

## RESOLUTION NO. 22049

**Background**

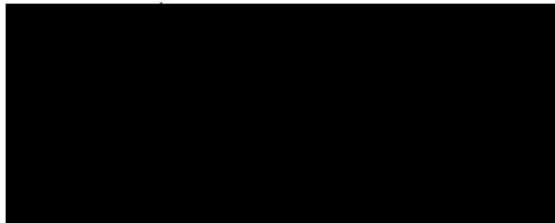
The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 21338 approved August 24, 2017, entered into an Agreement with exp U.S. Services, Inc. on Contract No. I-17-4676 for Design Services on the Elgin O'Hare Western Access Tollway (I-490) from Mile Post 5.8 (Touhy Avenue) to Mile Post 6.2 (Jane Addams Memorial Tollway (I-90) System Interchange).

Per Tollway request, exp U.S. Services, Inc. submitted a proposal to provide Supplemental Design Services for Contract No. I-17-4676 in an amount not to exceed \$450,000.00, increasing the contract upper limit from \$13,398,000.00 to \$13,848,000.00. It is necessary and in the best interest of the Tollway to accept exp U.S. Services, Inc.'s proposal.

**Resolution**

The Chief Engineering Officer is authorized to negotiate an Amended Agreement with exp U.S. Services, 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:



**Contract:** I-17-4676

**PSB:** 17-2

**Consultant:** exp U.S. Services, Inc.

**PM:** Manar Nashif

**Reviewer:** Frank Fratto

**Review Date:** 7/14/2020

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

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**Exhibits A-H**

**exp U.S. Services – Ok**

**DB Sterlin Consultants – Ok**

**Delta Engineering Group – Ok**

**Garza Karhoff Engineering – Ok**

**Orion Engineers - Ok**

⊕ View up to date information on how Illinois is handling the Coronavirus Disease 2019 (COVID-19) ✕  
from the Illinois Department of Public Health (<http://www.dph.illinois.gov/topics-services/diseases-and-conditions/diseases-a-z-list/coronavirus>)

# Unified Certification Program - Search

**Contractor Details**

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

Print

## **Delta Engineering Group, LLC**

Syed Shujaudin Kazi  
111 W. Jackson Blvd.,  
Ste. 910  
Chicago, IL 60604

**County:** Cook

**Email:** [contact@deg-america.com](mailto:contact@deg-america.com)

**Phone:** (312) 377-7700

**Fax:** (312) 427-6145

**Categories:** Architecture\Engineering

**NAICS**

541330-Engineering  
Services

**Speciality**

541330- SPEC. SERVS.:  
CONSTRUCTION  
INSPECTION  
FREEWAYS  
ROADS AND STREETS  
HIGHWAY STRUCTURE:  
TYPICAL  
HIGHWAY STRUCTURE:  
SIMPLE  
STUDIES: PUMP STATIONS  
LIGHTING: COMPLEX  
LIGHTING: TYPICAL  
TRAFFIC SIGNALS  
MECHANICAL ENGINEERING  
ELECTRICAL ENGINEERING

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from the Illinois Department of Public Health (<http://www.dph.illinois.gov/topics-services/diseases-and-conditions/diseases-a-z-list/coronavirus>)

# Unified Certification Program - Search

**Contractor Details**

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

Print

**Garza Karhoff  
Engineering, LLC**

Brenda G. Karhoff  
2538 W. Bloomingdale  
Ave.  
Chicago, IL 60647

**County:** Cook

**Email:** [brenda.karhoff@gke-llc.com](mailto:brenda.karhoff@gke-llc.com)

**Phone:** (312) 428-2596

**Fax:**

**Categories:** Architecture\Engineering

**NAICS**

541330-Engineering  
Services

**Speciality**

541330- HIGHWAY  
STRUCTURE: TYPICAL  
HIGHWAY STRUCTURE:  
SIMPLE  
REHABILITATION  
ROADS AND STREETS



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

## Corporation/LLC Search/Certificate of Good Standing

### Corporation File Detail Report

File Number	68206235
Entity Name	EXP U.S. SERVICES INC.
Status	ACTIVE

<b>Entity Information</b>
Entity Type CORPORATION
Type of Corp FOREIGN BCA
Qualification Date (Foreign) Tuesday, 7 February 2012
State DELAWARE
Duration Date PERPETUAL

<b>Agent Information</b>
--------------------------

<b>Name</b> C T CORPORATION SYSTEM
<b>Address</b> 208 SO LASALLE ST, SUITE 814 CHICAGO , IL 60604
<b>Change Date</b> Tuesday, 7 February 2012

<b>Annual Report</b>
<b>Filing Date</b> Thursday, 6 February 2020
<b>For Year</b> 2020

<b>Officers</b>
<b>President</b> <b>Name &amp; Address</b> MARK DVORAK 205 N MICHIGAN AVE #3600 CHICAGO 60601
<b>Secretary</b> <b>Name &amp; Address</b> HAE-JIN (PRISCILLA) AHN 56 QUEEN ST E#301 BRAMPTON ON CANADA

[Return to Search](#)

[File Annual Report](#)

[Adopting Assumed Name](#)

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

(One Certificate per Transaction)

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

13:39 06/17/20

ACTION: S

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

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 06/17/20 AT 13:41 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

13:39 06/17/20

ACTION: S

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

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 06/17/20 AT 13:43 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

13:39 06/17/20

ACTION: S

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

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 06/17/20 AT 13:44 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*\*[REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

13:39 06/17/20

ACTION: S

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

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 06/17/20 AT 13:47 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*\*[REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

13:39 06/17/20

ACTION: S

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

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 06/17/20 AT 13:49 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*\*[REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

DESIGN SECTION ENGINEER  
FIRST SUPPLEMENTAL AGREEMENT

The Board of Directors, on the 25<sup>th</sup> day of **June, 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 **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".

W I T N E S S E T H:

WHEREAS, the TOLLWAY selected the DESIGN SECTION ENGINEER from **PSB 17-2, Item 3**, and DESIGN SECTION ENGINEER entered into an agreement on **August 24, 2017**, to provide design section engineering services (hereinafter "Services") for Contract No. **I-17-4676** for **Elgin O'Hare Western Access, Jane Addams Memorial Tollway System Interchange**; 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 **May 26, 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 **August 24, 2017** ("Original Agreement") and commonly referred to as Contract No. **I-17-4676**, 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. **I-17-4676 for Elgin O'Hare Western Access, Jane Addams Memorial Tollway System Interchange** 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. **I-17-4676 for Elgin O'Hare Western Access, Jane Addams Memorial Tollway System Interchange** performed by the DESIGN SECTION ENGINEER under the Original Agreement and including the services set forth herein, is hereby increased from **\$13,398,000.00** by **\$450,000.00** to **\$13,848,000.00**.

## 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

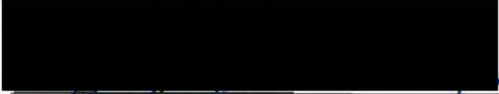
Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.

IN WITNESS WHEREOF, the parties hereto have executed this **FIRST SUPPLEMENTAL AGREEMENT** for I-17-4676 the day and year first above written.

THE ILLINOIS STATE TOLL  
HIGHWAY AUTHORITY

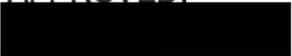
**EXP U.S. SERVICES INC.**

By  08/01/2020  
Chairman/CEO – Signature Date  
Willard S. Evans, Jr.

 /20  
President Signature Date  
EXECUTIVE VICE PRESIDENT

  
Printed Name as Signed Above

APPROVED:  
 07/30/2020  
Executive Director - Signature Date  
Jose Alvarez

APPROVED:  
 07/30/2020  
Chief Financial Officer - Signature Date  
Cathy R. Williams

APPROVED:  
 07/21/2020  
General Counsel – Signature Date  
Kathleen Pasulka-Brown

Approved as to Form and Constitutionality

 07/21/2020  
Attorney General, State of Illinois - Signature Date

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

**FOR CONTRACT NUMBER I-17-4676**

This proposal, dated May 26, 2020, is submitted by exp U.S. Services Inc. of Chicago, IL for Design Section Engineer's Service.

**DESCRIPTION/LOCATION OF DESIGN SECTION**

The location of the construction Contract I-17-4676 for which we propose to provide Design Section Engineering Services is Elgin O'Hare Western Access, Jane Addams Memorial Tollway System Interchange, in Cook 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 \$ 13,398,000 by \$ 450,000.00 to \$ 13,848,000.00.

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

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

The obligations of this Section shall be explicitly included in any subcontracts or agreements formed between the DESIGN SECTION ENGINEER and any subcontractors or suppliers of goods and services to the extent that those subcontracts or agreements

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

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

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

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

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

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

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

## PARTIAL PAYMENTS

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

## REVISIONS TO SUPPLEMENTAL SCOPE OF WORK

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

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

CONTRACT I-17-4676

SUBMITTED BY:

FIRM NAME: exp U.S. Services Inc.

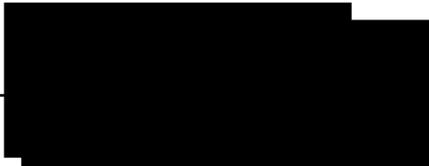
ADDRESS: 205 N. Michigan Avenue, Suite 3600

CITY, STATE &:  
ZIP CODE: Chicago, IL 60601

TELEPHONE: (312) 616-0000

FACSIMILE: (312) 616-6069

SIGNED BY: \_\_\_\_\_



PRINTED NAME: Timothy D. Neumann

TITLE: Executive Vice President





**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. LIABILITY COVERAGE**

**A. Who Is An Insured**

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

1. 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.
2. 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.
3. 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
2. 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.

1. 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**:

- 1. 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:
  - a. 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.
- 2. 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.

**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; or
2. In connection with your premises owned by or rented to you.

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 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.

**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 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" 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:

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 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.



May 26, 2020

Mr. Paul Kovacs  
Chief Engineering Officer  
The Illinois State Toll Highway Authority  
2700 Ogden Avenue  
Downers Grove, Illinois 60515

Attention: Mr. Jeffrey Allen

Re: Contract No. I-17-4676  
EOWA System Interchange  
Supplement No. 1 Proposal

Dear Mr. Allen:

Please find enclosed a fee proposal package for the above referenced contract. The following documents are enclosed for processing this supplement:

- exp U.S. Services Inc. - Tollway Proposal and Exhibits A-H
- Delta Engineering Group, LLC - Tollway Exhibits A-H
- Garza Karhoff Engineering, LLC - Tollway Exhibits A-H
- DB Sterlin Consultants, Inc. - Tollway Exhibits A-H
- Orion Engineers, LLC - Tollway Exhibits A-H

If you should have any questions or need any further information, please contact me at (312) 616-7519 or [thomas.hough@exp.com](mailto:thomas.hough@exp.com).

Sincerely,



Thomas M. Hough  
Senior Project Manager

EXP U.S. Services Inc.

Attachments

xc: Exec File/CHI-00243013-A0  
Brian Umbright  
Janice Liu

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

**FOR CONTRACT NUMBER I-17-4676**

This proposal, dated May 26, 2020, is submitted by exp U.S. Services Inc. of Chicago, IL for Design Section Engineer's Service.

DESCRIPTION/LOCATION OF DESIGN SECTION

The location of the construction Contract I-17-4676 for which we propose to provide Design Section Engineering Services is Elgin O'Hare Western Access, Jane Addams Memorial Tollway System Interchange, in Cook 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 \$ 13,398,000 by \$ 450,000.00 to \$ 13,848,000.00.

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

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

The obligations of this Section shall be explicitly included in any subcontracts or agreements formed between the DESIGN SECTION ENGINEER and any subcontractors or suppliers of goods and services to the extent that those subcontracts or agreements

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

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

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

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

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

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

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

## PARTIAL PAYMENTS

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

## REVISIONS TO SUPPLEMENTAL SCOPE OF WORK

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

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

CONTRACT I-17-4676

SUBMITTED BY:

FIRM NAME: exp U.S. Services Inc.

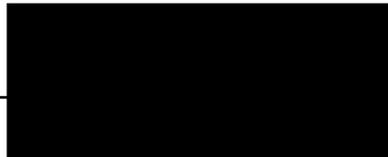
ADDRESS: 205 N. Michigan Avenue, Suite 3600

CITY, STATE &  
ZIP CODE: Chicago, IL 60601

TELEPHONE: (312) 616-0000

FACSIMILE: (312) 616-6069

SIGNED BY: \_\_\_\_\_



PRINTED NAME: Timothy D. Neumann

TITLE: Executive Vice President

# Contract Information Sheet

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

Consultant Name: exp U.S. Services Inc.

Contract Number: I-17-4676

Proposal Date: 5/26/2020

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: I-17-4676

Consultant: exp U.S. Services Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

													Grand Total Exhibit A Hours	2143
MONTHS of YEAR 2020													TOTAL HOURS	
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Additional Work Items								440	440	440	440	383	2143	
<b>TOTALS</b>								440	440	440	440	383	2143	





Contract No.: I-17-4676

Consultant: exp U.S. Services Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** Brian Umbright, SE, PE

**Project Manager:** Thomas Hough, PE

**Project Engineer:** Brian Hecht, PE

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

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

**Project Civil Engineer:** Christian Avila, PE

**Project Structural Engineer:** Vinod Patel, SE, PE

**Project Drainage Engineer:** Sandra Homola, PE, CFM, LEED AP

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

**Others:** Name: Kenneth Antonson, PE

Classification: Roadway QA/QC

Name: R. Shankar Nair, Ph.D., SE, PE, NAE

Classification: Structures QAQC

Name: Jack Zlotek, PLS

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

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

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

Thomas M. Hough, PE

Project Manager

Brian Hecht, PE

Project Engineer

Christian Avila, PE

Roadway Design

Sandra L. Homola, PE, CFM, LEED AP

Drainage Design/Hydraulic Modeling

Vinod C. Patel, SE, PE  
Structural Design

Kenneth D. Antonson, PE  
QA/QC

R. Shankar Nair, Ph.D., SE, PE, NAE  
QA/QC

Jack A. Zlotek, PLS  
Survey Manager

**Brian L. Umbright, SE, PE**

Principal-in-Charge

## **EXHIBIT F SCOPE OF WORK**

The DESIGN SECTION ENGINEER (DSE) agrees to perform, at the direction of the ILLINOIS TOLLWAY, the following additional services as part of Supplement 1:

### **PARCEL NW-7B-12-010 RETENTION BASIN**

The alignment for Proposed Ramp X4 (Northbound I-490 to Westbound I-90) for the I-490/I-90 System Interchange will impact an existing private retention basin on Parcel NW-7B-12-010. The bid documents for Construction Contract I-18-4705 (Contract 4705C) include a reconfiguration of the basin to maintain the existing capacity that keeps the basin off Illinois Tollway Right-of-Way (ROW). During the land acquisition process, the property owner requested design changes to the basin that are not reflected in the bid documents. The DSE will prepare a Construction Revision to Contract 4705C that includes revisions to earthwork schedules, grading plans, drainage schedules, cross sections and quantities that reflect these changes to the basin.

### **PARCEL NW-7B-12-004 PARKING LOT AND DRAINAGE**

The alignment for Proposed Ramp X2 (Northbound I-490 to Eastbound I-90) for the I-490/I-90 System Interchange will impact the existing parking lot on Parcel NW-7B-12-004. The bid documents for Contract 4705C include modifications to the parking lot and the existing drainage system that runs along the south side of I-90 within the Illinois Tollway ROW. During the land acquisition process, the property owner requested design changes to the parking lot design and proposed drainage system that are not reflected in the bid documents. The changes include modifications to the proposed drainage system to increase the parking lot area and the addition of curb and gutter. The DSE will prepare a Construction Revision to Contract 4705C that includes revisions to removal plans, proposed plans, fence plans, drainage plans and profiles, drainage schedules, erosion control plans, landscape plans, retaining wall plans, cross sections and quantities that reflect these changes to the site plan.

### **WETLAND GRADING**

As part of the Intergovernmental Agreement process, the Chicago Department of Aviation (CDA) requested that the Illinois Tollway complete wetland grading on CDA property based on a wetland delineation completed by CDA. This work was included in the bid documents for Contract 4705C. Subsequent to bid opening, the Federal Aviation Administration (FAA) completed a new delineation of these wetlands. The DSE will prepare a Construction Revision to Contract 4705C that includes revisions to the erosion control plans and quantities.

### **FIRE SUPPRESSION MEASURES – I-490 BRIDGES OVER MWRD**

EXP has prepared a Fire Protection Memorandum for the I-490 Bridges over MWRD. With the bridge lengths over 1,000', the memorandum recommends adding fire suppression measures (accessible fire hydrants) near the bridge abutments. The fire hydrants will tie into a local water distribution system owned and maintained by the City of Des Plaines. The concept plan includes two watermain extensions, one from south of Touhy Avenue that is expected to be constructed as part of a future mainline contract (N07) and one from Jarvis Avenue that is expected to be added to Contract 4705C. The Des Plaines Public Works and Fire Protection District recently concurred with the concept plan.

As requested by the City of Des Plaines, the DSE will model the proposed water distribution systems with the proposed fire hydrants. The modeling will consist of head loss calculations

from the tie-in points. The City of Des Plaines will provide water main pressures at the existing fire hydrants near the tie-in points. The concept plan will be updated based on the modeling results. The concept plan will continue to be coordinated with the Illinois Tollway, GEC, DCM, and the Des Plaines Public Works and Fire Protection District.

When the Concept Plan is approved, the DSE will prepare the Plans, Specifications and Estimates (PS&E) for the water main extension. The DSE will prepare a Construction Revision to Contract 4705C that includes grading plans, water main plans, details, special provisions and quantities for the extension from Jarvis Avenue. The DSE will prepare the water main plans, details, special provisions and quantities for the extension from south of Touhy Avenue for inclusion in a separate contract prepared BY OTHERS. The DSE will prepare an IEPA permit for the work.

### **HIGGINS CREEK BANK STABILIZATION**

As part of the Intergovernmental Agreement process, the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) requested that the Illinois Tollway complete Higgins Creek bank stabilization work in areas exhibiting erosion in the vicinity of the proposed I-490 Bridges over Higgins Creek.

The DSE will prepare the Plans, Specifications and Estimates (PS&E) for a separate Contract to complete creek bank stabilization work that includes the following:

#### **TITLE SHEET**

Design of this project will be in English Units.

#### **NOTES / INDEX / STANDARDS**

The index of sheets will list each sheet included in the plan sheet. ILLINOIS TOLLWAY and IDOT Standards included with the plans will be listed in numerical order. Standard general notes customized to suit the project needs will be shown.

#### **SUGGESTED CONSTRUCTION SCHEDULE**

Suggested Construction Schedule Plans will be developed.

#### **SUMMARY OF QUANTITIES**

Summary of Quantities sheets shall include a list of pay items with their respective quantities.

#### **EARTHWORK SCHEDULES**

Earthwork schedules will be prepared on modified ILLINOIS TOLLWAY Earthwork Schedule Sheets.

#### **ALIGNMENT AND TIES**

Horizontal alignment data, alignment ties, state plane coordinate system data, and benchmarks shall be included on the Alignment and Ties sheet.

#### **TYPICAL SECTIONS**

Existing and proposed typical sections will be provided for creek bank stabilization.

#### **CREEK BANK STABILIZATION PLANS**

The creek bank stabilization work will be shown on plan drawings and will include pay items and work limits.

### **SEDIMENT AND EROSION CONTROL PLANS**

Temporary erosion control methods and procedures to be shown on the plans for each stage of construction in accordance with the applicable IDOT and ILLINOIS TOLLWAY Standards.

Permanent erosion control measures to be shown on the plans to prevent erosion and sedimentation, these plans to include, outlet and channel protection measures, etc. ILLINOIS TOLLWAY and local erosion control criteria shall be utilized.

### **CROSS SECTIONS**

Cross Sections will be prepared at 100 ft. intervals along Higgins Creek within the creek bank stabilization limits. The Cross Sections will include a summary of cuts and fills required per section

### **SPECIAL PROVISIONS**

Check sheets in IDOT Supplemental Specifications and Recurring Special Provisions will be used to identify the special provisions used in the project.

Special Provisions will be provided for items not covered in IDOT Standard Specifications and Supplemental Specifications.

### **OPINION OF PROBABLE COST**

An opinion of Probable Cost will be prepared and included with each submittal: Preliminary, Pre-Final and Final.

### **PERMITS**

Compliance with the Tollway's NPDES permit for erosion control will be required. It will include preparation of the Storm Water Pollution Prevention Plan which will be included in the project specifications.

IDNR Permits for Floodway Construction will be prepared as required. A separate submittal will be made to USACE for plan compliance with the project-wide 404 Permit.

FAA 7460 permits will be required for work adjacent to O'Hare Airport. The DSE will coordinate the 7460 permits with the DCM.

### **MEETINGS/FIELD CHECKS/COORDINATION**

This item includes agency coordination with ILLINOIS TOLLWAY, MWRDGC and CDA and design team site visits, plan review meetings and plan-in-hand reviews.

### **QA/QC / PROJECT ADMINISTRATION**

The DSE will perform project administration/ management tasks. QA/QC reviews will be performed as per the DSE's Quality Management Plan approved by the ILLINOIS TOLLWAY.

**EXHIBIT G**

**Contract No. 1-17-4676**

**Exp U.S. Services Inc. (EXP)**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
IL 173 Phase I	Environmental Assessment	\$4,400,000	\$200,000	10/30/2020
Central Avenue Phase I	Reconstruction and widening, new connector underpass	\$3,300,000	\$150,000	4/15/2021
IL 83 Phase II	Intersection Improvement	\$1,200,000	\$150,000	12/30/2021
IL43 Phase I	Bridge over I-55	\$1,600,000	\$750,000	5/6/2022
Franklin Ave Phase II	Reconstruction and widening	\$4,400,000	\$1,500,000	12/1/2021
EOWA Phase II DUR	Design Upon Request for EOWA	\$5,500,000	\$160,000	12/31/2020
I-490/I-90 Interchange Phase II	New System to System Interchange	\$13,848,000	\$490,000	12/31/2020
ISTHA PMO	Program Management Office and Technical/Administrative Services	\$1,900,000	\$1,375,000	12/31/2024
Tollway GUR	Geotechnical Upon Request	\$118,000	\$84,000	12/31/2022
EOWA Phase III	I-294 Reconstruction and Widening: Grand to Wolf	\$13,200,000	\$7,910,000	12/31/2023

**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>Delta Engineering Group, LLC</u></p> <table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Direct Labor</td> <td style="text-align: right; border-bottom: 1px solid black;">\$ 42,839.05</td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right; border-bottom: 1px solid black;">\$ 0.95</td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right; border-bottom: 1px solid black;">\$ -</td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right; border-bottom: 1px solid black;">\$ -</td> </tr> <tr> <td><b>Total this Subconsultant (ULC)</b></td> <td style="text-align: right; border-bottom: 3px double black;"><b>\$ 42,840.00</b></td> </tr> </table>	Direct Labor	\$ 42,839.05	Direct Costs	\$ 0.95	Services by Others	\$ -	Additional Services **	\$ -	<b>Total this Subconsultant (ULC)</b>	<b>\$ 42,840.00</b>	<p>7 _____</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Direct Labor</td> <td style="text-align: right; border-bottom: 1px solid black;">\$ -</td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right; border-bottom: 1px solid black;">\$ -</td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right; border-bottom: 1px solid black;">\$ -</td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right; border-bottom: 1px solid black;">\$ -</td> </tr> <tr> <td><b>Total this Subconsultant (ULC)</b></td> <td style="text-align: right; border-bottom: 3px double black;"><b>\$ -</b></td> </tr> </table>	Direct Labor	\$ -	Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	<b>Total this Subconsultant (ULC)</b>	<b>\$ -</b>
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6

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

12

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

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

TOTAL DBE/MBE/WBE Subconsultants: \$ 132,840.00

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 132,840.00

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 29.52%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 29.52%

**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>Orion Engineers, LLC</u></p> <p>Direct Labor                   \$     13,498.69</p> <p>Direct Costs                   \$           1.31</p> <p>Services by Others                   _____</p> <p>Additional Services **                   _____</p> <p>Total this Subconsultant (ULC)                   \$     13,500.00</p>	<p>6 _____</p> <p>Direct Labor                   _____</p> <p>Direct Costs                   \$           -</p> <p>Services by Others                   \$           -</p> <p>Additional Services **                   \$           -</p> <p>Total this Subconsultant (ULC)                   \$           -</p>
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\*\* Additional services funds require prior authorization before use

**TOTAL Non-DBE/MBE/WBE Subconsultants: \$     13,500.00**

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

**TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$     13,500.00**

# Contract Information Sheet

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

Consultant Name: Delta Engineering Group, LLC

Contract Number: I-17-4676

Proposal Date: 5/26/2020

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: I-17-4676

Consultant: Delta Engineering Group, LLC

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

												Grand Total Exhibit A Hours	289
MONTHS of YEAR 2020													TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Additional Work Items								100	100	89			289
<b>TOTALS</b>								100	100	89			289





Contract No.: I-17-4676

Consultant: Delta Engineering Group, LLC

**EXHIBIT E - KEY PROJECT PERSONNEL**

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

**Project Manager:** \_\_\_\_\_

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

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

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

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

**Project Structural Engineer:** \_\_\_\_\_

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

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

**Others:** Name: Hamja Master, P.E.

Classification: Lighting/ITS

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

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

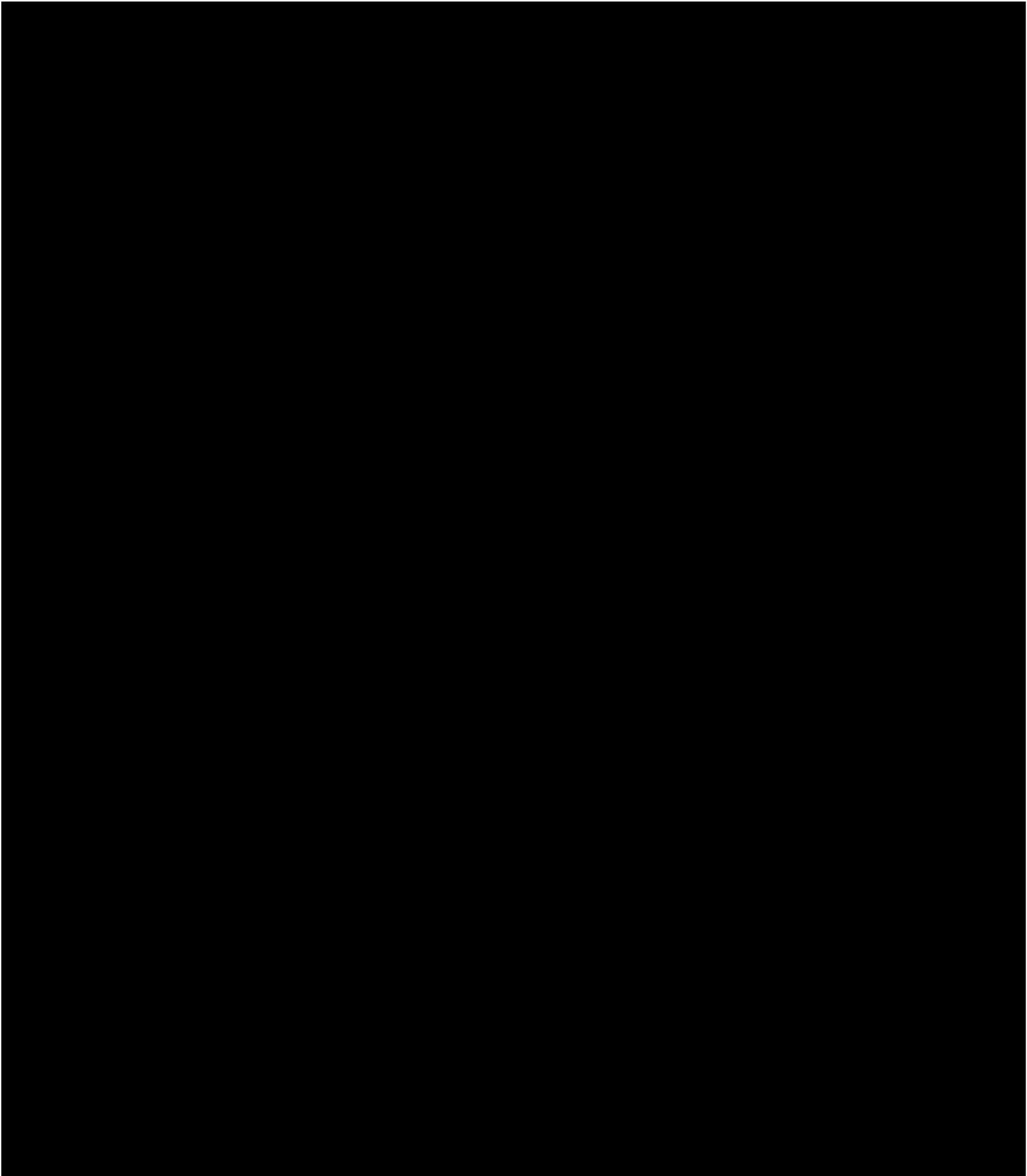
Name: \_\_\_\_\_

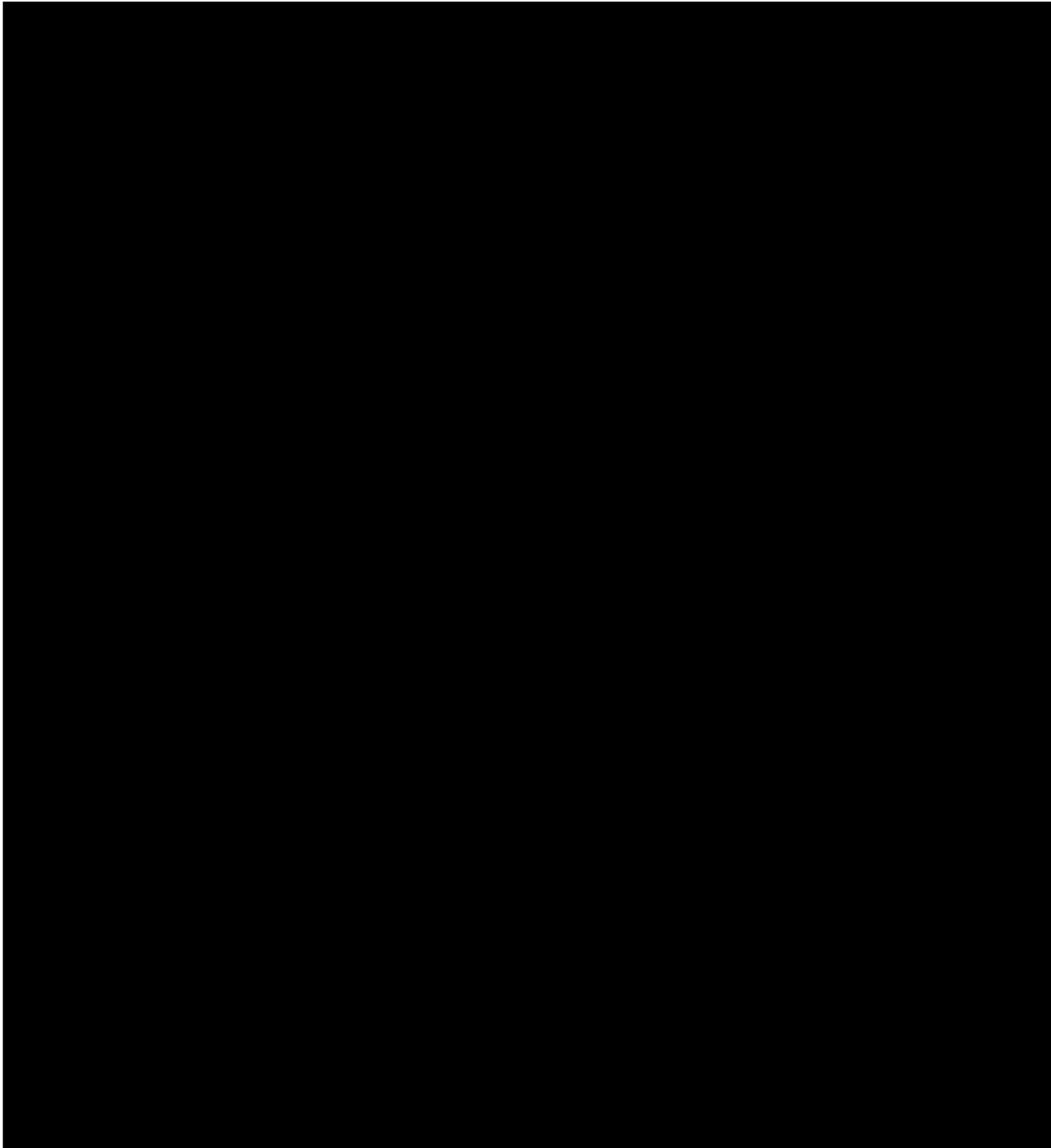
Classification: \_\_\_\_\_

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

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

**Hamja S. Master, PE** | Sr. Electrical Engineer





## **EXHIBIT F SCOPE OF WORK**

The Subconsultant agrees to assist the DESIGN SECTION ENGINEER (DSE) with the following additional services as part of Supplement 1:

### **FIRE SUPPRESSION MEASURES – I-490 BRIDGES OVER MWRD**

EXP has prepared a Fire Protection Memorandum for the I-490 Bridges over MWRD. With the bridge lengths over 1,000', the memorandum recommends adding fire suppression measures (accessible fire hydrants) near the bridge abutments. The fire hydrants will tie into a local water distribution system owned and maintained by the City of Des Plaines. The concept plan includes two watermain extensions, one from south of Touhy Avenue that is expected to be constructed as part of a future mainline contract (N07) and one from Jarvis Avenue that is expected to be added to Contract 4705C. The Des Plaines Public Works and Fire Protection District recently concurred with the concept plan.

As requested by the City of Des Plaines, the DSE will model the proposed water distribution systems with the proposed fire hydrants. The modeling will consist of head loss calculations from the tie-in points. The City of Des Plaines will provide water main pressures at the existing fire hydrants near the tie-in points. The concept plan will be updated based on the modeling results. The concept plan will continue to be coordinated with the Illinois Tollway, GEC, DCM, and the Des Plaines Public Works and Fire Protection District.

When the Concept Plan is approved, the DSE will prepare the Plans, Specifications and Estimates (PS&E) for the water main extension. The DSE will prepare a Construction Revision to Contract 4705C that includes grading plans, water main plans, details, special provisions and quantities for the extension from Jarvis Avenue. The DSE will prepare the water main plans, details, special provisions and quantities for the extension from south of Touhy Avenue for inclusion in a separate contract prepared BY OTHERS. The DSE will prepare an IEPA permit for the work.

## Delta Engineering Group,LLC

## Current Obligations for Projects Exhibit - G

Project ID	Project Description	Total Contract Amount	Balance Remain	Act Comp Date
LM150413	ISTHA - I-14-4636 PSB 14-1 PLAZA 324 CMS	20,000.00	12,984.60	6/30/2020
LD150427	IDOT - PTB 175-012 OLD ORCHARD ROAD PHASE II SERVICES	116,991.96	49,852.67	6/17/2020
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	12,298.29	12/31/2020
LM141001B	ISTHA - I-11-4014 PSB 14-1 EOWA ITS - Concept verification -Line of Sight	218,761.20	76,325.20	8/31/2020
LM141001ACMS	ISTHA - I-14-4638 PSB 14-1 CM Support for 4014 & 4638	30,007.60	9,091.60	8/31/2020
LD160328A	METRA - K60154 LIQ # 49796 Task Order No. 1 PTC Back Office Data Center Room	165,623.48	33,462.87	12/31/2020
LM161003	IDOT - PTB 178-001 US 41 AT DEER PATH ROAD STATION 38	277,660.84	7,754.00	9/27/2020
LM170518B	ISTHA - I-17-4676 PSB 17-2 EXP EOWA I-90 Interchange	353,812.62	1,494.02	9/30/2020
LM170518C	ISTHA - I -17-4677 PSB 17-2 RS&H EOWA I-90 Interchange - Phase II	357,949.12	217,547.82	12/31/2020
LD160328B1	METRA - K60154 LIQ # 49796 Task Order No. 2 Fiber Optic - Rock Island	207,217.43	9,712.61	12/31/2020
LD160328B2	METRA - K60154 LIQ # 49796 Task Order No. 2 Fiber Optic -Southwest Service. St	163,801.54	10,361.11	12/31/2020
LD160526A	METRA - K60449 Task Order No. 5 Rehabilitation of 59th & 60th Street Station	269,126.38	186,461.80	12/31/2020
LD171026	IDOT SW - PTB 185/024 D-30-001-18 Pump Station Phase II Var/Var	29,713.00	18,821.52	10/31/2020
LM140302C	CDWM - JWPP MEDIUM VOLTAGE IMPROVEMENTS DUR. CONSTRUCTION - PHASE III SERVICES	205,655.00	127,426.81	6/30/2020
LM180424A	CDWM - Cermak Pump Station Electrical Improvements.	27,994.84	14,710.82	6/30/2020
LD151218D	METRA - K54434 LIQ # 49796 TOR No.2 47th Yard -Civil & Structural	41,013.12	21,770.97	7/31/2020
LD180810	VILLAGE OF FRANKLIN PARK - PHASE II	197,068.22	170,160.92	05/01/21
LD180808A-PartB	PACE - SOUTH CAMPUS ACCEPTANCE FACILITY -DESIGN AND BID	90,904.60	73,882.52	6/30/2020
LD180808B-PartB	PACE - SOUTH CAMPUS NEW OFFICE BUILDING - DESIGN AND BID	178,446.97	88,230.11	6/30/2020
LD151218C-CM	METRA - K54434 LIQ # 49796 TOR No. 5 LaSalle Str. Power Feeders Replace CM	11,204.35	9,872.75	6/30/2020
LD190123	IDOT - D1 PTB190-20 FAP 330 (US 12/20/45 - LaGrange Road ) Over Santa Fe Dr	94,631.00	84,328.46	8/31/2020
LP140801E	IDOT - PTB 172-009 D-91-366-15 TASK 5 62H54	101,329.00	17,286.79	10/31/2020
LP190315	CDB - 810-012-007 PSB 246 Project Kennedy College Replace HVAC Unit	73,700.00	40,026.12	7/31/2020
LD190517	PACE - Dempster PULSE Line	69,741.43	47,477.28	9/30/2020
LP190813	CDB - 250-041-012 PSB 253 Springfield Reg Off Bldg Upgrade HVAC Lighting	39,095.00	4,334.89	6/30/2020
LM190816	Evanston - RFP 19-22 Police Fire Station (Mech Eng)	19,345.00	7,813.59	7/31/2020
LP170713CM	ISTHA - I-18-4413 PSB 17-3 Advanced ITS Assets Relocation - CMS	18,030.00	5,145.70	9/30/2020
LP140801F	IDOT - PTB 172-009 D-91-366-15 TASK 6	81,724.00	42,441.03	930/2020

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

1

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

7

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

2

<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)	\$	-

3 0

<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)	\$	-

4

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

10

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

5

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

11

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

6

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

12

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

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

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# Contract Information Sheet

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

Consultant Name: Garza Karhoff Engineering, LLC

Contract Number: I-17-4676

Proposal Date: 5/26/2020

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: I-17-4676

Consultant: Garza Karhoff Engineering, LLC

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

													Grand Total Exhibit A Hours	365
MONTHS of YEAR 2020													TOTAL HOURS	
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Additional Work Items								125	120	120				365
<b>TOTALS</b>								125	120	120				365





Contract No.: I-17-4676

Consultant: Garza Karhoff Engineering, LLC

**EXHIBIT E - KEY PROJECT PERSONNEL**

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

**Project Manager:** \_\_\_\_\_

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

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

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

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

**Project Structural Engineer:** Brenda G. Karhoff, P.E., S.E.

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

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

**Others:** Name: \_\_\_\_\_

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

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

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

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

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

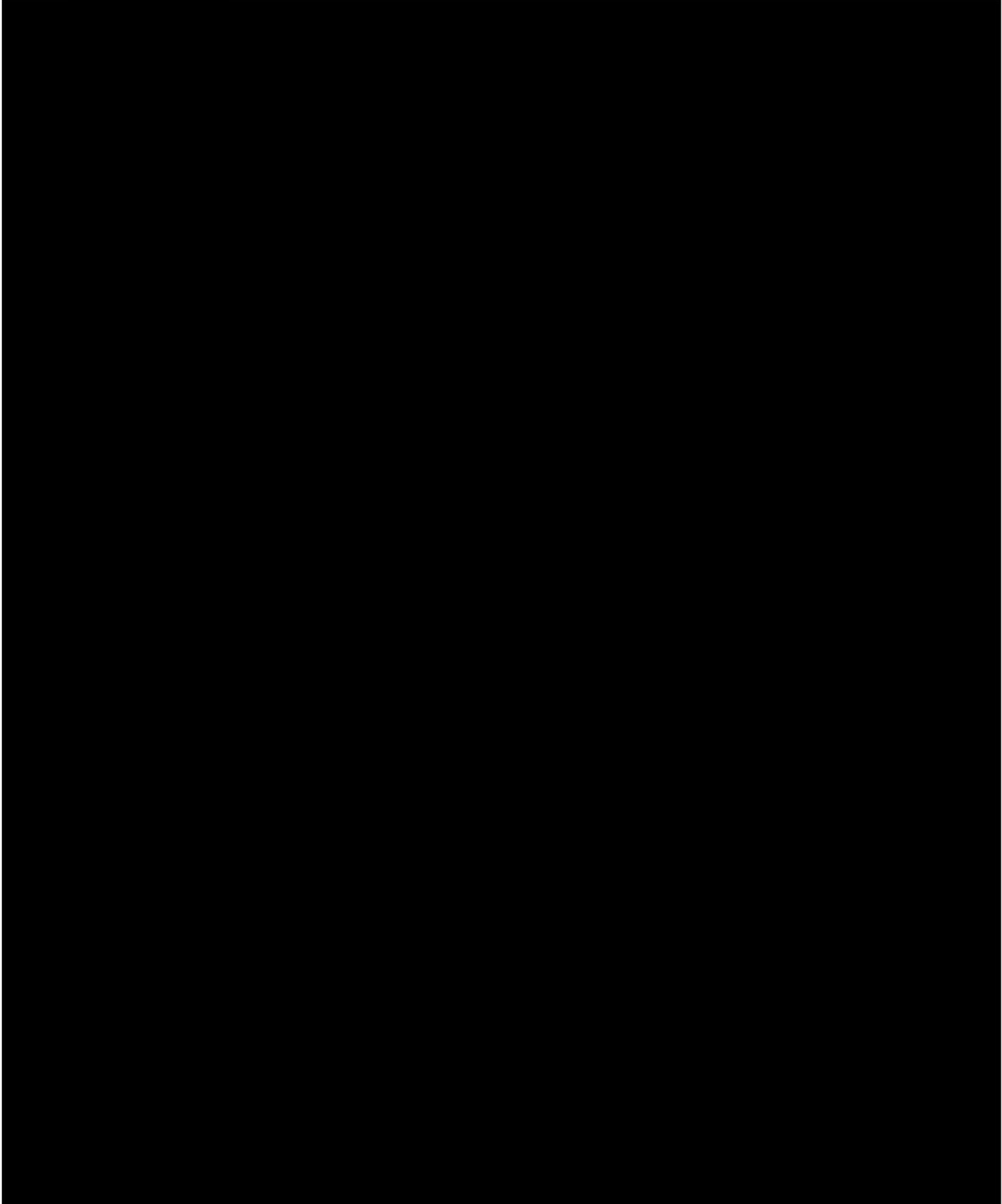
Name: \_\_\_\_\_

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

**GKE**

GAR & KARHOFF ENGINEERING, LLC

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



## **EXHIBIT F SCOPE OF WORK**

The Subconsultant agrees to assist the DESIGN SECTION ENGINEER (DSE) with the following additional services as part of Supplement 1:

### **FIRE SUPPRESSION MEASURES – I-490 BRIDGES OVER MWRD**

EXP has prepared a Fire Protection Memorandum for the I-490 Bridges over MWRD. With the bridge lengths over 1,000', the memorandum recommends adding fire suppression measures (accessible fire hydrants) near the bridge abutments. The fire hydrants will tie into a local water distribution system owned and maintained by the City of Des Plaines. The concept plan includes two watermain extensions, one from south of Touhy Avenue that is expected to be constructed as part of a future mainline contract (N07) and one from Jarvis Avenue that is expected to be added to Contract 4705C. The Des Plaines Public Works and Fire Protection District recently concurred with the concept plan.

As requested by the City of Des Plaines, the DSE will model the proposed water distribution systems with the proposed fire hydrants. The modeling will consist of head loss calculations from the tie-in points. The City of Des Plaines will provide water main pressures at the existing fire hydrants near the tie-in points. The concept plan will be updated based on the modeling results. The concept plan will continue to be coordinated with the Illinois Tollway, GEC, DCM, and the Des Plaines Public Works and Fire Protection District.

When the Concept Plan is approved, the DSE will prepare the Plans, Specifications and Estimates (PS&E) for the water main extension. The DSE will prepare a Construction Revision to Contract 4705C that includes grading plans, water main plans, details, special provisions and quantities for the extension from Jarvis Avenue. The DSE will prepare the water main plans, details, special provisions and quantities for the extension from south of Touhy Avenue for inclusion in a separate contract prepared BY OTHERS. The DSE will prepare an IEPA permit for the work.

**EXHIBIT G**

**Contract No. I-17-4676**

**Garza Karhoff Engineering, LLC**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
IDOT PTB 190-011	IL 50 Cicero Ave over BRC	\$339,899.00	\$58,870.00	9/1/2020
IDOT PTB 181-003	IL43 (Harlem)	\$142,908.00	\$58,530.00	8/1/2020
IDOT PTB 195-015	IL171 at US 12/20/45 (La Grange Rd)	TBD	TBD	8/1/2022
IDOT PTB 154-007	IL 173 Phase 1	\$463,189.00	\$102,000.00	10/1/2020
PSB 13-4	DUR	\$308,000.00	\$15,367.60	TBD

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

1

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

7

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

2

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

8

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

3 0

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

9

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

4

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

10

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

5

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

11

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

6

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

12

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

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

TOTAL 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)**

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

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

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

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

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

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

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

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

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

<b>10</b>	<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: DB Sterlin Consultants, Inc.

Contract Number: I-17-4676

Proposal Date: 5/26/2020

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: I-17-4676

Consultant: DB Sterlin Consultants, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

													Grand Total Exhibit A Hours	365
MONTHS of YEAR 2020													TOTAL HOURS	
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Additional Work Items								125	120	120				365
<b>TOTALS</b>								125	120	120				365





Contract No.: I-17-4676

Consultant: DB Sterlin Consultants, Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

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

**Project Manager:** \_\_\_\_\_

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

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

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

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

**Project Structural Engineer:** \_\_\_\_\_

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

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

**Others:** Name: \_\_\_\_\_

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

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

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

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

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

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

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

## **EXHIBIT F SCOPE OF WORK**

The Subconsultant agrees to assist the DESIGN SECTION ENGINEER (DSE) with the following additional services as part of Supplement 1:

### **WETLAND GRADING**

As part of the Intergovernmental Agreement process, the Chicago Department of Aviation (CDA) requested that the Illinois Tollway complete wetland grading on CDA property based on a wetland delineation completed by CDA. This work was included in the bid documents for Contract 4705C. Subsequent to bid opening, the Federal Aviation Administration (FAA) completed a new delineation of these wetlands. The DSE will prepare a Construction Revision to Contract 4705C that includes revisions to the erosion control plans and quantities.

### **FIRE SUPPRESSION MEASURES – I-490 BRIDGES OVER MWRD**

EXP has prepared a Fire Protection Memorandum for the I-490 Bridges over MWRD. With the bridge lengths over 1,000', the memorandum recommends adding fire suppression measures (accessible fire hydrants) near the bridge abutments. The fire hydrants will tie into a local water distribution system owned and maintained by the City of Des Plaines. The concept plan includes two watermain extensions, one from south of Touhy Avenue that is expected to be constructed as part of a future mainline contract (N07) and one from Jarvis Avenue that is expected to be added to Contract 4705C. The Des Plaines Public Works and Fire Protection District recently concurred with the concept plan.

As requested by the City of Des Plaines, the DSE will model the proposed water distribution systems with the proposed fire hydrants. The modeling will consist of head loss calculations from the tie-in points. The City of Des Plaines will provide water main pressures at the existing fire hydrants near the tie-in points. The concept plan will be updated based on the modeling results. The concept plan will continue to be coordinated with the Illinois Tollway, GEC, DCM, and the Des Plaines Public Works and Fire Protection District.

When the Concept Plan is approved, the DSE will prepare the Plans, Specifications and Estimates (PS&E) for the water main extension. The DSE will prepare a Construction Revision to Contract 4705C that includes grading plans, water main plans, details, special provisions and quantities for the extension from Jarvis Avenue. The DSE will prepare the water main plans, details, special provisions and quantities for the extension from south of Touhy Avenue for inclusion in a separate contract prepared BY OTHERS. The DSE will prepare an IEPA permit for the work.

**EXHIBIT G**

**Contract No. I-17-4676**

**DB Sterlin Consultants, Inc.**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
I-16-4266	IL 53 North Extension EIS	\$500,000.00	\$500,000.00	1/1/2022
I-17-4676	I-490/I-90 System Interchange Design	\$1,339,800.00	\$53,932.26	6/1/2020
I-17-4300	I-294 Roosevelt to St. Charles Design	\$770,000.00	\$39,295.66	1/1/2023
I-17-4302	I-294 Wolf Rd to O'Hare Oasis Design	\$900,000.00	\$90,000.00	6/1/2020
RR-16-4280	CM Upon Request	\$260,000.00	\$0.00	1/1/2020
I-17-4679R	I-390/I-490 System Interchange CM	\$1,079,837.00	\$1,079,837.00	7/1/2023
RR-16-4253	I-88 IL 251 to Annie Glidden CM	\$3,000,000.00	\$110,000.00	5/1/2020
I-17-4682	EOWA CM Upon Request	\$480,000.00	\$94,000.00	7/1/2020
I-18-4412	Tri-State Tollway, Burlington Northern Santa Fe (BNSF) Railroad Bridge (M.P. 26.6)	\$715,500.00	\$554,000.00	4/30/2022
I-18-4701	EOWA CCM	\$3,560,000.00	\$3,535,000.00	12/31/2025
I-18-4420	Tri-State Tollway at I-57 CM	\$550,617.00	\$550,617.00	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**

1

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

7

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

2

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

8

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

3 0

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

9

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

4

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

10

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

5

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

11

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

6

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

12

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

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

TOTAL 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)**

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

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

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

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

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

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

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

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

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

<b>10</b>						
	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: Orion Engineers, LLC

Contract Number: I-17-4676

Proposal Date: 5/26/2020

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.: I-17-4676

Consultant: Orion Engineers, LLC

**EXHIBIT E - KEY PROJECT PERSONNEL**

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

**Project Manager:** \_\_\_\_\_

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

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

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

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

**Project Structural Engineer:** \_\_\_\_\_

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

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

**Others:** Name: \_\_\_\_\_

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

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

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

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

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

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

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

## **EXHIBIT F SCOPE OF WORK**

The Subconsultant agrees to assist the DESIGN SECTION ENGINEER (DSE) with the following additional services as part of Supplement 1:

### **PARCEL NW-7B-12-004 PARKING LOT AND DRAINAGE**

The alignment for Proposed Ramp X2 (Northbound I-490 to Eastbound I-90) for the I-490/I-90 System Interchange will impact the existing parking lot on Parcel NW-7B-12-004. The bid documents for Contract 4705C include modifications to the parking lot and the existing drainage system that runs along the south side of I-90 within the Illinois Tollway ROW. During the land acquisition process, the property owner requested design changes to the parking lot design and proposed drainage system that are not reflected in the bid documents. The changes include modifications to the proposed drainage system to increase the parking lot area and the addition of curb and gutter. The DSE will prepare a Construction Revision to Contract 4705C that includes revisions to removal plans, proposed plans, fence plans, drainage plans and profiles, drainage schedules, erosion control plans, landscape plans, retaining wall plans, cross sections and quantities that reflect these changes to the site plan.

**EXHIBIT G**

**Contract No. I-17-4676**

**Orion Engineers, LLC**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
RR-15-9976R	Traffic Engineer	\$304,350.00	\$162,540.89	12/31/2020
RR-15-9975R	Consulting Engineer	\$953,245.60	\$472,882.46	12/31/2021
RR-16-4276	Systemwide DUR	\$100,000.00	\$1,308.89	4/30/2020
RR-16-4278	Systemwide CUR	\$75,000.00	\$16,795.60	12/31/2020
I-17-4296	Tri-State Reconstruction, Design	\$384,462.05	\$57,983.77	12/31/2020
I-17-4298	Tri-State Reconstruction, Design	\$236,200.00	\$42,265.98	12/31/2020
I-17-4304	Tri-State Tollway, DUR	\$150,213.20	\$16,592.84	5/31/2020
I-17-4311	Tri-State Geotechnical Upon Request	\$500,000.00	\$316,037.55	12/31/2021
RR-18-4383	Tri-State Tollway, Phase I Upon Request	\$250,000.00	\$227,877.87	12/31/2020
RR-18-9016	Systemwide CUR, Non-Roadway	\$125,000.00	\$125,000.00	12/31/2020
I-18-4411	Mile Long Bridge CM	\$602,963.22	\$602,963.22	5/1/2023
I-18-4415	Utility Location Upon Request	\$30,000.00	\$30,000.00	2/1/2022
I-18-4420	I-294 and I-57 CM	\$550,617.00	\$550,617.00	8/1/2023
I-18-4700	EOWA Design Corridor Manager (DCM)	\$590,000.00	\$538,513.98	12/31/2022
RR-18-4382	Stearns School Rd Bridge CM	\$98,022.00	\$98,022.00	11/30/2021
I-17-4681R	EOWA I-490 at IL 19 Interchange CM	\$910,000.00	\$885,106.23	6/30/2022
I-19-4463	Tri-State Tollway, CUR	\$375,000.00	\$375,000.00	12/31/2022
I-17-4297	Tri-State Reconstruction, Design	\$124,415.12	\$7,010.68	5/31/2020
I-19-4709	EOWA I-490 at I-90 Interchange CM	\$415,966.40	\$415,966.40	8/31/2022
I-19-4711	EOWA I-490, I-294 to Franklin Ave CM	\$75,000.00	\$75,000.00	9/30/2020
RR-19-4480	Geotechnical Upon Request	\$150,000.00	\$150,000.00	4/30/2024

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

1

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

7

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

2

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

8

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

3 0

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

9

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

4

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

10

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

5

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

11

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

6

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

12

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

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

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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