ARTICLE I

General Provisions

Except as modified or changed herein, all terms, provisions and conditions contained in the original agreement between the TOLLWAY and the DESIGN SECTION ENGINEER dated **May 25, 2017** ("Original Agreement") and commonly referred to as Contract No. **RR-16-4267**, shall govern this agreement and be in full force and effect, however, any changes to multipliers, unit costs, prices and/or rates of compensation shall only be applied to Services rendered solely under this Supplement pursuant to changes in the scope of work. The supplemental proposal attached as Exhibit "1" is hereby made a part of this Supplemental Agreement.

ARTICLE II

Time of Performance

The DESIGN SECTION ENGINEER shall perform the services herein until the latest of the end date of the original agreement, the end date of the most recent supplemental agreement, the end date of any previously approved contract renewal or

amendment or the last day of the last month of the last year of the schedule included at Exhibit "A" in the attached proposal.

ARTICLE III

Reaffirmation of Original Agreement

All covenants and agreements contained in the Original Agreement made and entered into by and between the TOLLWAY and DESIGN SECTION ENGINEER and all prior Supplemental Agreements, if any, to provide Services for Contract No. **RR-16-4267** for **Maintenance Facilities Site Design** are reaffirmed and shall govern this Agreement as if fully set forth herein, it being the intent that this Agreement shall be a supplement to said agreement(s).

ARTICLE IV

Record Retention and Audit

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

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

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

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

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

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

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

ARTICLE V

Compensation

The upper limit of compensation for said supplemental Services for Contract No. **RR-16-4267** for **Maintenance Facilities Site Design** performed by the DESIGN SECTION ENGINEER under the Original Agreement and including the services set forth herein, is hereby increased from \$ **3,900,000.00** by \$ **450,000.00** to \$ **4,350,000.00**.

ARTICLE VI

Report of a Change in Circumstances

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

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

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

ARTICLE VII


EXPATRIATED ENTITIES

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

IN WITNESS WHEREOF, the parties hereto have executed this **FIRST SUPPLEMENTAL AGREEMENT** for **RR-16-4267** the day and year first above written.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY

**ENVIRONMENTAL DESIGN
INTERNATIONAL, INC.**


By  05/26/2020
Willard S. Evans, Jr. (May 26, 2020 23:51 CDT)
Chairman/CEO – Signature Date
Willard S. Evans, Jr.

 3/25/20
President-Signature Date

LESLIE J. SAWYER
Printed Name as Signed Above

APPROVED:
 05/26/2020
José R. Alvarez (May 26, 2020 08:25 CDT)
Executive Director - Signature Date
Jose Alvarez

APPROVED:
 05/04/2020
Chief Financial Officer - Signature Date
Cathy R. Williams

APPROVED:
 05/04/2020
Kathleen R. Pasulka-Brown (May 4, 2020)
General Counsel – Signature Date
Kathleen Pasulka-Brown

Approved as to Form and Constitutionality


Robert Lane, A.A.G. (May 4, 2020)

05/04/2020

Attorney General, State of Illinois - Signature Date

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

FOR CONTRACT NUMBER RR-16-4267

This proposal, dated March 11, 2020, is submitted by Environmental Design International, Inc. of Chicago, Illinois for Design Section Engineer's Service.

DESCRIPTION/LOCATION OF DESIGN SECTION

The location of the construction Contract RR-16-4267 for which we propose to provide Design Section Engineering Services is for Maintenance Facilities Site Design, in Cook, DuPage, Lake and Kane County (Counties), Illinois.

REAFFIRMATION OF ORIGINAL AGREEMENT

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

SCOPE OF SUPPLEMENTAL DESIGN SECTION ENGINEERING SERVICES

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

FEE PROPOSAL

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

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

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

invoicing during the project.

AGREEMENT LIMITS

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

The Upper Limit Compensation shall be increased

from \$ 3,900,000.00 by \$ 450,000.00 to \$ 4,350,000.00.

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

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

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

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

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

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

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

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

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

PARTIAL PAYMENTS

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

REVISIONS TO SUPPLEMENTAL SCOPE OF WORK

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

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

CONTRACT RR-16-4267

SUBMITTED BY:

FIRM NAME: Environmental Design International, Inc.

ADDRESS: 33 West Monroe, Suite 1825

**CITY, STATE &
ZIP CODE:** Chicago, Illinois 60603

TELEPHONE: 312-345-1400

FACSIMILE: 312-345-0529

SIGNED BY:



PRINTED NAME: Jillyn O'Shea

TITLE: Project Manager

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT

Paragraph **A.1. Who Is an Insured** of **SECTION II — LIABILITY COVERAGE** is amended to include the following:

Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

1. The coverage and/or limits of this policy, or
2. The coverage and/or limits required by said contract or agreement.

**COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED 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)	Location(s) Of Covered Operations
WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT	
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:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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

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

C. 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.

Contract Information Sheet

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

Consultant Name: Environmental Design International inc.

Contract Number: RR-16-4267

Proposal Date: 3/11/2020

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-16-4267

Consultant: Environmental Design International inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

Grand Total Exhibit A Hours 1148

TASK	MONTHS of YEAR 2020												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
1. M-16 EOWA				24	24	34							82
2. M-1 Truck Wash						25	25						50
3. M-8				25	25	25	25	25	25	25	25	25	225
4. M-2													
5. M-14 Annex B													
6. Remaining Labor					666								666
TOTALS				49	715	84	50	25	25	25	25	25	1023

Contract Number: RR-16-4267

Consultant: Environmental Design International inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
1. M-16 EOWA													
2. M-1 Truck Wash													
3. M-8	25	25	25	25	25								125
4. M-2													
5. M-14 Annex B													
TOTALS	25	25	25	25	25								125

Contract No.: RR-16-4267

Consultant: Environmental Design International inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Michael Ring

Project Manager: Jillyn O'Shea

Project Engineer: Kyle Chamberlain

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: Glenn Schirmer

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

EXHIBIT F

Contract No. RR-16-4267

Environmental Design International inc.

SCOPE OF SERVICES

The scope of work for this supplement includes M1 Truck Wash advertisement, LEED application Support for M8 and M16 and Phase III construction support for M2, M8, and M14 Annex B/Plaza 99.

EXHIBIT G

Contract No. RR-16-4267

Environmental Design International inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
RR-16-4267	Maintenance Facilities Site Desigr	\$1,289,565.80	\$151,076.80	5/15/2021
PTB 175-09	Land Acquisition US 45 / IL 21, D1	\$1,000,000.00	\$810,929.00	9/15/2025
PTB 176-01	Hazardous Waste (Sub to Ecol & Env)	\$525,000.00	\$505,246.00	3/3/2023

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

<p>1 <u>Singh & Associates</u></p> <table border="0"> <tr><td>Direct Labor</td><td style="text-align: right;">\$ 5,000.00</td></tr> <tr><td>Direct Costs</td><td style="text-align: right;">_____</td></tr> <tr><td>Services by Others</td><td style="text-align: right;">_____</td></tr> <tr><td>Additional Services **</td><td style="text-align: right;">_____</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td style="text-align: right;">\$ 5,000.00</td></tr> </table>	Direct Labor	\$ 5,000.00	Direct Costs	_____	Services by Others	_____	Additional Services **	_____	Total this Subconsultant (ULC)	\$ 5,000.00	<p>7 _____</p> <table border="0"> <tr><td>Direct Labor</td><td style="text-align: right;">_____</td></tr> <tr><td>Direct Costs</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Services by Others</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Additional Services **</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td style="text-align: right;">\$ -</td></tr> </table>	Direct Labor	_____	Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
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** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ 5,000.00

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 5,000.00

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 1.11%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 1.11%

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

<p>1 <u>Epstein</u></p> <table border="0"> <tr><td>Direct Labor</td><td style="text-align: right;">\$ 283,763.90</td></tr> <tr><td>Direct Costs</td><td style="text-align: right;">\$ 1,236.10</td></tr> <tr><td>Services by Others</td><td></td></tr> <tr><td>Additional Services **</td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td style="text-align: right;">\$ 285,000.00</td></tr> </table>	Direct Labor	\$ 283,763.90	Direct Costs	\$ 1,236.10	Services by Others		Additional Services **		Total this Subconsultant (ULC)	\$ 285,000.00	<p>6</p> <table border="0"> <tr><td>Direct Labor</td><td></td></tr> <tr><td>Direct Costs</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Services by Others</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Additional Services **</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td style="text-align: right;">\$ -</td></tr> </table>	Direct Labor		Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
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** Additional services funds require prior authorization before use

TOTAL Non-DBE/MBE/WBE Subconsultants: \$ 285,000.00

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

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 285,000.00

Contract Information Sheet

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

Consultant Name: A. Epstein and Sons International, Inc.

Contract Number: RR-16-4267

Proposal Date: 3/11/2020

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-16-4267

Consultant: A. Epstein and Sons International, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

												Grand Total Exhibit A Hours	2431
MONTHS of YEAR 2020												TOTAL HOURS	
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov		Dec
M-16 Energy Model					20	20	20	20	20	16	0	0	116
M-1 Truck Wash Advertisement					80	80	80	80	80	50	0	0	450
M-8 CA / LEED					80	80	80	80	80	80	80	80	640
M-2 CA					40	40	40	40	40	40	40	40	320
M-14 Annex B CA					10	10	10	10	10	10	10	10	80
TOTALS					230	230	230	230	230	196	130	130	1606

Contract Number: RR-16-4267

Consultant: A. Epstein and Sons International, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
M-16 Energy Model	0	0	0	0	0	0	0	0	0	0	0	0	0	
M-1 Truck Wash Advertisement	0	0	0	0	0	0	0	0	0	0	0	0	0	
M-8 CA / LEED	80	80	80	80	80	80	40	40	40	40	5	0	0	645
M-2	20	20	20	20	20	20	20	20	20	0	0	0	0	180
M-14 Annex B	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTALS	100	100	100	100	100	100	60	60	60	40	5			825

Contract No.: RR-16-4267

Consultant: A. Epstein and Sons International, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: Bradley Dennis

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

EXHIBIT F

Contract No. RR-16-4267

A. Epstein and Sons International, Inc.

SCOPE OF SERVICES

M-16 energy modeling; M-1 truck wash issue for advertisement; and M-8, M-2, and M-14 Annex B construction support for the review of submittals, requests for information, and contractor designed elements during

EXHIBIT G

Contract No. RR-16-4267

A. Epstein and Sons International, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
RR-12-4079	Maintenance Facilities PSB 12-05	\$7,288,013.00	\$60,000.00	12/31/2020
RR-14-4202	Sub to Ardmore Roderick: Maintenance Facility CM Services, M-7	\$299,960.00	\$0.00	12/31/2020
RR-16-4252	Sub to ESI: Maintenance Facility CM Services, M-6	\$231,153.00	\$0.00	12/31/2020
RR-17-9202	Sub to ESG: JOC Program Management Support, PSB 17-2	\$80,000.00	\$65,858.00	12/31/2021
I-17-4304	Design Upon Request PSB 17-3	\$5,000,000.00	\$429,000.00	12/31/2021
I-17-4299	Sub to Quigg: Tri-State EW Connector to Roosevelt Road PSB 17-3	\$135,181.00	\$26,000.00	12/31/2021
RR-18-4377	Sub to Ardmore Roderick: PSB 18-2	\$130,000.00	\$9,000.00	12/31/2021
RR-18-9008	Sub to Singh: PSB 18-2 – Systemwide Design Upon Request	\$200,000.00	\$195,000.00	12/31/2021
I-18-4698	Sub to ESI: PSB 18-3 – DUR/CUR	\$210,000.00	\$210,000.00	12/31/2021

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

<p>1</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>	<p>7</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
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** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Singh & Associates, Inc.

Contract Number: RR-16-4267

Proposal Date: 3/11/2020

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract No.: RR-16-4267

Consultant: Singh & Associates, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: Rashesh Kumar D. Patel

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

EXHIBIT F

Contract No. RR-16-4267

Singh & Associates, Inc.

SCOPE OF SERVICES

M-2 and M-14 Annex B construction support for the review of submittals and requests for information.

EXHIBIT G

Contract No. RR-16-4267

Singh & Associates, Inc.

CURRENT OBLIGATIONS FOR PROJECT

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

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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