

RESOLUTION NO. 21398

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Design Services for Roadway Reconstruction, Widening and Bridge Rehabilitation, on the Tri-State Tollway (I-294) from Milepost 37.8 (O'Hare Oasis) to Milepost 40.0 (Balmoral Avenue), on Contract No. I-17-4303. Bowman, Barrett & Associates Inc./Christopher B. Burke Engineering, Ltd. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$6,700,000.00. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with Bowman, Barrett & Associates Inc./Christopher B. Burke Engineering, Ltd., to obtain Design Services, for Contract No. I-17-4303 with an upper limit of compensation not to exceed \$6,700,000.00, subject to review and approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:



Chairman



November 27, 2017

Mr. James Daum, President
Bowman, Barrett & Associates, Inc. /
Christopher B. Burke Engineering, Inc.
130 E. Randolph Street, Suite 2650
Chicago, IL 60601

**Re: Contract I-17-4303
Tri-State Tollway, Roadway Reconstruction and
Bridge Rehabilitation, O'Hare Oasis (Mile Post 37.8) to
Balmoral Avenue (Mile Post 40.0)
Design Section Engineering Services**

NOTICE TO PROCEED

Dear Mr. Daum:

We are pleased to notify you that the Tollway's Board of Directors has approved your proposal dated October 10, 2017, for Design Section Engineering Services for Contract I-17-4303. You are hereby authorized to commence with the work as of November 27, 2017, and as defined in Exhibit "F" Scope of Work contained in your proposal. A duplicate original of the contract will follow shortly by mail.

In advance of your first billing, the prime and subconsultants (if any) must submit a certified payroll with a signed affidavit for all employees that are listed on the Exhibit C-3 in your contract. The certified payroll should have an effective date after, but within three weeks the effective date of this Notice to Proceed. This document may be submitted by U.S. Mail, other delivery services or by e-mail. Hard copies should be addressed to the attention of **Disbursement Control Supervisor**. The envelope containing the document should be clearly marked "Certified Payroll". The required Certified Payroll may also be delivered electronically to the following address: accountspayable@getipass.com. Please send either hard copy or electronic copy, but not both. We request the certified payroll in advance so that upon receipt of your first invoice, any associated issues regarding payroll have an opportunity to be resolved.

This contract is subject to the Illinois Procurement Code 30 ILCS 500. This code requires the General Contractor to submit certification/disclosure forms from the prime contractor and subcontractors of all tiers, known at the time of bid or offer whose contract value exceeds \$50,000. Failure to submit certification/disclosures in an acceptable format could result in a delay in notice to proceed or a conditional notice to proceed. Contractors who have not submitted certifications/disclosures in an acceptable format will not be allowed to start work.

Upon request, a copy of the sub-contract agreement must be submitted within fifteen (15) days after execution of the contract, or after execution of the sub-contract, whichever is later, for those sub-contracts with an annual value of more than \$50,000.

Revised: 10/27/2017


ILLINOIS TOLLWAY
2700 Ogden Avenue | Downers Grove, IL 60515 | p. 630.241.6800 | TTY 630.241.6988
www.illinoistollway.com

Contract I-17-4303
Notice to Proceed
Page 2 of 2

In accordance with Design Section Engineer's Manual, Section 7.0 – Quality Assurance, we are requesting submittal of your Consultant Quality Plan, via Tollway's Web-Based Project Management System, within 14 days of receiving this Notice to Proceed, for approval by the Chief Engineering Officer.

Please contact Mike Wicks at 630-241-6800 extension 3927 for further information.

Sincerely,



Paul D. Kovacs, P.E.
Chief Engineering Officer
PDK: cmhg

cc:	Greg Stukel	Dorothy Jablonski
	Mike Wicks	Sue Biggs
	John Donato	Victoria Santiago
	Contract Services	
	Program Controls	
	Lane Closures	

File: 02.3927.01.04 LT_Tollway_PDK_3927Bowman_ChristopherBurke-NTP_11272017

1.4.8 Item 8. I-17-4303, Tri-State Tollway, Roadway Reconstruction and Bridge Rehabilitation, O'Hare Oasis (M.P. 37.8) to Balmoral Avenue (M.P. 40.0)

This project has a 24% D/MWBE participation goal and 2% VOS/SDVOSBE participation goal.

Phase II engineering services are required for the preparation of contract plans and specifications for the proposed roadway reconstruction and bridge rehabilitation and improvements as determined by the Tollway, including, but not limited to, reconstruction of the Tri State Tollway between 95th Street (M.P. 17.8) and Balmoral Avenue (M.P. 40.0). This project is for the limits of the Tri-State Tollway between O'Hare Oasis (M.P. 37.8) to Balmoral Avenue (M.P. 40.0). The Tollway is finalizing design and construction limits; therefore the Tollway may modify project limits and scope at the time of negotiations.

This contract may develop up to one construction package as follows:

1. Mainline contract from O'Hare Oasis to Balmoral Avenue.

The work generally encompasses roadway and bridge design and shall include but not be limited to the following:

1. Design of roadway.
2. Reconstruction / rehabilitation of bridges.
3. New drainage structures and modification of existing drainage system.
4. Provide erosion control for all construction zones.
5. Provide design of appropriate landscape and soil erosion/sedimentation control measures as necessary in accordance with the Tollway's Environmental Studies manual.
6. Provide pavement markings, delineators and signage for the contract limits.
7. Provide barrier warrant analysis for all necessary locations and installation of guardrail, anchors and terminals to conform to the current AASHTO Guidelines and Illinois Tollway criteria.
8. Update roadway lighting as required.
9. Provide maintenance of traffic plans including those for impacts to local facilities.
10. Protection and / or relocation of utilities.
11. All other appurtenant and miscellaneous items.

The following structures are included in this project:

- Bridge 394C: Sister Stream: One mainline structure
- Bridges 393/394: Irving Park Rd.: Two mainline structures
- Bridge 394A: Irving Park Rd Ramp A: one ramp structure
- Bridge 393C: Crystal Creek: one mainline structure
- Bridges 389/390: Lawrence Avenue: two mainline structures
- Bridges 391/392: Soo Line Railroad: two mainline structures
- Bridge 363: Balmoral Ave.: one crossroad structure

Construction estimate: Category E.

Firms must be prequalified by IDOT in the following categories:

- Highways (Freeways)**
- Structures (Highway Bridges: Typical)**
- Structures (Railroad Bridges)**
- Special Services (Surveying)**
- Special Services (Subsurface Utility Engineering)**

The Tollway will allow a prime firm to meet the prequalifications for Structures (Railroad Bridges), Special Services (Surveying) and Special Services (Subsurface Utility Engineering) through a subconsultant.

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

- The person who will assume the duties of the Project Manager for all aspects of the work documents (must be an Illinois Licensed Professional Engineer).
- The person who will perform the duties of the Project Engineer, that individual in charge who is directly involved in the development of the contract documents (must be an Illinois Licensed Professional Engineer).
- The person who will be responsible for roadway design related issues (must be an Illinois Licensed Professional Engineer).
- The person who will be responsible for structural design related issues (must be an Illinois Licensed Structural Engineer).
- The person(s) who will perform the QC/QA review work of all milestone submittals, who must be an Illinois Licensed Professional Engineer for roadway elements and an Illinois Licensed Structural Engineer for structural elements.

Schedule: Design for this project is scheduled to start in 2017. Construction of this project is not scheduled.

The Consultant must have MicroStation capabilities. All final documents shall be submitted in hard copy and electronic format and follow the CADD STANDARDS Manual.

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

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

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

Note: This instruction will disappear when all data is complete

PSB 17-3 SOI Project Team: Prime and Sub-Consultant REQUIRED INFORMATION

Item # 8 I-17-4303 Tri-State Tollway, Roadway Reconstruction and Bridge Rehabilitation, O'Hare Oasis (M.P. 37.8) to Balmoral Avenue (M.P. 40.0), Phase II Engineering Services.

Team Submittals

Prime Consultant Information		Prime Contact Information (ONLY "1")			Diversity Information				NOTE: Provide only One (1) Person under Key Personnel		ISTHA		IDOT		OTHER	
Prime Consultant Firm Name	Prime FEIN Number	Contact Name (1)	Contact Phone Number (1)	Contact Email (1)	Is Firm a D/M/WBE Yes / No	Does Proposal Contain Mentor Protégé Proposal Yes / No	Percentage Commitment of D/M/WBE on Project INCLUDING PRIME, IF DBE	Percentage Commitment of VOSB on Project INCLUDING PRIME, IF VOSB	Key Personnel Project Manager (1)	Key Personnel Project Engineer / Resident Engineer (1)	Total Fee Remaining all Projects	Total Fee Remaining all Projects	Total Fee Remaining all Projects	Total Fee Remaining all Projects	Total Fee Remaining all Projects	Total Fee Remaining all Projects
BBACBE_TM (Bowman, Barrett & Associates Inc.)	[REDACTED]	James Daum	312-228-1104	jdaum@bbandainc.com	No	Yes	28.00%	2.00%	D. David Moses, PE	Michael Mack, PE	\$ 23,535,911	\$ 7,735,478	\$ 22,939,273	\$ 3,257,000	\$ 90,051,877	\$ 18,169,487
<p>Sub-Contractor Diversity Information: The below table represents the proposer's draft "Plan to Achieve Diversity Goal." The awarded consultant will finalize this Plan during negotiations based on the negotiated scope of work. The proposer's total DBE goal and proposed subconsultants shall not change, but the work category and percentage of work for each subconsultant may be adjusted, if necessary, during negotiations. NOTE: Review Instructions Tab</p>																
Sub-Consultant Information																
For Each Sub-Consultant Enter Prime Consultant Firm Name	Sub-Consultant Firm Name	FEIN Number	Provide "1" Project Manager for Sub-Consultant	Role (brief) of Sub-Consultant	Contact Phone Number (1)	Contact Email (1)	Percentage (%) of work to be performed by Sub-Consultant	IL UCP, City of Chgo or N/A	City of Chicago, Cook County or N/A	City of Chicago, Cook County or N/A	Yes or No SBA 8(a)	Yes or No VOSB / SDVOSB	Choose from the dropdown menu below Ethnicity	Male or Female	Yes or No	Intentionally Left Blank
BBACBE_TM (Bowman, Barrett & Associates Inc.)	BBACBE_TM (Christopher & Associates)	[REDACTED]	Michael Kerr	Drainage/Environment Survey	847-823-0500	mkerr@cbbel.com	24.50%	N/A	N/A	N/A	No	No	Caucasian	Male	No	
BBACBE_TM (Bowman, Barrett & Associates Inc.)	American Surveying & Engineering	[REDACTED]	Mark Wood	Survey	312-277-2000	c.fidlis@americansun.com	5.00%	IL UCP	N/A	N/A	No	No	Hispanic	Male	No	
BBACBE_TM (Bowman, Barrett & Associates Inc.)	Burns & McDonnell	[REDACTED]	Mike Mack	Structures & Roadway	312-521-8925	mmack@burnsmcd.com	20.00%	N/A	N/A	N/A	No	No	Caucasian	Male	No	
BBACBE_TM (Bowman, Barrett & Associates Inc.)	Environmental Design Interiors	[REDACTED]	Graig Neville	Roadway Design Sup	312-345-1400	gneville@envdesign.com	12.00%	IL UCP	City of Chicago	City of Chicago	No	No	African American	Female	Yes	
BBACBE_TM (Bowman, Barrett & Associates Inc.)	O'Brien & Associates, Inc.	[REDACTED]	Jim Wandell	Geotechnical	847-398-1441	jwandell@obainc.net	2.00%	N/A	City of Chicago	N/A	No	No	Caucasian	Female	No	
BBACBE_TM (Bowman, Barrett & Associates Inc.)	Orion Engineers	[REDACTED]	Charles Frangos	Roadway Design Sup	312-544-9109	cfrangos@orionengr.com	2.00%	N/A	N/A	N/A	No	Yes	Caucasian	Male	No	
BBACBE_TM (Bowman, Barrett & Associates Inc.)	SINGH & Associates	[REDACTED]	Harvind K. Singh	ITS/MEP	312-629-0240	hkaur@singhinc.com	9.00%	IL UCP	N/A	Cook County	No	No	Asian Indian	Male	No	

1-17-4303

Vendor Information

CLOSE WINDOW

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

Business Name **American Surveying & Engineering, P.C.**
 Owner **Mr. Coventine Fidis**
 Address **150 NORTH WACKER DRIVE, SUITE 2650**
 > [Map This Address](#) **CHICAGO, IL 60606**
 Phone **312-277-2000**
 Fax **312-277-2001**
 Email **c.fidis@americansurvey.com**
 Website **<http://www.americansurvey.com>**
 Ethnicity **Hispanic**
 Gender **Male**
 County **Cook (IL)**

Certification Information

Certifying Agency **State of Illinois Central Management Services**
 Certification Type **MBE - Minority Business Enterprise**
 Renewal Date **5/18/2018**
 Expiration Date **5/18/2022**
 Certified Business Description **Surveyor Services, Land**

Commodity Codes

Code	Description
NIGP 92586	Surveyor Services, Land

Additional Information

Region **Metro Chicago**

1-17-4303

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

Business Name **Environmental Design International, Inc.**
 Owner **Ms. Leslie J Sawyer**
 Address **33 W. Monroe St., Ste. 1825**
 > [Map This Address](#) **Chicago, IL 60603**
 Phone **312-345-1400**
 Fax **312-345-0529**
 Email **lsawyer@envdesigni.com**
 Website **www.envdesigni.com**
 Ethnicity **African American**
 Gender **Female**
 County **Cook (IL)**

Certification Information

Certifying Agency **State of Illinois Central Management Services**
 Certification Type **WMBE - Women/Minority Business Enterprise**
 Renewal Date **6/15/2018**
 Expiration Date **6/18/2018**
 Certified Business Description **Engineering Services, Non-Licensed (Not Otherwise Classified), Including Consulting Surveyor Services, Land Air Pollution Control Services (Including Data Collection Research and Development, etc.) Remediation Services, Environmental (Including Rehabilitation Services Hazardous Waste and Mold Remediation)**

Commodity Codes

Code	Description
NIGP 90740	Engineering Services, Non-Licensed (Not Otherwise Classified), Including Consulting
NIGP 92586	Surveyor Services, Land
NIGP 92614	Air Pollution Control Services (Including Data Collection Research and Development, etc.)
NIGP 92678	Remediation Services, Environmental (Including Rehabilitation Services Hazardous Waste and Mold Remediation)

Additional Information

Region **Metro Chicago**
 Reciprocal Certification Agency **City of Chicago**

1-17-4303

Vendor Information

CLOSE WINDOW

 HELP

Vendor Information

Business Name **O'Brien & Associates, Inc.**
 Owner **Josephine O'Brien**
 Address **1235 East Davis**
 > [Map This Address](#) **Arlington Heights, IL 60005-2192**
 Phone **847-398-1441**
 Fax **847-398-2376**
 Email **josephineobrien@obainc.net**
 Website **[obainc](#)**

Certification Information

Certifying Agency **City of Chicago**
 Certification Type **WBE - Women Business Enterprise**
 Certification Date **7/7/2017**
 Renewal Date **6/1/2018**
 Expiration Date **6/1/2018**
 Certified Business Description **NAICS 541330 Environmental engineering services**
NAICS 541330 Geological engineering services
NAICS 541380 Geotechnical testing laboratories or services
NAICS 541380 Soil testing laboratories or services

Commodity Codes

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

Additional Information

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Vendor Information

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 HELP

Vendor Information

Business Name **Singh & Associates, Inc.**
 Owner **Sadhu Rikhiraj**
 Address **230 W MONROE ST STE 1400**
 > [Map This Address](#) **CHICAGO, IL 60606-4802**
 Phone **312-629-0240**
 Fax **312-629-8449**
 Email **singh@singhinc.com**
 Website **www.singhinc.com**

Certification Information

Certifying Agency **Cook County**
 Certification Type **MBE - Minority Business Enterprise**
 Certification Date **11/23/2016**
 Renewal Date **11/23/2017**
 Expiration Date **11/23/2019**
 Certified Business Description **Licensed Professional Services: Design & Construction Engineering Services**

Commodity Codes

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

Additional Information

[Customer Support](#)

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EXHIBIT F - Letter of Intent

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

Project Name: Tri-State Tollway, O'Hare Oasis to Balmoral Ave Project/Solicitation Number: I-17-4303

Name of Prime Vendor: BOWMAN, BARRETT & ASSOCIATES INC. VOSB Compliance Contact: D. David Moses, PE

Address: 130 E. Randolph Street, Suite 2650

City: Chicago State: IL Zip Code: 60601

Telephone: 312-228-0100 Fax: 312-228-0706 Email: dmoses@bbandainc.com

Name of Certified VOSB Vendor: Orion Engineers, LLC

Address: 220 North Green Street VOSB Compliance Contact: Charles Frangos, PE PTOE

City: Chicago State: IL Zip Code: 60607

Telephone: 312-544-9108 Fax: Email: cfrangos@orionengineersllc.com

Type of agreement: [X] Services

Anticipated start date of the Certified VOSB Vendor: 2017 (after notice to proceed is received)

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

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

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

Orion Engineers, LLC will provide roadway design support for the project.

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

Vendor (Company Name and D/B/A):

Signature: James Daum, PE
Print Name: James Daum, PE
Title: President
Date: 5/2/2017

Certified VOSB Vendor (Company Name and D/B/A):

Signature: Charles Frangos, PE PTOE
Print Name: Charles Frangos, PE PTOE
Title: President
Date: 4/21/2017

1-17-4303

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

Business Name **Orion Engineers, LLC**
 Owner **MR. CHARLES FRANGOS**
 Address **220 N Green Street**
 > [Map This Address](#) **Chicago, IL 60607**
 Phone **312-544-9108**
 Fax **312-544-9108**
 Email **cfrangos@orionengineersllc.com**
 Website **<http://www.orionengineersllc.com>**
 Ethnicity **Caucasian**
 Gender **Male**
 County **Cook (IL)**

Certification Information

Certifying Agency **State of Illinois Central Management Services**
 Certification Type **VOSB - Veteran Owned Small Business**
 Renewal Date **7/16/2018**
 Expiration Date **7/16/2020**
 Certified Business Description **Civil Engineering,
 General Construction: Management, Scheduling, Cost Estimation
 - Engineering,
 Highways, Streets, Airport Pay-Parking Lots - Engineering,
 Land Development and Planning/Engineering,
 Municipal Engineering,
 Traffic and Transportation Engineering,
 Erosion Control Services**

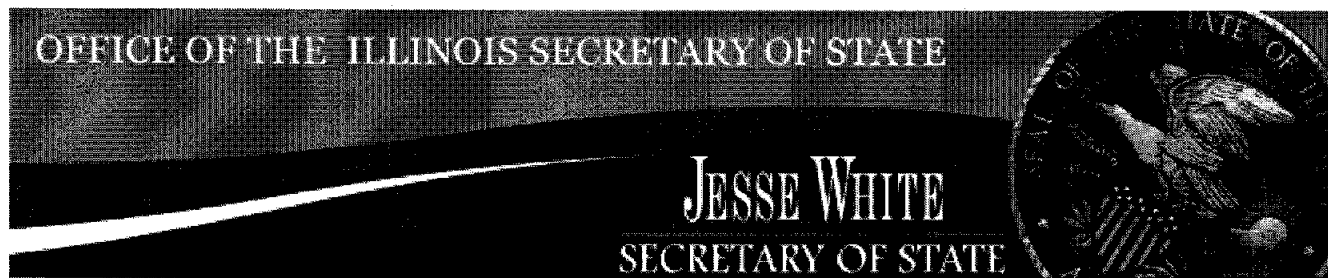
Commodity Codes

Code	Description
NIGP 92517	Civil Engineering
NIGP 92544	General Construction: Management, Scheduling, Cost Estimation - Engineering
NIGP 92549	Highways, Streets, Airport Pay-Parking Lots - Engineering
NIGP 92561	Land Development and Planning/Engineering
NIGP 92570	Municipal Engineering
NIGP 92593	Traffic and Transportation Engineering
NIGP 98814	Erosion Control Services

Additional Information

Region **Metro Chicago**

1-17-4303



CORPORATION FILE DETAIL REPORT

File Number	55761213		
Entity Name	BOWMAN BARRETT & ASSOCIATES, INC.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	12/08/1989	State	ILLINOIS
Agent Name	TERRY L ENGEL	Agent Change Date	01/28/1999
Agent Street Address	225 W WASHINGTON ST SUITE 1700	President Name & Address	JAMES DAUM 130 E RANDOLPH ST CHICAGO 60601
Agent City	CHICAGO	Secretary Name & Address	LOUIS BOWMAN 130 E RANDOLPH ST CHICAGO 60601
Agent Zip	60606	Duration Date	PERPETUAL
Annual Report Filing Date	00/00/0000	For Year	2017

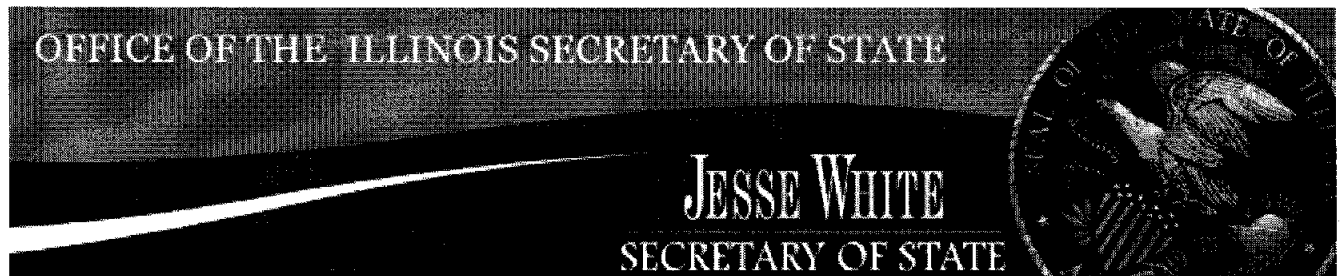
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(One Certificate per Transaction)

OTHER SERVICES

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[Articles of Amendment Effecting A Name Change](#)
[Change of Registered Agent and/or Registered Office Address](#)
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1-17-4303



CORPORATION FILE DETAIL REPORT

File Number	54407831		
Entity Name	CHRISTOPHER B. BURKE ENGINEERING, LTD.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	10/06/1986	State	ILLINOIS
Agent Name	CHRISTOPHER B BURKE	Agent Change Date	12/10/1993
Agent Street Address	9575 W HIGGINS RD 600	President Name & Address	CHRISTOPHER B BURKE 8S201 COLLEGE RD NAPERVILLE 60540
Agent City	ROSEMONT	Secretary Name & Address	SUSAN S BURKE SAME
Agent Zip	60018	Duration Date	PERPETUAL
Annual Report Filing Date	09/01/2017	For Year	2017

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OTHER SERVICES

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1-17-4303

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

08:51 10/16/17

ACTION: S

Bowman, Barrett & Associates Inc.

VENDOR NUMBER= ****

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/16/17 AT 08:51 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

1-17-4303

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

08:51 10/16/17

ACTION: S

Christopher B. Burke Engineering, Ltd.

VENDOR NUMBER= ****

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/16/17 AT 08:51 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

08:52 10/16/17

ACTION: S

American Surveying & Engineering, P.C.

VENDOR NUMBER= ****

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/16/17 AT 08:52 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER **** PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

1-17-4303

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:01 10/16/17

ACTION: S

Burns & McDonnell

VENDOR NUMBER= ****

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/16/17 AT 09:01 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ** PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

1-17-4303

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

08:52 10/16/17

ACTION: S

Environmental Design International Inc.

VENDOR NUMBER= ****

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/16/17 AT 08:52 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER **** PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

08:52 10/16/17

ACTION: S

O'Brien & Associates, Inc.

VENDOR NUMBER= ****

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/16/17 AT 08:53 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *** PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

1-17-4303

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

08:53 10/16/17

ACTION: S

Orion Engineers LLC

VENDOR NUMBER= **** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/16/17 AT 08:53 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

1-17-4303

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

08:53 10/16/17

ACTION: S

Singh & Associates, Inc.

VENDOR NUMBER= ***

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/16/17 AT 08:53 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ** PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

EXHIBIT E - DBE

PARTNERING FOR GROWTH PROGRAM
FOR
DISADVANTAGED BUSINESS ENTERPRISES (DBEs)

PSB: 17-3 ITEM: 8

MEMORANDUM OF UNDERSTANDING
BETWEEN:

THE MENTOR:	FIRM NAME ADDRESS	A N D	THE PROTÉGÉ:	FIRM NAME ADDRESS
<u>BBACBE_TM</u>	130 E. Randolph Street, Suite 2650, Chicago, IL 60601		<u>Environmental Design International inc.</u>	33 West Monroe Street, Suite 1825, Chicago, IL 60603

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

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

I. PROGRAM PURPOSE

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

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

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

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

II. CONFORMANCE TO PROGRAM GOALS

A. Participation in this project by the Protégé.

1. In area(s) being mentored:

- Technical work covered by Mentor's prequalification category(ies) 12%

Scope:

Highways (Freeways)

- Work not applicable to prequalification category(ies) _____%

Scope:

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

2. In area(s) not being mentored:

- Work the Protégé will self-perform _____%

Note: Protégé participation in this area is optional

3. Total participation by the Protégé (Sum of 1. and 2.) 12.00%

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

EDI needs a mentor for Roadway Design. EDI has in-house staff with roadway design experience, but needs a mentor to assist with developing current staff to take on more responsible roadway projects for Tollway. The goal is to mentor junior to mid-level staff to develop them into more senior staff capable of project managing smaller Tollway projects with EDI as a prime consultant.

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

EDI requests mentor to assist protege with understanding the project from concept to final document preparation for roadway design. This would include shadowing the mentor's Project Engineer and possibly Project Manager to develop insights into the project management and design process in addition to the technical requirements of the deliverables.

III. MENTOR EXPERIENCE WITH THE PROGRAM

- A. Has the Prime consultant served as a Mentor on a Tollway project completed within the last five years? If yes, list Contract #(s): YES NO

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

Areas of Assistance:

- B. Is the Prime consultant currently serving as a Mentor on a Tollway project? If yes, list Contract #(s): YES NO

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

Areas of Assistance:

- C. Has the Prime consultant mentored the Protégé on another Tollway project within the last five years? If yes, list Contract #(s): YES NO

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

Areas of Assistance:

IV. PROTÉGÉ EXPERIENCE WITH THE PROGRAM

- A. Has the DBE firm ever been contracted by the Tollway as a Prime consultant? If yes, list date, Contract #, and description of scope for each project(s): YES NO

<u>Date</u>	<u>Contract #</u>	<u>Description of Scope</u>
<u>7-27-07</u>	<u>I-05-5419</u>	<u>Construction Management from Dempster to Willow</u>
<u>9/27/12</u>	<u>I-12-4054</u>	<u>Construction Management Upon Request - I-294 and I-57 Interchange</u>
<u>2/27/12</u>	<u>RR-11-4024</u>	<u>Design/Construction Mgmt. I-88 and I-90 Ramp Reconstruction</u>


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

The Protege has never been mentored in this area before.

V. STATEMENT OF COMMITMENT

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

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



SIGNATURE (Mentor Representative)

5/4/17

(Date)



SIGNATURE (Protégé Representative)

4/19/17

(Date)

Contract: 1-17-4303

Prime: Bowman, Barrett & Associates, Inc.

Key Personnel

Christopher B. Burke
Engineering, Ltd.

Please note, Classifications with a check mark are the only ones needed per the PSB solicitation requirements.

Exhibit A – Proposed Staff PSB 17-3

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

Project Manager (Items 1–15, 17–27 & 30–33)			
Name:	D. David Moses		
Firm:	Bowman, Barrett & Associates Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062-057576		
Year Registered:	2004	State:	IL
Office Address:	130 E. Randolph Street, Suite 2650		
City:	Chicago	State:	IL

Project Manager (Item 29)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer, Experience: Infrastructure/Pavement		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Project Engineer (Items 1–15 & 30–33)			
Name:	Jason Souden		
Firm:	Christopher B. Burke Engineering, Ltd.		
Category:	IL Licensed Professional Engineer		
License #:	062050850		
Year Registered:	1996	State:	IL
Office Address:	9575 W. Higgins Rd #600		
City:	Rosemont	State:	IL

Roadway Engineer (Items 1–9, 14, 15, 23, 30–33)			
Name:	Robert Rose		
Firm:	Bowman, Barrett & Associates Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062-057603		
Year Registered:	2004	State:	IL
Office Address:	130 E. Randolph Street, Suite 2650		
City:	Chicago	State:	IL

Structural Engineer (Items 1–11, 23, 30–33)			
Name:	Daniel Filice		
Firm:	Bowman, Barrett & Associates Inc.		
Category:	IL Licensed Structural Engineer		
License #:	081-007107		
Year Registered:	2011	State:	IL
Office Address:	130 E. Randolph St. Suite 2650		
City:	Chicago	State:	IL

Roadway QC/QA (Items 1–15 & 31–33)			
Name:	Ross Anderson		
Firm:	Bowman, Barrett & Associates Inc.		
Category:	IL Licensed Structural Engineer		
License #:	081004654		
Year Registered:	1987	State:	IL
Office Address:	130 E. Randolph Street, Suite 2650		
City:	Chicago	State:	IL

Structures QC/QA (Items 1–15 & 31–33)			
Name:	Kevin Eisenbeis		
Firm:	Burns & McDonnell		
Category:	IL Licensed Structural Engineer		
License #:	081005512		
Year Registered:	2016	State:	IL
Office Address:	9400 Ward Parkway		
City:	Kansas City	State:	MO

Electrical Engineer (Items 12 & 13)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

**Exhibit A – Proposed Staff
PSB 17-3, continued**

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

Mechanical Engineer (Items 12 & 13)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Resident Engineer (Items 17–27)			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Materials Coordinator (Items 17–27)			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Document Technician (Items 17–27)			
Name:			
Firm:			
Category:	Documentation Certification Number- IDOT class S-14		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Materials QA Technician (Items 17–27)			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Geotechnical Lead (Item 16)			
Name:			
Firm:			
Category:	IL Licensed Structural Engineer, or other qualified professional with 5 years' experience.		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Field Drilling Supervisor (Item 16)			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Required Prequalification Category**			
Name:	Thomas A. Sanderson		
Firm:	American Survey & Engineering P.C.		
Category:	Special Services (Subsurface Utility Engineering)		
License #:	062054022		
Year Registered:	2000	State:	IL
Office Address:	150 N. Wacker Dr. Suite 2650		
City:	Chicago	State:	IL

*If work is being performed by a Sub-consultant list firm name also.

**Note the specific function listed in the Item description for Key Personnel

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Bowman, Barrett & Associates Inc.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶		<input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) 130 E. Randolph, Suite 2650		Requester's name and address (optional)
	6 City, state, and ZIP code Chicago, Illinois, 60601		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

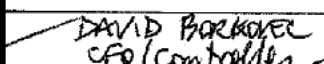
Social security number												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; height: 20px;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> </tr> </table>											<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 100%; height: 20px;"></td> </tr> </table>	
OR												
Employer identification number												

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest or dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
	 DAVID BARKOVER CFO/Controller	5-10-2016

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Vendor Code Checklist

Name of Requestor: Eleanor Curcuro

Check One:

- Create New Vendor Code
- Activate Inactive Vendor Code
- Update / Modify Vendor Code

Existing Vendor Code (if applicable):	
Vendor Name:	Bowman, Barrett & Associates Inc./Christopher B. Burke Engineering, Ltd. (BBACBE_TM)
Contact Person Name:	James Daum
Address:	130 E. Randolph Street, Suite 2650, Chicago, Illinois 60601
Phone:	312-228-0100
Fax:	312-228-0706
FEIN:	36-3680375
E-mail Address:	jdaum@bbandainc.com
Web Address:	www.bbandainc.com
Remittance Address:	Same as vendor code BOW575

Attach W-9 and Additional Applicable Documentation from Vendor
(E-mail, Letter from Vendor on Company Letterhead, or Invoice to Support the Modification)

Reason for New Code / Activation / Modification:

Bowman, Barrett & Associates Inc./Christopher B. Burke Engineering, Ltd. (BBACBE_TM) was the top firm selected for PSB 17-3 item 8 (contract # 1-17-4303). This team will be in charge of the following project: Tri-State Tollway, Roadway Reconstruction and Bridge Rehabilitation, O'Hare Oasis (M.P. 37.8) to Balmoral Avenue (M.P. 40.0). Phase II Engineering Services.

Approved By:



Requesting Department Chief

or

Designee Signature

Date

7-25-17

Procurement Department Chief

or

Designee Signature

Date

(if request originated outside of the Procurement Department)

Paul Kovacs, Chief Engineering Officer
Printed Name and Title

Roger Nondorf
Deputy Chief of Procurement



Vendor Address

Bowman, Barrett Associates Inc./Christopher B. Burke Engineering, Ltd.
130 E. Randolph Street
Chicago Illinois 60601

Vendor List Vendor Details Personnel Contracts Locations Billing Addresses

Name Bowman, Barrett & Associates Inc./Christopher B. Burke Engineering, Ltd.

Short Name BBACBE_TII

Alternate Name

General Certifications Synopsis Comments

Vendor Nbr BOW159 FEIN 36-3880375

Active Catapult Vendor ID 17271

Address 130 E. Randolph Street
Suite 2850

City Chicago County Cook

State Illinois Zip 60601

Phone 312-228-0100 Fax

Web Address

UCP TII [Supporting Documents](#)

Ethnicity Under Review

Gender Under Review SBSB BEP

SOI Number

Changed By SVC_SQLCAT Agent

TEAMING AGREEMENT

THIS AGREEMENT is made as of October 10, 2017 between **Bowman Barrett & Associates, Inc. and Christopher B. Burke Engineering, Ltd.** (each individually, a "Member" and collectively, the "Members") for the following reasons:

- (1) The Members, Bowman Barrett & Associates, Inc. (BB&A) and Christopher B. Burke Engineering, Ltd. (CBBEL) prepared and submitted a Statement of Interest (the "SOI") to the Illinois State Toll Highway Authority (Illinois Tollway, dated 5/4/2017, to provide certain professional engineering services, with respect to PSB # 17-3 / Item 8: Contract No. I-17-4303 for TRI-STATE TOLLWAY, ROADWAY RECONSTRUCTION AND BRIDGE REHABILITATION, O'HARE OASIS (M.P. 37.8) TO BALMORAL AVENUE (M.P. 40.0))
- (2) The Illinois Tollway has accepted the SOI and now desires that the Members perform or provide such services in accordance with the SOI; and
- (3) This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, amongst the Members and relating to the subject matter of this Agreement.

In consideration of the promises contained in this Agreement, the Members agree as follows:

ARTICLE 1 - PURPOSE

1.1 The Members hereby associate themselves for the sole and limited purpose of performing the services under a contract with the Illinois Tollway (the "Contract").

ARTICLE 2 - MEMBER RELATIONSHIPS

2.1 The team lead shall be BB&A and BB&A shall be Prime Consultant.

2.2 CBBEL shall be a subconsultant to BB&A as such shall each execute a subconsultant agreement with BB&A.

2.3 Other firms anticipated to provide services include American Surveying & Engineering, P.C., Burns & McDonnell Engineering Co., Inc., Environmental Design International Inc., O'Brien & Associates Inc., Orion Engineers, LLC, and Singh & Associates, Inc. and as such shall each execute a subconsultant agreement with BB&A.

ARTICLE 3 – FORM OF AGREEMENT

3.1 This agreement does not constitute a partnership, joint venture or any other form of business association. The relationship between Members shall be that of a prime consultant/ sub consultant arrangement. No Member is the agent of another Member, and except as expressly provided in this Agreement, no Member may bind another Member. No profits, losses or costs shall be shared under any provision of this Agreement.

ARTICLE 4 – ADMINISTRATIVE MANAGEMENT

4.1 The Team Lead will be BB&A.

4.2 BB&A will be responsible for invoicing.

ARTICLE 5 - STAFFING

5.1 The Project Manager shall be D. David Moses. The Project Manager shall be (a) responsible for the daily direction, coordination, supervision and management of the services for their

assignments as noted herein to be performed under the Contract and each subcontract, (b) primary contact with the Illinois Tollway and any others performing services related to the Project with respect to those services allocated to each of them under their assignment, and (c) responsible for reporting matters related to the status of the Project and the services for their applicable assignment performed under the Contract.

ARTICLE 6 - MEMBER INTERESTS

6.1 The respective interests of the Members and the allocation of services under the Contract, shall be as follows:

Illinois Tollway Contract % allocation of Services*

BB&A: 27.183 %

CBBEL 27.109 %

* The remaining 45.708 % of the services will be allocated to other subconsultants as defined in Article 2.3 and contracted under BB&A.

ARTICLE 7 - CONTRACT NEGOTIATIONS

7.1 BB&A shall be the lead negotiator in negotiation with the Illinois Tollway.

ARTICLE 8 - INSURANCE

8.1 Each Member will comply with the insurance requirements set forth in the Contract, it being the intent that the Illinois Tollway's requirements be met by each Member's own current practice policies.

8.2 Each Member shall include the other Members as an additional insured on its general liability and automobile liability policies.

8.3 Each Member shall furnish to BB&A certificates of insurance as evidence of the preceding, including a provision that such insurance shall not be canceled without at least thirty (30) days' advance written notice to the other Members.

8.4 Other Subconsultants contracted through BB&A shall be required to provide and maintain insurance specified by BB&A in consideration of the Subconsultant's scope of work and the Illinois Tollway's requirements, if any. Subconsultants shall include each Member, as additional insureds on their general liability and automobile liability policies, and shall have their general liability policies state that the coverage afforded to each Member as an additional insured be primary and non-contributory to each Member firm's General Liability insurance.

8.5 Each Member mutually agrees, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all losses, claims, damages, expenses or liability whatsoever, whether direct, indirect, economic or consequential, including, but not limited to, and including reasonable attorney's fees, arising from their own negligent acts, errors, or omissions in performance of their services under the Contract, but only to the extent that each Member is responsible for such damages, liabilities or costs on a comparative basis of fault.

ARTICLE 9 - SERVICES

9.1 Services required by the Contract will be subcontracted by BB&A to the Members hereto and, to the other third parties anticipated to be subconsultants to BB&A as defined in Article 2.3.

9.2 The general scope and nature of the services to be provided by each Member and other

subconsultants, are to be mutually agreed upon. Specific services to be provided by each Member shall be more fully described in each subcontract. It is anticipated, however, and to the extent practicable, that the distribution of services is such that the revenue received for such services shall be in proportion to each Member's interest in the Illinois Tollway contract % allocation of services as set forth in Article 6.

ARTICLE 10 - COMPENSATION

10.1 Compensation for the services shall be paid based on the invoices submitted by each respective Member on standard invoicing forms applicable to the particular task or tasks performed by such Member. The compensation limits for each Member shall be based on the budgets established using the Illinois Tollway's approved contract Exhibits as furnished by each Member. Each Member shall periodically, as prescribed in its subcontract, invoice BB&A for its services and allowable costs. Allowable costs may include, without limitation, labor, overhead costs, and expenses incurred in the performance of the Contract. Compensation shall be payable to the Members by BB&A upon receipt of payments from the Illinois Tollway. BB&A shall pay each Member the sums due therefrom to the extent paid by the Illinois Tollway, less any amounts disputed or held as retainage by the Illinois Tollway. Subject to the foregoing, invoices shall be paid within ten (10) days of receipt of payment from the Illinois Tollway.

ARTICLE 11 - BOOKS AND RECORDS

11.1 Each Member, will maintain its records related to the Project in accordance with generally accepted accounting principles. If Illinois Tollway has record retention rules in addition to such generally accepted accounting principles, each Member shall also comply with such Illinois Tollway specific rules.

ARTICLE 12 - TERM OF AGREEMENT

12.1 This Agreement shall be effective as of the date first set forth above upon the execution by the Members, and shall terminate upon the occurrence of any of the events listed below:

- (a) The Contract with the Illinois Tollway has been fully performed in accordance with its terms and conditions, full and complete payment has been made thereon.
- (b) The Contract has been terminated by the Illinois Tollway or by mutual agreement.
- (c) The Members agree in writing to terminate this Agreement.
- (d) The Members are unable to agree upon a mutually acceptable Contract with the Illinois Tollway.

12.2 Termination of this Agreement shall not terminate rights and obligations of the Members which arose prior to such termination, but nothing in this Article or elsewhere in this Agreement shall confer, create, or expand any rights to the Illinois Tollway or to any other third parties.

ARTICLE 13 - CONFIDENTIALITY

13.1 The Members agree that the terms of this Agreement shall, to the extent possible, remain privileged and confidential information. Each Member will use reasonable good faith efforts to ensure that those people to whom this Agreement is given agree to retain as confidential its terms and conditions. No Member shall use any information supplied to it by any other Member for any purpose other than as intended. Each Member shall have the right to designate, in writing, information which it delivers to any other Member as Confidential, which information may not be disclosed to any other person or entity without the express prior written consent of the Member delivering such information.

ARTICLE 14 - MEMBER REPRESENTATIONS

14.1 Each Member hereto represents to the other that it has the full power and authority to enter into this Agreement and to perform all the obligations set forth herein and under the Contract or any subcontract thereto with respect to said Member, that this Agreement has been duly authorized by all necessary corporate action, and that each Member is duly organized, validly existing and in good standing in its State of incorporation, and is or will be qualified to do business, and in good standing, in the State in which the Project is located.

14.2 Each Member warrants and represents that it has, or will obtain, and will keep in full force and effect, all necessary permits and licenses necessary for the Member's functions under this Agreement, the Contract, and any subcontract thereto. Neither the entering into nor the performance of any obligation hereunder by any of the Members shall constitute a violation of any applicable rule, regulation, law, statute, decree or ordinance in effect governing said Member, or any Articles of Incorporation or Bylaws of said Member, nor is it a violation of any agreement, contract or other instrument to which said Member is a Member.

14.3 Each Member further represents and warrants that there are no pending or threatened actions or proceedings before any court or administrative agency which may materially affect such Member's business assets or condition, or which would materially impair its ability to perform its obligations hereunder and under the Contract or any subcontract thereto.

ARTICLE 15 - GENERAL PROVISIONS

15.1 **BINDING EFFECT.** This Agreement shall inure to the benefit of and shall be binding upon the respective successors or assigns of the Members.

15.2 **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Illinois and may be executed in any number of counterparts, each of which shall be deemed an original and together shall constitute a single instrument.

15.3 **SEVERABILITY.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

15.4 **INTEGRATION.** This Agreement, including any exhibits and amendments thereto incorporated by this reference, represents the entire and integrated agreement between the Members. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

15.5 **AMENDMENTS** This Agreement may be amended only by a written instrument signed by all Managers.

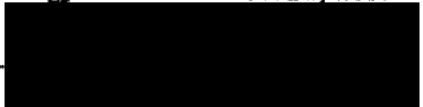
15.6 **NON-ASSIGNMENT.** This Agreement shall not be assigned by any Member hereto to any third party(s) without the prior written consent of the other Members. Unless otherwise stated in the written consent, no assignment will release or discharge the assignor from any obligation under this Agreement

15.7 **WAIVERS.** A waiver by any Member of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving Member's rights with respect to any other or further breach.

IN WITNESS WHEREOF, the Members have executed this Agreement effective as of the date first mentioned above.

BOWMAN BARRETT & ASSOCIATES, INC.

Signature: _____



Name: James Daum

Title: President

Date: 10/10/2017

CHRISTOPHER B. BURKE ENGINEERING, LTD.

Signature: _____



Name: Michael Kerr

Title: Executive Vice President

Date: 10/10/2017

DESIGN SECTION ENGINEER
AGREEMENT INCLUDING TEAMING

The Board of Directors, on the 26th day of **October, 2017**, authorized this AGREEMENT to be entered into by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter sometimes referred to as "TOLLWAY", and comprised of the Team of **BOWMAN, BARRETT & ASSOCIATES, INC. / CHRISTOPHER B. BURKE ENGINEERING LTD.**, authorized and existing within the laws of the State of Illinois, hereinafter referred to as "DESIGN SECTION ENGINEER".

W I T N E S S E T H:

WHEREAS, the DESIGN SECTION ENGINEER has submitted a proposal dated **October 10, 2017**, to provide design section engineering services for Contract No. **I-17-4303** for **Tri-State Tollway, Roadway Reconstruction and Bridge Rehabilitation, O'Hare Oasis (Mile Post 37.8) to Balmoral Avenue (Mile Post 40.0)**; and

WHEREAS, DESIGN SECTION ENGINEER represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from **PSB 17-3, Item 8**, staffed with professional licensed engineers, experienced and able to perform the engineering design services required for said contract, and it is in the best interest of the TOLLWAY to accept said proposal.

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

ARTICLE I

General Provisions

A. The DESIGN SECTION ENGINEER shall perform all design section engineering services for Contract No. **I-17-4303** for **Tri-State Tollway, Roadway Reconstruction and Bridge Rehabilitation, O'Hare Oasis (Mile Post 37.8) to Balmoral Avenue (Mile Post 40.0)** in accordance with the requirements and terms of this Agreement and the proposal from the DESIGN SECTION ENGINEER of **October 10, 2017**, attached hereto and made a part hereof as Exhibit "1". With respect to any inconsistency or conflict between the terms of this Agreement and the proposal (Exhibit "1"), the term or terms of this Agreement shall govern and prevail.

B. All services performed by DESIGN SECTION ENGINEER shall be performed according to professional standards and in accordance with the Design Section Engineer's Manual for The Illinois State Toll Highway Authority in effect at the date of contract execution, and as revised thereafter.

C. The DESIGN SECTION ENGINEER shall perform its services hereunder with the same degree of care, skill and diligence as is ordinarily possessed and

exercised by a member of the same profession, currently practicing under similar circumstances.

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

ARTICLE II

Time of Performance

Upon receipt of Notice to Proceed authorized by the Chief Engineering Officer of the TOLLWAY, the DESIGN SECTION ENGINEER shall perform the services herein during the period commencing on the latter of either **execution of the Agreement or October 27, 2017** and ending **October 26, 2027**, in accordance with the schedule included in the attached proposal.

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

ARTICLE III

Compensation

The DESIGN SECTION ENGINEER shall perform all engineering design services as required herein, and the TOLLWAY shall pay the DESIGN SECTION ENGINEER as compensation therefor, the DESIGN SECTION ENGINEER'S actual payroll cost times a multiplier of **2.8000** and certain direct expenses (as shown in Exhibit "1") with an upper limit of compensation of **Six Million, Seven Hundred Thousand Dollars and No Cents (\$6,700,000.00)**. If, in the opinion of the DESIGN SECTION ENGINEER, additional fees or expenses in excess of the upper limit of compensation agreed herein are required, the DESIGN SECTION ENGINEER shall promptly notify the Chief Engineering Officer of the TOLLWAY thereof and shall not incur or charge any such fees or expenses without prior written approval of the Chief Engineering Officer. The DESIGN SECTION ENGINEER shall ensure that its subcontractors (if applicable) submit bills and invoices in a manner consistent with the terms of this Agreement and shall include language in its subcontractor agreements whereby the subcontractors expressly agree to be bound by the terms of this Agreement, including but not limited to the Inspector General Provision at Article XIX.

ARTICLE IV

Scope of the Service

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

ARTICLE V

Compliance with State and Other Laws

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

Governing Law; Exclusive Jurisdiction

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

Confidentiality

DESIGN SECTION ENGINEER, including its agents and subconsultants, to this AGREEMENT may have or gain access to confidential data or information owned or maintained by the TOLLWAY in the course of carrying out its responsibilities under this AGREEMENT. The DESIGN SECTION ENGINEER shall presume all information received from the TOLLWAY or to which it gains access pursuant to this AGREEMENT is confidential. No confidential data collected, maintained, or used in the course of DESIGN SECTION ENGINEER's performance of this contract shall be disseminated except as authorized by law and with the written consent of the TOLLWAY, either during the period of the AGREEMENT or thereafter. The DESIGN SECTION ENGINEER must

return any and all data collected, maintained, created or used in the course of the performance of the AGREEMENT, in whatever form it is maintained, promptly at the end of the AGREEMENT, or earlier at the request of the TOLLWAY, or notify the TOLLWAY in writing of its destruction with prior TOLLWAY approval only.

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

ARTICLE VI

Responsibility for Injuries and Damages

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

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

ARTICLE VII

Insurance

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

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

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

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

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

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

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

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

ARTICLE VIII

Ownership of Documents

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

ARTICLE IX

Financial Statement

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

ARTICLE X

Successors and Assigns

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

ARTICLE XI

Subcontractors

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

ARTICLE XII

Suspension

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

ARTICLE XIII

Termination

A. Termination Without Cause

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

and services and determine the percentage of the work required to be performed under this Agreement that has been completed by the DESIGN SECTION ENGINEER. In case of dispute between the TOLLWAY and the DESIGN SECTION ENGINEER, the decision of the Chief Engineering Officer shall be final. At the request and direction of the Chief Engineering Officer of the TOLLWAY, the DESIGN SECTION ENGINEER shall, additionally, within ten (10) days after the date of termination, furnish the TOLLWAY with two (2) sets of prints of plans, two (2) sets of Special Provisions and two (2) sets of calculations with respect to the services performed to date of termination in accordance with the requirements of the Design Section Engineer's Manual for The Illinois State Toll Highway Authority in effect at the date of contract execution, and as revised thereafter.

In the event the Chief Engineering Officer of the TOLLWAY requires additional services to be performed by the DESIGN SECTION ENGINEER to complete certain elements of the engineering services, the DESIGN SECTION ENGINEER shall prepare a final Progress Report on completion of the additional services. The TOLLWAY will review the final Progress Report and determine the percentage of completed services performed under the Agreement by the DESIGN SECTION ENGINEER.

2. The total compensation due to the DESIGN SECTION ENGINEER, in the event of termination without cause, shall be limited to the following, less all previous payments to the DESIGN SECTION ENGINEER and any credits or set-offs due to the TOLLWAY:

- a. Actual payroll cost for services properly performed prior to the effective date of termination, times a multiplier of **2.8000**;
- b. Actual reimbursable direct expenses incurred prior to the effective date of termination;
- c. Actual payroll cost times a multiplier of **2.8000** for any wind-up services after the effective date of termination as directed to be performed by the Chief Engineering Officer of the TOLLWAY;
- d. Actual reimbursable direct expenses incurred for any wind-up services after the effective date of termination as directed to be performed by the Chief Engineering Officer of the TOLLWAY;

B. Termination for Cause

1. In the event the DESIGN SECTION ENGINEER fails to meet any of its contractual obligations, as set forth in this Agreement including the proposal, then the TOLLWAY, at its option, may consider the Agreement as canceled effective upon the delivery of written Notice of Termination for Cause to the DESIGN SECTION ENGINEER, and the DESIGN SECTION ENGINEER shall have no further claims or rights against the TOLLWAY except as set forth herein. The TOLLWAY may, as additional remedies, and without prejudice to or waiver of any other right or remedy

which it possesses hereunder or as a matter of law, complete the performance of the engineering services with its own forces, or secure services from any other available source and any difference in cost shall be charged back to the DESIGN SECTION ENGINEER, or at the option of the TOLLWAY the DESIGN SECTION ENGINEER shall promptly pay for or reimburse the TOLLWAY for any such difference in cost, or the TOLLWAY may deduct any such cost from any payments due or to become due the DESIGN SECTION ENGINEER, if any. In addition to any difference in cost for services incurred by the TOLLWAY, the DESIGN SECTION ENGINEER shall reimburse the TOLLWAY for any costs, fees, or expenses, including administrative, engineering and legal expenses incurred by the TOLLWAY due to the failure of the DESIGN SECTION ENGINEER to meet such obligations. The foregoing costs, fees and expenses, may, at the direction of the TOLLWAY, be deducted from any sums remaining due for services properly performed prior to the effective date of the cancellation and termination.

2. The conditions for termination for cause are as follows:

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

3. Upon termination for cause, and within ten (10) days of such notice, the DESIGN SECTION ENGINEER shall prepare a detailed Progress Report in a form satisfactory to the Chief Engineering Officer of the TOLLWAY, including information as to all services performed by the DESIGN SECTION ENGINEER and the status of the services as of the date of the termination, and provide all other information and documents developed under the terms of this Agreement as requested by the Chief Engineering Officer of the TOLLWAY. The TOLLWAY will review the Progress Report and determine the percentage of services that have been performed under this Agreement by the DESIGN SECTION ENGINEER. In the case of dispute between the TOLLWAY and the DESIGN SECTION ENGINEER, the decision of the Chief Engineering Officer shall be final. At the request and direction of the Chief Engineering

Officer of the TOLLWAY, the DESIGN SECTION ENGINEER shall additionally, within ten (10) days after the date of termination, furnish the TOLLWAY with two (2) sets of prints of plans, two (2) sets of Special Provisions and two (2) sets of calculations with respect to the services performed to the date of termination in accordance with the requirements of the Design Section Engineer's Manual for The Illinois State Toll Highway Authority in effect at the date of contract execution, and as revised thereafter.

4. The total compensation due to the DESIGN SECTION ENGINEER in the event of Termination for Cause shall be the following, less all previous payments to the DESIGN SECTION ENGINEER, and any credits or set-offs due to the TOLLWAY:

- a. Actual payroll cost for services properly performed prior to the effective date of termination, times a multiplier of **2.8000**;
- b. Actual reimbursable direct expenses incurred prior to the effective date of termination;

C. Termination due to Lack of an Appropriation

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

ARTICLE XIV

Solicitations

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

ARTICLE XV

Record Retention and Audit

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

The 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 XVI

Notices

Notices to be given hereunder or documents to be delivered shall be deemed sufficient if delivered personally or mailed by certified mail to the DESIGN SECTION ENGINEER at **Bowman, Barrett & Associates Inc., 130 E. Randolph Street, Suite 2650, Chicago, Illinois 60601**, or to the Chief Engineering Officer at 2700 Ogden Avenue, Downers Grove, Illinois 60515. Either party may change the place to which notices hereunder may be addressed by written notice to the other party at any time or times.

ARTICLE XVII

Quality Assurance and Quality Control (QA/QC) Plan

The DESIGN SECTION ENGINEER'S QA/QC PLAN for this PROJECT must be presented by the DESIGN SECTION ENGINEER fourteen (14) days after receiving the signed contract. After acceptance by the TOLLWAY, the DESIGN SECTION ENGINEER must adhere to this QA/QC Plan and will be required to periodically confirm, in writing, that they have complied with the approved plan. The statement of compliance must be submitted to the TOLLWAY Project Manager with each milestone submittal (preliminary plans, draft reports, soil report, drainage study, etc.).

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

ARTICLE XVIII

Miscellaneous

This Agreement, when executed by the DESIGN SECTION ENGINEER, shall be an offer by the DESIGN SECTION ENGINEER to the TOLLWAY and shall not be construed as an offer by the TOLLWAY to the DESIGN SECTION ENGINEER. All

Agreements are subject to the statutes, rules, regulations and policies governing the TOLLWAY and are expressly subject to the approval of the TOLLWAY's Board of Directors, the Procurement Policy Board, the Chief Procurement Officer for General Services, and the Attorney General of the State of Illinois.

ARTICLE XIX

Inspector General

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

ARTICLE XX

Engineer Selection Process

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

ARTICLE XXI

Report of a Change in Circumstances

The 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for CONTRACT I-17-4303 the day and year first above written.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY

By  11/21/17
Chair/Executive Director - Signature Date
Robert Schillerstrom/Greg Bedalov

BOWMAN, BARRETT &
ASSOCIATES, INC. /
CHRISTOPHER B. BURKE
ENGINEERING, INC.

 10/16/2017
President - Signature Date
Bowman, Barrett & Associates, Inc.


JAMES M. DAUM

Printed Name as Signed Above

APPROVED:
 11-20-17
Chief Financial Officer - Signature Date
Michael Colsch

 10/16/17
Executive Vice-President - Signature Date
Christopher B. Burke Engineering, Inc. Ltd.

APPROVED:

Acting
 11/16/17
General Counsel - Signature Date
Elizabeth Oplawski

MICHAEL G. KERRY
Printed Name as Signed Above

Approved as to Form and Constitutionality

 11-13-2017
Attorney General, State of Illinois - Robert Lane - Signature Date

DESIGN SECTION ENGINEER PROPOSAL

FOR CONTRACT NUMBER I-17-4303

This proposal, dated October 10, 2017, is submitted by Bowman, Barrett & Associates Inc./ Christopher B. Burke Engineering Ltd. of Chicago, Illinois for Design Section Engineer's Service.

DESCRIPTION/LOCATION OF DESIGN SECTION

The location of the construction Contract I-17-4303 for which we propose to provide Design Section Engineering Services is Tri-State Tollway, Roadway Reconstruction and Bridge Rehabilitation, O'Hare Oasis (M.P. 37.8) to Balmoral Avenue (M.P. 40.0), in Cook County (Counties), Illinois.

SCOPE OF DESIGN SECTION ENGINEERING SERVICES

Design Engineering Services following selection from PSB 17-3, more fully detailed in Exhibit F, attached hereto, will be executed in full compliance with the Illinois State Toll Highway Authority's *Design Section Engineer's Manual*, in effect at the date the contract is awarded, and as revised thereafter, and with the Illinois State Toll Highway Authority's (hereinafter referred to as "TOLLWAY") current practices. These services shall include preparation of contract plans, special provisions, construction schedule and review of bids; all field surveys, investigations, designs and analyses required to complete the work; checking of shop drawings and consultation during the construction period. Four copies of all design notes, quantity calculations and field books shall be submitted to the TOLLWAY with the final plans. These documents will be indexed and cross referenced in a manner which can be easily referenced by the Construction Manager.

RESPONSIBILITY

The DESIGN SECTION ENGINEER acknowledges the fact that neither interim nor final reviews by the TOLLWAY or its Consulting Engineer relieve the DESIGN SECTION ENGINEER of its responsibility for the accuracy and adequacy of the contract documents for this project.

FEE PROPOSAL

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

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

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

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.

"Actual Direct Labor" shall be reimbursed only for actual payroll costs paid to individuals employed directly by the DESIGN SECTION ENGINEER, independent contractors and contract employees shall be treated as "reimbursable direct costs" and not "actual direct salary." Subcontractors shall be treated as "Services by Others."

Exhibit C-1 (Payroll Classification Escalation Table) shall identify the direct labor escalation for the duration of the project. Pay rate increases shall be limited to one per calendar year. Cumulative labor increases for the DESIGN SECTION ENGINEER may not exceed the direct labor escalation rate listed in Exhibit C-1 for any twelve month period.

Exhibit C-2 (Direct Labor Classification Man-Hours and Rates)

This exhibit establishes employee classifications and rate ranges and determines the Total Direct Labor for the project.

Exhibit C-3 (Company Employee Classification List) shall establish the classifications, of the company's staff. Classifications must be included on Exhibit C-3 to be reimbursable.

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

A "normal work week" can be negotiated up to 45 hours per week. Overtime (straight time) for salaried positions cannot be invoiced beyond the number of hours in the "normal work week" unless pre-approved, in writing, by the project manager. These positions will be determined during negotiations of the contract or as the salaried position is added to the project.

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

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

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

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

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

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

SERVICES BY OTHERS (Exhibit H) - The fees for services provided by all subcontractors shall be summarized on Exhibit H and Exhibit H (Cont). All subcontractors are required to submit Exhibits A-H (Cont).

The DESIGN SECTION ENGINEER understands that the contract is between the TOLLWAY and the DESIGN SECTION ENGINEER. The DESIGN SECTION ENGINEER is responsible for monitoring and managing the work and budget of all subcontractors.

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

MAXIMUM ALLOWABLE FEE - The upper limit of compensation to the DESIGN SECTION ENGINEER, for all costs, shall be \$ 6,700,000.00 (see *Exhibit B*), which limit may not be exceeded unless authorized by a Supplemental Contract and approved by the TOLLWAY's Board of Directors. This sum represents the maximum compensation limit for completion of all Engineering Services for all items of work included in the Scope of Design Section Engineering Services (Exhibit F). If potential additional services have been identified in the scope of work (Exhibit F), it is understood that these services may not be requested by the TOLLWAY. If these services are requested by the TOLLWAY to be performed by the DESIGN SECTION ENGINEER, Exhibits A-H (Cont) must be submitted by the DESIGN SECTION ENGINEER for the TOLLWAY's approval prior to commencement of the work.

REVISIONS TO THE SCOPE OF WORK - If at any time during the execution of the work the DESIGN SECTION ENGINEER feels that he/she is being directed to perform services not included in the Scope Of Work, he/she will give immediate written notice to the Chief Engineering Officer of the TOLLWAY requesting a change in the Scope Of Work. This notification shall include the following:

- A. Definition of the revision to the scope.
- B. Documentation of the facts leading to or requiring the revision to the Scope of Work.
- C. Scheduling impact.
- D. Construction cost impact.
- E. Design fee impact including:
 - 1. Labor
 - 2. Direct Cost
 - 3. Other

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

The DESIGN SECTION ENGINEER shall not proceed with any of the items of work which he/she believes are not included in the Scope Of Work until he/she submits the above notification and receives the written Authorization To Proceed from the Chief Engineering Officer of the TOLLWAY. If additional funds are required for the supplemental work, this Authorization to Proceed must receive the required TOLLWAY approvals authorizing the funds for the supplemental work.

PROGRESS REPORTS - The DESIGN SECTION ENGINEER will submit monthly progress and staffing reports including a narrative report and providing a brief discussion of the status of the design. These reports must be submitted with the invoice covering the same period, and must be received by the TOLLWAY within 20 calendar days following the reporting period.

PROJECT STATUS EVALUATION - It will be the DESIGN SECTION ENGINEER's responsibility, when the total monies due the DESIGN SECTION ENGINEER approach 50% of the Total Contract Fee, to review the work accomplished and the work remaining, as well as the project schedule. The DESIGN SECTION ENGINEER shall then furnish the Chief Engineering Officer of the TOLLWAY with a written copy of his evaluation. If the project progress is determined to be unsatisfactory by the TOLLWAY, the DESIGN SECTION ENGINEER may be required to do the same review prior to the point in time that the costs incurred reach 70% and 90% of the Total Contract Amount.

KEY PERSONNEL - Exhibit E is a list of the Key Personnel who will be assigned to this project, should this proposal be accepted, together with a brief resume for each. It is understood that the TOLLWAY reserves the right to review the performance of assigned personnel at any time and the DESIGN SECTION ENGINEER agrees to replace or re-assign personnel who are deemed by the TOLLWAY to not be suited to the task to which they are assigned. The DESIGN SECTION ENGINEER further agrees to assign employees to this project in a manner which will minimize engineering design expenses to the TOLLWAY.

CURRENT WORK LOAD - Attached hereto is Exhibit G, a Statement of Active and Pending Transportation Related Projects.

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

Said additional insurance shall be in addition to any and all insurance required by the Contract.

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

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

Officer for an alternative INVOICE submission date. DESIGN SECTION ENGINEER will request such approval or an INVOICE submittal extension no later than February 15th.

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.

THIS PROPOSAL FOR DESIGN SECTION ENGINEERING SERVICES FOR

CONTRACT I-17-4303

SUBMITTED BY:

FIRM NAME: Bowman, Barrett & Associates Inc.

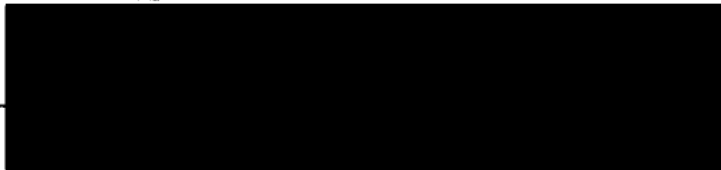
ADDRESS: 130 E. Randolph Street, Suite 2650

CITY, STATE &
ZIP CODE: Chicago, Illinois 60601

TELEPHONE: 312-228-0100

FACSIMILE: 312-228-0706

SIGNED BY: _____



PRINTED NAME: James Daum

TITLE: President



ILLINOIS TOLLWAY
STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: I-17-4303
CONTRACTOR/CONSULTANT NAME: Bowman, Barrett & Associates Inc.

1. PAYMENT TERMS AND CONDITIONS:

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

2. **ASSIGNMENT:** This contract may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the State.

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

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

18. **MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
19. **PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.
20. **FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.
21. **SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
22. **WARRANTIES FOR SUPPLIES AND SERVICES:**
- 22.1 Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.
- 22.2 Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.
- 22.3 Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.
23. **REPORTING, STATUS AND MONITORING SPECIFICATIONS:**
- 23.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.
- 23.2 By August 31 of each year, Vendor shall report to the Agency or University the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups. 35 ILCS 5/216, 5/217.

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

25. **SUPPLEMENTAL PROVISIONS**

25.1 **TOLLWAY SUPPLEMENTAL PROVISIONS**

25.1.1 **Agents and Employees:**

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

25.1.2 **Publicity:**

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

25.1.3 **Third Party Beneficiaries:**

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

25.1.4 **Successors In Interest:**

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

25.1.5 **Venue:**

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

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

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

25.1.5.3 The Tollway is not currently an appropriated agency.

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

Further, the CONTRACTOR agrees to incorporate substantially similar reporting requirements into the Illinois Tollway Standard Business Terms and Conditions Page 5

terms of any and all subcontracts relating to work performed under this agreement. The (CONTRACTOR/VENDOR) agrees to forward or relay to the Tollway any reports received from subcontractors pursuant to this paragraph within 21 days.

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

25.3 VENDOR SUPPLEMENTAL PROVISIONS

Vendor Supplemental Provisions:

STATE OF ILLINOIS
SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

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

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

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

Agreed:	Agreed:
By:	By:
Signed:	Signed:
Position:	Position:
Date:	Date:



**Sub-Contractor/Consultant Information/Delinquent Debt Review
Contractor/Consultant
Sub-Contractor/Consultant
FEIN**

Date: 10/9/17

Project Number: I-17-4303

Project Name: Tri-State Tollway, Roadway Reconstruction and Bridge Rehabilitation, O'Hare Oasis (M.P. 37.8) to Balmoral Avenue (M.P. 40.0), Phase II Engineering Services

**DELINQUENT DEBT REVIEW
CONTRACTOR/
CONSULTANT**

Sub-Contractor/Consultant Disclosure.

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

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

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

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

Contractor/Consultant: Bowman, Barrett & Associates Inc.

Federal Employment Identification Number (FEIN): [REDACTED]

E-Mail: JDAUM@BBANDAINC.COM

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

NOTE for Construction Contracts: List all known subcontractors including those identified in the Bid Package on DBE Form 2025 and VOSB Form 2025, and include any name listed in the "Under Contract To" section of these forms.

<u>Sub-Contractor(s)/Consultant(s)</u>	<u>Sub-Contractor /Consultant FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Amount of Contract to be Paid (to extent known) Sub-Contractor (dollar value) or Sub-Consultant (percentage)</u>
Christopher B. Burke Engineering Ltd.	[REDACTED]	9575 W. Higgins Road, Suite 600, Rosemont, Illinois 60018	Drainage & Environmental	\$1,816,283.96
Burns & McDonnell	[REDACTED]	1431 Opus Place, Suite 400, Downers Grove, Illinois 60651	Structures & Roadway Design	\$991,894.40
American Surveying & Engineering, P.C.	[REDACTED]	150 N. Wacker Drive, Suite 2650, Chicago, Illinois 60606	Survey	\$346,388.28

Environmental Design Engineering	[REDACTED]	33 W. Monroe Street, Suite 1825, Chicago, Illinois 60603	Roadway Design	\$806,242.00
O'Brien & Associates, Inc.	[REDACTED]	1235 E. Davis Street Arlington Heights, Illinois 60005	Geotechnical	\$440,759.40
Orion Engineers	[REDACTED]	220 North Green Street Chicago, Illinois 60607	Roadway Design Support	\$136,861.00
SINGH & Associates	[REDACTED]	230 W. Monroe Street, Suite 1400, Chicago, Illinois 60606	ITS/MEP	\$340,287.00

Signature: [REDACTED]

Date: 10/9/17

Printed Name: James Daum

**STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER**

I certify that:

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

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

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

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

Name: Click here to enter text.

Business Name: Bowman, Barrett & Associates Inc.

Taxpayer Identification Number:

Social Security Number: Click here to enter text.

or

Employer Identification Number 

Legal Status (check one):

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

Signature of Authorized Representative: 

Date: October 4, 2017

Certificate of Registration



Registration No. 10724

Bowman, Barrett & Associates

130 East Randolph
Suite 2650
Chicago IL 60601

Information for this business last updated on:
Tuesday, June 09, 2015

Certificate produced on Tuesday, June 09, 2015 at 3:45 PM



EXHIBIT "1"

Vendor Registration: View Form

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
BOWMAN, BARRETT & ASSOCIATES									System Vendor Number: 20081166

[Return to Main Form](#)

Vendor Registration

FORM NAME	A - B. Business Information & Additional Information
DESCRIPTION	Complete section A and B, in order to submit this form.
DATE SUBMITTED	2/2/2017
STATUS	Accepted
BUSINESS NAME	BOWMAN, BARRETT & ASSOCIATES
POINT OF CONTACT	<u>Colleen Miller</u>
FLAG FORM	<u>Add Flag</u>

A. Business Information

1. YOUR BUSINESS IS REGISTERING AS A	Prime contractor and subcontractor	<input type="checkbox"/>
2. NAME OF CEO/BUSINESS OWNER	Louis Bowman	<input type="checkbox"/>
3. ANNUAL SALES/GROSS RECEIPTS	10526000	<input type="checkbox"/>
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	12/01/1989	<input type="checkbox"/>
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business statewide.	<input type="checkbox"/>
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	Pamela Pontikis	<input type="checkbox"/>
CONTACT PERSON TITLE	Director of Business Development	
CONTACT PERSON PHONE	3122280100	
CONTACT PERSON EMAIL	ppontikis@bbandainc.com	

B. Additional Information

1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	Chief Procurement Office (CPO)	<input type="checkbox"/>
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Vendor Registration: View Form

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
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BOWMAN, BARRETT & ASSOCIATES


System Vendor Number: 20081166

[Return to Main Form](#)

Vendor Registration

FORM NAME	C. Small Business Set-Aside Program
DESCRIPTION	Complete the Small Business Set-Aside Program form
DATE SUBMITTED	2/2/2017
STATUS	Accepted
BUSINESS NAME	BOWMAN, BARRETT & ASSOCIATES
POINT OF CONTACT	Colleen Miller
FLAG FORM	Add Flag

C. Small Business Set-Aside Program

1. WOULD YOU LIKE TO APPLY/RE-QUALIFY FOR THE SMALL BUSINESS SET-ASIDE PROGRAM?	No	
---	----	---

Additional Information

STAFF ATTACHED FILE(S)

[Attach File](#)[Refresh List](#) after attaching file(s).**Customer Support**

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Vendor Registration: View Form



- General
- Public Profile
- Users
- Commodity Codes
- Contacts & Owners
- Comments
- Reviews
- Certifications
- Site Visits
- Registrations


BOWMAN, BARRETT & ASSOCIATES

System Vendor Number: 20081166

Return to Main Form

Vendor Registration	
FORM NAME	D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois
DESCRIPTION	Complete section D and E, in order to submit this form.
DATE SUBMITTED	2/2/2017
STATUS	Accepted
BUSINESS NAME	BOWMAN, BARRETT & ASSOCIATES
POINT OF CONTACT	Colleen Miller
FLAG FORM	Add Flag

D. Department of Human Rights (DHR)	
1. HIGHEST NUMBER OF EMPLOYEES (INCLUDING FULL AND PART TIME EMPLOYEES) AT ANY TIME DURING THE PAST YEAR	55 
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business had 15 or more employees at any time within the past year.  11103700 11/08/2016

E. Authorized to do Business in Illinois	
1. IS YOUR BUSINESS REGISTERED AND AUTHORIZED TO DO BUSINESS IN ILLINOIS?	Yes, registered and in good standing with the Illinois Secretary of State 

Additional Information	
STAFF ATTACHED FILE(S)	<div style="border: 1px solid black; padding: 5px; display: inline-block;">Attach File</div>
Refresh List after attaching file(s).	

Vendor Registration: View Form

- General
- Public Profile
- Users
- Commodity Codes
- Contacts & Owners
- Comments
- Reviews
- Certifications
- Site Visits
- Registrations

BOWMAN, BARRETT & ASSOCIATES

System Vendor Number: 20081166

Return to Main Form

Vendor Registration	
FORM NAME	F - G. Certifications & Board of Elections
DESCRIPTION	Complete section F - G, in order to submit the form.
DATE SUBMITTED	2/2/2017
STATUS	Accepted
BUSINESS NAME	BOWMAN, BARRETT & ASSOCIATES
POINT OF CONTACT	<u>Colleen Miller</u>
FLAG FORM	<u>Add Flag</u>

F. Certifications
<p>1. VENDOR CERTIFIES IT AND ITS EMPLOYEES WILL COMPLY WITH APPLICABLE PROVISIONS OF THE UNITED STATES. CIVIL RIGHTS ACT, SECTION 504 OF THE FEDERAL REHABILITATION ACT, THE AMERICANS WITH DISABILITIES ACT, AND APPLICABLE RULES IN PERFORMANCE OF THIS CONTRACT.</p> <p style="text-align: left;">Yes</p>
<p>2. THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, GENERAL PARTNERSHIPS, AND SINGLE MEMBER LLCs, BUT IS NOT OTHERWISE APPLICABLE. VENDOR CERTIFIES HE/SHE IS NOT IN DEFAULT ON AN EDUCATIONAL LOAN. 5 ILCS 385/3</p> <p style="text-align: left;">Yes</p>
<p>3. VENDOR CERTIFIES THAT IT HAS REVIEWED AND WILL COMPLY WITH THE DEPARTMENT OF EMPLOYMENT SECURITY LAW (20 ILCS 1005/1005-47) AS APPLICABLE</p> <p style="text-align: left;">Yes</p>
<p>4. IF YOU ARE AWARDED A CONTRACT FOR WHICH THERE WAS A CURRENT VENDOR PROVIDING THE SERVICES COVERED BY THAT CONTRACT AND THE EMPLOYEES OF THAT VENDOR WHO PROVIDED THOSE SERVICES WERE COVERED BY A COLLECTIVE BARGAINING AGREEMENT, VENDOR CERTIFIES (I) THAT IT WILL OFFER TO ASSUME THE COLLECTIVE BARGAINING OBLIGATIONS OF THE PRIOR EMPLOYER, INCLUDING ANY EXISTING COLLECTIVE BARGAINING AGREEMENT WITH THE BARGAINING REPRESENTATIVE OF ANY EXISTING COLLECTIVE BARGAINING UNIT OR UNITS PERFORMING SUBSTANTIALLY SIMILAR WORK TO THE SERVICES COVERED BY THAT CONTRACT SUBJECT TO ITS BID OR OFFER; AND (II) THAT IT SHALL OFFER EMPLOYMENT TO ALL EMPLOYEES THAT ARE THEN CURRENTLY EMPLOYED IN ANY EXISTING BARGAINING UNIT WHO PERFORMS SUBSTANTIALLY SIMILAR WORK TO THE WORK THAT WILL BE PERFORMED PURSUANT TO THAT CONTRACT. THIS DOES NOT APPLY TO HEATING, AIR CONDITIONING, PLUMBING AND ELECTRICAL SERVICE CONTRACTS. 30 ILCS 500/25-80</p> <p style="text-align: left;">Yes</p>
<p>5. VENDOR CERTIFIES IT HAS NEITHER BEEN CONVICTED OF BRIBING OR ATTEMPTING TO BRIBE AN OFFICER OR EMPLOYEE OF THE STATE OF ILLINOIS OR ANY OTHER STATE, NOR MADE AN ADMISSION OF GUILT OF SUCH CONDUCT THAT IS A MATTER OF RECORD. 30 ILCS 500/50-5</p> <p style="text-align: left;">Yes</p>

6. IF VENDOR HAS BEEN CONVICTED OF A FELONY, VENDOR CERTIFIES AT LEAST FIVE YEARS HAVE PASSED SINCE THE DATE OF COMPLETION OF THE SENTENCE FOR SUCH FELONY, UNLESS NO PERSON HELD RESPONSIBLE BY A PROSECUTOR'S OFFICE FOR THE FACTS UPON WHICH THE CONVICTION WAS BASED CONTINUES TO HAVE ANY INVOLVEMENT WITH THE BUSINESS. VENDOR FURTHER CERTIFIES THAT IT IS NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-10

Yes

7. IF VENDOR OR ANY OFFICER, DIRECTOR, PARTNER, OR OTHER MANAGERIAL AGENT OF VENDOR HAS BEEN CONVICTED OF A FELONY UNDER THE SARBANES-OXLEY ACT OF 2002, OR A CLASS 3 OR CLASS 2 FELONY UNDER THE ILLINOIS SECURITIES LAW OF 1953, VENDOR CERTIFIES AT LEAST FIVE YEARS HAVE PASSED SINCE THE DATE OF THE CONVICTION. VENDOR FURTHER CERTIFIES THAT IT IS NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-10.5

Yes

8. VENDOR CERTIFIES THAT IT AND ITS AFFILIATES ARE NOT DELINQUENT IN THE PAYMENT OF ANY DEBT TO THE UNIVERSITY OR THE STATE (OR IF DELINQUENT, HAVE ENTERED INTO A DEFERRED PAYMENT PLAN TO PAY THE DEBT). 30 ILCS 500/50-11, 50-60

Yes

9. VENDOR CERTIFIES THAT IT AND ALL AFFILIATES SHALL COLLECT AND REMIT ILLINOIS USE TAX ON ALL SALES OF TANGIBLE PERSONAL PROPERTY INTO THE STATE OF ILLINOIS IN ACCORDANCE WITH PROVISIONS OF THE ILLINOIS USE TAX ACT. 30 ILCS 500/50-12

Yes

10. VENDOR CERTIFIES THAT IT HAS NOT BEEN FOUND BY A COURT OR THE POLLUTION CONTROL BOARD TO HAVE COMMITTED A WILLFUL OR KNOWING VIOLATION OF THE ENVIRONMENTAL PROTECTION ACT WITHIN THE LAST FIVE YEARS, AND IS THEREFORE NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-14

Yes

11. VENDOR CERTIFIES IT HAS NEITHER PAID ANY MONEY OR VALUABLE THING TO INDUCE ANY PERSON TO REFRAIN FROM BIDDING ON A STATE CONTRACT, NOR ACCEPTED ANY MONEY OR OTHER VALUABLE THING, OR ACTED UPON THE PROMISE OF SAME, FOR NOT BIDDING ON A STATE CONTRACT. 30 ILCS 500/50-25

Yes

12. VENDOR CERTIFIES IT HAS READ, UNDERSTANDS AND IS NOT KNOWINGLY IN VIOLATION OF THE "REVOLVING DOOR" PROVISION OF THE ILLINOIS PROCUREMENT CODE. 30 ILCS 500/50-30

Yes

13. VENDOR CERTIFIES THAT IF IT HIRES A PERSON REQUIRED TO REGISTER UNDER THE LOBBYIST REGISTRATION ACT TO ASSIST IN OBTAINING ANY STATE CONTRACT, THAT NONE OF THE LOBBYIST'S COSTS, FEES, COMPENSATION, REIMBURSEMENTS OR OTHER REMUNERATION WILL BE BILLED TO THE STATE. 30 ILCS 500/50-38

Yes

14. VENDOR CERTIFIES THAT IT WILL NOT RETAIN A PERSON OR ENTITY TO ATTEMPT TO INFLUENCE THE OUTCOME OF A PROCUREMENT DECISION FOR COMPENSATION CONTINGENT IN WHOLE OR IN PART UPON THE DECISION OR PROCUREMENT. 30 ILCS 500/50-38

Yes

15. VENDOR CERTIFIES IT WILL REPORT TO THE ILLINOIS ATTORNEY GENERAL AND THE CHIEF PROCUREMENT OFFICER ANY SUSPECTED COLLUSION OR OTHER ANTI-COMPETITIVE PRACTICE AMONG ANY BIDDERS, OFFERORS, CONTRACTORS, PROPOSERS, OR EMPLOYEES OF THE STATE. 30 ILCS 500/50-40, 50-45, 50-50

Yes

16. VENDOR CERTIFIES THAT IF IT IS AWARDED A CONTRACT THROUGH THE USE OF THE PREFERENCE REQUIRED BY THE PROCUREMENT OF DOMESTIC PRODUCTS ACT, THEN IT SHALL PROVIDE PRODUCTS PURSUANT TO THE CONTRACT OR A SUBCONTRACT THAT ARE MANUFACTURED IN THE UNITED STATES. 30 ILCS 517

Yes

17. VENDOR CERTIFIES THAT IF AWARDED A CONTRACT FOR PUBLIC WORKS, STEEL PRODUCTS USED OR SUPPLIED IN THE PERFORMANCE OF THAT CONTRACT SHALL BE MANUFACTURED OR PRODUCED IN THE UNITED STATES, UNLESS THE EXECUTIVE HEAD OF THE PROCURING AGENCY/UNIVERSITY GRANTS AN EXCEPTION IN WRITING. 30 ILCS 565

Yes

18. IF VENDOR IS AWARDED A CONTRACT WORTH MORE THAN \$5,000 AND EMPLOYS 25 OR MORE EMPLOYEES, VENDOR CERTIFIES IT WILL PROVIDE A DRUG FREE WORKPLACE PURSUANT TO THE DRUG FREE WORKPLACE ACT. 30 ILCS 580

Yes

19. IF VENDOR IS AN INDIVIDUAL AND IS AWARDED A CONTRACT WORTH MORE THAN \$5,000, VENDOR CERTIFIES IT SHALL NOT ENGAGE IN THE UNLAWFUL MANUFACTURE, DISTRIBUTION, DISPENSATION, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE DURING THE PERFORMANCE OF THE CONTRACT PURSUANT TO THE DRUG FREE WORKPLACE ACT. 30 ILCS 580

Yes

20. VENDOR CERTIFIES THAT NEITHER VENDOR NOR ANY SUBSTANTIALLY OWNED AFFILIATE IS PARTICIPATING OR SHALL PARTICIPATE IN AN INTERNATIONAL BOYCOTT IN VIOLATION OF THE U.S. EXPORT ADMINISTRATION ACT OF 1979 OR THE APPLICABLE REGULATIONS OF THE UNITED STATES DEPARTMENT OF COMMERCE. 30 ILCS 582

Yes

21. VENDOR CERTIFIES THAT NO FOREIGN-MADE EQUIPMENT, MATERIALS, OR SUPPLIES FURNISHED TO THE AGENCY/UNIVERSITY UNDER ANY CONTRACT HAVE BEEN OR WILL BE PRODUCED IN WHOLE OR IN PART BY FORCED LABOR OR INDENTURED LABOR UNDER PENAL SANCTION. 30 ILCS 583

Yes

22. VENDOR CERTIFIES THAT NO FOREIGN-MADE EQUIPMENT, MATERIALS, OR SUPPLIES FURNISHED TO THE AGENCY/UNIVERSITY UNDER ANY CONTRACT HAVE BEEN PRODUCED IN WHOLE OR IN PART BY THE LABOR OR ANY CHILD UNDER THE AGE OF 12. 30 ILCS 584

Yes

23. VENDOR CERTIFIES THAT IF AWARDED A CONTRACT INCLUDING INFORMATION TECHNOLOGY, ELECTRONIC INFORMATION, SOFTWARE, SYSTEMS AND EQUIPMENT, DEVELOPED OR PROVIDED UNDER ANY CONTRACT, IT WILL COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE ILLINOIS INFORMATION TECHNOLOGY ACCESSIBILITY ACT STANDARDS. 30 ILCS 587

Yes

24. VENDOR CERTIFIES THAT IF IT OWNS RESIDENTIAL BUILDINGS, THAT ANY VIOLATION OF THE LEAD POISONING PREVENTION ACT HAS BEEN MITIGATED. 410 ILCS 45

Yes

25. VENDOR CERTIFIES IT HAS NOT BEEN CONVICTED OF THE OFFENSE OF BID RIGGING OR BID ROTATING OR ANY SIMILAR OFFENSE OF ANY STATE OR OF THE UNITED STATES. 720 ILCS 5/33 E-3, E-4, E-11

Yes

26. VENDOR CERTIFIES IT COMPLIES WITH THE ILLINOIS DEPARTMENT OF HUMAN RIGHTS ACT AND RULES APPLICABLE TO PUBLIC CONTRACTS, WHICH INCLUDE PROVIDING EQUAL EMPLOYMENT OPPORTUNITY, REFRAINING FROM UNLAWFUL DISCRIMINATION, AND HAVING WRITTEN SEXUAL HARASSMENT POLICIES. 775 ILCS 5/2-105

Yes

27. VENDOR CERTIFIES IT DOES NOT PAY DUES TO OR REIMBURSE OR SUBSIDIZE PAYMENTS BY ITS EMPLOYEES FOR ANY DUES OR FEES TO ANY "DISCRIMINATORY CLUB." 775 ILCS 25/2

Yes

28. VENDOR WARRANTS AND CERTIFIES THAT IT AND, TO THE BEST OF ITS KNOWLEDGE, ITS SUBCONTRACTORS HAVE AND WILL COMPLY WITH EXECUTIVE ORDER NO. 1 (2007). THE ORDER GENERALLY PROHIBITS VENDORS AND SUBCONTRACTORS FROM HIRING THE THEN-SERVING GOVERNOR'S FAMILY MEMBERS TO LOBBY PROCUREMENT ACTIVITIES OF THE STATE, OR ANY OTHER GOVERNMENT IN ILLINOIS INCLUDING LOCAL GOVERNMENTS IF THAT PROCUREMENT MAY RESULT IN A CONTRACT VALUED AT OVER \$25,000. THIS PROHIBITION ALSO APPLIES TO HIRING FOR THAT SAME PURPOSE ANY FORMER STATE EMPLOYEE WHOSE PROCUREMENT AUTHORITY AT ANY TIME DURING THE ONE-YEAR PERIOD PRECEDING THE PROCUREMENT LOBBYING ACTIVITY.

Yes

29. VENDOR CERTIFIES THAT IT HAS READ, UNDERSTANDS AND IS IN COMPLIANCE WITH THE REGISTRATION REQUIREMENTS OF THE ILLINOIS ELECTIONS CODE (10 ILCS 5/9-35) AND THE RESTRICTIONS ON MAKING POLITICAL CONTRIBUTIONS AND RELATED REQUIREMENTS OF THE ILLINOIS PROCUREMENT CODE. 30 ILCS 500/20-160 AND 50-37 VENDOR WILL NOT MAKE A POLITICAL

EXHIBIT "1"

CONTRIBUTION THAT WILL VIOLATE THESE REQUIREMENTS.

Yes

30. THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, GENERAL PARTNERSHIPS, AND SINGLE MEMBER LLCs, BUT IS NOT OTHERWISE APPLICABLE. VENDOR CERTIFIES THAT HE/SHE HAS NOT RECEIVED AN EARLY RETIREMENT INCENTIVE PRIOR TO 1993 UNDER SECTION 14-108.3 OR 16-133.3 OF THE ILLINOIS PENSION CODE OR AN EARLY RETIREMENT INCENTIVE ON OR AFTER 2002 UNDER SECTION 14-108.3 OR 16-133.3 OF THE ILLINOIS PENSION CODE. (30 ILCS 105/15A; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133

Yes

G. Board of Elections (BOE)

1. IS YOUR BUSINESS REGISTERED WITH THE BOARD OF ELECTIONS (BOE)?

Yes, I certify my business is registered with BOE.

10724

Additional Information

STAFF ATTACHED FILE(S)

Attach File

[Refresh List](#) after attaching file(s).

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BOWMAN, BARRETT & ASSOCIATES

System Vendor Number: 20081166

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Vendor Registration	
FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	2/2/2017
STATUS	Accepted
BUSINESS NAME	BOWMAN, BARRETT & ASSOCIATES
POINT OF CONTACT	Colleen Miller
FLAG FORM	Add Flag

H. Iran Disclosure	
1. DO YOU OR ANY OF YOUR CORPORATE PARENTS OR SUBSIDIARIES HAVE ANY BUSINESS OPERATIONS THAT MUST BE DISCLOSED?	<input type="checkbox"/>
No business operations to disclose.	

Additional Information	
STAFF ATTACHED FILE(S)	<input type="button" value="Attach File"/>
Refresh List after attaching file(s).	

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STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

IPB Reference #: 22040503 Procurement/Contract #: I-17-4303

This Forms B may be used when responding to an Invitation for Bid (IFB) or a Request for Proposal (RFP) if the vendor is registered in the Illinois Procurement Gateway (IPG) and has a valid IPG Registration Number.

If a vendor does not have a valid IPG registration number, then the vendor must complete and submit Forms A with their response. Failure to do so may render the submission non-responsive and result in disqualification.

Please read this entire section and provide the requested information as applicable. All parts in Forms B must be completed in full and submitted along with the vendor's response.

1. Certification of Illinois Procurement Gateway Registration

My business has a valid Illinois Procurement Gateway (IPG) registration. The State of Illinois Chief Procurement Office approved the registration and provided the IPG registration number and expiration date disclosed in this Forms B.

To ensure that you have a valid registration in the IPG, search for your business name in the IPG Registered Vendor Directory. If your company does not appear in the search results, then you do not have a valid IPG registration.

IPG Registration #: 20081166 IPG Expiration Date: 02/03/2018

2. Certification Timely to this Solicitation or Contract

Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), amended by Public Act No. 97-0895 (August 3, 2012). Yes No

3. Replacement Certification to IPG Certification #6 (supersedes response in IPG)

If Vendor has been convicted of a felony, Vendor certifies at least five years have passed since the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10. Yes No

4. Disclosure of Lobbyist or Agent (Complete only if bid, offer, or contract has an annual value over \$50,000)

Is your company or parent entity(ies) represented by or do you or your parent entity(ies) employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or an agent who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below. Yes No

If yes, please identify each lobbyist and agent, including the name and address below. If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information. Additional rows may be inserted into the table or an attachment may be provided if needed.

**STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES**

Name	Address	Relationship to Disclosing Entity
Click here to enter text.	Click here to enter text.	Click here to enter text.

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency/University contract: Click here to enter text.

5. Disclosure of Current and Pending Contracts

Complete only if: (a) your business is for-profit and (b) the bid, offer, or contract has an annual value over \$50,000. Do not complete if you are a not-for-profit entity.

Yes No. Do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

If "Yes", please specify below. Additional rows may be inserted into the table or an attachment in the same format may be provided if needed.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

6. Signature

As of the date signed below, I certify that:

- My business' information and the certifications made in the Illinois Procurement Gateway are truthful and accurate.
- The certifications and disclosures made in this Forms B are truthful and accurate.

This Forms B is signed by an authorized officer or employee on behalf of the bidder, offeror, or vendor pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code, and the affirmation of the accuracy of the financial disclosures is made under penalty of perjury.

This disclosure information is submitted on behalf of:

Vendor Name: Bowman, Barrett & Associates Inc.
Street Address: 130 East Randolph Street, Suite 2650
City, State, Zip: Chicago, IL 60601

Phone: 312-228-0100
Email: JDAUM@BBANDAINC.COM

Vendor Contact: James Daum

Signature: 

Date: 10/4/2017

Printed Name: James Daum

Title: President

CURRENT & PENDING CONTRACTS & BIDS				
Agency	Project Title	Status/% Complete	Value	Contract Reference/ PO/ Illinois Procurement Bulletin #
IDOT (JV)	I-80 from Grundy County Line to US 30	Contract	\$4,249,587	D-91-185-09 PTB 152-004
IDOT	US 20 at IL 59	Contract	\$1,445,502	D-91-012-13 PTB 165-008
IDOT	Circle Interchange Phase III	Contract	\$4,941,999	C-91-316-13 PTB 168-012
Illinois Tollway (JV)	I-90, Roadway, Retaining Wall and Bridge Reconstruction and Widening, West of Higgins Road to Roselle Road	Contract	\$2,262,332 (BB&A Only)	I-14-4190 PSB 14-1 Item 5
Illinois Tollway	Tri-State Tollway, Bridge Rehabilitation/ Reconstruction, Burlington Northern Santa Fe (BNSF) Railroad Bridge (MP 26.6)	Contract	\$5,690,618	RR-14-4222 PSB 14-3, Item 2
Illinois Tollway (Sub)	I-88, Roadway and Bridge Rehabilitation, Design, MP 91.41 (Annie Glidden Rd) to MP 113.3 (IL 56) Phase II Engineering	Contract	\$2,053,449	RR-16-4254 PSB 16-1, Item 7
Illinois Tollway (Team)	Tri-State Tollway, Roadway Reconstruction and Bridge Rehabilitation, O'Hare Oasis (M.P. 37.8) to Balmoral Avenue (M.P. 40.0)	Pending Contract	\$6,700,000 (Team Total)	I-17-4303 PSB 17-3, Item 8

Vendor Registration: View

- General
- Public Profile
- Users
- Commodity Codes
- Contacts & Owners
- Comments
- Reviews
- Certifications
- Site Visits
- Registrations

BOWMAN, BARRETT & ASSOCIATES

System Vendor Number: 20081166

Vendor Registration

TYPE	State of Illinois Vendor Registration
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	2/2/2017
STATUS	Accepted
REVIEWER	Stephanie Hill
DATE REVIEWED	2/3/2017
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	2/3/2018
FLAG FORM	Add Flag

Settings

SMALL BUSINESS SET-ASIDE PROGRAM (SBSP) REGISTERED	No
REGISTERING AS A	Prime & Subcontractor

Entity Information

BUSINESS NAME	BOWMAN, BARRETT & ASSOCIATES
CONTACT FOR THIS SUBMISSION	Colleen Miller (change contact)
PRIMARY CONTACT EMAIL	cmiller@bbandainc.com
PHONE	312-228-0100
FAX	312-228-0706
COMPANY EMAIL	cmiller@bbandainc.com
TAX ID NUMBER	<div style="background-color: black; width: 100px; height: 20px;"></div>
COMPANY TYPE	Corporation
ADDRESS	130 E. RANDOLPH ST, STE 2650 CHICAGO, IL 60601 [edit address]

Vendor Registration: View Form

- General
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- Commodity Codes
- Contacts & Owners
- Comments
- Reviews
- Certifications
- Site Visits
- Registrations

BOWMAN, BARRETT & ASSOCIATES

System Vendor Number: 20081166

Return to Main Form

Vendor Registration	
FORM NAME	I. Financial Disclosure & Conflicts of Interest
DESCRIPTION	Complete the Financial Disclosure & Conflicts of Interest form
DATE SUBMITTED	2/2/2017
STATUS	Accepted
BUSINESS NAME	BOWMAN, BARRETT & ASSOCIATES
POINT OF CONTACT	Colleen Miller
FLAG FORM	Add Flag

I. Financial Disclosures & Conflicts of Interest

A. IDENTIFY THE APPLICABLE ENTITY TYPE. TW

Other Privately Held Entity (i.e. LLC, partnership, privately held corporation with 100 or fewer shareholders, or other entity type not clearly identified in another option)

B. IS THERE A PARENT ENTITY THAT OWNS 100% OF THE BUSINESS? TW

No

C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST TW

Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation)

1. IS THERE ANY INDIVIDUAL OR ENTITY WHO MEETS ANY OF THE FOLLOWING THRESHOLDS: (A) OWNS MORE THAN 5% OF THE BUSINESS, (B) HOLDS OWNERSHIP SHARE OF THE BUSINESS VALUED IN EXCESS OF \$106,447.20, (C) IS ENTITLED TO MORE THAN 5% OF THE BUSINESS' DISTRIBUTIVE INCOME, OR (D) IS ENTITLED TO MORE THAN \$106,447.20 OF THE BUSINESS' DISTRIBUTIVE INCOME? TW

Yes, the information is not publicly available (If any individuals are listed, answer Yes or No to questions 5-8 and 11-20.)

Document	Status
List of individuals or entities meeting one or more of the listed thresholds. <u>2017 IPG Percentage of Ownership and Distributive Income Form</u> (PDF, 81.29 KB)	Attached by Colleen Miller on 2/2/2017

2. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT HOLD AN OWNERSHIP INTEREST IN THE BUSINESS OF GREATER THAN 5% OR VALUED GREATER THAN \$106,447.20 HAVE BEEN DISCLOSED IN QUESTION 1. TW

Yes

3. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT WERE ENTITLED TO RECEIVE DISTRIBUTIVE INCOME IN AN AMOUNT GREATER THAN \$106,447.20 OR GREATER THAN 5% OF THE TOTAL DISTRIBUTIVE INCOME TW

OF THE BUSINESS HAVE BEEN DISCLOSED IN QUESTION 1.

Yes

4. DISCLOSURE OF BOARD OF DIRECTORS FOR NOT-FOR-PROFIT ENTITIES.

Not applicable - For-Profit Entity

5. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM A PERSON WHO HOLDS AN ELECTIVE OFFICE IN THE STATE OF ILLINOIS OR HOLDS A SEAT IN THE GENERAL ASSEMBLY, OR ARE THEY THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

No

6. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM APPOINTED TO OR EMPLOYED IN ANY OFFICES OR AGENCIES OF STATE GOVERNMENT AND RECEIVE COMPENSATION FOR SUCH EMPLOYMENT IN EXCESS OF 60% (\$106,447.20) OF THE SALARY OF THE GOVERNOR, OR ARE ANY OF THEM THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

No

7. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM AN OFFICER OR EMPLOYEE OF THE CAPITAL DEVELOPMENT BOARD OR THE ILLINOIS TOLL HIGHWAY AUTHORITY, OR ARE ANY OF THEM THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

No

8. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM APPOINTED AS A MEMBER OF A BOARD, COMMISSION, AUTHORITY, OR TASK FORCE AUTHORIZED OR CREATED BY STATE LAW OR BY EXECUTIVE ORDER OF THE GOVERNOR, OR ARE THEY THE SPOUSE OR AN IMMEDIATE FAMILY MEMBER WHO CURRENTLY RESIDES OR RESIDED WITH SUCH PERSON WITHIN THE LAST 12 MONTHS?

No

9. IF ANY QUESTION IN 5-8 ABOVE IS ANSWERED YES, PLEASE ANSWER THE FOLLOWING: DO ANY OF THE INDIVIDUALS IDENTIFIED, THEIR SPOUSE, OR MINOR CHILD RECEIVE FROM THE ENTITY MORE THAN 7.5% OF THE ENTITY'S TOTAL DISTRIBUTABLE INCOME OR AN AMOUNT OF DISTRIBUTABLE INCOME IN EXCESS OF THE SALARY OF THE GOVERNOR (\$177,412.00)?

Not applicable - I answered No in Questions 5-8

10. IF ANY QUESTION IN 5-8 ABOVE IS ANSWERED YES, PLEASE ANSWER THE FOLLOWING: IS THERE A COMBINED INTEREST OF ANY INDIVIDUAL IDENTIFIED ALONG WITH THEIR SPOUSE OR MINOR CHILD OF MORE THAN 15% IN THE AGGREGATE OF THE ENTITY'S DISTRIBUTABLE INCOME OR AN AMOUNT OF DISTRIBUTABLE INCOME IN EXCESS OF TWO TIMES THE SALARY OF THE GOVERNOR (\$354,824.00)?

Not applicable - I answered No in Questions 5-8

11. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE, OR IN THE PREVIOUS 3 YEARS HAD STATE EMPLOYMENT, INCLUDING CONTRACTUAL EMPLOYMENT OF SERVICES? THIS DOES NOT INCLUDE CONTRACTS TO PROVIDE GOODS OR SERVICES TO THE STATE AS A VENDOR.

No

12. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, HAVE THEIR SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER, HAD STATE EMPLOYMENT, INCLUDING CONTRACTUAL EMPLOYMENT FOR SERVICES, IN THE PREVIOUS 2 YEARS? THIS DOES NOT INCLUDE CONTRACTS TO PROVIDE GOODS OR SERVICES TO THE STATE AS A VENDOR.

No

13. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HOLD OR HAVE HELD IN THE PREVIOUS 3 YEARS ELECTIVE OFFICE OF THE STATE OF ILLINOIS, THE GOVERNMENT OF THE UNITED STATES, OR ANY UNIT OF LOCAL GOVERNMENT AUTHORIZED BY THE CONSTITUTION OF THE STATE OF ILLINOIS OR THE STATUTES OF THE STATE OF ILLINOIS?

No

14. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HAVE A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) HOLDING ELECTIVE OFFICE CURRENTLY OR IN

THE PREVIOUS 2 YEARS?

No

15. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HOLD OR HAVE HELD IN THE PREVIOUS 3 YEARS ANY APPOINTIVE GOVERNMENT OFFICE OF THE STATE OF ILLINOIS, THE UNITED STATES OF AMERICA, OR ANY UNIT OF LOCAL GOVERNMENT AUTHORIZED BY THE CONSTITUTION OF THE STATE OF ILLINOIS OR THE STATUTES OF THE STATE OF ILLINOIS, WHICH OFFICE ENTITLES THE HOLDER TO COMPENSATION IN EXCESS OF EXPENSES INCURRED IN THE DISCHARGE OF THAT?

No

16. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HAVE A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) HOLDING APPOINTIVE OFFICE CURRENTLY OR IN THE PREVIOUS 2 YEARS?

No

17. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 3 YEARS HAD EMPLOYMENT AS OR BY ANY REGISTERED LOBBYIST OF THE STATE GOVERNMENT?

No

18. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 2 YEARS HAD A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) THAT IS OR WAS A REGISTERED LOBBYIST?

No

19. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 3 YEARS HAD COMPENSATED EMPLOYMENT BY ANY REGISTERED ELECTION OR RE-ELECTION COMMITTEE REGISTERED WITH THE SECRETARY OF STATE OR ANY COUNTY CLERK IN THE STATE OF ILLINOIS, OR ANY POLITICAL ACTION COMMITTEE REGISTERED WITH EITHER THE SECRETARY OF STATE OR THE FEDERAL BOARD OF ELECTIONS?

No

20. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 2 YEARS HAD A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) WHO IS OR WAS A COMPENSATED EMPLOYEE OF ANY REGISTERED ELECTION OR REELECTION COMMITTEE REGISTERED WITH THE SECRETARY OF STATE OR ANY COUNTY CLERK IN THE STATE OF ILLINOIS, OR ANY POLITICAL ACTION COMMITTEE REGISTERED WITH EITHER THE SECRETARY OF STATE OR THE FEDERAL BOARD OF ELECTIONS?

No

21. HAS THERE BEEN ANY DEBARMENT FROM CONTRACTING WITH ANY GOVERNMENTAL ENTITY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

22. HAS THERE BEEN ANY PROFESSIONAL LICENSURE DISCIPLINE WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

23. HAS THERE BEEN ANY BANKRUPTCY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

24. HAVE THERE BEEN ANY ADVERSE CIVIL JUDGMENTS AND/OR ADMINISTRATIVE FINDINGS WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

25. HAVE THERE BEEN ANY CRIMINAL FELONY CONVICTIONS WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

**ILLINOIS PROCUREMENT GATEWAY
PERCENTAGE OF OWNERSHIP AND DISTRIBUTIVE INCOME FORM**

Vendor Name: Bowman, Barrett & Associates Inc.

DBA: Bowman, Barrett & Associates Inc.

INSTRUCTIONS:

1. Ownership Share – Provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.
2. Distributive Income – Provide the name and address of each individual or entity and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.
3. Additional rows may be inserted into the tables or an attachment in a substantially similar format may be provided if needed.

Name	Address	% of Ownership	\$ Value of Ownership	% of Distributive Income	\$ Value of Distributive Income
Louis Bowman	130 E. Randolph, Suite 2650 Chicago, IL 60601	11.84		11.84	
John Barrett	130 E. Randolph, Suite 2650 Chicago, IL 60601	11.84		11.84	



ILLINOIS TOLLWAY
STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: I-17-4303

CONTRACTOR/CONSULTANT NAME: Christopher B. Burke Engineering, Ltd.

1. PAYMENT TERMS AND CONDITIONS:

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

2. ASSIGNMENT: This contract may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the State.

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

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

18. **MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
19. **PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.
20. **FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.
21. **SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
22. **WARRANTIES FOR SUPPLIES AND SERVICES:**
- 22.1 Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.
- 22.2 Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.
- 22.3 Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.
23. **REPORTING, STATUS AND MONITORING SPECIFICATIONS:**
- 23.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.
- 23.2 By August 31 of each year, Vendor shall report to the Agency or University the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups. 35 ILCS 5/216, 5/217.

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

25. **SUPPLEMENTAL PROVISIONS**

25.1 **TOLLWAY SUPPLEMENTAL PROVISIONS**

25.1.1 **Agents and Employees:**

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

25.1.2 **Publicity:**

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

25.1.3 **Third Party Beneficiaries:**

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

25.1.4 **Successors In Interest:**

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

25.1.5 **Venue:**

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

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

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

25.1.5.3 The Tollway is not currently an appropriated agency.

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

Further, the CONTRACTOR agrees to incorporate substantially similar reporting requirements into the Illinois Tollway Standard Business Terms and Conditions Page 5

terms of any and all subcontracts relating to work performed under this agreement. The (CONTRACTOR/VENDOR) agrees to forward or relay to the Tollway any reports received from subcontractors pursuant to this paragraph within 21 days.

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

25.3 VENDOR SUPPLEMENTAL PROVISIONS

Vendor Supplemental Provisions:

STATE OF ILLINOIS
SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

BBACBE TM _____ agrees with the terms and conditions set forth in the State of Illinois Invitation for Bid, including the standard terms and conditions, the Agency/University supplemental provisions, certifications, and disclosures, with the following exceptions:

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

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

Agreed:	Agreed:
By:	By:
Signed:	Signed:
Position:	Position:
Date:	Date:



**Sub-Contractor/Consultant Information/Delinquent Debt Review
Contractor/Consultant
Sub-Contractor/Consultant
FEIN**

Date: 10/4/17

Project Number: 17-3, Item 8

Project Name: Tri-State Tollway, Roadway Reconstruction and Bridge Rehabilitation, O'Hare Oasis (M.P. 37.8) to Balmoral Avenue (M.P. 40.0), Phase II Engineering Services

**DELINQUENT DEBT REVIEW
CONTRACTOR/
CONSULTANT**

Sub-Contractor/Consultant Disclosure.

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

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

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

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

Contractor/Consultant: BBACBE TM (Christopher B. Burke Engineering, Ltd.)

Federal Employment Identification Number (FEIN): [REDACTED]

E-Mail: mkerr@cbbel.com

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

NOTE for Construction Contracts: List all known subcontractors including those identified in the Bid Package on DBE Form 2025 and VOSB Form 2025, and include any name listed in the "Under Contract To" section of these forms.

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

Signature: [REDACTED]

Date: 10/4/17

Printed Name: Michael E. Kerr

**STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER**

I certify that:

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

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

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

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

Name:

Business Name: Christopher B. Burke Engineering, Ltd.

Taxpayer Identification Number:

Social Security Number: [Click here to enter text.](#)

or

Employer Identification Number



Legal Status (check one):

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

Signature of Authorized Representative: _____



Date: October 4, 2017

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 13254

Christopher B. Burke Engineering, Ltd.

9575 W. Higgins Road

Suite 600

Rosemont IL 60018

Information for this business last updated on:

Wednesday, May 27, 2015

Certificate produced on Wednesday, May 11, 2016 at 9:54 AM



EXHIBIT "1"

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Vendor Registration: View Form

- General
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- Users
- Commodity Codes
- Contacts & Owners
- Comments
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- Certifications
- Site Visits
- Registrations

Christopher B. Burke Engineering, Ltd. System Vendor Number: 20316284

Return to Main Form

Vendor Registration	
FORM NAME	A - B. Business Information & Additional Information
DESCRIPTION	Complete section A and B, in order to submit this form.
DATE SUBMITTED	5/19/2017
STATUS	Accepted
BUSINESS NAME	Christopher B. Burke Engineering, Ltd.
POINT OF CONTACT	Sherry Sporina
FLAG FORM	Add Flag

A. Business Information	
1. YOUR BUSINESS IS REGISTERING AS A	Prime contractor and subcontractor P
2. NAME OF CEO/BUSINESS OWNER	Christopher B. Burke P
3. ANNUAL SALES/GROSS RECEIPTS	38,800,000 P
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	11/01/1986 P
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business statewide. P
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	Sherry Sporina P
CONTACT PERSON TITLE	Director of Marketing
CONTACT PERSON PHONE	847-823-0500
CONTACT PERSON EMAIL	ssporina@cbbel.com

B. Additional Information	
1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	Chief Procurement Office (CPO)State Agency P

Vendor Registration: View Form


- General
- Public Profile
- Users
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- Contacts & Owners
- Comments
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- Certifications
- Site Visits
- Registrations

Christopher B. Burke Engineering, Ltd.

System Vendor Number: 20316284

Return to Main Form

Vendor Registration	
FORM NAME	C. Small Business Set-Aside Program
DESCRIPTION	Complete the Small Business Set-Aside Program form
DATE SUBMITTED	5/19/2017
STATUS	Accepted
BUSINESS NAME	Christopher B. Burke Engineering, Ltd.
POINT OF CONTACT	Sherry Sporinga
FLAG FORM	Add Flag

C. Small Business Set-Aside Program	
1. WOULD YOU LIKE TO APPLY/RE-QUALIFY FOR THE SMALL BUSINESS SET-ASIDE PROGRAM?	No 

Additional Information	
STAFF ATTACHED FILE(S)	<div style="border: 1px solid black; padding: 5px; display: inline-block;">Attach File</div> Refresh List after attaching file(s).

Customer Support

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Vendor Registration: View Form

General Public Profile Users Commodity Codes Contacts & Owners Comments Reviews Certifications Site Visits Registrations

Christopher B. Burke Engineering, Ltd.

System Vendor Number: 20316284

[Return to Main Form](#)



 1 flag has been added to this record. See below for details.

Show only flagged items.


Vendor Registration

FORM NAME	D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois
DESCRIPTION	Complete section D and E, in order to submit this form.
DATE SUBMITTED	5/19/2017
STATUS	Accepted
BUSINESS NAME	Christopher B. Burke Engineering, Ltd.
POINT OF CONTACT	Sherry Sporina
FLAG FORM	Add Flag

D. Department of Human Rights (DHR)

1. HIGHEST NUMBER OF EMPLOYEES (INCLUDING FULL AND PART TIME EMPLOYEES) AT ANY TIME DURING THE PAST YEAR	197	
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business had 15 or more employees at any time within the past year. 94628-00 expires on 3/21/2018	

E. Authorized to do Business In Illinois

1. IS YOUR BUSINESS REGISTERED AND AUTHORIZED TO DO BUSINESS IN ILLINOIS?	Yes, registered and in good standing with the Illinois Secretary of State	
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Additional Information

STAFF ATTACHED FILE(S)

[Attach File](#)

[Refresh List](#) after attaching file(s).

Vendor Registration: View Form

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
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Christopher B. Burke Engineering, Ltd.

System Vendor Number: 20316284

 1 flag has been added to this record. See below for details.

 Show only flagged items.

Vendor Registration

FORM NAME	F - G. Certifications & Board of Elections
DESCRIPTION	Complete section F - G, in order to submit the form.
DATE SUBMITTED	5/19/2017
STATUS	Accepted
BUSINESS NAME	Christopher B. Burke Engineering, Ltd.
POINT OF CONTACT	Sherry Sporing
FLAG FORM	Add Flag

F. Certifications

1. VENDOR CERTIFIES IT AND ITS EMPLOYEES WILL COMPLY WITH APPLICABLE PROVISIONS OF THE UNITED STATES. CIVIL RIGHTS ACT, SECTION 504 OF THE FEDERAL REHABILITATION ACT, THE AMERICANS WITH DISABILITIES ACT, AND APPLICABLE RULES IN PERFORMANCE OF THIS CONTRACT.

Yes

2. THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, GENERAL PARTNERSHIPS, AND SINGLE MEMBER LLCs, BUT IS NOT OTHERWISE APPLICABLE. VENDOR CERTIFIES HE/SHE IS NOT IN DEFAULT ON AN EDUCATIONAL LOAN. 5 ILCS 385/3

N/A

3. VENDOR CERTIFIES THAT IT HAS REVIEWED AND WILL COMPLY WITH THE DEPARTMENT OF EMPLOYMENT SECURITY LAW (20 ILCS 1005/1005-47) AS APPLICABLE

Yes

4. IF YOU ARE AWARDED A CONTRACT FOR WHICH THERE WAS A CURRENT VENDOR PROVIDING THE SERVICES COVERED BY THAT CONTRACT AND THE EMPLOYEES OF THAT VENDOR WHO PROVIDED THOSE SERVICES WERE COVERED BY A COLLECTIVE BARGAINING AGREEMENT, VENDOR CERTIFIES (I) THAT IT WILL OFFER TO ASSUME THE COLLECTIVE BARGAINING OBLIGATIONS OF THE PRIOR EMPLOYER, INCLUDING ANY EXISTING COLLECTIVE BARGAINING AGREEMENT WITH THE BARGAINING REPRESENTATIVE OF ANY EXISTING COLLECTIVE BARGAINING UNIT OR UNITS PERFORMING SUBSTANTIALLY SIMILAR WORK TO THE SERVICES COVERED BY THAT CONTRACT SUBJECT TO ITS BID OR OFFER; AND (II) THAT IT SHALL OFFER EMPLOYMENT TO ALL EMPLOYEES THAT ARE THEN CURRENTLY EMPLOYED IN ANY EXISTING BARGAINING UNIT WHO PERFORMS SUBSTANTIALLY SIMILAR WORK TO THE WORK THAT WILL BE PERFORMED PURSUANT TO THAT CONTRACT. THIS DOES NOT APPLY TO HEATING, AIR CONDITIONING, PLUMBING AND ELECTRICAL SERVICE CONTRACTS. 30 ILCS 500/25-80

No

5. VENDOR CERTIFIES IT HAS NEITHER BEEN CONVICTED OF BRIBING OR ATTEMPTING TO BRIBE AN OFFICER OR EMPLOYEE OF THE STATE OF ILLINOIS OR ANY OTHER STATE, NOR MADE AN ADMISSION OF GUILT OF SUCH CONDUCT THAT IS A MATTER OF RECORD. 30 ILCS 500/50-5

EXHIBIT "1"

Yes

6. IF VENDOR HAS BEEN CONVICTED OF A FELONY, VENDOR CERTIFIES AT LEAST FIVE YEARS HAVE PASSED SINCE THE DATE OF COMPLETION OF THE SENTENCE FOR SUCH FELONY, UNLESS NO PERSON HELD RESPONSIBLE BY A PROSECUTOR'S OFFICE FOR THE FACTS UPON WHICH THE CONVICTION WAS BASED CONTINUES TO HAVE ANY INVOLVEMENT WITH THE BUSINESS. VENDOR FURTHER CERTIFIES THAT IT IS NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-10

Yes

7. IF VENDOR OR ANY OFFICER, DIRECTOR, PARTNER, OR OTHER MANAGERIAL AGENT OF VENDOR HAS BEEN CONVICTED OF A FELONY UNDER THE SARBANES-OXLEY ACT OF 2002, OR A CLASS 3 OR CLASS 2 FELONY UNDER THE ILLINOIS SECURITIES LAW OF 1953, VENDOR CERTIFIES AT LEAST FIVE YEARS HAVE PASSED SINCE THE DATE OF THE CONVICTION. VENDOR FURTHER CERTIFIES THAT IT IS NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-10.5

Yes

8. VENDOR CERTIFIES THAT IT AND ITS AFFILIATES ARE NOT DELINQUENT IN THE PAYMENT OF ANY DEBT TO THE UNIVERSITY OR THE STATE (OR IF DELINQUENT, HAVE ENTERED INTO A DEFERRED PAYMENT PLAN TO PAY THE DEBT). 30 ILCS 500/50-11, 50-60

Yes

9. VENDOR CERTIFIES THAT IT AND ALL AFFILIATES SHALL COLLECT AND REMIT ILLINOIS USE TAX ON ALL SALES OF TANGIBLE PERSONAL PROPERTY INTO THE STATE OF ILLINOIS IN ACCORDANCE WITH PROVISIONS OF THE ILLINOIS USE TAX ACT. 30 ILCS 500/50-12

Yes

10. VENDOR CERTIFIES THAT IT HAS NOT BEEN FOUND BY A COURT OR THE POLLUTION CONTROL BOARD TO HAVE COMMITTED A WILLFUL OR KNOWING VIOLATION OF THE ENVIRONMENTAL PROTECTION ACT WITHIN THE LAST FIVE YEARS, AND IS THEREFORE NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-14

Yes

11. VENDOR CERTIFIES IT HAS NEITHER PAID ANY MONEY OR VALUABLE THING TO INDUCE ANY PERSON TO REFRAIN FROM BIDDING ON A STATE CONTRACT, NOR ACCEPTED ANY MONEY OR OTHER VALUABLE THING, OR ACTED UPON THE PROMISE OF SAME, FOR NOT BIDDING ON A STATE CONTRACT. 30 ILCS 500/50-25

Yes

12. VENDOR CERTIFIES IT HAS READ, UNDERSTANDS AND IS NOT KNOWINGLY IN VIOLATION OF THE "REVOLVING DOOR" PROVISION OF THE ILLINOIS PROCUREMENT CODE. 30 ILCS 500/50-30

Yes

13. VENDOR CERTIFIES THAT IF IT HIRES A PERSON REQUIRED TO REGISTER UNDER THE LOBBYIST REGISTRATION ACT TO ASSIST IN OBTAINING ANY STATE CONTRACT, THAT NONE OF THE LOBBYIST'S COSTS, FEES, COMPENSATION, REIMBURSEMENTS OR OTHER REMUNERATION WILL BE BILLED TO THE STATE. 30 ILCS 500/50-38

Yes

14. VENDOR CERTIFIES THAT IT WILL NOT RETAIN A PERSON OR ENTITY TO ATTEMPT TO INFLUENCE THE OUTCOME OF A PROCUREMENT DECISION FOR COMPENSATION CONTINGENT IN WHOLE OR IN PART UPON THE DECISION OR PROCUREMENT. 30 ILCS 500/50-38

Yes

15. VENDOR CERTIFIES IT WILL REPORT TO THE ILLINOIS ATTORNEY GENERAL AND THE CHIEF PROCUREMENT OFFICER ANY SUSPECTED COLLUSION OR OTHER ANTI-COMPETITIVE PRACTICE AMONG ANY BIDDERS, OFFERORS, CONTRACTORS, PROPOSERS, OR EMPLOYEES OF THE STATE. 30 ILCS 500/50-40, 50-45, 50-50

Yes

16. VENDOR CERTIFIES THAT IF IT IS AWARDED A CONTRACT THROUGH THE USE OF THE PREFERENCE REQUIRED BY THE PROCUREMENT OF DOMESTIC PRODUCTS ACT, THEN IT SHALL PROVIDE PRODUCTS PURSUANT TO THE CONTRACT OR A SUBCONTRACT THAT ARE MANUFACTURED IN THE UNITED STATES. 30 ILCS 517

Yes

17. VENDOR CERTIFIES THAT IF AWARDED A CONTRACT FOR PUBLIC WORKS, STEEL PRODUCTS USED OR SUPPLIED IN THE PERFORMANCE OF THAT CONTRACT SHALL BE MANUFACTURED OR PRODUCED IN THE UNITED STATES, UNLESS THE EXECUTIVE HEAD OF THE PROCURING AGENCY/UNIVERSITY GRANTS AN EXCEPTION IN WRITING. 30 ILCS 565

Yes

18. IF VENDOR IS AWARDED A CONTRACT WORTH MORE THAN \$5,000 AND EMPLOYS 25 OR MORE EMPLOYEES, VENDOR CERTIFIES IT WILL PROVIDE A DRUG FREE WORKPLACE PURSUANT TO THE DRUG FREE WORKPLACE ACT. 30 ILCS 580

Yes

19. IF VENDOR IS AN INDIVIDUAL AND IS AWARDED A CONTRACT WORTH MORE THAN \$5,000, VENDOR CERTIFIES IT SHALL NOT ENGAGE IN THE UNLAWFUL MANUFACTURE, DISTRIBUTION, DISPENSATION, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE DURING THE PERFORMANCE OF THE CONTRACT PURSUANT TO THE DRUG FREE WORKPLACE ACT. 30 ILCS 580

Yes

20. VENDOR CERTIFIES THAT NEITHER VENDOR NOR ANY SUBSTANTIALLY OWNED AFFILIATE IS PARTICIPATING OR SHALL PARTICIPATE IN AN INTERNATIONAL BOYCOTT IN VIOLATION OF THE U.S. EXPORT ADMINISTRATION ACT OF 1979 OR THE APPLICABLE REGULATIONS OF THE UNITED STATES DEPARTMENT OF COMMERCE. 30 ILCS 582

Yes

21. VENDOR CERTIFIES THAT NO FOREIGN-MADE EQUIPMENT, MATERIALS, OR SUPPLIES FURNISHED TO THE AGENCY/UNIVERSITY UNDER ANY CONTRACT HAVE BEEN OR WILL BE PRODUCED IN WHOLE OR IN PART BY FORCED LABOR OR INDENTURED LABOR UNDER PENAL SANCTION. 30 ILCS 583

Yes

22. VENDOR CERTIFIES THAT NO FOREIGN-MADE EQUIPMENT, MATERIALS, OR SUPPLIES FURNISHED TO THE AGENCY/UNIVERSITY UNDER ANY CONTRACT HAVE BEEN PRODUCED IN WHOLE OR IN PART BY THE LABOR OR ANY CHILD UNDER THE AGE OF 12. 30 ILCS 584

Yes

23. VENDOR CERTIFIES THAT IF AWARDED A CONTRACT INCLUDING INFORMATION TECHNOLOGY, ELECTRONIC INFORMATION, SOFTWARE, SYSTEMS AND EQUIPMENT, DEVELOPED OR PROVIDED UNDER ANY CONTRACT, IT WILL COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE ILLINOIS INFORMATION TECHNOLOGY ACCESSIBILITY ACT STANDARDS. 30 ILCS 587

Yes

24. VENDOR CERTIFIES THAT IF IT OWNS RESIDENTIAL BUILDINGS, THAT ANY VIOLATION OF THE LEAD POISONING PREVENTION ACT HAS BEEN MITIGATED. 410 ILCS 45

Yes

25. VENDOR CERTIFIES IT HAS NOT BEEN CONVICTED OF THE OFFENSE OF BID RIGGING OR BID ROTATING OR ANY SIMILAR OFFENSE OF ANY STATE OR OF THE UNITED STATES. 720 ILCS 5/33 E-3, E-4, E-11

Yes

26. VENDOR CERTIFIES IT COMPLIES WITH THE ILLINOIS DEPARTMENT OF HUMAN RIGHTS ACT AND RULES APPLICABLE TO PUBLIC CONTRACTS, WHICH INCLUDE PROVIDING EQUAL EMPLOYMENT OPPORTUNITY, REFRAINING FROM UNLAWFUL DISCRIMINATION, AND HAVING WRITTEN SEXUAL HARASSMENT POLICIES. 775 ILCS 5/2-105

Yes

27. VENDOR CERTIFIES IT DOES NOT PAY DUES TO OR REIMBURSE OR SUBSIDIZE PAYMENTS BY ITS EMPLOYEES FOR ANY DUES OR FEES TO ANY "DISCRIMINATORY CLUB." 775 ILCS 25/2

Yes

28. VENDOR WARRANTS AND CERTIFIES THAT IT AND, TO THE BEST OF ITS KNOWLEDGE, ITS SUBCONTRACTORS HAVE AND WILL COMPLY WITH EXECUTIVE ORDER NO. 1 (2007). THE ORDER GENERALLY PROHIBITS VENDORS AND SUBCONTRACTORS FROM HIRING THE THEN-SERVING GOVERNOR'S FAMILY MEMBERS TO LOBBY PROCUREMENT ACTIVITIES OF THE STATE, OR ANY OTHER GOVERNMENT IN ILLINOIS INCLUDING LOCAL GOVERNMENTS IF THAT PROCUREMENT MAY RESULT IN A CONTRACT VALUED AT OVER \$25,000. THIS PROHIBITION ALSO APPLIES TO HIRING FOR THAT SAME PURPOSE ANY FORMER STATE EMPLOYEE WHOSE PROCUREMENT AUTHORITY AT ANY TIME DURING THE ONE-YEAR PERIOD PRECEDING THE PROCUREMENT LOBBYING ACTIVITY.

Yes

29. VENDOR CERTIFIES THAT IT HAS READ, UNDERSTANDS AND IS IN COMPLIANCE WITH THE REGISTRATION REQUIREMENTS OF THE ILLINOIS ELECTIONS CODE (10 ILCS 5/9-35) AND THE RESTRICTIONS ON MAKING POLITICAL CONTRIBUTIONS AND RELATED REQUIREMENTS OF THE ILLINOIS PROCUREMENT CODE. 30 ILCS 500/20-160 AND 50-37 VENDOR WILL NOT MAKE A POLITICAL CONTRIBUTION THAT WILL VIOLATE THESE REQUIREMENTS.

Yes

30. THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, GENERAL PARTNERSHIPS, AND SINGLE MEMBER LLCs, BUT IS NOT OTHERWISE APPLICABLE. VENDOR CERTIFIES THAT HE/SHE HAS NOT RECEIVED AN EARLY RETIREMENT INCENTIVE PRIOR TO 1993 UNDER SECTION 14-108.3 OR 16-133.3 OF THE ILLINOIS PENSION CODE OR AN EARLY RETIREMENT INCENTIVE ON OR AFTER 2002 UNDER SECTION 14-108.3 OR 16-133.3 OF THE ILLINOIS PENSION CODE. (30 ILCS 105/15A; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133

N/A

G. Board of Elections (BOE)

1. IS YOUR BUSINESS REGISTERED WITH THE BOARD OF ELECTIONS (BOE)?

Yes, I certify my business is registered with BOE.

13254

Additional Information

STAFF ATTACHED FILE(S)

Attach File

[Refresh List](#) after attaching file(s).

Customer Support

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Vendor Registration: View Form

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
Christopher B. Burke Engineering, Ltd.								System Vendor Number: 20316284	

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Vendor Registration

FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	5/19/2017
STATUS	Accepted
BUSINESS NAME	Christopher B. Burke Engineering, Ltd.
POINT OF CONTACT	Sherry Sporing
FLAG FORM	Add Flag

H. Iran Disclosure

1. DO YOU OR ANY OF YOUR CORPORATE PARENTS OR SUBSIDIARIES HAVE ANY BUSINESS OPERATIONS THAT MUST BE DISCLOSED? P

No business operations to disclose.

Additional Information

STAFF ATTACHED FILE(S)

[Attach File](#)

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STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

IPB Reference #: 22040503 Procurement/Contract #: I-17-4303

This Forms B may be used when responding to an Invitation for Bid (IFB) or a Request for Proposal (RFP) if the vendor is registered in the Illinois Procurement Gateway (IPG) and has a valid IPG Registration Number.

If a vendor does not have a valid IPG registration number, then the vendor must complete and submit Forms A with their response. Failure to do so may render the submission non-responsive and result in disqualification.

Please read this entire section and provide the requested information as applicable. All parts in Forms B must be completed in full and submitted along with the vendor's response.

1. Certification of Illinois Procurement Gateway Registration

My business has a valid Illinois Procurement Gateway (IPG) registration. The State of Illinois Chief Procurement Office approved the registration and provided the IPG registration number and expiration date disclosed in this Forms B.

To ensure that you have a valid registration in the IPG, search for your business name in the IPG Registered Vendor Directory. If your company does not appear in the search results, then you do not have a valid IPG registration.

IPG Registration #: 20316284 IPG Expiration Date: 05/19/2018

2. Certification Timely to this Solicitation or Contract

Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), amended by Public Act No. 97-0895 (August 3, 2012). Yes No

3. Replacement Certification to IPG Certification #6 (supersedes response in IPG)

If Vendor has been convicted of a felony, Vendor certifies at least five years have passed since the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10. Yes No

4. Disclosure of Lobbyist or Agent (Complete only if bid, offer, or contract has an annual value over \$50,000)

Is your company or parent entity(ies) represented by or do you or your parent entity(ies) employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or an agent who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below. Yes No

If yes, please identify each lobbyist and agent, including the name and address below. If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information. Additional rows may be inserted into the table or an attachment may be provided if needed.

**STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES**

Name	Address	Relationship to Disclosing Entity
Click here to enter text.	Click here to enter text.	Click here to enter text.

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency/University contract: Click here to enter text.

5. Disclosure of Current and Pending Contracts

Complete only if: (a) your business is for-profit and (b) the bid, offer, or contract has an annual value over \$50,000. Do not complete if you are a not-for-profit entity.

Yes No. Do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

If "Yes", please specify below. Additional rows may be inserted into the table or an attachment in the same format may be provided if needed.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
See Attached List	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

6. Signature

As of the date signed below, I certify that:

- My business' information and the certifications made in the Illinois Procurement Gateway are truthful and accurate.
- The certifications and disclosures made in this Forms B are truthful and accurate.

This Forms B is signed by an authorized officer or employee on behalf of the bidder, offeror, or vendor pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code, and the affirmation of the accuracy of the financial disclosures is made under penalty of perjury.

This disclosure information is submitted on behalf of:

Vendor Name: Christopher B. Burke Engineering, Ltd.

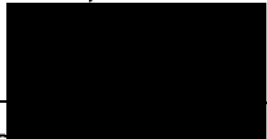
Phone: 847-823-0500

Street Address: 9575 W. Higgins Road, Suite 600

Email: mkerr@cbbel.com

City, State, Zip: Rosemont, IL 60018

Vendor Contact: Michael E. Kerr

Signature:  _____

Date: 10/04/17

Printed Name: Michael E. Kerr

Title: Executive Vice President

Current and Pending Contracts

Agency/ University	Project Title	Status	Value	Contract Reference/PO/ PB#
IDOT	Various SCAT Projects Districts, 2, 3, 4 and 5	Pending Contract	300,000	D-60-031-18
IDOT	Various Safety Assessments	Contract	600,000	P-91-004-09
IDOT	IL 47 from US 14 to Charles Road Phase I <i>SUB to Strand Associates</i>	Contract	435,000	P-91-007-09
IDOT	US Route 45 (from IL 132 to IL 173) Phase I	Contract	1,609,487	P-91-388-10
IDOT	Phase I Studies Various	Contract	2,400,000	P-91-003-11
IDOT	I-290 West of US 12/20/45 to East IL 50 <i>SUB to PB Americas</i>	Contract	1,489,288	P-91-597-10
IDOT	I-55 from I-355 to I-94 <i>SUB to Stantec</i>	Contract	883,099	P-91-762-10
IDOT	I-90 at Cumberland Ave	Contract	2,091,291	C-91-175-13
IDOT	PTB 170, Various Phase I Contracts	Contract	1,200,000	P-91-119-14
IDOT	PTB 172, Various SCAT	Contract	400,000	D-60-031-15
IDOT	PTB 173, Wood Street, Phase II Engineering <i>SUB TO INFRASTRUCTURE</i>	Contract	205,735	D-91-467-14
IDOT	PTB 179, Phase I Studies for Various Drainage Correction Project	Contract	1,200,000	P-21-224-16
Tollway	EOWA, I-294 to I-90 Tri-State and Franklin/Green Street <i>SUB TO ALFRED BENESCH/ CBBEL/LIN JV</i>	Contract	2,392,203	I-15-4656
Tollway	Elgin O'Hare Western Access, Construction Management Services Upon Request <i>SUB TO MICHAEL BAKER</i>	Contract	26,319.01	I-13-4613
Tollway	Tri-State Tollway Burlington Northern Railroad Bridge <i>SUB TO BOWMAN BARRETT</i>	Contract	964,451	RR-14--4222

Christopher B. Burke Engineering, Ltd.

Agency/ University	Project Title	Status	Value	Contract Reference/PO/ PB#
Tollway	Tri-State Tollway Mile-Long Bridge <i>SUB TO HW LOCHNER</i>	Contract	1,326,200	RR-14-4221
Tollway	I-90, Roadway, Retaining Wall and Bridge Reconstruction and Widening (BCP Tollway Partners, JV)	Contract	9,499,522	I-14-4190
Tollway	I-90, Retaining Wall, Noise Wall and Bridge Widening (BCP Tollway Partners, JV)	Contract	3,797,532	I-13-4100
Tollway	IL Route 53 – IL 120 <i>SUB TO TRANSYSTEMS</i>	Contract	800,000	I-12-4080
Tollway	Environmental Services Upon Request - Systemwide	Contract	5,000,000	I-11-4032
Tollway	Elgin O'Hare Western Bypass Tollway <i>SUB TO CH2MHILL</i>	Contract	574,365	I-11-4014

August 10, 2017

Christopher B. Burke Engineering, Ltd.

2


EXHIBIT "1"
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Vendor Registration: View

- General
- Public Profile
- Users
- Commodity Codes
- Contacts & Owners
- Comments
- Reviews
- Certifications
- Site Visits
- Registrations

Christopher B. Burke Engineering, Ltd.

System Vendor Number: **20316284**

 2 flags have been added to this record. See below for details.

Show only flagged items.

Vendor Registration

TYPE	State of Illinois Vendor Registration
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	5/19/2017
STATUS	Accepted
REVIEWER	Stephanie Hill
DATE REVIEWED	5/19/2017
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	5/19/2018
FLAG FORM	Add Flag

Settings

SMALL BUSINESS SET-ASIDE PROGRAM (SBSP) REGISTERED	No
REGISTERING AS A	Prime & Subcontractor

Entity Information

BUSINESS NAME	Christopher B. Burke Engineering, Ltd.
CONTACT FOR THIS SUBMISSION	Sherry Sporina (change contact)
PRIMARY CONTACT EMAIL	ssporina@cbbel.com
PHONE	847-823-0500
FAX	847-823-0520
COMPANY EMAIL	ssporina@cbbel.com
TAX ID NUMBER	<div style="background-color: black; width: 100px; height: 15px;"></div>
COMPANY TYPE	Corporation
ADDRESS	9575 W. Higgins Road, Suite 600 Rosemont, IL 60018 [edit address]

Vendor Registration: View Form

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
Christopher B. Burke Engineering, Ltd.								System Vendor Number: 20316284	

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Vendor Registration	
FORM NAME	I. Financial Disclosure & Conflicts of Interest
DESCRIPTION	Complete the Financial Disclosure & Conflicts of Interest form
DATE SUBMITTED	5/19/2017
STATUS	Accepted
BUSINESS NAME	Christopher B. Burke Engineering, Ltd.
POINT OF CONTACT	Sherry Sporina
FLAG FORM	Add Flag

I. Financial Disclosures & Conflicts of Interest

A. IDENTIFY THE APPLICABLE ENTITY TYPE. P

Other Privately Held Entity (i.e. LLC, partnership, privately held corporation with 100 or fewer shareholders, or other **entity type not clearly identified in another option**)

B. IS THERE A PARENT ENTITY THAT OWNS 100% OF THE BUSINESS? P

No

C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST P

Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation)

1. IS THERE ANY INDIVIDUAL OR ENTITY WHO MEETS ANY OF THE FOLLOWING THRESHOLDS: (A) OWNS MORE THAN 5% OF THE BUSINESS, (B) HOLDS OWNERSHIP SHARE OF THE BUSINESS VALUED IN EXCESS OF \$106,447.20, (C) IS ENTITLED TO MORE THAN 5% OF THE BUSINESS' DISTRIBUTIVE INCOME, OR (D) IS ENTITLED TO MORE THAN \$106,447.20 OF THE BUSINESS' DISTRIBUTIVE INCOME? P

Yes, the information is not publicly available (If any individuals are listed, answer Yes or No to questions 5-8 and 11-20.)

Document	Status
List of individuals or entities meeting one or more of the listed thresholds. IPG Percentage of Ownership and Distributive Income Form.050417.pdf (PDF, 353.11 KB)	Attached by Sherry Sporina on 5/4/2017

2. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT HOLD AN OWNERSHIP INTEREST IN THE BUSINESS OF GREATER THAN 5% OR VALUED GREATER THAN \$106,447.20 HAVE BEEN DISCLOSED IN QUESTION 1. P

1.

Yes

3. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT WERE ENTITLED TO RECEIVE DISTRIBUTIVE INCOME IN AN AMOUNT GREATER THAN \$106,447.20 OR GREATER THAN 5% OF THE TOTAL DISTRIBUTIVE INCOME P

EXHIBIT "1"

OF THE BUSINESS HAVE BEEN DISCLOSED IN QUESTION 1.

Yes

4. DISCLOSURE OF BOARD OF DIRECTORS FOR NOT-FOR-PROFIT ENTITIES.

Not applicable - For-Profit Entity

5. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM A PERSON WHO HOLDS AN ELECTIVE OFFICE IN THE STATE OF ILLINOIS OR HOLDS A SEAT IN THE GENERAL ASSEMBLY, OR ARE THEY THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

No

6. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM APPOINTED TO OR EMPLOYED IN ANY OFFICES OR AGENCIES OF STATE GOVERNMENT AND RECEIVE COMPENSATION FOR SUCH EMPLOYMENT IN EXCESS OF 60% (\$106,447.20) OF THE SALARY OF THE GOVERNOR, OR ARE ANY OF THEM THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

No

7. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM AN OFFICER OR EMPLOYEE OF THE CAPITAL DEVELOPMENT BOARD OR THE ILLINOIS TOLL HIGHWAY AUTHORITY, OR ARE ANY OF THEM THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

No

8. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM APPOINTED AS A MEMBER OF A BOARD, COMMISSION, AUTHORITY, OR TASK FORCE AUTHORIZED OR CREATED BY STATE LAW OR BY EXECUTIVE ORDER OF THE GOVERNOR, OR ARE THEY THE SPOUSE OR AN IMMEDIATE FAMILY MEMBER WHO CURRENTLY RESIDES OR RESIDED WITH SUCH PERSON WITHIN THE LAST 12 MONTHS?

No

9. IF ANY QUESTION IN 5-8 ABOVE IS ANSWERED YES, PLEASE ANSWER THE FOLLOWING: DO ANY OF THE INDIVIDUALS IDENTIFIED, THEIR SPOUSE, OR MINOR CHILD RECEIVE FROM THE ENTITY MORE THAN 7.5% OF THE ENTITY'S TOTAL DISTRIBUTABLE INCOME OR AN AMOUNT OF DISTRIBUTABLE INCOME IN EXCESS OF THE SALARY OF THE GOVERNOR (\$177,412.00)?

Not applicable - I answered No in Questions 5-8

10. IF ANY QUESTION IN 5-8 ABOVE IS ANSWERED YES, PLEASE ANSWER THE FOLLOWING: IS THERE A COMBINED INTEREST OF ANY INDIVIDUAL IDENTIFIED ALONG WITH THEIR SPOUSE OR MINOR CHILD OF MORE THAN 15% IN THE AGGREGATE OF THE ENTITY'S DISTRIBUTABLE INCOME OR AN AMOUNT OF DISTRIBUTABLE INCOME IN EXCESS OF TWO TIMES THE SALARY OF THE GOVERNOR (\$354,824.00)?

Not applicable - I answered No in Questions 5-8

11. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE, OR IN THE PREVIOUS 3 YEARS HAD STATE EMPLOYMENT, INCLUDING CONTRACTUAL EMPLOYMENT OF SERVICES? THIS DOES NOT INCLUDE CONTRACTS TO PROVIDE GOODS OR SERVICES TO THE STATE AS A VENDOR.

No

12. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, HAVE THEIR SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER, HAD STATE EMPLOYMENT, INCLUDING CONTRACTUAL EMPLOYMENT FOR SERVICES, IN THE PREVIOUS 2 YEARS? THIS DOES NOT INCLUDE CONTRACTS TO PROVIDE GOODS OR SERVICES TO THE STATE AS A VENDOR.

No

13. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HOLD OR HAVE HELD IN THE PREVIOUS 3 YEARS ELECTIVE OFFICE OF THE STATE OF ILLINOIS, THE GOVERNMENT OF THE UNITED STATES, OR ANY UNIT OF LOCAL GOVERNMENT AUTHORIZED BY THE CONSTITUTION OF THE STATE OF ILLINOIS OR THE STATUTES OF THE STATE OF ILLINOIS?

No

14. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HAVE A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) HOLDING ELECTIVE OFFICE CURRENTLY OR IN

THE PREVIOUS 2 YEARS?

No

15. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HOLD OR HAVE HELD IN THE PREVIOUS 3 YEARS ANY APPOINTIVE GOVERNMENT OFFICE OF THE STATE OF ILLINOIS, THE UNITED STATES OF AMERICA, OR ANY UNIT OF LOCAL GOVERNMENT AUTHORIZED BY THE CONSTITUTION OF THE STATE OF ILLINOIS OR THE STATUTES OF THE STATE OF ILLINOIS, WHICH OFFICE ENTITLES THE HOLDER TO COMPENSATION IN EXCESS OF EXPENSES INCURRED IN THE DISCHARGE OF THAT?

No

16. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HAVE A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) HOLDING APPOINTIVE OFFICE CURRENTLY OR IN THE PREVIOUS 2 YEARS?

No

17. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 3 YEARS HAD EMPLOYMENT AS OR BY ANY REGISTERED LOBBYIST OF THE STATE GOVERNMENT?

No

18. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 2 YEARS HAD A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) THAT IS OR WAS A REGISTERED LOBBYIST?

No

19. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 3 YEARS HAD COMPENSATED EMPLOYMENT BY ANY REGISTERED ELECTION OR RE-ELECTION COMMITTEE REGISTERED WITH THE SECRETARY OF STATE OR ANY COUNTY CLERK IN THE STATE OF ILLINOIS, OR ANY POLITICAL ACTION COMMITTEE REGISTERED WITH EITHER THE SECRETARY OF STATE OR THE FEDERAL BOARD OF ELECTIONS?

No

20. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 2 YEARS HAD A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) WHO IS OR WAS A COMPENSATED EMPLOYEE OF ANY REGISTERED ELECTION OR REELECTION COMMITTEE REGISTERED WITH THE SECRETARY OF STATE OR ANY COUNTY CLERK IN THE STATE OF ILLINOIS, OR ANY POLITICAL ACTION COMMITTEE REGISTERED WITH EITHER THE SECRETARY OF STATE OR THE FEDERAL BOARD OF ELECTIONS?

No

21. HAS THERE BEEN ANY DEBARMENT FROM CONTRACTING WITH ANY GOVERNMENTAL ENTITY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

22. HAS THERE BEEN ANY PROFESSIONAL LICENSURE DISCIPLINE WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

23. HAS THERE BEEN ANY BANKRUPTCY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

24. HAVE THERE BEEN ANY ADVERSE CIVIL JUDGMENTS AND/OR ADMINISTRATIVE FINDINGS WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

25. HAVE THERE BEEN ANY CRIMINAL FELONY CONVICTIONS WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

EXHIBIT "1"

**ILLINOIS PROCUREMENT GATEWAY
PERCENTAGE OF OWNERSHIP AND DISTRIBUTIVE INCOME FORM**

Vendor Name: Christopher B. Burke Engineering, Ltd.

DBA: N/A

INSTRUCTIONS:

1. Ownership Share – Provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.
2. Distributive Income – Provide the name and address of each individual or entity and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.
3. Additional rows may be inserted into the tables or an attachment in a substantially similar format may be provided if needed.

Name	Address	% of Ownership	\$ Value of Ownership	% of Distributive Income	\$ Value of Distributive Income
Christopher B. Burke	[REDACTED]	72	Click here to enter text.	Click here to enter text.	Click here to enter text.
Thomas T. Burke, Jr.	[REDACTED]	28	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/11/2017

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

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

PRODUCER International IRM 1228 W. Northwest Highway Palatine, IL 60067	CONTACT NAME: Jacqueline Alexander
	PHONE (A/C No. Ext): 847-991-3500 FAX (A/C No): 847-991-3520
	E-MAIL ADDRESS: jackiea@internationalirm.com
	INSURER(S) AFFORDING COVERAGE
INSURED Bowman, Barrett & Assoc. Inc. 130 E. Randolph Street #2650 Chicago, IL 60601	INSURER A : Travelers Property Casualty Co NAIC # 19046
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Addl Insd <input checked="" type="checkbox"/> Blanket WOS GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X X	6608938M214 PRIMARY/NON-CONTRIBUTORY	12/14/2016	12/14/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Blanket Al <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X X	8108938M214	12/14/2016	12/14/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll ded's \$ 1,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		CUP8938M214	12/14/2016	12/14/2017	EACH OCCURRENCE \$ 13,000,000 AGGREGATE \$ 13,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A	X	UB8938M214	12/14/2016	12/14/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROPERTY: Special; Repl Cost		6608938M214	12/14/2016	12/14/2017	Contents 2,206,680 Deduct 2,500

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

Re: Illinois Tollway Contract No. I-17-4303, Phase II Engineering services for Tri-State Tollway (I-294) reconstruction between O'Hare Oasis and Balmoral Ave.

See Attached Additional Insured Information.

CERTIFICATE HOLDER

CANCELLATION

ILLIN01 Illinois State Toll Highway Authority 2700 Ogden Ave Downers Grove, IL 60515	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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NOTEPAD:

HOLDER CODE ILLIN01
INSURED'S NAME Bowman, Barrett & Assoc. Inc.

BOWM-01
OP ID: JA

PAGE 2
Date 10/11/2017

The following are additional insureds on the general liability and automobile liability on a primary/non-contributory basis as required as required by written contract:

Illinois State Toll Highway Authority
Christopher B Burke Engineering

A Waiver of Subrogation applies in favor of the additional insureds with respects to the General Liability, Auto Liability and Workers Compensation policies.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/11/2017

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

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


PRODUCER Mesrow Insurance Services, Inc. 353 N. Clark St 11th fl Chicago, IL 60654	CONTACT NAME: Megan Jolly	FAX (A/C, No):
	PHONE (A/C, No, Ext): (312) 595-6000	E-MAIL ADDRESS: Megan.Jolly@alliant.com
INSURED Bowman, Barrett & Assoc. 130 East Randolph Suite 2650 Chicago, IL 60601	INSURER(S) AFFORDING COVERAGE INSURER A : ACE American Insurance Company	NAIC # 22667
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab			EONG24575743009	05/25/2017	05/25/2018	Claims Made 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Phase II Engineering services for Tri-State Tollway (I-294) reconstruction between O'Hare Oasis and Balmoral Ave.
Illinois Tollway Contract No. I-17-4303

CERTIFICATE HOLDER Illinois State Toll Highway Authority 2700 Ogden Avenue Downers Grove, IL 60515	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED – WRITTEN
CONTRACTS (ARCHITECTS, ENGINEERS AND
SURVEYORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. if, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), Paragraph 4. (**Other Insurance**), is amended as follows:

1. The following is added to Paragraph a. **Primary Insurance**:

However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs; and

- b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

subsequent to the signing and execution of that contract or agreement by you.

2. The first Subparagraph (2) of Paragraph b. **Excess Insurance** regarding any other primary insurance available to you is deleted.
3. The following is added to Paragraph b. **Excess Insurance**, as an additional subparagraph under Subparagraph (1):

That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED – PRIMARY AND
NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/24/2017

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

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


PRODUCER Assurance Agency, Ltd. One Century Centre 1750 E. Golf Road Schaumburg, IL 60173	CONTACT NAME: Shawna Zamora	
	PHONE (A/C No. Ext.): (847) 463-7120	FAX (A/C No.): (847) 220-9234
E-MAIL ADDRESS: szamora@assuranceagency.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Starr Surplus Lines Insurance Compa		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 352717696 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$	
A	Professional Liability		SLSLPRO25220017	6/1/2017	6/1/2018	Each Occurrence \$2,000,000 General Aggregate \$4,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Proof of Insurance
Illinois Tollway Contract I-17-4303 PSB 17-3/Item 8 Phase II Engineering Tri-State Tollway
I-294 Reconstruction Between O'Hara Oasis and Balmoral Avenue

CERTIFICATE HOLDER Illinois State Toll Highway Authority 2700 Ogden Avenue One Authority Drive Downers Grove, IL 60515	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/25/2017

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

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

PRODUCER Donne Insurance Group, Inc 7777 W. 159th Street Suite B Tinley Park IL 60477	CONTACT NAME: Gail Pope PHONE (A/C, No, Ext): (708) 429-3100 E-MAIL ADDRESS: Gail.Pope@DonneInsurance.com	FAX (A/C, No): (708) 429-3105
	INSURER(S) AFFORDING COVERAGE	
INSURED Christopher B. Burke Engineering Ltd. 9575 W. Higgins Road Suite 600 Rosemont IL 60018	INSURER A: The Phoenix Ins Co	NAIC # 25623
	INSURER B: Travelers Ind Co Of Con	25682
	INSURER C: The Travelers Ind Co	25658
	INSURER D: Travelers Casualty & Surety	19038
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 2017-2018** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input checked="" type="checkbox"/> Blanket Contractual Liab	X Y	680-3H482979	10/15/2017	10/15/2018	MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:						
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X Y	BA-6760L521	10/15/2017	10/15/2018	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB					EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	X Y	CUP-2C769665	10/15/2017	10/15/2018	
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X Y				
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A				<input checked="" type="checkbox"/> PER STATUTE OTHER
		X Y	UB-7639Y370	10/15/2017	10/15/2018	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Phase II Engineering Tri-State Tollway I-294 Reconstruction Between O'Hara Oasis and Balmoral Avenue- Illinois Tollway Contract I-17-4303 - PSB 17-3/Item 8. Additional Insured:
(Primary/Non-Contributory)-General Liability and Auto Liability: Bowman, Barrett & Associates Inc. and the Illinois State Toll Authority. 30 day notice of cancellation. Umbrella follows form.

CERTIFICATE HOLDER Illinois State Toll Highway Authority 2700 Ogden Avenue One Authority Drive Downers Grove, IL 60515	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE W Donne, CPCU, ARM/GA
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the DEFINITIONS Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.





WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 13 (00)-01

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ALL PERSONS OR ORGANIZATIONS THAT ARE PARTIES TO A CONTRACT
THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT, PROVIDED YOU
EXECUTED THE CONTRACT BEFORE THE LOSS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the **PROVISIONS** of this endorsement carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. Broadened Named Insured | I. Injury to Co-Employees |
| B. Damage To Premises Rented To You Extension | J. Aircraft Chartered with Crew |
| • Perils of fire, explosion, lightning, smoke, water | K. Non-Owned Watercraft – Increased from 25 feet to 50 feet |
| • Limit increased to \$300,000 | L. Increased Supplementary Payments |
| C. Blanket Waiver of Subrogation | • Cost for bail bonds increased to \$2,500 |
| D. Blanket Additional Insured – Managers or Lessors of Premises | • Loss of earnings increased to \$500 per day |
| E. Blanket Additional Insured – Lessor of Leased Equipment | M. Knowledge and Notice of Occurrence or Offense |
| F. Incidental Medical Malpractice | N. Unintentional Omission |
| G. Personal Injury – Assumed by Contract | O. Reasonable Force – Bodily Injury or Property Damage |
| H. Extension of Coverage – Bodily Injury | |

PROVISIONS

A. BROADENED NAMED INSURED

1. The Named Insured in Item 1. of the Declarations is as follows:
The person or organization named in Item 1. of the Declarations and any organization, other than a partnership or joint venture, over which you maintain ownership or majority interest on the effective date of the policy. However, coverage for any such organization will cease, as of the date, during the policy period, that you no longer maintain ownership of, or majority interest in, such organization.
2. WHO IS AN INSURED (Section II) Item 4.a. is deleted and replaced by the following:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, unless reported in writing to us within 180 days.
3. This Provision A. does not apply to any person or organization for which coverage is excluded by endorsement.

B. DAMAGE TO PREMISES RENTED TO YOU EXTENSION

1. The last paragraph of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** (Section I – Coverages) is deleted and replaced by the following:
Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
 - a. Fire;
 - b. Explosion;
 - c. Lightning;
 - d. Smoke resulting from such fire, explosion, or lightning; or

e. Water.

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

2. This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
 - a. Rupture, bursting, or operation of pressure relief devices;
 - b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;
 - c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.
3. Part 6. of LIMITS OF INSURANCE (Section III) is deleted and replaced by the following:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under COVERAGE A. for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning, or water. The Damage To Premises Rented To You Limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning, or water, or any combination of any of these.

The Damage To Premises Rented To You Limit will be the higher of:

 - a. \$300,000; or
 - b. The amount shown on the Declarations for Damage To Premises Rented To You Limit.
4. Under DEFINITIONS (Section V), Paragraph a. of the definition of "insured contract" is amended so that it does not include that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
 - a. Fire;
 - b. Explosion;
 - c. Lightning;
 - d. Smoke resulting from such fire, explosion, or lightning; or
 - e. Water.
5. This Provision B. does not apply if coverage for Damage To Premises Rented To You of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is excluded by endorsement.

C. BLANKET WAIVER OF SUBROGATION

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you prior to loss.

D. BLANKET ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as "additional insured") with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you, subject to the following provisions:

1. Limits of Insurance. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide, or the limits shown on the Declarations, whichever is less.
2. The insurance afforded to the additional insured does not apply to:
 - a. Any "occurrence" that takes place after you cease to be a tenant in that premises;
 - b. Any premises for which coverage is excluded by endorsement; or

c. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

3. The insurance afforded to the additional insured is excess over any valid and collectible insurance available to such additional insured, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

E. BLANKET ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as "additional insured") with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such additional insured, subject to the following provisions:

1. Limits of Insurance. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide, or the limits shown on the Declarations, whichever is less.
2. The insurance afforded to the additional insured does not apply to:
 - a. Any "occurrence" that takes place after the equipment lease expires; or
 - b. "Bodily injury" or "property damage" arising out of the sole negligence of such additional insured.
3. The insurance afforded to the additional insured is excess over any valid and collectible insurance available to such additional insured, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

F. INCIDENTAL MEDICAL MALPRACTICE

1. The definition of "bodily injury" in DEFINITIONS (Section V) is amended to include "Incidental Medical Malpractice Injury".
2. The following definition is added to DEFINITIONS (Section V):

"Incidental medical malpractice injury" means bodily injury, mental anguish, sickness or disease sustained by a person, including death resulting from any of these at any time, arising out of the rendering of, or failure to render, the following services:

 - a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;
 - b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
 - c. First aid.
 - d. "Good Samaritan services". As used in this Provision F., "Good Samaritan services" are those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.
3. Paragraph 2.a.(1)(d) of WHO IS AN INSURED (Section II) does not apply to any registered nurse, licensed practical nurse, emergency medical technician or paramedic employed by you, but only while performing the services described in paragraph 2. above and while acting within the scope of their employment by you. Any "employees" rendering "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.
4. The following exclusion is added to paragraph 2. Exclusions of COVERAGE A. – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

(This insurance does not apply to:) Liability arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals by or with the knowledge or consent of the insured.
5. For the purposes of determining the applicable limits of insurance, any act or omission, together with all related acts or omissions in the furnishing of the services described in paragraph 2. above to any one person, will be considered one "occurrence".
6. This Provision F. does not apply if you are in the business or occupation of providing any of the services described in paragraph 2. above.
7. The insurance provided by this Provision F. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

G. PERSONAL INJURY – ASSUMED BY CONTRACT

1. The Contractual Liability Exclusion in Part 2., Exclusions of COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY (Section I – Coverages) is deleted and replaced by the following:

(This insurance does not apply to:)

Contractual Liability

"Advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract of agreement.

2. Subparagraph f. of the definition of "insured contract" (DEFINITIONS – Section V) is deleted and replaced by the following:
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury," "property damage" or "personal injury" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
3. This Provision G. does not apply if COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY is excluded by endorsement.

H. EXTENSION OF COVERAGE – BODILY INJURY

The definition of "bodily injury" (DEFINITIONS – Section V) is deleted and replaced by the following:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

I. INJURY TO CO-EMPLOYEES

1. It is agreed that your "employees" are insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.
2. Subparagraphs 2.a.(1)(a), (b) and (c) and 3.a. of WHO IS AN INSURED (Section II) do not apply to "bodily injury" for which insurance is provided by paragraph 1. above.

J. AIRCRAFT CHARTERED WITH CREW

1. The following is added to the exceptions contained in the Aircraft, Auto Or Watercraft Exclusion in Part 2., Exclusions of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

(This exclusion does not apply to:) Aircraft chartered with crew to any insured.
2. This Provision J. does not apply if the chartered aircraft is owned by any insured.
3. The insurance provided by this Provision J. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

K. NON-OWNED WATERCRAFT

1. The exception contained in Subparagraph (2) of the Aircraft, Auto Or Watercraft Exclusion in Part 2., Exclusions of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is deleted and replaced by the following:
 - (2) A watercraft you do not own that is:
 - (a) Fifty feet long or less; and
 - (b) Not being used to carry persons or property for a charge;
2. This Provision K. applies to any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft.
3. The insurance provided by this Provision K. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance

purchased specifically by you to be excess of this policy.

L. INCREASED SUPPLEMENTARY PAYMENTS

Parts **b.** and **d.** of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B (Section I – Coverages) are amended as follows:

1. In Part **b.** the amount we will pay for the cost of bail bonds is increased to \$2500.
2. In Part **d.** the amount we will pay for loss of earnings is increased to \$500 a day.

M. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

1. The following is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 2. (Duties In The Event of Occurrence, Offense, Claim or Suit):

Notice of an "occurrence" or of an offense which may result in a claim under this insurance shall be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to any insured listed under Paragraph 1. of Section II – Who Is An Insured or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by other "employee(s)" of an "occurrence" or of an offense does not imply that you also have such knowledge.

2. Notice shall be deemed prompt if given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us as soon as practicable after any insured listed under Paragraph 1. of Section II – Who Is An Insured or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence", offense or claim may involve this policy.
3. However, this Provision **M.** does not apply as respects the specific number of days within which you are required to notify us in writing of the abrupt commencement of a discharge, release or escape of "pollutants" which causes "bodily injury" or "property damage" which may otherwise be covered under this policy.

N. UNINTENTIONAL OMISSION

The following is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 6. (Representations):

The unintentional omission of, or unintentional error in, any information provided by you shall not prejudice your rights under this insurance. However, this Provision **N.** does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable state insurance laws, codes or regulations.

O. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE

The **Expected Or Intended Injury** Exclusion in Part 2., Exclusions of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is deleted and replaced by the following:

(This insurance does not apply to:)

Expected or Intended Injury or Damage

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

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

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of SECTION IV – BUSINESS AUTO CONDITIONS:

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

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

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

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

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

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

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

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

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

COMMERCIAL AUTO

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

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

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Contract Information Sheet

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

Joint Venture
/ Team:

BBACBE_TM

Lead Partner:

Bowman, Barrett & Associates Inc.

2nd Partner:

Christopher B. Burke Engineering Ltd.

3rd Partner:

Contract Number:

I-17-4303

Proposal Date:

10/10/2017

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-17-4303

Joint Venture / Team:

BBACBE_TM

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												Grand Total Exhibit A Hours		TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
AES Verification Phase II												376			
Meetings/Coordination/Admin												48			
TOTALS												424			

Contract Number: I-17-4303

Joint Venture / Team:

BBACBE_TM

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
AES Verification Phase II	376	376	376	910	910	910	910	910	910	910	910	912	1128
Meetings/Coordination/ Admin	140	140	140	140	140	140	140	140	140	140	140	140	1680
TOTALS	516	516	1423	1050	1050	1050	1050	1050	1050	1050	1050	1052	11907

Contract Number: I-17-4303

Joint Venture / Team: BBACBE_TM

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Phase II	674	674	674	674	674	674	674	674	674	674	674	674	674	8088
Meetings/Coordination/ Admin	140	140	140	140	140	140	140	140	140	140	140	140	140	1680
TOTALS	814	814	814	814	814	814	814	814	814	814	814	814	814	9768

Contract Number: I-17-4303

Joint Venture / Team:

BBACBE_TM

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Phase II	83	86	83	86	83	86	83	86	83	86	83	86	1014
Meetings/Coordination/ Admin	35		35		35		35		35		35		210
TOTALS	118	86	118	86	118	86	118	86	118	86	118	86	1224

Contract Number: I-17-4303

Joint Venture / Team: BBACBE_TM

BBACBE_TM

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Phase II	83	86	83	86	83	86	83	86	83	86	83	86	1014
Meetings/Coordination/ Admin	35		35		35		35		35		35		210
TOTALS	118	86	118	86	118	86	118	86	118	86	118	86	1224

Contract Number: I-17-4303

Joint Venture / Team:

BBACBE_TM

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2022												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Phase II	90	90	90	90	90	90	90	90	90	90	90	90	90	990
Meetings/Coordination/ Admin	39	38	38	38	38	38	38	38	38	46	46	46	46	435
TOTALS	129	128	128	128	128	128	128	128	128	136	136	136	136	1425

Contract No.: 1-17-4303

Joint Venture / Team: BBACBE_TM

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>25,972.00</u> (Total Work Hours from Exhibit C-2)	\$ <u>49.00</u> (Average Hourly Rate: Total Direct Salary divided by Total Work Hours)	TOTAL DIRECT SALARY \$ <u>1,272,628.00</u>
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Multiplier to be used on this project: Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)	<u>2.80</u>
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DIRECT REGULAR SALARY TIMES MULTIPLIER	\$ <u>3,563,358.40</u>
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B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(Total for Joint Venture/Team listed above.)

TOTAL DIRECT COSTS	\$ <u>74,209.52</u>
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C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H)	\$ <u>1,933,676.68</u>
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Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont))	\$ <u>1,128,755.40</u>
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TOTAL SERVICES BY OTHERS	\$ <u>3,062,432.08</u>
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D. ADDITIONAL SERVICES (Prime Consultant)

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

(Requires prior authorization before use)

TOTAL ADDITIONAL SERVICES	\$ <u>-</u>
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(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

	<u>\$ 6,700,000.00</u>
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APPENDIX TO EXHIBIT F

Contract No. I-17-4303

BBACBE

SCOPE OF SERVICES

Each firm will be bound to the Tollway's Exhibit F Scope of Work as prepared by the Tollway. Each firm will perform only work they are qualified to perform to the professional Standard of Care level required by the Tollway. Work tasks will be assigned by the combined management team consisting of Bowman, Barrett & Associates Inc. and Christopher B. Burke Engineering, Ltd., as required to meet the expectations of the Tollway for this project.

TABLE C-1: BRIDGES AND CULVERTS WITHIN THE PROJECT LIMITS

Bridge #	Traffic Direction	Mile Post	Location	Tollway Over (O) Under (U)	Anticipated Scope of Work	Width	Length (FT)	Skew
393C	NB/SB	38.40	Crystal Creek: One mainline structure	O	Rehab+ Extend	2 cell - 7' x 10'	20	17
394C	NB/SB	38.10	Sister Stream: One mainline structure	O	Replace in Kind	3 cell - 5.5' x 6.5'	1000	0
393	NB	38.30	Irving Park Road	O	Deck Rehab+Widening			
394	SB	38.30	Irving Park Road	O	Rehab - Deck Replacement			
394A	SB	38.30	Irving Park Road Ramp	O	Deck Rehab + Overlay			
389	NB	39.00	Lawrence Avenue	O	Deck Rehab + Overlay			
390	SB	39.00	Lawrence Avenue	O	Deck Rehab + Overlay			
391	NB	39.30	Soo Line Railroad(CN & Metra)	O	Deck Rehab + Overlay			
392	SB	39.30	Soo Line Railroad(CN & Metra)	O	Deck Rehab + Overlay			
363	EW	39.82	Balmoral Avenue	U	Maintenance Type Repairs			

TABLE C-2: RETAINING WALLS WITHIN THE PROJECT LIMITS

RETAINING AND NOISE WALL SUMMARY									
Wall ID	MP Start	MP End	Length	Height	Cut/Fill	Existing/Proposed Wall Type	New/Existing	Anticipated Scope of Work	
NORTH BOUND RETAINING WALLS									
TS37.50R, NB	37.5	37.7	0	20		Soldier Pile	New	Include in Contract 4302 Scope of Services.	
TS37.60R, NB							Exist	Remove due to TS37.50R, NB. Included in Contract 4302 Scope of Services.	
TS38.15R, NB	38.15	38.15	100	5.5		Soldier Pile	New	New Wall	
TS38.20R, NB	38.20						Exist	NOT INCLUDED IN SCOPE OF SERVICES	
TS38.21R, NB	38.21						Exist	NOT INCLUDED IN SCOPE OF SERVICES	
TS38.25R, NB(R)	38.25						Exist	NOT INCLUDED IN SCOPE OF SERVICES	
TS38.30R, NB(R)	38.30	38.50	850	10		Soldier Pile	New	New Wall	
TS38.70R, NB	38.70	38.90	1150	10		MSE	New	New Wall	
TS38.80R, NB	38.80						Exist	NOT INCLUDED IN SCOPE OF SERVICES	
TS39.00R, NB	39.00	39.2	1068	19.8		Blockwall	Exist to remain	NOT INCLUDED IN SCOPE OF SERVICES	
TS39.30R, NB	39.30	39.4	1533	12		Blockwall	Exist to remain	NOT INCLUDED IN SCOPE OF SERVICES	
TS39.50R, NB	39.50	39.56	341	8		Concrete cantilever	Exist to remain	NOT INCLUDED IN SCOPE OF SERVICES	
TS39.56R, NB (R)	39.56	39.8	1278	15		Soldier Pile	Exist to remain	NOT INCLUDED IN SCOPE OF SERVICES	
TS39.70R, NB (R)	39.70	39.8	506	7		Soldier Pile	Exist to remain	NOT INCLUDED IN SCOPE OF SERVICES	
NORTHBOUND NOISE ABATEMENT WALLS									
Support Type									
TS37.95N, NB(R)	37.95		1375	19			New Wall - Ground	New Wall \ Remove Existing	
TS38.30N, NB(R)	38.30		1357	18			New Wall - Gnd & RetWall TS38.30R, NB - GND portion only for Borings	New Wall \ Remove Existing	
TS38.60N, NB	38.60		2094	16			New Wall - RetWall TS38.70R, NB	New Wall \ Remove Existing	

TS38.90N, NB	38.90	38.9	23	15	Wood	Exist - Gnd Mounted	NOT INCLUDED IN SCOPE OF SERVICES
TS38.91N, NB	38.91	39	511	16	Concrete	Exist - Gnd Mounted	NOT INCLUDED IN SCOPE OF SERVICES
TS38.99N, NB	38.99	39	98	11.8	Wood	Exist - Bridge Parapet	NOT INCLUDED IN SCOPE OF SERVICES
TS39.00N, NB	39.00	39.2	1114	13	Concrete	Exist - Gnd Mounted	NOT INCLUDED IN SCOPE OF SERVICES
TS39.21N, NB	39.20	39.3	515	10	Wood	Exist - Bridge Parapet	NOT INCLUDED IN SCOPE OF SERVICES
TS39.30N, NB	39.30	39.6	345	11	Concrete	Exist - Gnd Mounted	NOT INCLUDED IN SCOPE OF SERVICES
TS39.39N, NB	39.39	39.4	36	10.5	Wood	Exist - Gnd Mounted	NOT INCLUDED IN SCOPE OF SERVICES
TS39.40N, NB	39.40	39.6	608	16	Concrete	Exist - Gnd Mounted	NOT INCLUDED IN SCOPE OF SERVICES
TS39.50N, NB	39.50	39.6	547	12	Concrete	Exist - Ret Wall Mounted TS39.50R, SB/ TS39.56R, NB(R)	NOT INCLUDED IN SCOPE OF SERVICES
SOUTHBOUND RETAINING WALLS							
TS37.70R, SB	37.7	37.75	700	8	Concrete Cantilever	NEW	Include in Contract 4302 Scope of Work.
TS38.00R,SB(R)	38	38.23	1282	5	Soldier Pile	New	New Wall
TS38.10R, SB	38.1	38.2	574	11.5	Concrete Cantilever	Exist	Existing to be Removed
TS38.20R, SB(R)	38.2	38.25	207	11	Concrete Cantilever	Exist	Existing to Remain
TS38.35R,SB(R)	38.35	38.6	1025	9	Concrete Cantilever	New	New Wall
TS39.00R, SB	39	39.1	439	19.3	Concrete Cantilever	Exist to remain	NOT INCLUDED IN SCOPE OF SERVICES
TS39.10R, SB	39.1	39.25	974	12	Block wall	Exist to remain	NOT INCLUDED IN SCOPE OF SERVICES
TS39.35R, SB	39.35	39.45	399	12	Block wall	Exist to remain	NOT INCLUDED IN SCOPE OF SERVICES
TS39.45R, SB	39.45	39.65	625	14	Concrete Cantilever	Exist to remain	NOT INCLUDED IN SCOPE OF SERVICES
TS39.65R, SB	39.65	39.8	686	12	Concrete Cantilever	Exist to remain	NOT INCLUDED IN SCOPE OF SERVICES
TS39.70R, SB	39.7	39.8	546	15	Concrete Cantilever	Exist to remain	NOT INCLUDED IN SCOPE OF SERVICES
TS39.90R, SB	39.9	40	400	7	Concrete Cantilever	Exist to remain	NOT INCLUDED IN SCOPE OF SERVICES
SOUTHBOUND NOISE ABATEMENT WALLS							
No NAW along SB							

Exhibit F

Scope of Work

**Tri-State Tollway, Roadway Reconstruction and Bridge Rehabilitation,
O'Hare Oasis (M.P. 37.8) to Balmoral Avenue (M.P. 40.0)**

Contract No. I-17-4303

Illinois State Toll Highway Authority

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I. PROJECT DESCRIPTION

This project is to prepare Phase II engineering services for the preparation of contract plans and specifications and project related permits for the proposed improvements including, but not limited to, reconstruction of the Tri-State Tollway (I-294) between O'Hare Oasis (M.P. 37.8) and Balmoral Avenue (M.P. 40.0).

The scope of proposed improvements includes roadway design, reconstructing / rehabilitation of bridges, retaining wall design, noise wall design, new drainage structures and modification of existing drainage system, erosion control for all construction zones, design of appropriate landscape and soil erosion/sedimentation control measures as necessary, pavement markings, delineators and signage, barrier warrant analysis and installation of guardrail, anchors and terminal, update roadway lighting, maintenance of traffic, protection and relocation of utilities, and other appurtenant and miscellaneous construction.

II. ITEMS OF WORK TO BE INCLUDED IN CONTRACT I-17-4303

The Design Section Engineer's (DSE) services under Contract I-17-4303 shall consist of Phase II engineering services for the above described project, together with the identification of potential utility conflicts as per the requirements of the Illinois Tollway Design Section Engineer Manual, as amended by the Illinois Tollway, and herein specified. The design criteria and policies, Standard Specifications, materials, and construction requirements of the Illinois State Toll Highway Authority shall apply to all portions of the improvement under Illinois Tollway jurisdiction. The design criteria and policies, materials, and construction requirements of the Illinois Department of Transportation shall apply outside the Illinois Tollway jurisdiction area.

This contract may develop construction packages as follows:

1. Mainline contracts from O'Hare Oasis to Balmoral Avenue.
2. An additional construction contract.

Master Plan and Advanced Engineering Studies (AES) has been performed by Illinois Tollway Contracts RR-14-4221, RR-14-4222, RR-14-4223 and RR-14-4224. The DSE will review the advanced engineering studies design geometry within the project limits and provide concept design plans for necessary refinements which will include the recommended horizontal geometry and vertical profile in accordance with the Illinois Tollway Design Section Engineer Manual, latest edition, as amended by the Illinois Tollway, and as otherwise noted below, which shall include, but not be limited to, the following:

A. CONCEPT DESIGN VERIFICATION REQUIREMENTS

The DSE will be responsible for reviewing the AES documents completed to date as referenced above and providing concept (30%) design deliverables as further defined herein.

The DSE review of AES documents prepared to date shall include, but not necessarily be limited to, the following:

1. Project scope
2. Project budget. The DSE shall review and validate the AES cost estimate and provide an updated concept (30%) level cost estimate based on recommendations from the AES verification.
3. Project schedule. The DSE shall confirm or provide a recommended construction schedule for proposed construction contract package(s) within the contract limits. The DSE shall coordinate with the DCM to ensure that schedules are supported and can be accommodated within the overall Tri-State Tollway Master Corridor Schedule.
4. Project concept review including geometrics, right-of-way requirements, materials, maintenance of traffic, drainage, number of construction contracts, design criteria, cost benefit analysis, alternatives analysis, and all other appurtenant and miscellaneous items.
5. Design Criteria Review. The DSE shall review the current Illinois Tollway Design Criteria and evaluate the impact of updating the concept submittal prepared to date to be in conformance with the current design criteria.
6. Design Deviations prepared to date. The DSE shall coordinate with the DCM and adjacent Tri-State Tollway DSE sections to confirm whether or not deviations are still required.
7. Review of corridor roadway lighting design concept by I-17-4308 DSE.
8. Evaluation of Roadside obstacles in accordance with the Illinois Tollway Traffic Barrier Guidelines, latest edition. The DSE will prepare a strip map which identifies all areas of concern and meet with the Illinois Tollway and DCM to confirm expected level of analysis to be performed as part of the Barrier Warrant Analysis for each contract.
9. Review of utility coordination and utility studies performed to date, perform a field review and submit Notice of Interference forms. The DSE is responsible for utility coordination in accordance with the Illinois Tollway DSE Manual.
10. Review of AES environmental documents to confirm potential issues related to wetlands, waterways, biological, cultural, noise, air, hazardous/special waste, pedestrian/bike accommodations, land use, zoning, etc. Review of ESA investigations and recommendations performed by others.
11. Review coordination with IDOT, FAA, regulatory, utility companies, and local agencies performed to date and confirm commitments and future required action including identification of agreements and municipal/county design issues. Coordinate installation of the FOC duct package system with the Tollway's Fiber Optic Management Vendor.
12. Review of available survey information furnished by the DCM and confirmation of completeness or need for additional information. DSE responsibilities with regard to Field Survey services outlined in Section III.

B. CONCEPT SUBMITTAL REQUIREMENTS

The DSE review of the AES referenced above shall include preparation and submittal of a Concept Design Review Technical Memorandum which includes items identified in II. A. above and includes the following:

1. The DSE shall confirm and concur with the following or provide recommendations for proceeding during preliminary and final design:
 - a) Scope of Work.
 - b) Construction Contract Schedules.
 - c) Right of Way Requirements.
 - d) Construction Contract Packaging.
 - e) Advanced Engineering Studies Environmental Commitments.
2. Operating budget impact analysis (impact to Illinois Tollway Maintenance, Illinois Tollway Traffic Operations, Illinois Tollway Business Systems).
3. Identification of signing requirements and coordination of needs with the Illinois Tollway Sign Shop through the Design Corridor Manager (DCM).
4. Review of the AES design documents prepared to date including submittal of a technical memorandum detailing findings and providing recommendations for advancement to preliminary (60%) design.
5. A visual pavement condition survey of existing roadways within the limits of the proposed improvements.
6. Review and validate the Maintenance of Traffic AES Plan.
7. Update and submit right of way and utility requirements for each construction contract. The right of way requirements shall be submitted on plan drawings and shall include all permanent right of way and permanent and temporary easements the DSE deems as being required for construction of the proposed improvements. Identify ROW parcels to be acquired that affect utility relocations and establish priorities for acquisition.
8. Provide a construction contract packaging schematic and concept level design and construction schedule for contracts for which the DSE is responsible.
9. Prepare Signing Strip Maps by construction contract which are applicable to interim phases of construction and operation of independent tollable segments of roadways.
10. The DSE will review drainage concepts as necessary and any updated concepts completed since that date. The DSE will confirm the nature of the required improvements, the intent of the proposed design and verify compliance with the established design criteria.
11. Review and validate Aesthetics recommendations.
12. The DSE will prepare exhibits and renderings as needed to assist with public outreach.

In addition, the DSE shall perform the following during this phase:

1. Coordination of any additional right of way requirements through the DCM. The DSE shall be responsible for ensuring that right of way acquisition activities are consistent with contract schedules.
2. Coordinate installation of the FOC duct package system with the Tollway's Fiber Optic Management Vendor.
3. Identify any additional required design deviations. When a design deviation is sought, the DSE will start a Request For Design Deviation to Criteria (F4000.05). If agreed upon the form will be completely filled out and signed by all parties listed for signature.
4. The DSE shall review utility coordination performed to date, verify potential conflicts for the project through concept design and complete Notification of Interference forms for all anticipated utility interferences.
5. The DCM will prepare a comprehensive inventory of agreements for the overall project including railroad agreements. The DCM will be responsible for securing railroad agreements with technical support from the

DSE. The DSE will review and confirm the overall agreements inventory as identified by the DCM and support the DCM in securing other required agreements in conformance with the established schedule, including preparation of agreements not being prepared by the DCM (see Table B).

6. The DCM will coordinate system-wide design implementation. The DSE will incorporate site specific design services provided by others as specified in the Illinois Tollway DSE Manual, amended by the Project-wide All Electronic Tolling and Intelligent Transportation Systems Design Criteria document, latest version.
7. Permitting requirements, potential utility conflicts, and required railroad, intergovernmental and utility agreements shall be identified.
8. The DSE will prepare Bridge Type Studies and Retaining Wall Type Studies during this phase of the work. Upon approval of these recommendations Type, Size, and Location Drawings for bridges, retaining walls, and culverts will be prepared. An updated proposed profile will be prepared by the DSE reflecting proposed refinements resulting from structural recommendations (TS&Ls) and through coordination with the adjacent DSEs are necessary.
9. Structural Geotechnical Reports (SGR) for proposed structures in accordance with the Illinois Tollway Geotechnical Manual, latest edition, as amended by the Illinois Tollway.
10. Concept Plan Legacy Comment Review. The DSE shall review unresolved comments received pertaining to the Concept Design Plans from involved agencies. Comments applicable to Contract I-17-4303 shall be compiled and presented in the technical memorandum.
11. Review of corridor roadway lighting design concept by I-17-4308 DSE.
12. Evaluation of Roadside obstacles in accordance with the Illinois Tollway Traffic Barrier Guidelines, latest edition. The DSE will prepare a strip map which identifies all areas of concern and meet with the Illinois Tollway and DCM to confirm expected level of analysis to be performed as part of the Barrier Warrant Analysis for each contract.

C. PRELIMINARY AND FINAL DESIGN ENGINEERING

1. ROADWAY REQUIREMENTS

- a. Utilize existing aerial mapping, including contours for developing exhibits, right-of-way analysis, etc.
- b. Identify utility impacts on construction, right-of-way, costs, and project schedule. Supplemental SUE services shall be performed by the I-17-4303 DSE.
- c. Identify and establish priority of right-of-way parcel acquisition needed for utility relocation and advance work needs within the project limits.
- d. Conduct supplementary survey as required.
- e. Develop maintenance of traffic and construction staging options for each alternative and corresponding progress schedules. The maintenance of traffic shall be submitted to agencies having jurisdiction over proposed roadways included in the plan for review prior to advancement of subsequent phases of design. The plan shall also be coordinated with adjacent design sections.

2. DESIGN AND PLAN PREPARATION – DETAILED REQUIREMENTS

During this phase, the DSE shall perform designs and prepare contract plans and documents for implementation of the project improvements, to include, but not be limited to, the following:

- a. Design services for preparing contract plans, special provisions and estimates for the Tri-State Tollway (I-294) Roadway Reconstruction between O'Hare Oasis to Balmoral Avenue.
- b. Performing Bridge Type Studies for new bridges proposed to be constructed. The use of Accelerated Bridge Construction (ABC) techniques will be considered as part of the studies.
- c. Perform Type, Size, and Location (TS&L) drawings for new bridge and retaining wall construction.
- d. Performing Wall Type Studies for new retaining wall design construction.
- e. Perform design services for noise walls.
- f. Performing analyses for new drainage structure installation and modification of the existing drainage system.
- g. Provide design of sediment and erosion control for all construction zones.
- h. Provide design of appropriate landscape and soil erosion/sedimentation control measures as necessary in accordance with the Illinois Tollway Environmental Studies manual.
- i. Design services for preparing contract plans and special provisions for installation of pavement markings, delineators, and signage for the contract limits.
- j. Provide barrier warrant analyses for all necessary locations and installation of guardrail, anchors and terminals to conform to the current AASHTO Guidelines and Illinois Tollway criteria.
- k. ITS/Fiber/AET Scope. The scope anticipated to be included as part of the construction contract(s) to be limited to the installation of IPDC foundations, ITS Gantry and DMS foundations, and the underground backbone duct package along the roadway corridor which will contain power and fiber optic cable installed under separate contract(s). ITS device design shall be performed under separate contracts. The I-17-4303 DSE will be required to coordinate with the DCM and I-17-4307 DSE for Advance ITS and Fiber Relocation to ensure operational and communication requirements are fulfilled for each stage of MOT. The I-17-4303 DSE shall be required to coordinate with the DCM and I-17-4308 DSE to ensure that final ITS device design is in conformance with the corridor requirements, and all assets are properly transferred between contracts.
- l. Electrical design services for updating existing roadway and underpass lighting and installing new roadway and underpass lighting as required by the Illinois Tollway Lighting Standards, design criteria, and corridor roadway lighting master plan. Coordinate with the DCM and I-17-4308 DSE for the corridor roadway lighting master plan. The I-17-4303 DSE will design temporary lighting, provide for the maintenance of existing/temporary lighting, and will determine the actual locations of, and prepare contract plans, special provisions, and estimates for the temporary and final roadway and underpass lighting.
- m. Perform detailed design for all overhead, cantilever, and ground mounted sign structures within the contract limits.
- n. Provide maintenance of traffic plans including those for impacts to local facilities.

- o. Utility coordination for protection and / or relocation of utilities.
- p. Provide assistance to and backup materials for the preparation of all required permits by the DCM.
- q. Perform geotechnical studies.
- r. Prepare all required permits.
- s. Perform INVEST planning and design evaluations.
- t. Perform environmental studies. Phase I Environmental Site Assessments (ESAs) were prepared by others. These shall be reviewed for content and Phase II Environmental Site Assessments are to be prepared including environmental borings and analysis. The DSE will further prepare all designs required for remediation recommendations resulting from the ESA and Remedial Action Plan (RAP).
- u. Coordination with the Illinois Tollway and DCM with regard to environmental issues including, but not limited to USACE, IEPA, NPDES, IDNR-OWR. The following tasks have been or will be completed and will be provided to the DSE: Biological Resource Review, Wetland Delineation, Cultural Resource investigation, Stream/Water Quality Investigation, tree transect survey, Special Waste Assessment, and Traffic Noise Analysis. The DSE will be responsible for performing detailed tree classification surveys. The DCM will prepare a comprehensive inventory of required permits for the overall Tri-State Tollway (I-294) project, secure select permits and approvals (including FAA approval and corridor-wide 404/401 permits), and support coordination of other required permits to be secured by the DSE. See Table B for information regarding permitting responsibilities. Required permit submittals for the project include, but are not limited to: approval from Federal Aviation Administration; permits from the U.S. Army Corps of Engineers, Illinois Environmental Protection Agency, Illinois Department of Natural Resources, U.S. Fish and Wildlife, Metropolitan Water Reclamation District, IDOT, Local Agencies, Local Soil and Water Conservation Districts, Local Forest Preserve Districts, Railroads, etc. The DSE will review and confirm the overall permits inventory as identified by the DCM. The DSE will support the DCM in securing other required construction permits in conformance with the established schedule, including preparation of permits not being prepared by the DCM. The DSE will be required to furnish plans, calculations, etc. as required for permit submittals. The DSE shall coordinate permit requirements with the DCM throughout the design phase. The DSE shall be responsible for ensuring that permit submittals and approvals are consistent with contract schedules.
- v. All other appurtenant and miscellaneous items. The following structures are included in this project:
 - Culvert 394C: Sister Stream: One mainline structure
 - Bridges 393/394: Irving Park Rd.: Two mainline structures
 - Bridge 394A: Irving Park Rd Ramp A: One ramp structure
 - Culvert 393C: Crystal Creek: One mainline structure
 - Bridges 389/390: Lawrence Avenue: Two mainline structures
 - Bridges 391/392: Soo Line Railroad: Two mainline structures
 - Bridge 363: Balmoral Ave.: One crossroad structure
- w. All other appurtenant and miscellaneous items.
- x. Following submittal of the Preliminary design plans, the Designer will participate in a Value Management Study. The VMS will be conducted by the DCM following preliminary submittal. The Designer will prepare exhibits, have key staff participate in the VMS, review the VMS finding, prepare

responses and dispositions for all findings, and implement into their design any recommended findings which are accepted by the Tollway.

- y. The DSE will include a review of the following contracts prepared by others to confirm that the design is compatible with that of the I-17-4303 design section:
 - i. Tri-State Tollway Roadway Reconstruction Contract I-17-4302

3. FINAL DESIGN SERVICES AND SUBMITTALS REQUIRED

Preparation of preliminary, pre-final, and final contract documents, special provisions, design and quantity calculations, and construction schedule to be reviewed by the Illinois Tollway.

1. The DSE must have MicroStation capabilities. All final documents shall be submitted in hard copy and electronic format and follow the Illinois Tollway CADD STANDARDS Manual.
2. The DSE shall coordinate and incorporate all requirements of other design contracts impacting this project, if any. The DSE shall meet with other DSE's and the DCM as often as required to ensure the final contract documents of all contracts relating to the limits are coordinated.
3. The DSE shall be responsible for coordinating designs with the DCM and the Illinois Tollway User Departments, including but not limited to, Toll Services, Traffic Operations, and Maintenance and Business Systems.
4. Maintenance of traffic and construction staging.
5. The DSE will be responsible for preparing and coordinating construction cost estimates with the DCM and the Illinois Tollway in accordance with the Illinois Tollway DSE Manual. The DSE is responsible for tracking the scope and cost estimate for construction contracts and coordinating changes with the DCM and the Illinois Tollway throughout the design phase. Final construction cost estimates will be developed by the DSE.
6. If required, preparation of plats of acquisition and associated legal descriptions.
7. All other submittals as required in the Illinois Tollway DSE Manual.
8. The DSE shall utilize the new Illinois Tollway stationing. Stationing of existing appurtenances shall be approximated from existing stationing and digital ortho imagery information.
9. Coordinate with the Illinois Tollway Project Manager and DCM on sending individual letters to municipal, township, county, and railroad officials with jurisdictional boundaries adjacent to the study area. Allow interested officials to review concepts under the Illinois Tollway consideration and comment on community issues of concern or support.
10. Coordinate with the Illinois Tollway Project Manager, the DCM, and the Illinois Tollway Planning Division on meeting with individual property owners, neighborhood groups, and their local officials as required to address their questions or concerns regarding indirect project impacts.
11. Submit DSE Quality Management Plan within 14 days of Notice to Proceed.
12. The DSE is responsible for submittal of documents required during contract advertisement and as required for contract addenda in accordance with the Illinois Tollway DSE Manual. The DSE shall coordinate with the DCM and Illinois Tollway as necessary.

13. Provide required information to support the Illinois Tollway's coordination activities with the Tri-State Tollway (I-294) Local Advisory Committee.

D. STRUCTURAL CONSTRUCTION

1. Perform cursory inspection of structures that are to be rehabilitated to provide repair recommendation verification to supplement the Bridge Condition Report.
2. The DSE will prepare Bridge Type Studies for new bridges proposed to be constructed.
3. The DSE will prepare Wall Type Studies for new retaining walls proposed to be constructed.
4. The DSE will prepare Type, Size, and Location plans for proposed bridges (see Table A), retaining walls and culverts as required within the project limits.
5. The DSE will prepare contract plans and specifications for proposed bridges (see Table A), retaining walls, and culverts as required within the project limits.
6. The DSE will prepare contract plans, special provisions and estimates for IPDC foundations and ITS Gantry and DMS Foundations within the project limits.

E. DRAINAGE

1. The existing drainage facilities as represented in the concept plans and available Tri-State Tollway (I-294) as-built plans will be reviewed by the DSE to determine level of completeness and to identify potential additional drainage survey requirements. The DSE shall inspect existing storm drainage pipes to remain for condition assessment.
2. Drainage calculations including culvert and storm sewer sizing will be provided by the DSE.
3. Analysis of alternatives for the proposed drainage system will be required by the DSE. Anticipated alternatives include the staging of the proposed drainage improvements, detention alternatives, and best management practices as applicable. The prior drainage calculation reports from the concept plans and Tri- State Tollway (I-294) reconstruction will be provided for starting background.
4. The proposed right- of-way and easement requirements will be evaluated to accommodate the proposed drainage design.

F. ENVIRONMENTAL STUDIES AND REPORTS

1. Determine and evaluate potential environmental impacts. Precautions should be taken to limit wetland impacts to those presented in the Section 404 permit application submitted by the DCM and which was the basis for the USACE Section 404/IEPA Section 401 water quality certification authorizations issued for the Tri-State Tollway (I-294) project. The DSE shall coordinate immediately with the DCM if design changes result in an increase in impacts as coordination with regulatory resource agencies would be required.
2. Completion of Part II Environmental Studies Inventory Sheet (ESIS). Part I was evaluated during the Master Plan Phase. Therefore only Part II shall be submitted with preliminary plans.
3. Evaluate and develop sediment and erosion control plans/measures if necessary.

4. Preparation of plans as required for USACE review of resource impacts and shall include appropriate details including grading plans, soil erosion and sediment control plans, Best Management Practices plans, existing and proposed drainage plans, and wetland/waters mitigation plans.
5. Prepare Phase II ESA in accordance with the Illinois Tollway Environmental Studies Manual, latest edition, and ASTM E1903 Standard Practice for Environmental Site Assessments, Phase II as applicable. Prepare a Remedial Action Plan in accordance with the aforementioned criteria as applicable and in accordance with IEPA requirements for Site Remediation Programs. Prepare a Remedial Action Plan (RAP) in accordance with the aforementioned criteria as applicable and in accordance with IEPA requirements for Site Remediation Programs.

G. MAINTENANCE OF TRAFFIC

The DSE shall prepare Maintenance of Traffic deliverables in accordance with the Illinois Tollway Design Section Engineer Manual, latest edition, as amended by the Illinois Tollway. The maintenance of traffic plans and studies shall provide for protection and maintenance of the Illinois Tollway and crossroad traffic, and maintenance of toll operations during construction. The DCM shall coordinate traffic staging and maintenance of traffic for the corridor with the individual DSEs for the project. The coordination shall include ensuring that regional impacts are minimized and to ensure that traffic is maintained during construction. Contract completion dates shall be coordinated between design contracts. The existing number of traffic lanes shall be maintained on the mainline in each direction on the Tri-State Tollway (I-294) between O'Hare Oasis (M.P. 37.8) to Balmoral Avenue (M.P. 40.0) during peak hours.

H. UTILITIES

1. The DSE shall coordinate with utility companies and with the DCM throughout the design phase. The DSE shall be responsible for ensuring that utility relocation activities are consistent with contract schedules.
2. The DSE will be required to provide a copy of the agency utility contact log on a monthly basis.
3. Verify location of existing communications cables and utilities with respect to the proposed improvements.
4. All utilities coordination shall be performed in accordance with the Illinois Tollway DSE Manual, specifically with requirements of Subsection 4.5.18 and Section 6.

I. GEOTECHNICAL

1. For the bridges, retaining walls, noise walls, culverts, sign structure, IPDC, ITS Gantry and lighting foundations, the DSE will select proposed boring locations for approval by the Illinois Tollway. The DSE shall review the borings obtained in Phase I. The DSE will provide a boring map to the DCM. If required, the DSE will be responsible for providing information to the DCM as required for obtaining right of entry and permits to perform any subsurface exploration.
2. The DSE will provide subsurface exploration, utility checks, laboratory testing, and a Soil survey report. If required, pavement corings will be taken at locations

selected by the DSE to gather information for the pavement design. The pavement design for local system roadways will be provided by the agency having jurisdiction of the roadways and the Illinois Tollway will determine mainline and ramp pavement section designs for toll roadway pavements. The DCM will provide applicable agencies and the Illinois Tollway with information necessary for designing pavement sections.

3. The DSE will prepare Structural Geotechnical Reports (SGR) that summarizes the exploration and studies described above. The SGR will follow the Illinois Tollway SGR procedure. The SGR contains geotechnical recommendations related to bridge foundations, retaining wall foundations, slope walls, side slopes, pavement, sign structure, ITS Gantry, lighting foundations, and traffic signal foundations.

III. DESIGN SECTION ENGINEER'S (DSE's) SERVICES

A. EXECUTION OF ENGINEERING SERVICES

1. The DSE shall furnish services in accordance with the articles contained in the Illinois Tollway DSE Manual and all applicable Illinois Tollway Criteria, Manuals, and Bulletins.

B. FIELD SURVEY

1. The DCM will provide available survey information to the DSE. The DCM will establish a centerline and benchmarks for subsequent use by the DSE for the Tri-State Tollway (I-294) between O'Hare Oasis (M.P. 37.8) to Balmoral Avenue (M.P. 40.0). The DSE will review the survey information and coordinate discrepancies with the DCM. Additional benchmarks will be provided by the DSE as necessary.
2. The DSE shall perform all additional survey work necessary for the design of the project in accordance with the appropriate sections of the Illinois Tollway DSE Manual, or as required for compliance with governing design criteria to provide a complete and acceptable design.
3. Maximum use shall be made of the Illinois Tollway's record drawings and Phase I Engineering documents; however, it is the Design Section Engineer's responsibility to verify all topography in the field.
4. The DSE shall obtain adequate survey information for determining barrier warrant analysis, etc. including approach shoulder drainage and appurtenances.
5. The DSE shall utilize the Illinois Tollway's record drawings and verify features in the field and utilize stationing on drawings only as a reference for the location of the structures. It is not the intent for the DSE to re-establish stationing in the field.
6. All coordination with Agencies, including but not limited to the U.S. Army Corps of Engineers, the Illinois Department of Natural Resources, the Illinois Environmental Protection Agency, the Office of Water Resources, and the Illinois Department of Transportation shall be conducted through Illinois Tollway and DCM. The DSE will be expected to assemble information and documents necessary for Illinois Tollway to perform such coordination.

7. All coordination with railroads shall be conducted through the DCM and per the Illinois Tollway DSE Manual.

C. **PLATS AND LEGALS**

1. This contract is anticipated to require up to 25 separate property acquisitions. DSE to prepare plat and legal description documents associated with each Plat of Acquisition (POA) as well as coordinate and provide assistance to the Tollway Land Acquisition Unit as needed to complete each required acquisition. Documents shall be prepared in a timely manner so to not impede the Tollway property acquisition schedule.

IV. **ITEMS TO BE FURNISHED TO THE DESIGN SECTION ENGINEER**

In addition to the items to be provided as described in the DSE's Manual, the following will be supplied:

1. Items identified in Section II.
2. It shall be the responsibility of the DSE to select the applicable reduced record drawings from the Illinois Tollway's website at www.illinoisvirtualltollway.com.
3. Available inspection reports from current jurisdictional agencies for facilities within the project limits.
4. The Illinois Tollway's biennial structural inspection report of the bridges within the project limits.
5. Digital Ortho-Imagery, contours, horizontal and vertical survey control, and center line of the project limits.
6. Copies of Illinois Tollway Standard Specifications, Standard Drawings, and Illinois Tollway Design Manual can be obtained from the Illinois Tollway's website at www.illinoistollway.com.
7. Copy of Illinois Tollway Railroad and utility agreements (as required).
8. Copy of Bridge Condition Reports (as required).
9. Maintenance Section Reports.
10. General Engineering Consultant's Special Issue Log.

Contract No. I-17-4303
Tri-State Tollway, Roadway Reconstruction and Bridge Rehabilitation,
O'Hare Oasis (M.P. 37.8) to Balmoral Avenue (M.P. 40.0)

SCHEDULE

1.	Scoping Meeting	7/25/2017
2.	Design Scope Submittal	8/11/2017
3.	Design Scope Approval	9/6/2017
4.	Notice to Proceed	11/9/2017
5.	Project Kick-Off Meeting	11/20/2017
6.	Concept Submittal	3/2018
7.	Preliminary Submittal	10/2018
8.	Pre-final Submittal	4/2019
9.	Final Submittal	TBD
10.	Advertise	TBD
11.	Bid Opening	TBD
12.	Board Award	TBD
13.	Construction Start Date	TBD

^a Design for this project is scheduled to begin in 2017. Construction of this project is not scheduled. Listed dates are subject to change and correspond to the advertisement date and construction start dates for the earliest roadway contract. The intent of is to advance the design to enable the Illinois Tollway to proceed to construction in advance of the above listed dates if possible and practical in coordination with the DCM and overall Tri-State Tollway Master Corridor Schedule and program priorities.

**TABLE A:
BRIDGES LOCATED WITHIN THE PROJECT LIMITS**

**Contract No. I-17-4303
Tri-State Tollway (I-294), Roadway Reconstruction and Bridge Rehabilitation,
O'Hare Oasis (M.P. 37.8) to Balmoral Avenue (M.P. 40.0)**

Bridge #	Traffic Direction	Mile Post	Location	Tollway Over (O) Under (U)	Type of Bridge ¹	Maintenance**
394C	NB	38.10	Sister Stream: One mainline structure	O	Culvert	A
393/394	NB/SB	38.30	Irving Park Rd.: Two mainline structures	O		C
394A	NB	38.30	Irving Park Rd Ramp A: One ramp structure	O		A
393C	NB/SB	38.40	Crystal Creek: One mainline structure	O	Culvert	A
389/390	NB/SB	39.00	Lawrence Avenue: Two mainline structures	O		A
391/392	NB/SB	39.30	Soo Line Railroad: Two mainline structures	O		A
363	EW	39.82	Balmoral Ave.: One crossroad structure	U		B

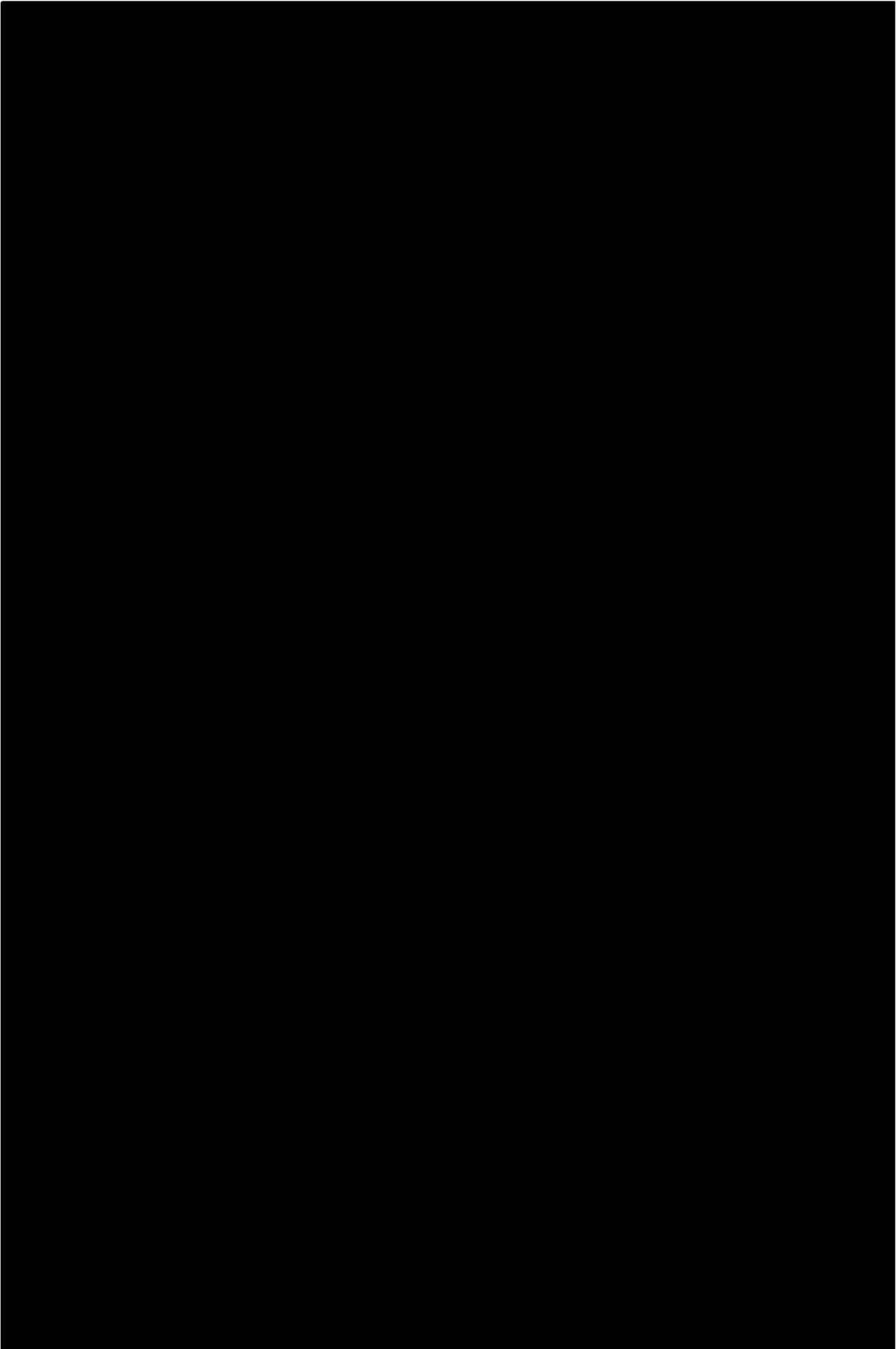
** A Type – Illinois Tollway has complete maintenance responsibility.

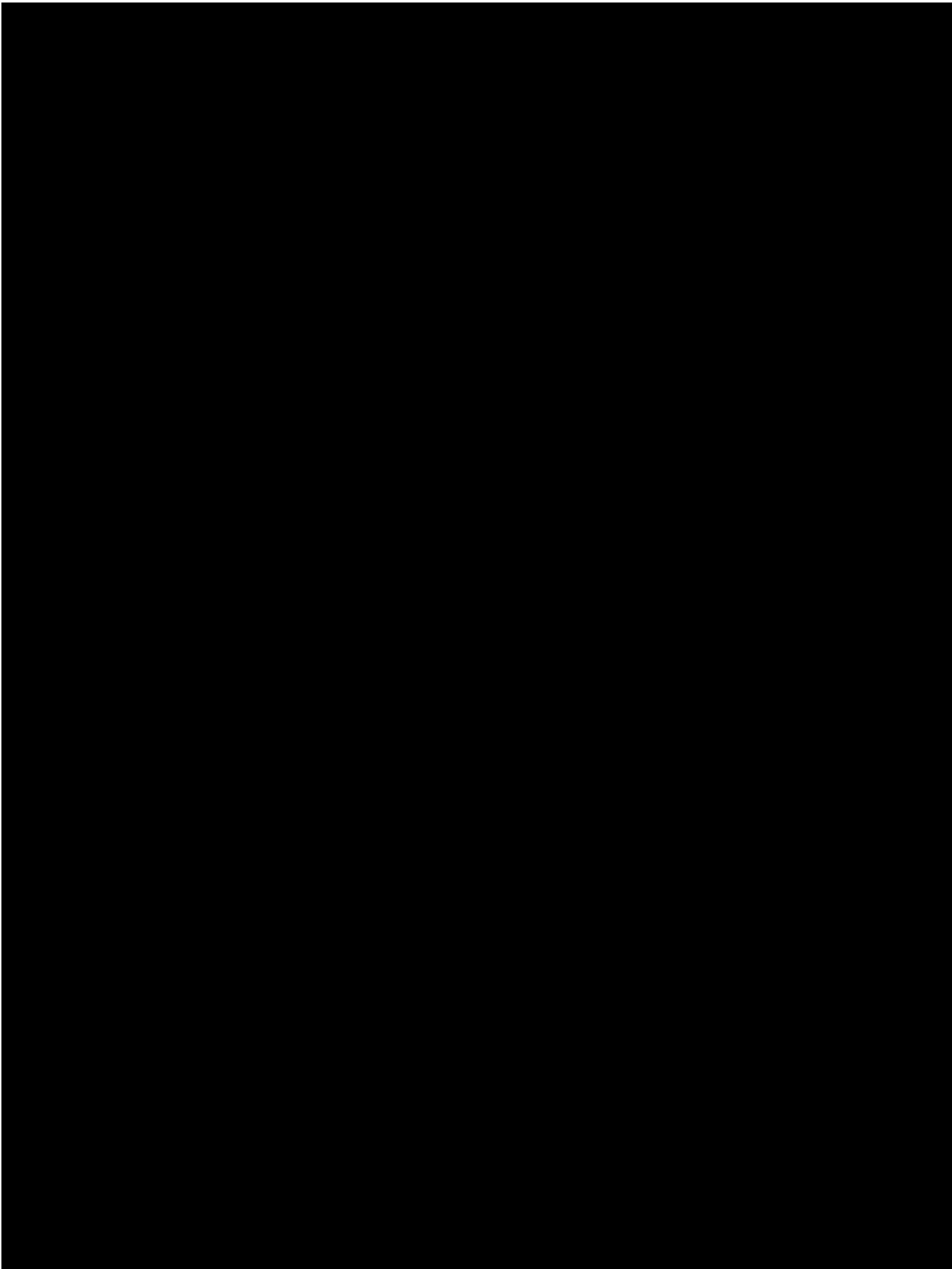
** B Type – Illinois Tollway has partial maintenance responsibility.

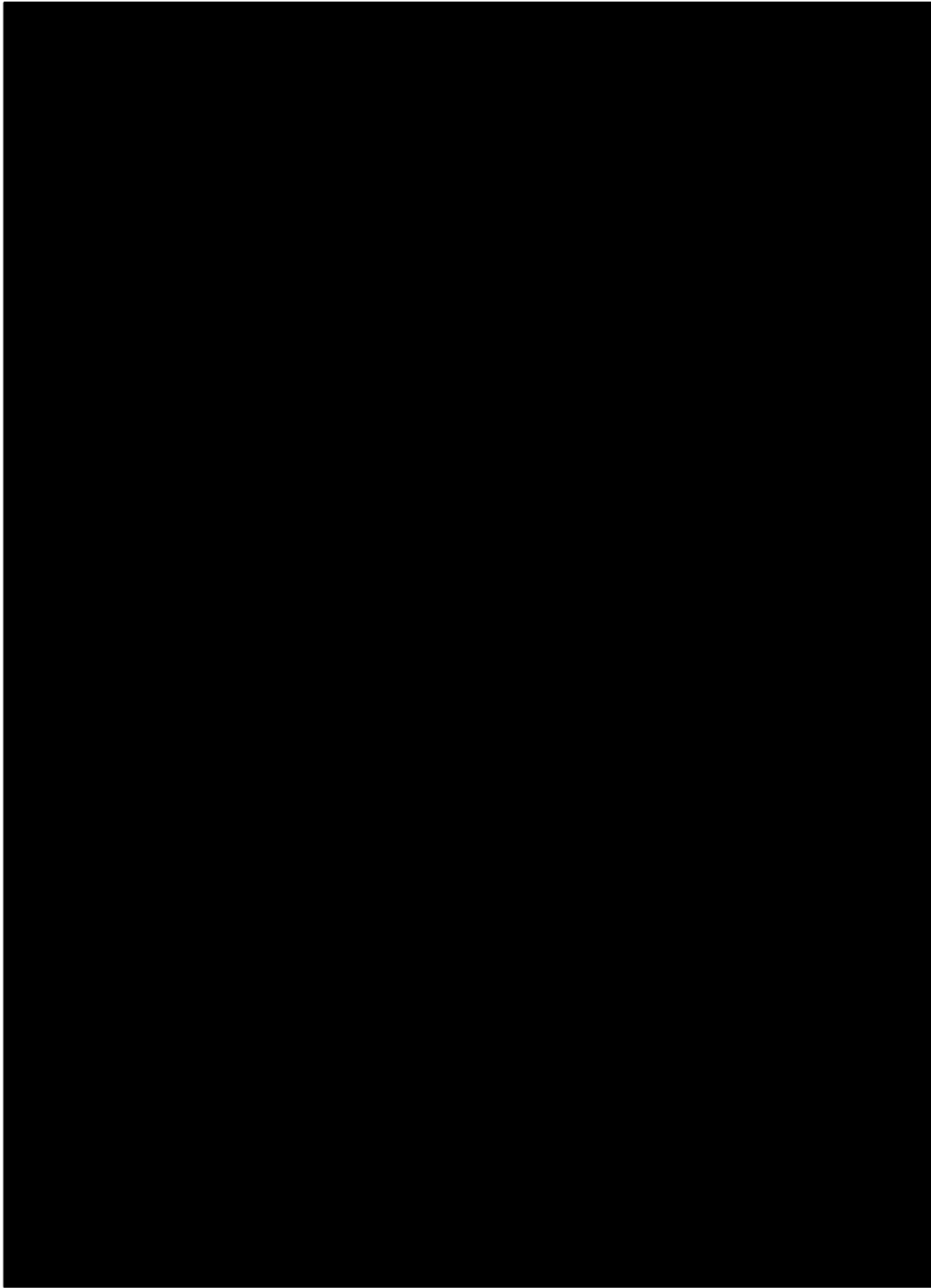
** C Type – Illinois Tollway has complete or partial maintenance responsibility.

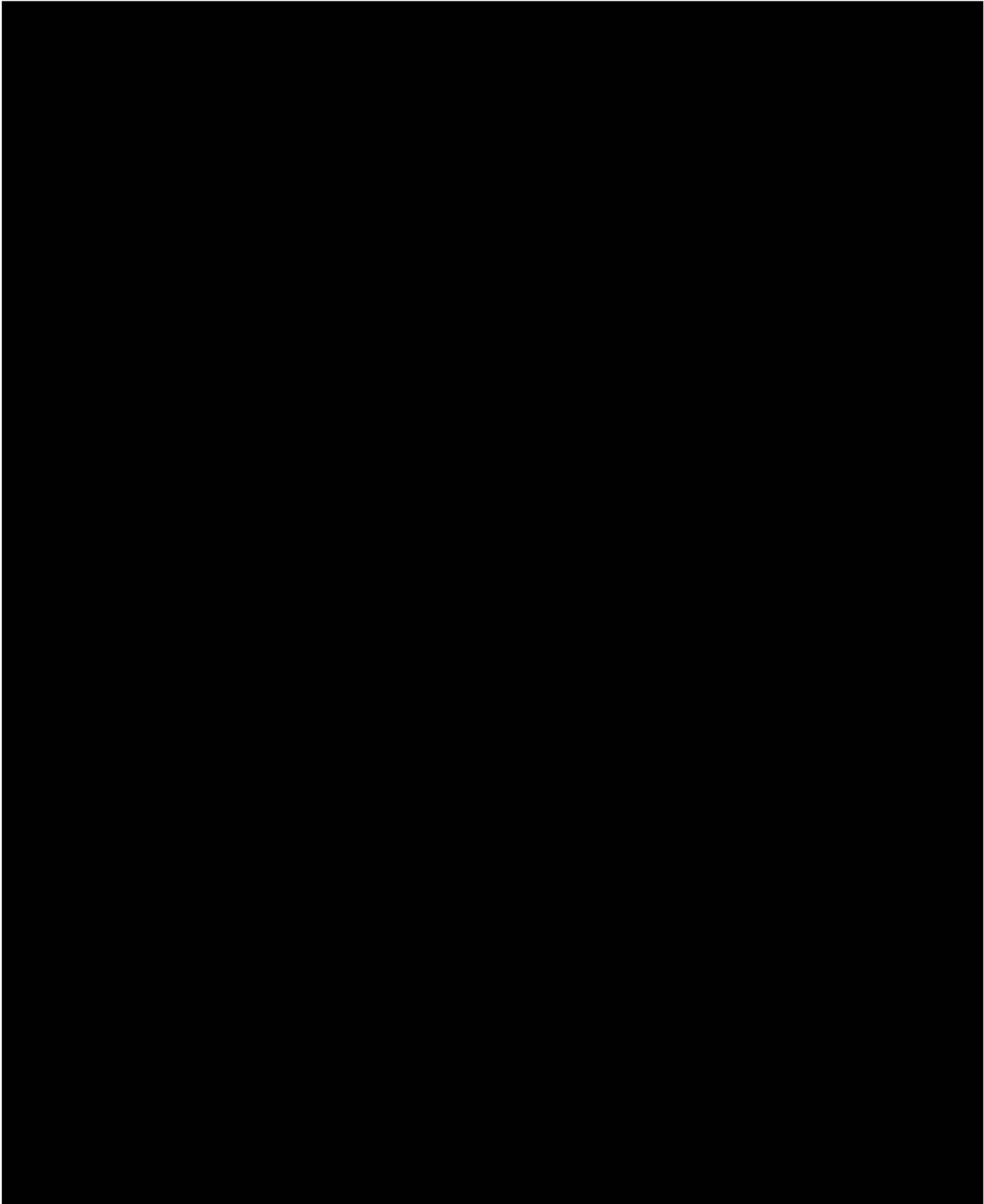
¹ Bridge type and span arrangements subject to confirmation by the DSE through Type, Size and Location studies.

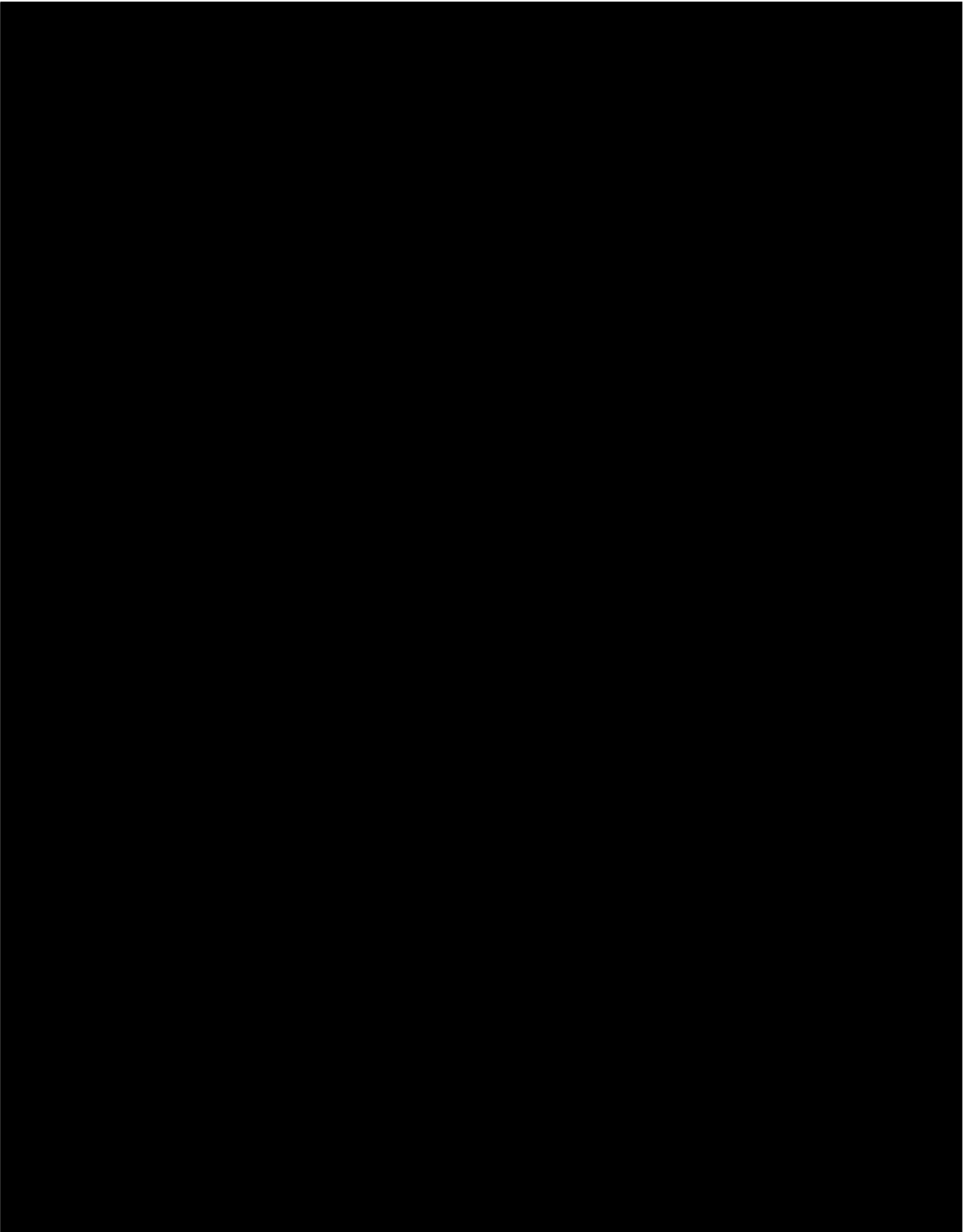
**TABLE B:
TRI-STATE TOLLWAY (I-294) PERMITTING AND
AGREEMENTS RESPONSIBILITY MATRIX**

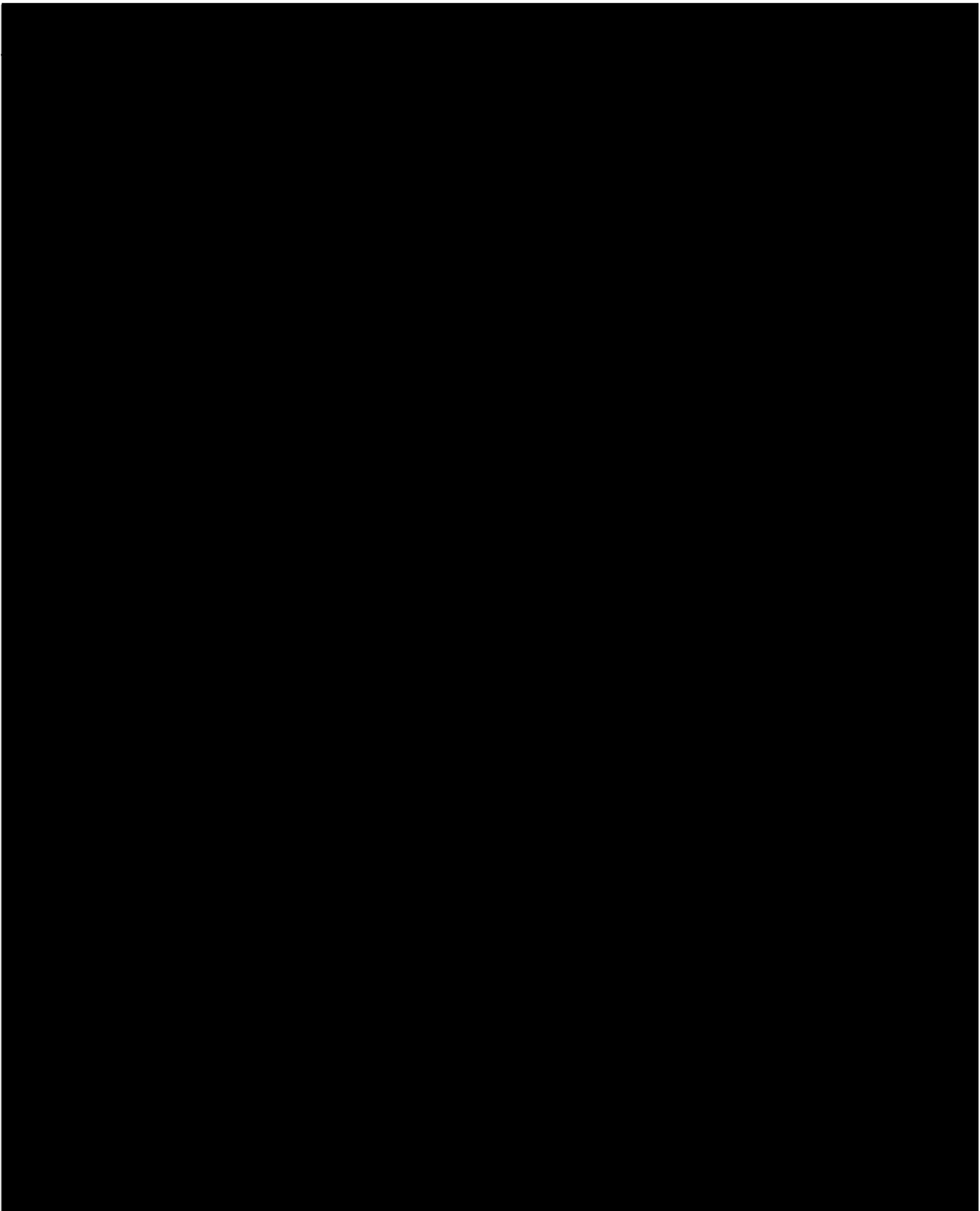












I-294 (Central Tri-State Tollway), O'Hare Oasis (MP 37.8) to Balmoral Avenue (MP40.0)
 PSB 17-3, Item 8
 Phase II Engineering - Roadway Reconstruction & Bridge Rehabilitation
 Workhour Estimate

October 5, 2017

	TASK NO./DESCRIPTION	HOURS	
		Team	
		Sub-Total	Task Total
1	II. ITEMS OF WORK TO BE INCLUDED IN CONTRACT I-17-4303		
2	A. CONCEPT DESIGN VERIFICATION / REVIEW		968
3	1. Project Scope	160	
4	2. Project Budget		
5	a. Validate Concept Cost Estimate	80	
6	b. Provide updated (30%) level cost estimate	120	
7	3. Project Schedule	80	
8	4. Project Concept		
9	Geometrics	24	
10	ROW requirements	12	
11	Materials	8	
12	MOT	80	
13	Drainage	40	
14	Landscaping/Erosion Control	8	
15	ITS	8	
16	Signing (Existing sign survey & Photo log)	52	
17	Earthwork	24	
18	# of Construction contracts	16	
19	Cost benefit analysis	8	
20	Alternatives analysis	40	
21	5. Design Criteria	20	
22	6. Design deviations prepared to date	8	
23	7. Corridor roadway lighting design concept	20	
24	8. Evaluation of Roadside obstacles	28	
25	9. Utility coordination/Utility studies to date	20	
26	10. Environmental documents		
27	ESA investigations	12	
28	Recommendations by others	8	
29	Prepare Phase II ESA Update	20	
30	11. Coordination with IDOT, FAA, utility companies, local agencies performed to date	40	
31	12. Survey	32	
32			
33	B. CONCEPT SUBMITTAL REQUIREMENTS		1,200
34	1. Confirm and concur or provide recommendations for proceeding during preliminary and final design		
35	Scope of Work	40	
36	Construction Contract Schedules	20	
37	Right of Way requirements	20	
38	Construction Contract Packaging	16	
39	Phase 1 Environmental Commitments	16	
40	2.	24	
41	Operating Budget Impact Analysis (impacts to Illinois Tollway Maintenance, Illinois Tollway Traffic operations, and Illinois Tollway Business Systems)		
42	3. Identification of signing requirements and		
43			
44			

I-294 (Central Tri-State Tollway), O'Hare Oasis (MP 37.8) to Balmoral Avenue (MP40.0)
 PSB 17-3, Item 8
 Phase II Engineering - Roadway Reconstruction & Bridge Rehabilitation
 Workhour Estimate

October 5, 2017

TASK NO./DESCRIPTION	HOURS		
	Team		
	Sub-Total	Task Total	
45 coordination of needs with Illinois Tollway sign shop through DCM	20		
46 4. Concept Design Review Technical Memorandum	120		
47 5. Visual pavement condition survey of existing roadways			
48 (3 staff @ 4hrs/day for 2 days)	24		
49 6. Review and validate MOT AES Plan			
50 (2 contracts @ 80 hrs./contract)	160		
51 7. Update and submit ROW and Utility requirements for each contract	60		
52 Identify ROW parcels to be acquired that affect utility relocations and			
53 establish priorities for acquisition			
54 8. Construction contract packaging schematic	24		
55 Concept level design schedule	24		
56 Concept level construction schedule	24		
57 9. Signing strip maps- per contract			
58 (4 sheets @ 12 hrs./sheet)	48		
59 10. Review drainage concepts and confirm nature of improvements, intent of			
60 proposed design and verify compliance with established design criteria	48		
61 11. Context Sensitive Solutions and Aesthetics recommendations	16		
62 12. Prepare exhibits and renderings to assist with public outreach	48		
63 (3 exhibits @ 16 hrs. each)			
64			
65 DSE shall perform the following during this Phase			
66 1. Coordination of any additional ROW requirements through DCM	24		
67 2. Coordinate installation of the FOC duct package system with Tollway's Fiber	16		
68 Optic Management Vendor			
69 3. Identify additional required design deviations and process Request for	80		
70 Design Deviation to Criteria			
71 (Assume 2 additional design deviations at 40hrs/deviation)			
72 4. Review utility coordination performed to date			
73 Verify potential conflicts			
74 Complete Notification of Interference forms			
75 (20 NOIs @ 2hrs/NOI)	40		
76 5. Assist DCM securing agreements/permits			
77 (See manhours in section II.B.2.o.)			
78 6. Incorporate site specific design services provided by others			
79 Oasis	16		
80 ITS	16		
81 Plaza	16		
82 7. Identify			
83 Right of Way requirements	20		
84 Permitting requirements			
85 (See manhours in section II.B.2.C.2.o.)			
86 Potential utility conflicts	20		
87 Agreements (Railroad, intergovernmental, and utility)			
88 (See manhours in section II.B.2.C.2.o.)			
89 8. Bridge Type Studies, Retaining Wall Type Studies			

I-294 (Central Tri-State Tollway), O'Hare Oasis (MP 37.8) to Balmoral Avenue (MP40.0)
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TASK NO./DESCRIPTION	HOURS		
	Team		
	Sub-Total	Task Total	
90 (See manhours in Section II.D.2.)			
91 Retaining Wall Type Studies			
92 (See manhours in Section II.D.3)			
93 Type, Size and Location Drawings - bridges, retaining walls and culverts)			
94 (See manhours in Section II.D.4.)			
95 Updated proposed profile	40		
96 (anticipate minor adjustments)			
97 9. Structural Geotechnical Reports			
98 (See manhours in section II.H.3. for manhours)			
99 10. Concept Plan Legacy Comment Review	80		
100 11. Review roadway lighting concept design by I-17-4308 DSE			
101 (See manhours in section II.A.5.)			
102 12. Prepare strp map with areas of concern based on Evaluation of Roadside	80		
103 obstacles and meet with Tollway and DCM to confirm expected level of			
104 analysis to be performed as part of Barrier Warrant Analysis			
105			
106 C. PRELIMINARY AND FINAL DESIGN ENGINEERING		30,552	
107 1. ROADWAY REQUIREMENTS			
108 a. Develop exhibits, ROW analysis, etc.	120		
109 b. Perform supplemental SUE services and identify Utility Impacts on			
110 construction, ROW, costs, and project schedule			
111 SUE Level B & C	80		
112 SUE Level A (assume 3 locations)	90		
113 c. Identify and establish priority of ROW parcel acquisition needed for utility	80		
114 relocation and advance work needs within the project limits			
115 d. Supplemental survey	80		
116 e. Develop MOT and construction staging for each alternative and	80		
117 corresponding progress schedules			
117 2. DESIGN AND PLAN PREPERATION - DETAILED REQUIREMENTS			
118 a. Design services for preparing contract plans, special provisions and			
119 estimates (Based on 2 contracts)			
120 Base Sheet Set-up & 3-D incorporation (2 Contracts)	160		
121 Title Sheet			
122 (2 sheets/contract x 2 volumes/contract @ 4 hrs./sht)	16		
123 Index of Sheets (Drawings & Standards)			
124 (1 sheets/contract x 2 volumes/contract @ 8 hrs./sht)	32		
125 General Notes			
126 (4 sheets @ 8hrs./sht)	32		
127 Construction Schedule			
128 (1 sheet/contract @ 40 hrs./sht)	80		
129 Utility Matrix			
130 (1 Sheet/contract @ 12 hrs./sht)	24		
131 Summary of Quantities			
132 (8 sheets/contract @ 8 hrs./sht)	128		
133 Schedule of Quantities			

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TASK NO./DESCRIPTION	HOURS		
	Team		
	Sub-Total	Task Total	
134 (6 sheets/contract @ 16 hrs./sht)	192		
135 Earthwork Summary			
136 (3 sheets/contract @ 20 hrs./sht)	120		
137 Alignment, Ties & Benchmarks - Mainline			
138 (3 sheets/contract @ 8hrs/sht)	48		
139 Alignment, Ties & Benchmarks - Local Roads			
140 (2 sheets @ 8hrs/sht x 1 local roads)	16		
141 Typical Sections (Existing)			
142 (5 Sections @ 8hrs/section x 2 Contracts)	80		
143 Typical Sections (Proposed)			
144 (10 Sections @ 12hrs/section x 2 Contracts)	240		
145 Super elevation details (Mainline)			
146 (4 sht @ 24hrs/sht x 2 contracts)	192		
147 Dowel Bar Layout			
148 (2 sheets/contract @ 20 hrs/sht)	80		
149 HMA Mixtures Selection chart			
150 (1 Table x 24 hrs x 2 contracts)	48		
151			
152 Maintenance of Traffic Plans			
153 MOT General Notes & Sequence of Construction			
154 (2 sheets/contract @ 36 hrs./sht)	144		
155 MOT Typical Sections			
156 (4 sections / stage x 8 stages x 4 hrs/sect x 2 contracts)	256		
157 MOT Pre-Stage			
158 (10 Sheets @ 20 hrs./sheet)	200		
159 MOT - Stage 1 Plans (Mainline)			
160 (10 Sheets/contract @ 20 hrs./sheet)	400		
161 MOT - Stage 1A/1B Plans (Ramps)			
162 (3 Sheets/contract @ 12 hrs./sheet)	72		
163 MOT - Stage 2 Plans (Mainline)			
164 (10 Sheets/contract @ 20 hrs./sheet)	400		
165 MOT - Winter Stage Plans (Mainline)			
166 (10 Sheets/contract @ 8 hrs./sht)	160		
167 MOT - Stage 3 Plans (Mainline)			
168 (10 Sheets/contract @ 20 hrs./sheet)	400		
169 MOT - Stage 4 Plans (Mainline)			
170 (10 Sheets/contract @ 20 hrs./sheet)	400		
171 MOT - Stage 5 Plans (Mainline)			
172 (10 Sheets/contract @ 20 hrs./sheet)	400		
173 MOT - Stage 5A/5B Plans (Ramps)			
174 (3 Sheets/contract @ 12 hrs./sht)	72		
175 MOT - Irving Park Road			
176 (2 Sheets/contract @ 20 hrs./sht)	40		
177 MOT - Details			
178 (3 Sheets/contract @ 20 hrs./sht)	120		

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TASK NO./DESCRIPTION	HOURS		
	Team		
	Sub-Total	Task Total	
179			
180	Roadway Plans		
181	Existing Roadway Plans (Removals)		
182	(10 sheets/contract @ 12hrs/sht)	240	
183	Existing Roadway Removal Details - Overhead OTR		
184	(0 sheets/contract @ 20hrs/sht)		
185	Roadway Plans (Proposed)		
186	(10 sheets/contract @ 24 hrs./sht)	480	
187	Roadway Plans (Profile - Mainline)		
188	(10 sheets/contract @ 4 hrs./sht)	80	
189	Roadway Plans (Profile - Ramps)		
190	(3 sheets @ 4 hrs./sht)	12	
191	Roadway Jointing Plans (Profile - Ramps)		
192	(5 sheets/contract @ 20 hrs./sht)	200	
193	Roadway - Table of Sublots		
194	(1 sheet/contract @ 20 hrs./sht)	40	
195	Roadway Details		
196	(3 sheets/contract @ 24 hrs./sht)	144	
197	Roadway Details - Gore		
198	(4 Sheets/contract @ 12 hrs/sht)	96	
199	Roadway - local road plan & profile (Irving Park Rd)		
200	(1 Sheets @ 32 hrs./sht)	32	
201			
202	Pavement Marking Plans		
203	Pavement Marking - Proposed plan		
204	(10 Sheets/contract @ 12 hrs./sht)	240	
205	Pavement Marking - schedule		
206	(1 Sheet/contract @ 24 hrs./sht)	48	
207			
208	Signing Plans		
209	Signing - Proposed Plan		
210	(10 Sheets/contract @ 12 hrs./sht)	240	
211	Signing - Schedule		
212	(2 Sheets/contract @ 16 hrs./sht)	64	
213	Signing - Panel Details		
214	(32 details @ 4 hrs/detail)	128	
215	Signing - Elevations/Layout (15 structures / 32 signs)		
216	(15 structures x 8 hrs/sht)	120	
217	Signing - Overhead sign structure - Special Sign Foundations		
218	(8 Sheets @ 8 hrs./sht)	64	
219			
220	Utility Plans		
221	(10 sheets/contract @ 12 hrs./sht)	240	
222			
223	Micro Station 3-D Modeling	344	

I-294 (Central Tri-State Tollway), O'Hare Oasis (MP 37.8) to Balmoral Avenue (MP40.0)
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TASK NO./DESCRIPTION	HOURS		
	Team		
	Sub-Total	Task Total	
224			
225	Drainage Plans		
226	Drainage Schedules		
227	(3 Sheets/contract @ 36 hrs./sht)	216	
228	Drainage Removal Plan		
229	(10 Sheets/contract @ 12 hrs./sht)	240	
230	Drainage Proposed Plan		
231	(10 Sheets/contract @ 32 hrs./sht)	640	
232	Drainage Profile		
233	(10 Sheets/contract @ 24 hrs./sht)	480	
234	MOT Drainage Plan		
235	(10 Sheets/contract @ 24 hrs./sht)	480	
236	Pipe Underdrain plans		
237	(10 Sheets/contract @ 8 hrs./sht)	160	
238	Detention Ponds Design/Grading Plans		
239	(2 Sheets @ 60 hrs./sht)	120	
240	Drainage Details		
241	(5 Sheets/contract @ 16 hrs./sht)	160	
242			
243	Erosion & Sediment Control Plans and Details		
244	General Notes & Schedules		
245	(1 sheet/contract @ 8 hrs./sht)	16	
246	Erosion Control Overview Plan		
247	(2 sheets/contract @ 6 hrs./sht)	24	
248	BMP Design		
249	(2 sheets @ 24hrs/sheet)	48	
250	Plan Sheets		
251	Advance Stage 1 (4 Sheets @ 16 hrs./sht)	64	
252	Winter Shutdown(10 Sheets @ 10 hrs./sht)	100	
253	Remaining MOT(10 Sheets/Contract @ 16 hrs./sht)	320	
254	Detail Sheets		
255	(3 sheets @ 12 hrs./sht)	36	
256			
257	Landscaping Plans		
258	Landscaping/Fencing Plans - Notes and Schedules		
259	(1 sheet/contract @ 16 hrs./sht)	32	
260	Landscaping/Fencing Plans - Removal Plans		
261	(10 sheets/contract @ 4 hrs./sht)	80	
262	Landscaping/Fencing Plans - Proposed		
263	(10 sheets/contract @ 16 hrs./sht)	320	
264	Landscaping/Fencing Plans - Details		
265	(3 sheets/contract @ 12 hrs./sht)	72	
266			
267	Tollway Lighting Plans & Details		
268	Index, Legend, General Notes and Standards		

I-294 (Central Tri-State Tollway), O'Hare Oasis (MP 37.8) to Balmoral Avenue (MP40.0)
 PSB 17-3, Item 8
 Phase II Engineering - Roadway Reconstruction & Bridge Rehabilitation
 Workhour Estimate

October 5, 2017

TASK NO./DESCRIPTION	HOURS		
	Team		
	Sub-Total	Task Total	
269 (1 sheet/contract @ 14 Hrs)	28		
270 Existing Lighting Removal Plan			
271 (10 sheets/contract @ 8 hrs/sheet)	160		
272 Temporary Lighting Plans			
273 (10 sheets/contract @ 16 hrs/sheet)	320		
274 Proposed Lighting Plan			
275 (10 sheets/contract @ 16 hrs/sheet)	320		
276 Single Line Diagrams			
277 (2 sheets/contract @ 24 hrs/sht)	96		
278 Temporary Lighting Details			
279 (2 sheets/contract @ 16 hrs/sht)	64		
280 Conduit Transition Details			
281 (2 sheets/contract @ 16 hrs/sht)	64		
282 Miscellaneous project Specific details			
283 (2 sheets/contract @ 16 hrs/sht)	64		
284			
285 IDOT Lighting Plans			
286 Index, Legend, General Notes and Standards			
287 (1 Sheet/contract @ 14 Hrs./sht)	28		
288 Underpass Removal Plans			
289 (2 sheets/contract @ 8 hrs/sht)	32		
290 Underpass Temporary Lighting Plans			
291 (2 sheets/contract @ 16 hrs/sht)	64		
292 Underpass Proposed Lighting Plan			
293 (2 sheets/contract @ 16 hrs/sht)	64		
294 Underpass lighting - details			
295 (2 sheets/contract @ 16 hrs/sht)	64		
296			
297			
298 ITS Plans & Details			
299 Index, Legend, general notes and standards			
300 (1 Sheet/contract @ 24 hrs./sht)	14		
301 Existing ITS Removal plans			
302 (10 sheets/contract @ 12 hrs/sheet)	120		
303 Temporary ITS Plans			
304 (10 sheets/contract @ 24 hrs/sheet)	144		
305 Proposed ITS Plans			
306 (10 sheets/contract @ 24 hrs/sheet)	144		
307 Conduit transition details at all bridges			
308 (3 details/contract @ 8 hrs/detail)	15		
309 Miscellaneous Project Specific details			
310 (3 Sheets/contract @ 24hrs/sht)	43		
311 Plaza 33 ORT Electrical Work			
312 (4 Sheets @ 30hrs/sht)	60		
313 IPDC electrical work			

I-294 (Central Tri-State Tollway), O'Hare Oasis (MP 37.8) to Balmoral Avenue (MP40.0)
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TASK NO./DESCRIPTION	HOURS		
	Team		
	Sub-Total	Task Total	
314 (4 Sheets/contract @ 24 hrs./sht)	192		
315			
316 Roadway Cross Sections			
317 (235 x- sections / contract @ 2hrs/x-cross section)	940		
318 Ramp Cross Sections			
319 (25 x-sections @ 4hrs/x-section)	100		
320			
321 Earthwork Quantities per Stage			
322 Mainline & Ramps			
323 (4 Stages @ 80 Hrs./stage)	320		
324			
325 Utility Sections			
326 (20 x- s @ 4 hrs. each)	80		
327 Cross Culvert Sections			
328 (4 x-s @ 16 hrs. each)	64		
329			
330			
331 Structure Plans			
332			
333 Bridges			
334 Bridge 393/394: Irving Park Road	2076		
335 Bridge 394A: Irving Park Rd. Ramp A	558		
336 Bridges 389/390: Lawrence Avenue	1208		
337 Bridges 391/392: Soo Line Railroad	1340		
338 Bridge 363: Balmoral Ave	414		
339 Culverts			
340 Culvert 393C: Crystal Creek	332		
341 Culvert 394C: Sister Stream	612		
342			
343 Retaining Walls			
344 TS37.50R, NB			
345 TS38.15R, NB	252		
346 TS38.30R, NB(R)	498		
347 TS38.70R, NB	458		
348 TS38.00R, SB(R)	754		
349 TR37.70R, SB			
350 TS38.35R,S	588		
351			
352 Noise Abatement Walls			
353 TS37.95N,NB(R)	154		
354 TS38.30N,NB(R)	292		
355 TS38.60N,NB	322		
356			
357 Existing Retaining Wall Repair Plans			
358 Northbound (8 Wall locations) + Southbound (4 Locations)			

I-294 (Central Tri-State Tollway), O'Hare Oasis (MP 37.8) to Balmoral Avenue (MP40.0)
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TASK NO./DESCRIPTION	HOURS		
	Team		
	Sub-Total	Task Total	
359			
360	Existing Noise Abatement Wall Repair Plans		
361	Northbound (6 Wall Locations)		
362			
363	IPDC Foundations		
364	(2 Locations x 2 shts/loc x 20 Mhr/sht)	80	
365			
366	ITS Gantry Foundations		
367	(4 locations x 2 shts/location x 16 hrs/sht)	80	
368			
369			
370	Underground concrete storm detention chamber	428	
371			
372	Overhead structure - Plaza ORT		
373	(6 sheets @ 24hrs/sheet)	144	
374			
375	Special Provisions		
376	(2 Contracts @ 160 hrs. each)	320	
377	Advertisement Page and Authorization to Advertise		
378	(2 Contracts @ 12 hrs. each)	24	
379	P-Pages		
380	(2 Contracts @ 50 hrs. each)	100	
381	C-1 Pages Quantity Calculation sheets @ 480 hrs/contract	960	
382	Probable Construction Cost Estimates		
383	2 Contracts @ 3 Submittals @ 24 hrs. each	144	
384			
385	b. Bridge Type studies - new bridges		
386	(See section II.C.3.D. for manhours)		
387			
388	c. Type, size and location drawings		
389	(See section II.C.3.D. for manhours)		
390			
391	d. Wall studies		
392	(See section II.C.3.D. for manhours)		
393			
394	e. Design services for noise walls	240	
395			
396	f. Perform analyses for new drainage structure installation and modification of existing drainage system (includes Storm water detention analyses, Comp storage analysis and Hydraulic studies)	240	
397			
398			
399	g. Design of sediment and erosion control		
400	(See section II. B. 2.a. for manhours)		
401			
402	h. Design of landscape and soil erosion/sedimentation control measures		

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TASK NO./DESCRIPTION	HOURS		
	Team		
	Sub-Total	Task Total	
403 (See section II. C.2. for manhours)			
404			
405 i. Design services or preparing contract plans and special provisions for			
406 installation of pavement markings, delineators, and signage			
407 (See section II. C.2 for manhours)			
408			
409 j. Barrier Warrant Analysis			
410 (2.2 miles x 2 directions @ 200 hrs./ mile)	880		
411			
412 k. ITS/Fiber/AET Design			
413 (See section II. C.2. for manhours)			
414			
415 l. Design of Roadway and underpass lighting			
416 Plans (See section II. C.2. for manhours)			
417 Coordination with DCM and DSE for corridor lighting concept	24		
418 Special Provisions (See section II.C.2. for manhours)			
419			
420 m. Design of overhead, and cantilever sign structures			
421 (4 span and 2 cantilever sign structures @ 32hr/sign structure)	192		
422 (Plaza - overhead structure - ORT)	0		
423			
424 n. MOT Plans (See section II.B. 2.a. for manhours)			
425			
426 o. Utility Coordination for protection and relocation of utilities	320		
427			
428			
429 p. Permits (provide assistance to and backup materials for preparation of all			
430 required permits by the DCM			
431 Section 404 USACE.IDNR Joint Permit Wetlands & WOUS (Assist DCM)	40		
432 Section 401 IEPA Permits	40		
433 Soil Water Conservation Districts	24		
434 Floodway Construction Permits	120		
435 FAA 7460	160		
436 Coordination Storm water Permit form MWRD-GC	40		
437 MWRD-GC Permit(s) for Sanitary Sewer Impacts	40		
438 Storm water Permit form Chicago Dept. of Aviation			
439 Stormwater coordination from Village of Schiller Park	40		
440 Stormwater coordination from Village of Rosemont	40		
441 Renew Master Plan EcoCat Evaluation with IDNR (Assist DCM)	4		
442 IDNR Concurrence (Interagency Wetland Policy Act)	24		
443 CN, Metra Construction & Right of of Entry Permits @ I-294 Bridge over CN	80		
444 Storm water Pollution Prevention Plan (SWPP)	24		
445 Section 402/NPDES Storm water Permit from IEPA	40		
446 Submit Notice of Intent (NOI) to IEPA	8		
447 Highway Permits from IDOT Bureau of Traffic @II 19	80		

I-294 (Central Tri-State Tollway), O'Hare Oasis (MP 37.8) to Balmoral Avenue (MP40.0)
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TASK NO./DESCRIPTION	HOURS	
	Team	
	Sub-Total	Task Total
448 SHPO (Historic/Archaeological/Cultural Resources) Assist DCM	4	
449 USFWS (Endangered Species Act) Assist DCM	4	
450		
451 q. Perform Geotechnical studies (See section II.H.)		
452		
453 r. Prepare all required permits (See section II.B. 2.D. for manhours)		
454		
455 s. Perform INVEST planning and design evaluations	80	
456		
457 t. Perform Environmental Studies		
458 Review Phase 1 Environmental Site Assessments		
459 Prepare Phase II Environmental Site Assessments (including borings		
460 and analysis) - See section A.11. for manhours		
461		
462 u. Coordination with Tollway and DCM regarding Environmental issues		
463 Coordination		
464 Tree classification survey	160	
465 Permits (See section 2.o. for manhours)		
466		
467 v. Plans and specs for proposed underground concrete water detention		
468 chambers		
469 Culvert 394C: Sister Stream: One Maniline Structure		
470 Bridges 393/394: Irving Park Rd: Two mainline structures		
471 Bridge 394A: Irving Park Road Ramp A: One Ramp Structure		
472 Culvert 393C: Crystal Creek One Maniline Structure		
473 Bridges 389/390: Lawrence Avenus: Two mainline structures		
474 Bridges 391/392: Soo Line Railroad: Two mainline structures		
475 Bridge 363: Balmoral Ave: One crossroad structure		
476 (See section II.B.2.a for manhours)		
477		
478 w. Plans and exhibits of super elevated roadway and super elevation transitions		
479 (See section II.B.2.a for manhours)		
480		
481 x. Value Management Study	280	
482		
483 y. Review contract I-17-4302 for design compatability	80	
484		
485 3. FINAL DESIGN SERVICES AND SUBMITTALS REQUIRED		700
486 Preparation of preliminary, pre-final and final contract documents		
487 Plans		
488 (2 contracts x 4 submittals @ 10hrs/submittal)	80	
489 Special Provisions		
490 (2 contracts x 4 submittals @ 4hrs/submittal)	32	
491 Design Calculations	32	
492 Quantity Calculations	60	

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TASK NO./DESCRIPTION	HOURS		
	Team		
	Sub-Total	Task Total	
493 Construction schedule			
494 (See section IV.A.5. for manhours)			
495 1. Hardcopy of final documents			
496 (See direct costs)			
497 Electronic format of final documents	32		
498 2. Coordination of final documents with DCM and other DSEs			
499 (6 meetings with 2 staff at 4hr/meeting)	48		
500 3.			
501 Coordination of design with DCM and Illinois Tollway User Departments			
502 (Toll Services, Traffic Operations, Maintenance and Business Systems)			
503 (3 meetings with 2 staff at 4hrs/meeting)	24		
504 4. Maintenance of traffic and construction staging			
505 (See section II.B.2.a for manhours)			
506 5. Construction Cost Estimates			
507 (See section II.B.2.a for manhours)			
508 6. Plats of acquisitions			
509 7. Coordination with Tollway & DCM on sending letters to municipal, township,			
510 county, and railroad officials with jurisdictional boundaries adjacent to study			
511 area			
512 (approximately 10 letters @ 4hrs/letter)	40		
513 8. Coordinate with Illinois Tollway PM, DCM and Illinois Tollway Planning			
514 Division on meeting with individual property owners, neighborhood groups,			
515 and local officials			
516 (assume 5 meetings with 2 people for 4 hours)	40		
517 9. Submit DSE Quality Management Plan			
518 10. Submit contract documents /Contract support			
519 Pre-Construction Meetings			
520 2 Meetings with 2 Staff @ 3 hrs. each	12		
521 Respond to Bidder Inquiries/Issue Clarifications			
522 2 Contracts @ 20 hrs. each	40		
523 Prepare Addendums			
524 2 Contracts @ 80 hrs. each	160		
525 Review and analyze bids to recommend award			
526 2 Contracts @ 20 hrs. each	40		
527 Post Bid Drawing Issuance			
528 2 Contracts @ 10 hrs. each	20		
529 11. Provide required information to support Tollway coordination with Tri-State	40		
530 Tollway (I-294) Local Advisory Committee			
531			
532 D. STRUCTURAL CONSTRUCTION		1,824	
533 1. Structure Inspections			
534 (Includes Prep, Coord., Mobilization & Documentation)			
535 Bridge 393/394: Irving Park Road	40		
536 Bridge 394A: Irving Park Rd. Ramp A	12		
537 Bridges 389/390: Lawrence Avenue	40		

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	TASK NO./DESCRIPTION	HOURS	
		Team	
		Sub-Total	Task Total
538	Bridges 391/392: Soo Line Railroad	40	
539	Bridge 363: Balmoral Ave	12	
540	Culvert 394C: Sister Stream	10	
541	Culvert 393C: Crystal Creek	10	
542			
543			
544			
545	2. Bridge Type Studies - New bridges		
546	Culvert 394C: Sister Stream	80	
547			
548	3. Wall type studies - new retaining walls (5 locations)	200	
549			
550	4. Prepare Type, Size and Location plans for proposed bridges		
551	Bridges (BN 393, 393C & 394C)	440	
552	Retaining walls (5 Locations)	840	
553	Underground storage chamber	100	
554			
555	5. Prepare contract plans and specifications for proposed bridges)		
556	(See manhours in section II.B.2.a. for manhours)		
557			
558	6. Prepare plans, specifications and estimates for IPDC foundations, ITS		
559	Gantry and DMS foundations		
560	(See section II.B.2.a. for manhours)		
561			
562	E. DRAINAGE		
563	1. Existing drainage facilities (review televising of sewers)		1,090
564	Review as builts	40	
565	additional drainage survey	120	
566	inspect existing storm drainage pipes (manhours for televising included in	80	
567	direct costs, manhours for reviewing data included here).		
568	2. Drainage Calculations (Inlet Spacing, Storm Sewer design and Ditch	850	
569	design))		
570	3. Analysis of Alternatives		
571	4. Evaluation of Proposed ROW and easement requirements		
572			
573	F. ENVIRONMENTAL STUDIES AND REPORTS		240
574	1. Determine and evaluate potential environmental impacts		
575	(Included in manhourd for Section II.B.2.O.)		
576	2. Part II Environmental Studies Inventory Sheet (ESIS) and Environmental		
577	Site Assessments (ESAs)		
578	(Included in manhourd for Section II.B.2.O.)		
579	3. Evaluate and Develop sediment and erosion control plans/measures (if		
	applicable)		
580	(See man-hours in section 2.a.)		
581	4. Plan preparation for USACE review of resource impacts (include		

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TASK NO./DESCRIPTION	HOURS		
	Team		
	Sub-Total	Task Total	
582 appropriate details including grading plans, soil erosion and sediment control plans, BMP plans, existing and proposed drainage plans, and wetland/waters mitigation plans)			
583 (Included in manhour for Section II.B.2.O.)			
584 5. Prepare Phase II ESAs Remedial Action Plan (RAP)			
585 Prepare Remedial Action Plan (RAP)	240		
586			
587 G. MAINTENANCE OF TRAFFIC			
588 (See manhours in section II.B.2.a.)			
589			
590 H. UTILITIES		276	
591 1. Coordination with DCM	16		
592 2. Provide copy of agency utility contact log on a monthly basis	50		
593 3. Verify location of existing communication cables and utilities within the project limits	90		
594			
595 4. Utility coordination (assume 60 hrs / contract)	120		
596			
597			
598 I. GEOTECHNICAL		234	
599 1. Borings (See O'Brien Associates proposal)			
600 Boring layout plan	120		
601 Coordination with DCM/Geotech	24		
602 2. Subsurface exploration (See O'Brien Associates scope of work and cost proposal)			
603 3. Structural Geotechnical reports			
604 Review SGR (15 Reports @ 6 hrs./report)	90		
605			
606 PHASE II DESIGN SUBTOTAL		37,084	
607			
608 III. DESIGN SECTION ENGINEER'S (DSE'S) SERVICES			
609 A. FIELD SURVEY		1,872	
610 1. Review of survey provided by DCM	160		
611 Coordinate discrepancies with DCM	40		
612 Provide additional benchmarks (2 benchmarks @ 16hr/benchmark)	32		
613 2. Perform all additional survey necessary for design	960		
614 3. Verify topography in the field and conduct additional topography survey to support DSE	160		
615 CADD drafting and Digital Terrain Model	280		
616 4. Obtain survey information for determining barrier warrant analysis (including approach shoulder drainage and appurtenances)	240		
617			
618 5. Verify features in the field (includes locating existing visible utilities)			
619 6. Assist DCM in Coordination with agencies (USACE, IDNR, IEPA, Office of Water Resources, IDOT, etc.) - See Permit Hours			
620			
621 7. Assist DMC with coordination with Railroads (See Permit Hours)			
622			
623 B. PLATS AND LEGALS		1,080	

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TASK NO./DESCRIPTION	HOURS		
	Team		
	Sub-Total	Task Total	
624 1. Prepare plat and legal description document associated with each Plat of	1080		
625 Acquisition (anticipated 25 separate property acquisitions)			
626 Assist Tollway Land Acquisition unit			
627			
628 SURVEY TOTAL		2,952	
629			
630 GENERAL PROJECT ACTIVITIES			
631			
632 Review Comment Dispositions			
633 Tollway - 2 Contracts @ 3 Submittals @ 70 hrs. each		420	
634 DCM - 2 Contracts @ 3 Submittals @ 32 hrs. each		192	
635			
636 Meetings & Field Checks		1,984	
637 Project Status Book Review Meetings			
638 (36 mtgs with 2 staff @ 4 hrs.)	288		
639 Monthly DSE Coordination Meetings			
640 (24 mtgs with 3 staff @ 4 hrs.)	288		
641 Team Meetings			
642 (36 mtgs with 8 staff @ 2 hrs.)	576		
643 Tollway Coordination Meetings			
644 (12 Meetings with 3 staff @ 4hrs)	144		
645 Discipline Specific Meetings			
646 (12 mtgs. w/ 2 staff @ 3 hrs.)	72		
647 Submittal Review Meetings			
648 (4 mtgs. w/ 8 staff @ 4 hrs.)	128		
649 E-builder Project administration			
650 (36 months @ 2 hrs./month)	96		
651 Meetings with Local Agencies (no Railroad)			
652 (4 mtgs with 2 staff @ 4 hrs.)	32		
653 Meetings with Railroad			
654 (2 meetings with 3 staff @ 6hrs)	36		
655 Field Checks			
656 (6 visits with 4 staff @ 8 hrs.)	192		
657 Final Project Review Meeting			
658 (2 Mtgs w/ 3 staff @ 6 hrs.)	36		
659 Mentor Protégé Meetings			
660 (12 meetings w/ 4 staff @ 2hrs/Meeting)	96		
661			
662			
663 Quality Assurance/Quality Control		1,060	
664 Develop & Submit Draft CQP	100		
665 Revise & Resubmit Final CQP	40		
666 Quality Assurance	160		
667 Submittals (4 x 2 contracts x 20 hrs. each)			
668 Tollway Quality Audits (2 Audits)			

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TASK NO./DESCRIPTION	HOURS		
	Team		
	Sub-Total	Task Total	
669	4 Staff @ 8 hrs. each	64	
670	QA/QC Oversight of Subconsultants	120	
671	Quality Control		
672	(4 submittals x 2 contracts x 72hrs each)	576	
673			
674	General Project Activities Sub-Total	3,656	
675			
676	SUB-TOTAL	43,692	
677			
678	E. ADMINISTRATION/MANAGEMENT		2,276
679			
680	TOTAL HOURS	45,968	

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

<p>1 <u>Environmental Design International Inc</u></p> <p>Direct Labor \$ 802,242.00</p> <p>Direct Costs \$ 4,000.00</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ 806,242.00</p>	<p>7 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>2 <u>American Surveying & Engineering, P.C.</u></p> <p>Direct Labor \$ 316,638.28</p> <p>Direct Costs \$ 29,750.00</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ 346,388.28</p>	<p>8 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>3 <u>O'brien & Associates, Inc</u></p> <p>Direct Labor \$ 144,677.40</p> <p>Direct Costs \$ 296,082.00</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 440,759.40</p>	<p>9 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>4 <u>Singh & Associates, Inc</u></p> <p>Direct Labor \$ 287,147.00</p> <p>Direct Costs \$ 53,140.00</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 340,287.00</p>	<p>10 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>5 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>	<p>11 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>6 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>	<p>12 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants:	\$	<u>1,933,676.68</u>
TOTAL Additional Services DBE/MBE/WBE Subconsultants:	\$	<u>-</u>
TOTAL Allowable Fee DBE/MBE/WBE Subconsultants:	\$	<u>1,933,676.68</u>
DBE/MBE/WBE Percentage of Total Fee (includes Additional Services):		<u>28.86%</u>
DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services):		<u>28.86%</u>

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

<p>1 <u>Burns & McDonnell</u></p> <table border="0"> <tr> <td>Direct Labor</td> <td style="text-align: right;">\$ 974,394.40</td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$ 17,500.00</td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$ 991,894.40</td> </tr> </table>	Direct Labor	\$ 974,394.40	Direct Costs	\$ 17,500.00	Services by Others	_____	Additional Services **	_____	Total this Subconsultant (ULC)	\$ 991,894.40	<p>6 _____</p> <table border="0"> <tr> <td>Direct Labor</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$ -</td> </tr> </table>	Direct Labor	_____	Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
Direct Labor	\$ 974,394.40																				
Direct Costs	\$ 17,500.00																				
Services by Others	_____																				
Additional Services **	_____																				
Total this Subconsultant (ULC)	\$ 991,894.40																				
Direct Labor	_____																				
Direct Costs	\$ -																				
Services by Others	\$ -																				
Additional Services **	\$ -																				
Total this Subconsultant (ULC)	\$ -																				
<p>2 <u>Orion Engineers</u></p> <table border="0"> <tr> <td>Direct Labor</td> <td style="text-align: right;">\$ 136,731.00</td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$ 130.00</td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$ 136,861.00</td> </tr> </table>	Direct Labor	\$ 136,731.00	Direct Costs	\$ 130.00	Services by Others	_____	Additional Services **	_____	Total this Subconsultant (ULC)	\$ 136,861.00	<p>7 _____</p> <table border="0"> <tr> <td>Direct Labor</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$ -</td> </tr> </table>	Direct Labor	\$ -	Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
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Services by Others	\$ -																				
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Total this Subconsultant (ULC)	\$ -																				

** Additional services funds require prior authorization before use

TOTAL Non-DBE/MBE/WBE Subconsultants: \$ 1,128,755.40

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

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 1,128,755.40

Contract Information Sheet

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

Consultant Name: Bowman, Barrett & Associates Inc.

Contract Number: I-17-4303

Proposal Date: 10/10/2017

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-17-4303

Consultant: Bowman, Barrett & Associates Inc.

Bowman, Barrett & Associates Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
AES Verification	181	181	181											543
Phase II			448	448	448	448	448	448	448	448	448	448	450	4482
Meetings/Coordination/ Admin	76	76	76	76	76	76	76	76	76	76	76	76	76	912
TOTALS	257	257	705	524	524	524	524	524	524	524	524	524	526	5937

Contract Number: I-17-4303

Consultant: Bowman, Barrett & Associates Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Phase II	332	332	332	332	332	332	332	332	332	332	332	332	332	3984
Meetings/Coordination/ Admin	76	76	76	76	76	76	76	76	76	76	76	76	76	912
TOTALS	408	408	408	408	408	408	408	408	408	408	408	408	408	4896

Contract Number: I-17-4303

Consultant: Bowman, Barrett & Associates Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Phase II	83		83		83		83		83		83		83		83	498
Meetings/Coordination/ Admin	19		19		19		19		19		19		19		19	114
TOTALS	102		102		102		102		102		102		102		102	612

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS						
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec							
Phase II	83		83		83		83		83		83		83		83				498
Meetings/Coordination/																			
Admin	19		19		19		19		19		19		19		19				114
TOTALS	102		102		102		102		102		102		102		102				612

Contract Number: I-17-4303

Consultant: Bowman, Barrett & Associates Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2022												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Phase II	44	44	44	44	44	44	44	44	44	44	44	44	483
Meetings/Coordination/ Admin	21	20	20	20	20	20	20	20	20	30	30		241
TOTALS	65	64	64	64	64	64	64	64	64	74	73		724

Contract No.: I-17-4303 Consultant: Bowman, Barrett & Associates Inc.

Date: 10/6/2017

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 60 No. OF MONTHS
 SCHEDULED START DATE: 12/1/2017
 RAISE DATE: 1/1/2018
 PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date	Date			
12/1/2017	12/31/2017	1/1/2018	12/31/2018	1/1/2019	12/31/2019	1/1/2020	12/31/2020	1/1/2021	12/31/2021
1.0	12.0	12.0	60.0	12.0	60.0	12.0	60.0	12.0	60.0
1.67%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period	Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date	Date
1/1/2022	11/30/2022	-	-	-	-	-
11.0	60.0	60.0	60.0	60.0	60.0	60.0
18.33%						
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period	Escalation Factor Tenth Period	Escalation Factor Tenth Period

The escalation factor for this project is: 100.00%

Contract No.: I-17-4303

Consultant: Bowman, Barrett & Associates Inc.

Date: 10/6/2017

Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES

DIRECT COST OVERTIME PREMIUM

Total Estimated Work Hours: 12,986.00
 Average Hourly Rate: \$49.00
 Total Direct Labor: \$636,314.00

Total Estimated O/T Hours:
 Average Premium O/T Hourly Rate:
 Total Overtime Premium:

Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	680.00		
No	Project Manager	\$40.00	\$70.00	\$69.17	\$69.17	1,915.00		
No	Senior Engineer/Planner	\$40.00	\$70.00	\$55.75	\$55.75	2,426.00		
No	Resident Engineer	\$40.00	\$70.00	\$47.33	\$47.33	2,460.00		
No	Project Engineer/Planner	\$25.00	\$60.00	\$39.83	\$39.83	1,740.00		
No	Staff Engineer/Planner	\$20.00	\$40.00	\$30.75	\$30.75	550.00		
No	Engineer /Accountant	\$20.00	\$60.00	\$33.50	\$33.50	550.00		
No	Senior Technical Specialist	\$25.00	\$60.00	\$40.83	\$40.83	1,345.00		
No	Technical Specialist	\$15.00	\$50.00	\$38.63	\$38.63	945.00		
No	Architect	\$30.00	\$70.00					
No	Realty Specialists	\$20.00	\$70.00					
No	Intern	\$8.25	\$20.00	\$18.00	\$18.00	150.00		
No	Admin/Clerical	\$8.25	\$40.00	\$26.00	\$26.00	225.00		

Contract No.: I-17-4303

Consultant: Bowman, Barrett & Associates Inc.

Date: 10/6/2017

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	Engineer VIII	Ross Anderson	\$50 - \$70
	Engineer VIII	James Daum	
Project Manager	Engineer VII	Donato Brescia	\$40 - \$70
	Engineer VII	Daniel Filice	
	Engineer VII	Elmer G. Hessenthaler	
	Engineer VII	Joseph Hosanna	
	Engineer VII	D. David Moses	
	Engineer VII	Jason Loo	
Senior Engineer/Planner	Engineer VI	Yi-Ming Lan	\$40 - \$70
	Engineer VI	John Leary	
	Engineer VI	James Outlaw	
	Engineer VI	Russel Randich	
	Engineer VI	Robert Rose	
	Engineer VI	Richard Rudnicki	
Resident Engineer	Engineer V	Jordan Christensen	\$40 - \$70
	Engineer V	Oscar Coronado	
	Engineer V	James Kibbons	
Project Engineer/Planner	Engineer IV	Rosalva Adan	\$25 - \$60
	Engineer IV	Calvin Austiff	
	Engineer IV	Bryan Crader	
	Engineer IV	Jacob Cross	
	Engineer IV	Samaan Issa	
	Engineer IV	Octavio Lopez	
Staff Engineer/Planner	Engineer I/II	Domantas Darkus	\$20 - \$40
	Engineer I/II	Joshua Starzyk	
Engineer /Accountant	Engineer III	Emma Kay	\$20 - \$60
	Engineer III	Nicholas Palmer	
	Engineer III	Christine Rhoades	
Senior Technical Specialist	CADD Technician III	Raymond Davis	\$25 - \$60
	Arch/Eng Technician III	C. Edward Dersch	
	Arch/Eng Technician III	Laura Mueller	
	CADD Technician III	Eugenie Panganiban	

Contract No.: I-17-4303

Consultant: Bowman, Barrett & Associates Inc.

Date: 10/6/2017

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
	CADD Technician III	Marinela Reglos	
Technical Specialist	Inspector II	Thomas Barrett	\$15 - \$50
	Inspector II	Christian Heide	
	Arch/Eng Technician II	Michael Kacmarek	
	Arch/Eng Technician II	Igor Kalinin	
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern	Intern	TBD	\$8.25 - \$20
Admin/Clerical	Administrative Assistant	Margaret Mott	\$8.25 - \$40
	Administrative Assistant	Megan Schenk	

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. **VEHICLE REIMBURSEMENT - rate based on link below**
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>

- B. **ALLOWABLE DIRECT COSTS - based on link below**
http://www.illinoistollway.com/documents/10157/2389762/12_LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_10012013.PDF

- C. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

DIRECT COST CATEGORY

Railroad Flaggers

Permits

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 39,604.76

ALLOWABLE DIRECT COSTS

10.01.2013

Effective for contracts awarded on or after October 1, 2013, the following costs are allowable when requested by the Department and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Vehicle Rental	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day
Vehicle Half-day Rate	\$32.50/half day
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography and mapping	Actual Cost
Utility exploratory trenching	Actual Cost

ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- **Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

Cell Phones	Unallowable
Radio Communication	Actual Cost
2-way Radio	Actual Cost

Vehicles (Only for Vehicles assigned to project)

Rental (Daily Rate Only) - Including Tolls	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day

The number of days will be calculated as follows:

For extended stay** - Number of days on job site plus one

Day to travel to and from job site

Weekly (hotel) – Number of days on job site plus one day to

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

**Extended Stay Status applies to individuals on the project over 20 Consecutive working days. The decision whether individuals will stay over the weekend will be made after the Contractor's schedule is available and shall be made jointly by the Consultant Liaison and the IDOT Resident.

NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CSE Manual allowance.

Contract No.: I-17-4303

Consultant: Bowman, Barrett & Associates Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: James Daum, PE

Project Manager: D. David Moses, PE

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: Robert Rose, PE

Project Structural Engineer: Daniel Filice, PE, SE

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: Ross Anderson, PE

Classification: QA/QC

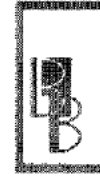
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Classification: _____

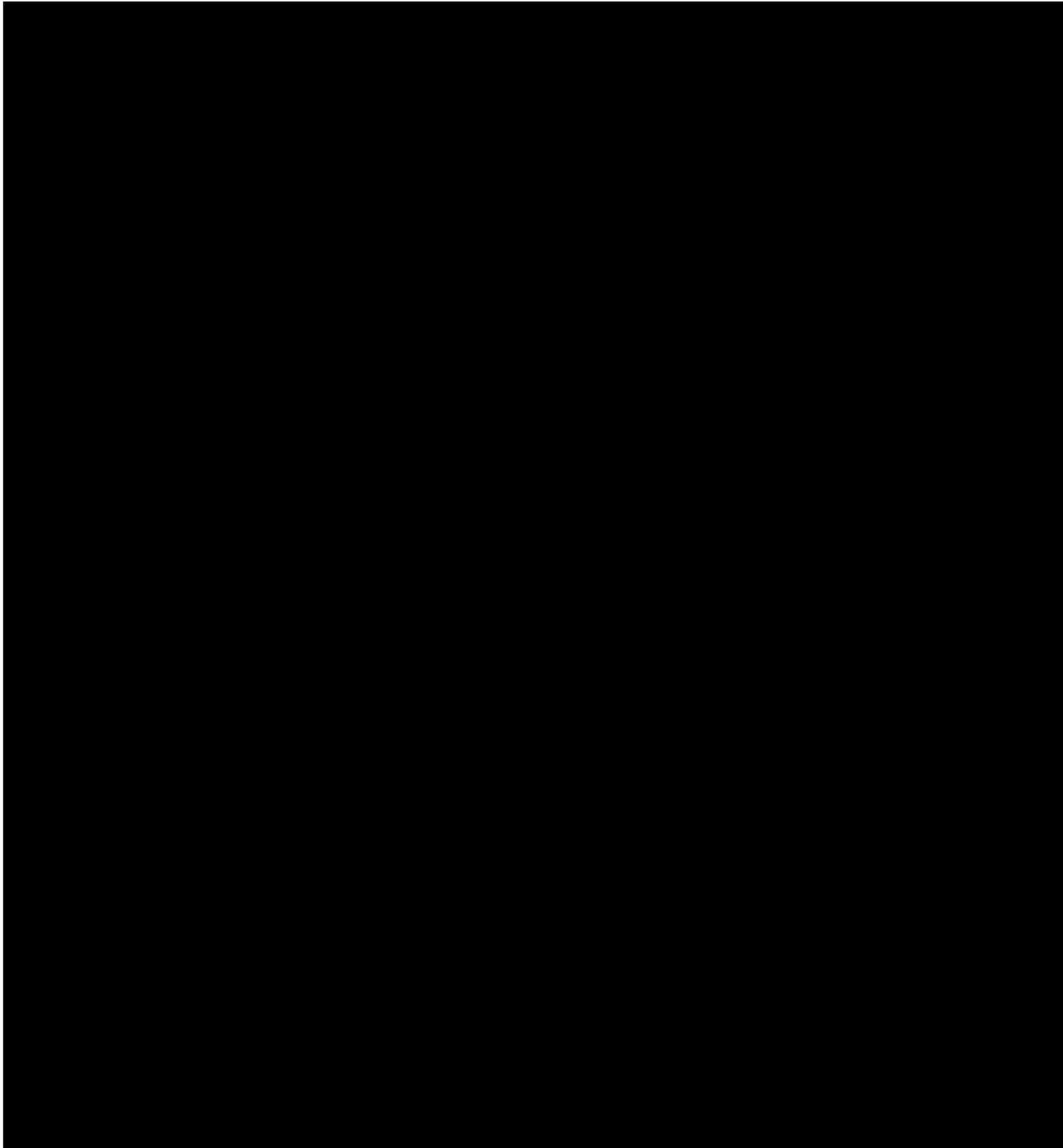
Name: _____

Classification: _____

James Daum, PE
Team Management Committee



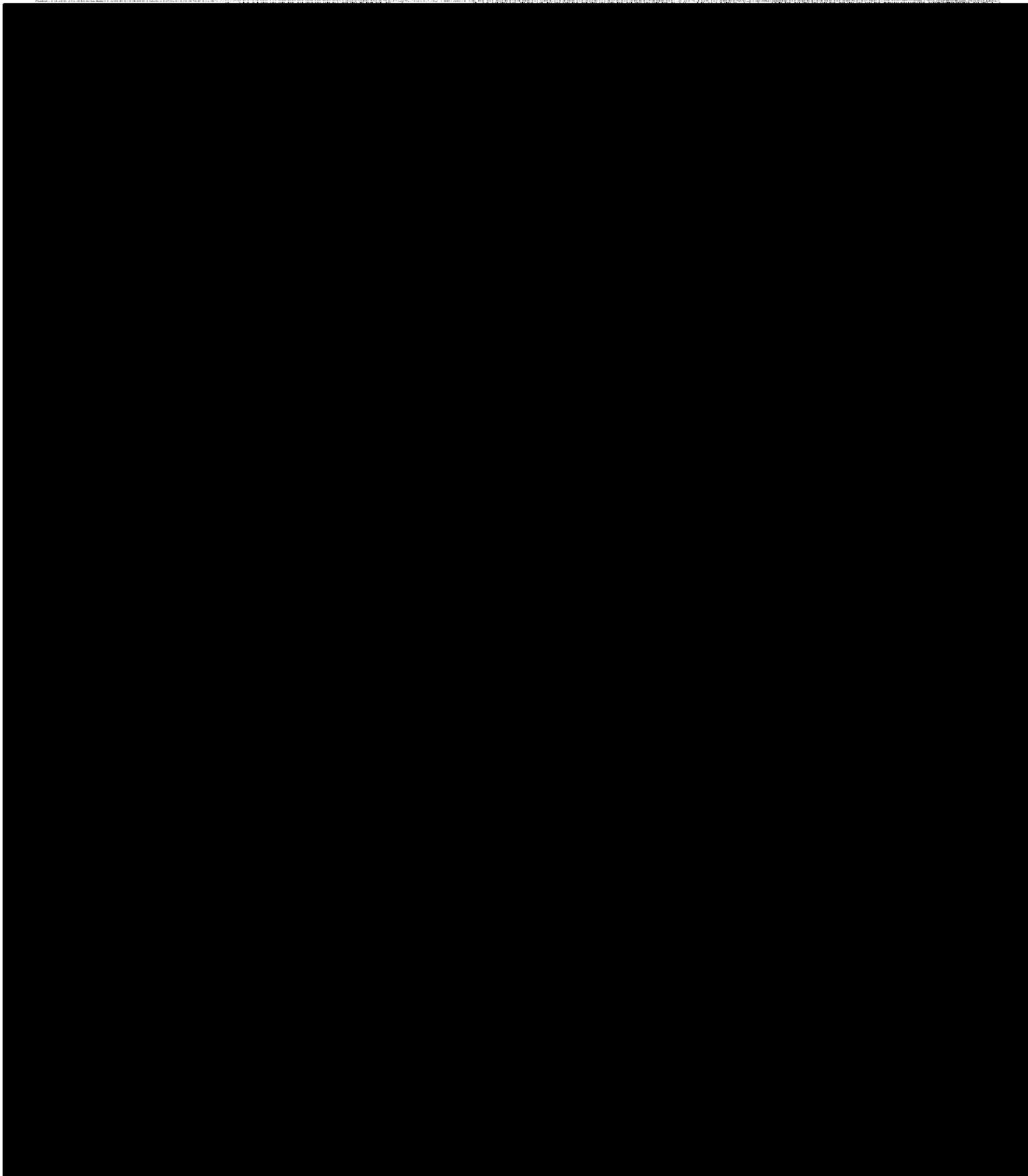
**BOWMAN, BARRETT
& ASSOCIATES INC**
CONSULTING ENGINEERS



D. David Moses, PE
Project Manager



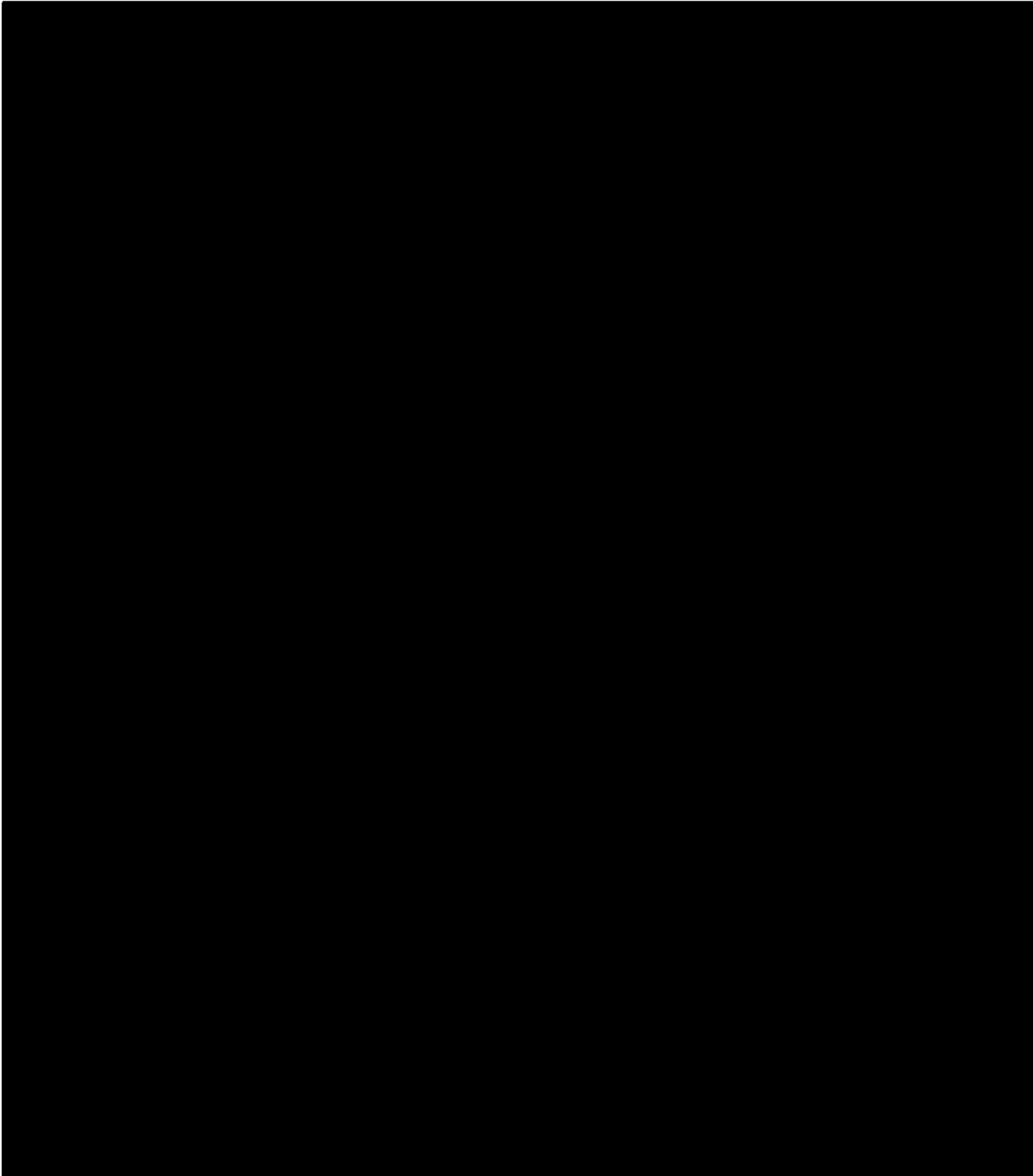
**BOWMAN, BARRETT
& ASSOCIATES INC**
CONSULTING ENGINEERS



D. David Moses, PE
Project Manager



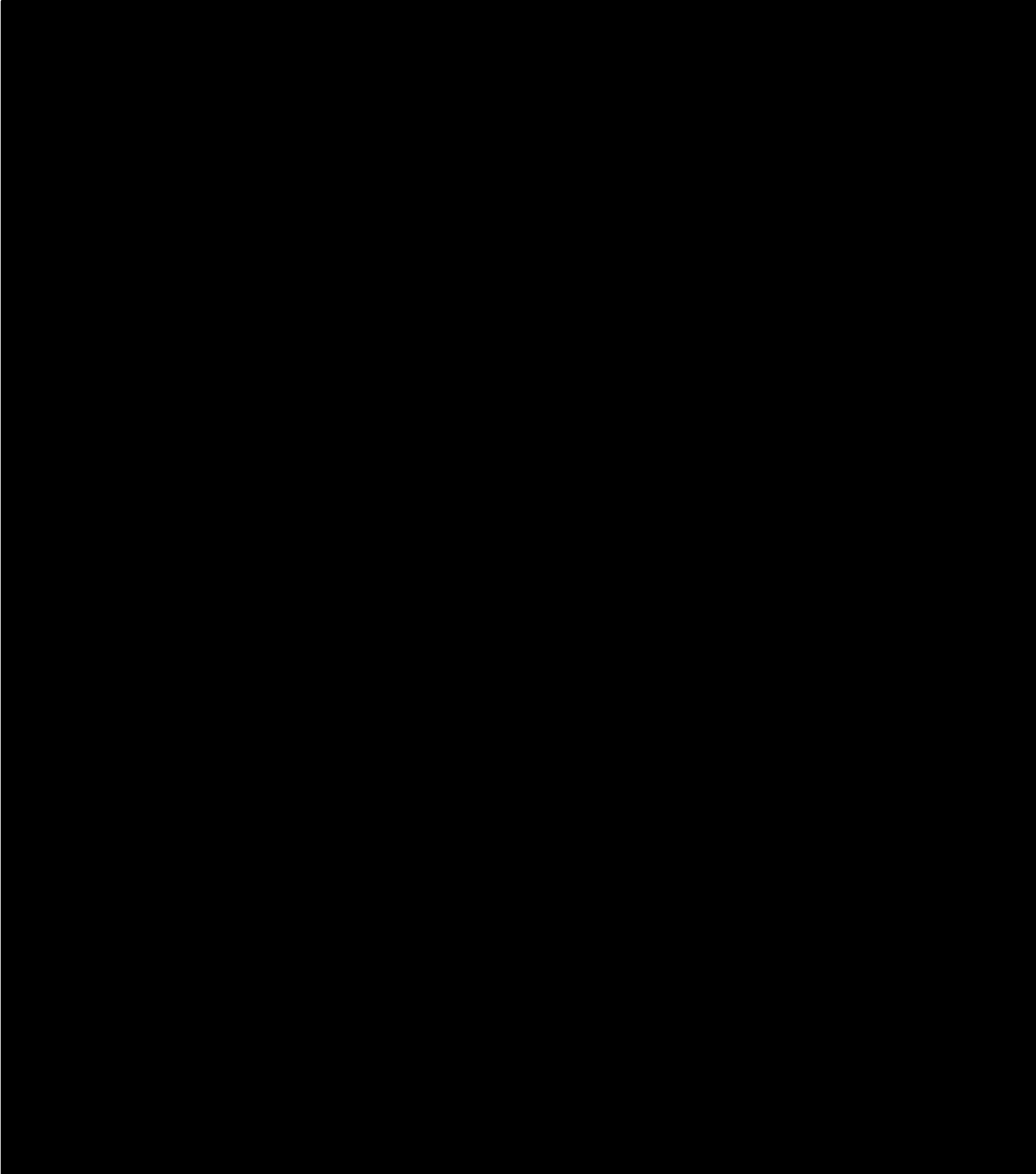
**BOWMAN, BARRETT
& ASSOCIATES INC**
CONSULTING ENGINEERS



Robert Rose, PE
Roadway Design Lead



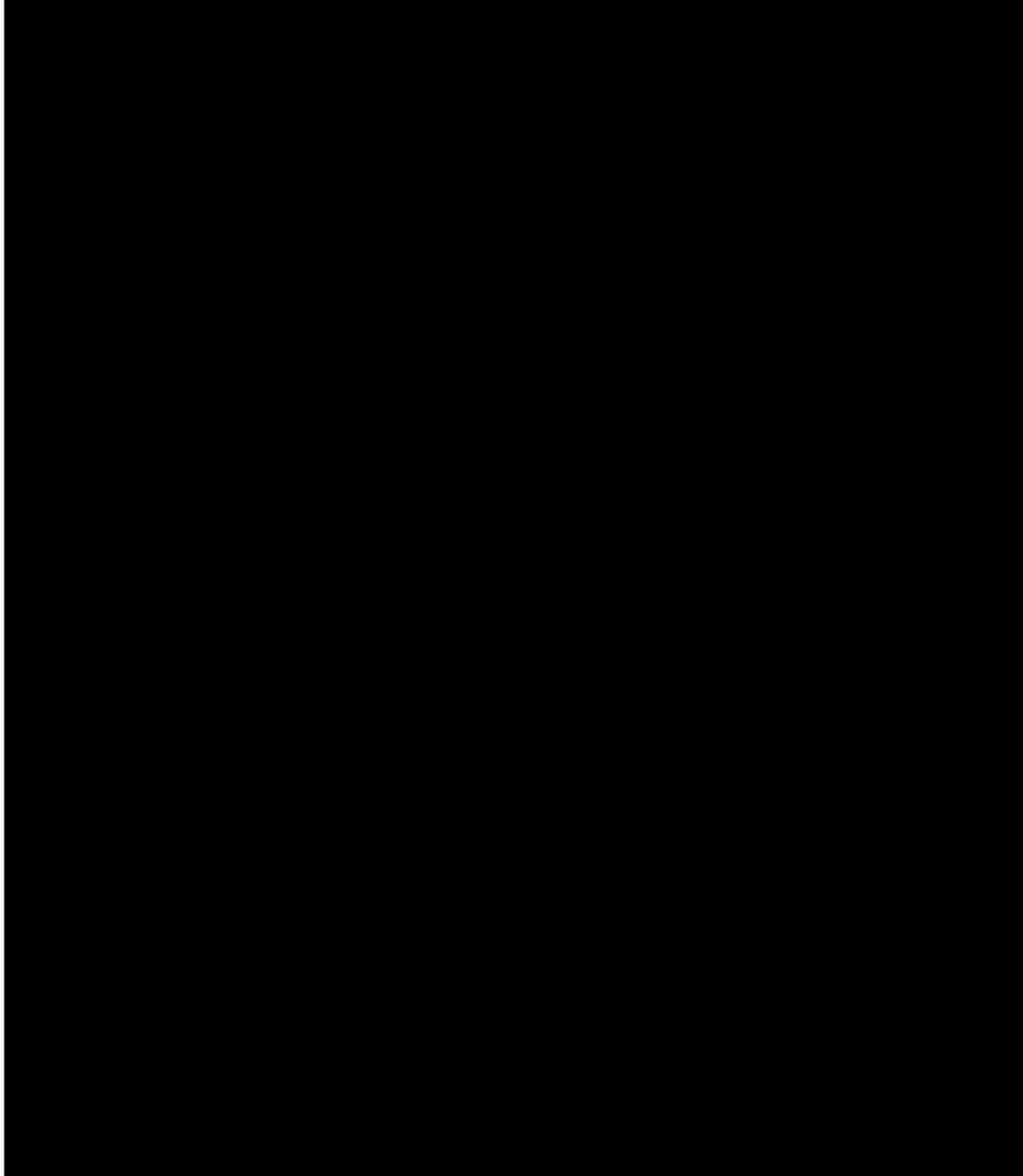
**BOWMAN, BARRETT
& ASSOCIATES INC**
CONSULTING ENGINEERS



Robert Rose, PE
Roadway Design Lead



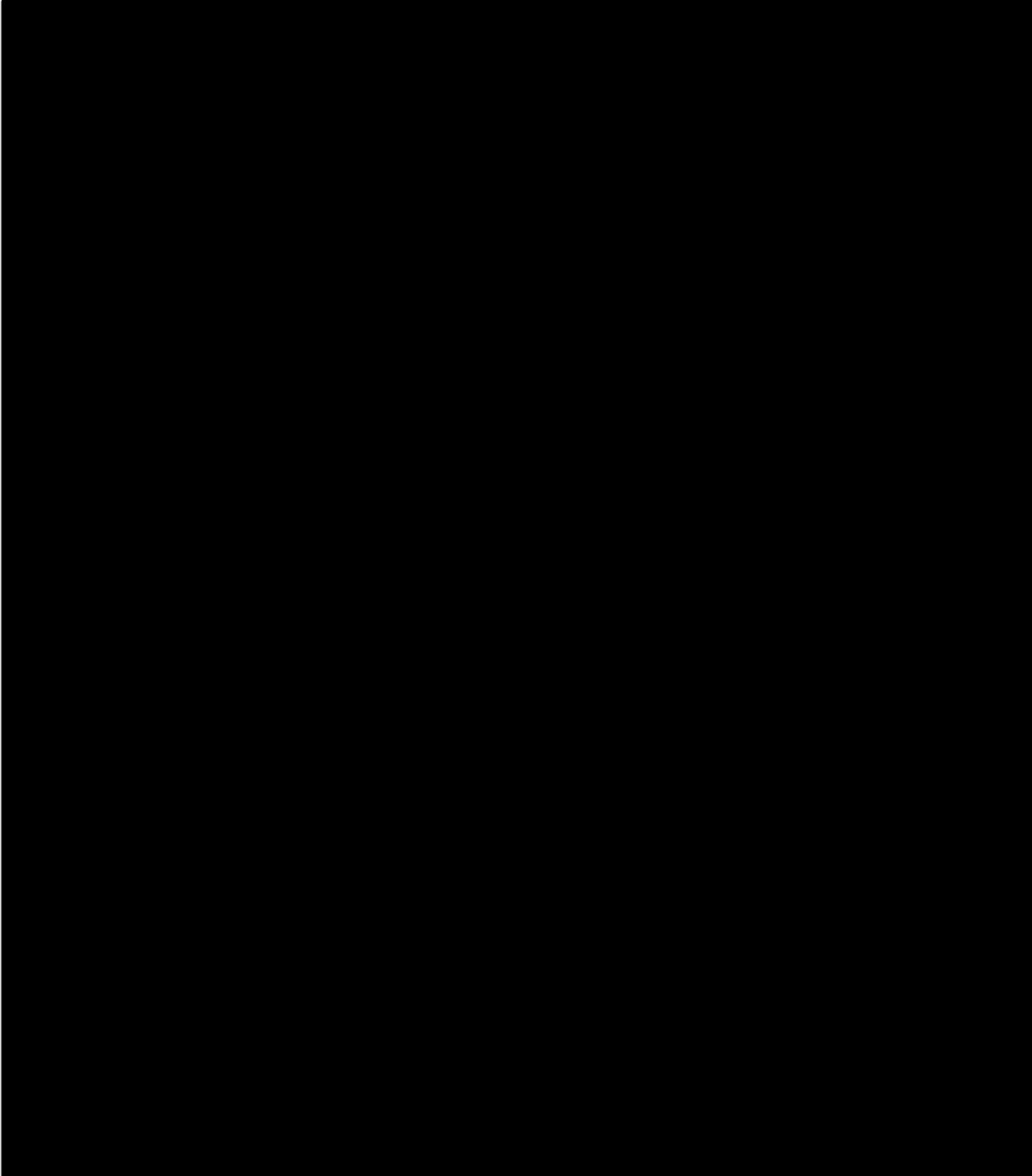
**BOWMAN, BARRETT
& ASSOCIATES INC**
CONSULTING ENGINEERS



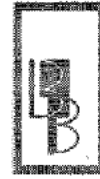
Daniel Filice, PE, SE
Structural Design Lead



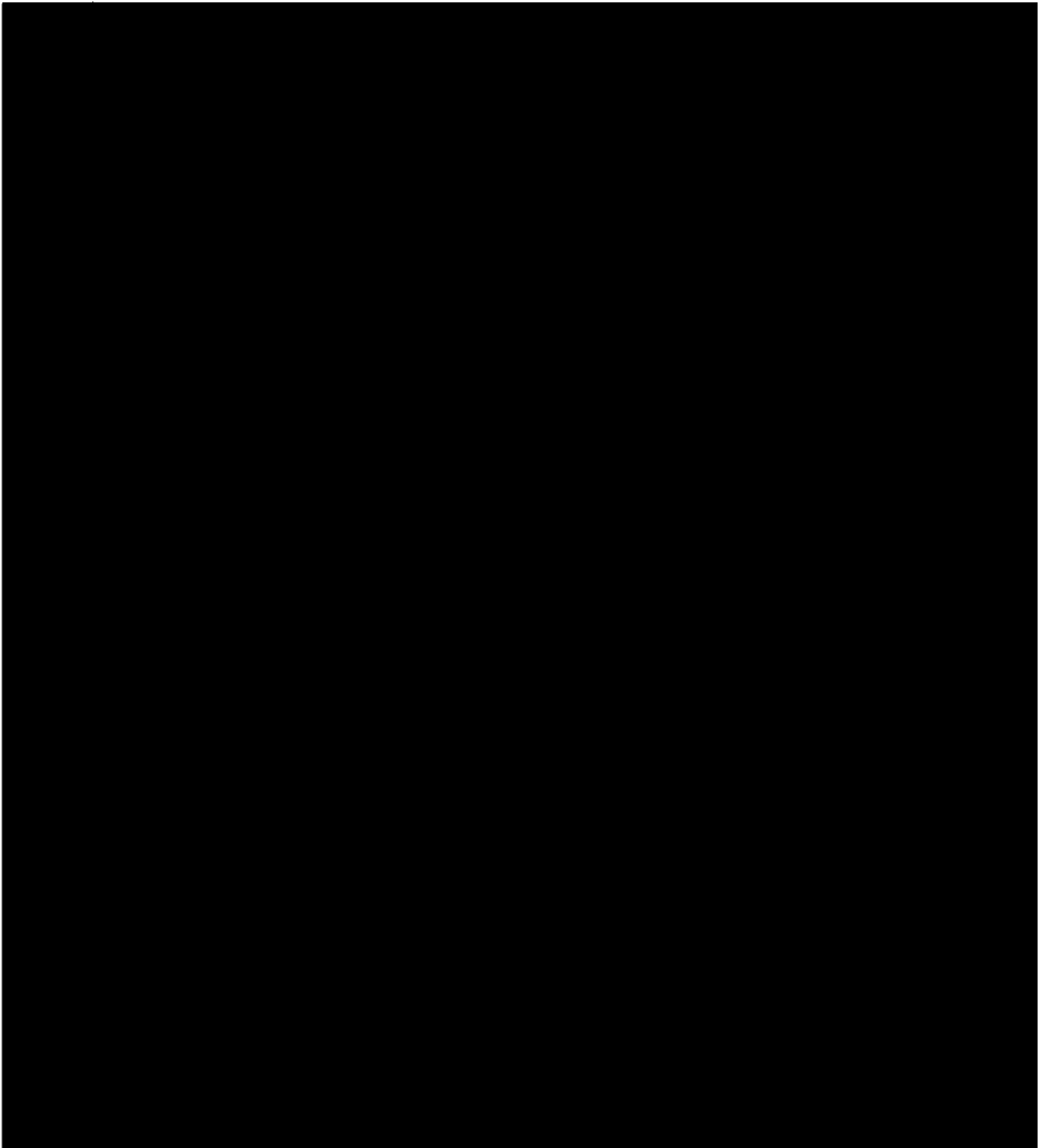
**BOWMAN, BARRETT
& ASSOCIATES INC**
CONSULTING ENGINEERS



Daniel Filice, PE, SE
Structural Design Lead



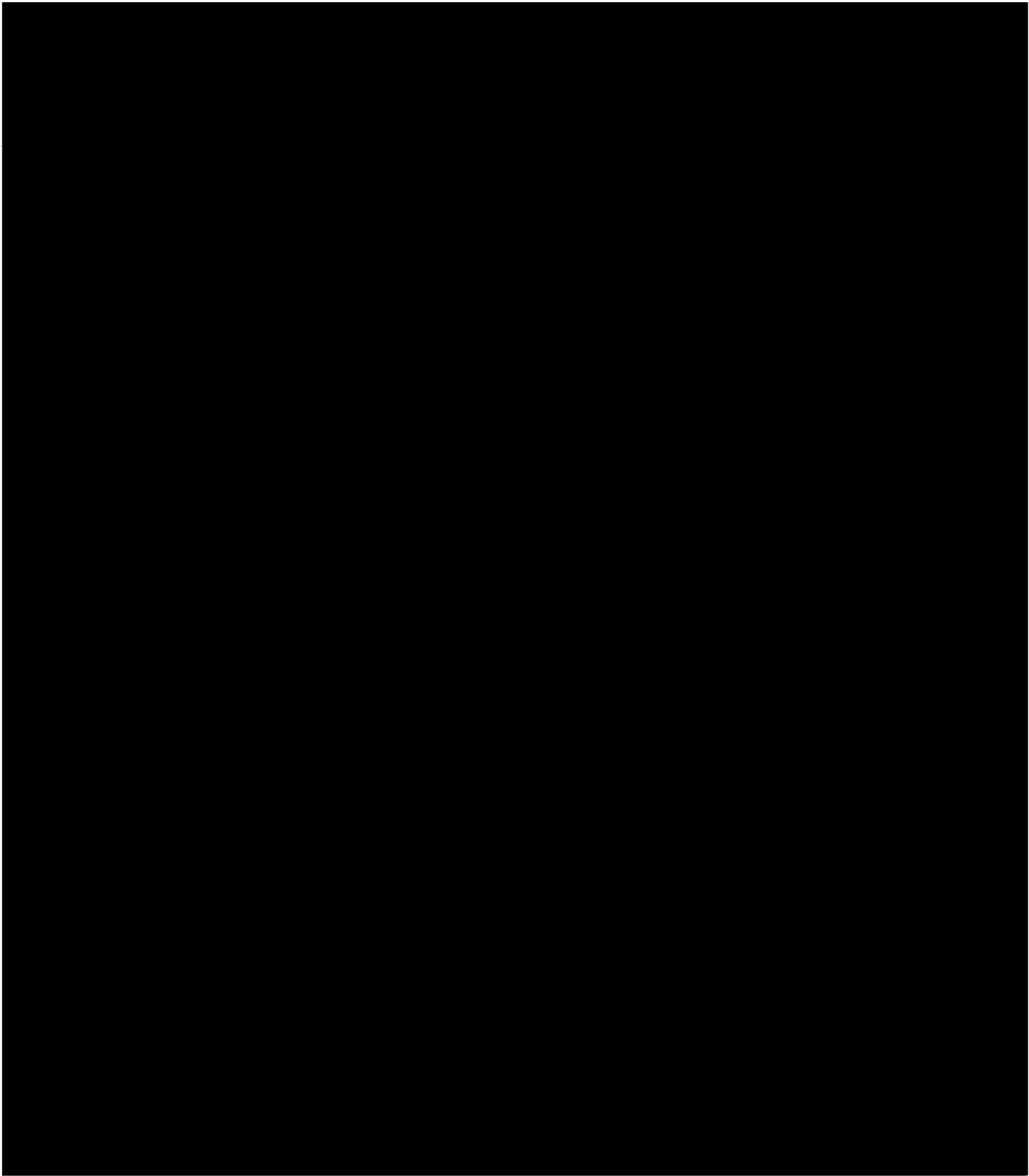
**BOWMAN, BARRETT
& ASSOCIATES INC**
CONSULTING ENGINEERS



Ross Anderson, PE
Quality Management - Roadway



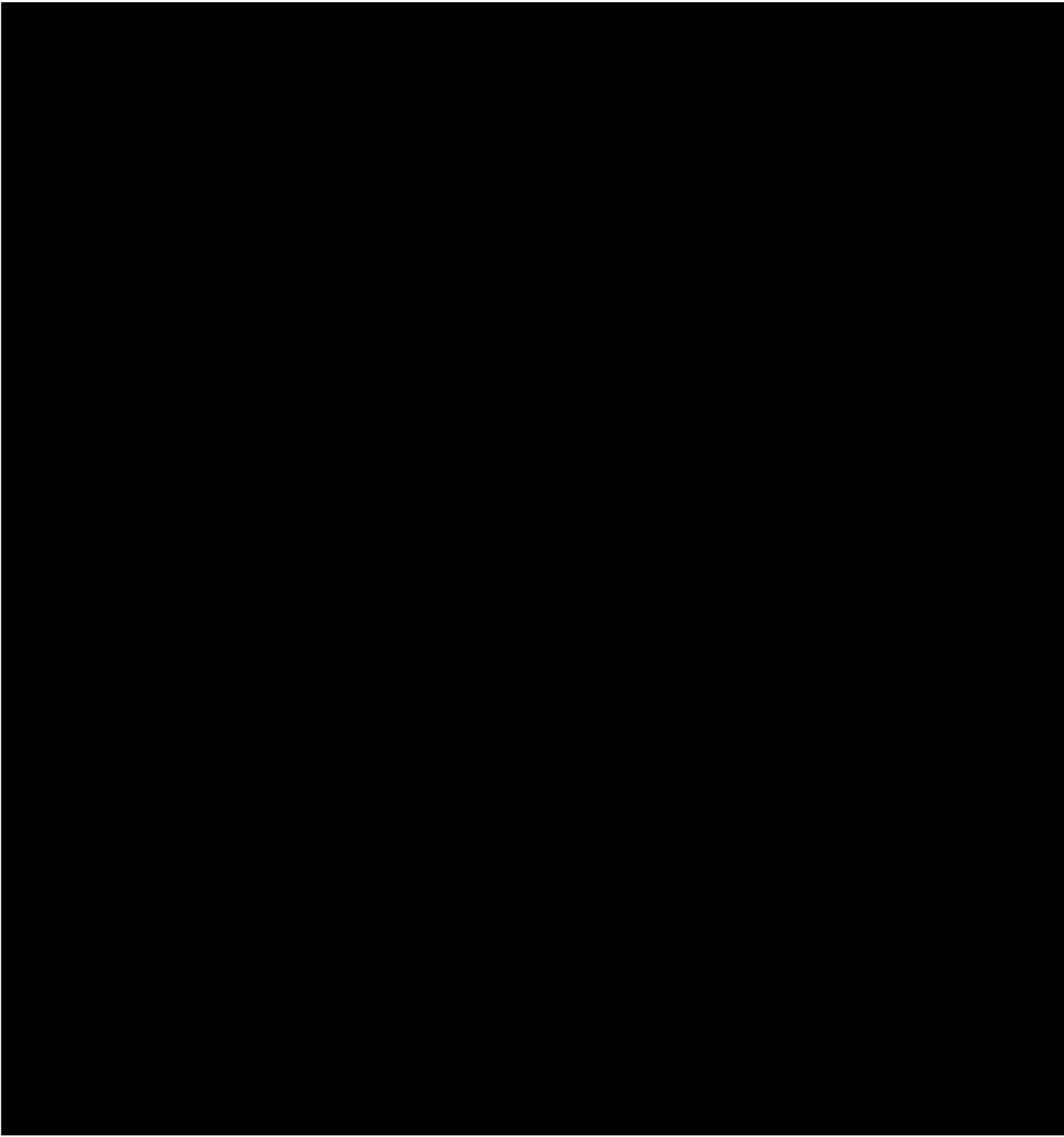
**BOWMAN, BARRETT
& ASSOCIATES INC**
CONSULTING ENGINEERS



Ross Anderson, PE
Quality Management - Roadway



**BOWMAN, BARRETT
& ASSOCIATES INC**
CONSULTING ENGINEERS



APPENDIX TO EXHIBIT F

Contract No. I-17-4303

Bowman, Barrett & Associates Inc.

SCOPE OF SERVICES

Each firm will be bound to the Tollway's Exhibit F Scope of Work as prepared by the Tollway. Each firm will perform only work they are qualified to perform to the professional Standard of Care level required by the Tollway. Work tasks will be assigned by the combined management team consisting of Bowman, Barrett & Associates Inc. and Christopher B. Burke Engineering, Ltd., as required to meet the expectations of the Tollway for this project.

Exhibit F

Scope of Work

**Tri-State Tollway, Roadway Reconstruction and Bridge Rehabilitation,
O'Hare Oasis (M.P. 37.8) to Balmoral Avenue (M.P. 40.0)**

Contract No. I-17-4303

Illinois State Toll Highway Authority

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I. PROJECT DESCRIPTION

This project is to prepare Phase II engineering services for the preparation of contract plans and specifications and project related permits for the proposed improvements including, but not limited to, reconstruction of the Tri-State Tollway (I-294) between O'Hare Oasis (M.P. 37.8) and Balmoral Avenue (M.P. 40.0).

The scope of proposed improvements includes roadway design, reconstructing / rehabilitation of bridges, retaining wall design, noise wall design, new drainage structures and modification of existing drainage system, erosion control for all construction zones, design of appropriate landscape and soil erosion/sedimentation control measures as necessary, pavement markings, delineators and signage, barrier warrant analysis and installation of guardrail, anchors and terminal, update roadway lighting, maintenance of traffic, protection and relocation of utilities, and other appurtenant and miscellaneous construction.

II. ITEMS OF WORK TO BE INCLUDED IN CONTRACT I-17-4303

The Design Section Engineer's (DSE) services under Contract I-17-4303 shall consist of Phase II engineering services for the above described project, together with the identification of potential utility conflicts as per the requirements of the Illinois Tollway Design Section Engineer Manual, as amended by the Illinois Tollway, and herein specified. The design criteria and policies, Standard Specifications, materials, and construction requirements of the Illinois State Toll Highway Authority shall apply to all portions of the improvement under Illinois Tollway jurisdiction. The design criteria and policies, materials, and construction requirements of the Illinois Department of Transportation shall apply outside the Illinois Tollway jurisdiction area.

This contract may develop construction packages as follows:

1. Mainline contracts from O'Hare Oasis to Balmoral Avenue.
2. An additional construction contract.

Master Plan and Advanced Engineering Studies (AES) has been performed by Illinois Tollway Contracts RR-14-4221, RR-14-4222, RR-14-4223 and RR-14-4224. The DSE will review the advanced engineering studies design geometry within the project limits and provide concept design plans for necessary refinements which will include the recommended horizontal geometry and vertical profile in accordance with the Illinois Tollway Design Section Engineer Manual, latest edition, as amended by the Illinois Tollway, and as otherwise noted below, which shall include, but not be limited to, the following:

A. CONCEPT DESIGN VERIFICATION REQUIREMENTS

The DSE will be responsible for reviewing the AES documents completed to date as referenced above and providing concept (30%) design deliverables as further defined herein.

The DSE review of AES documents prepared to date shall include, but not necessarily be limited to, the following:

1. Project scope
2. Project budget. The DSE shall review and validate the AES cost estimate and provide an updated concept (30%) level cost estimate based on recommendations from the AES verification.
3. Project schedule. The DSE shall confirm or provide a recommended construction schedule for proposed construction contract package(s) within the contract limits. The DSE shall coordinate with the DCM to ensure that schedules are supported and can be accommodated within the overall Tri-State Tollway Master Corridor Schedule.
4. Project concept review including geometrics, right-of-way requirements, materials, maintenance of traffic, drainage, number of construction contracts, design criteria, cost benefit analysis, alternatives analysis, and all other appurtenant and miscellaneous items.
5. Design Criteria Review. The DSE shall review the current Illinois Tollway Design Criteria and evaluate the impact of updating the concept submittal prepared to date to be in conformance with the current design criteria.
6. Design Deviations prepared to date. The DSE shall coordinate with the DCM and adjacent Tri-State Tollway DSE sections to confirm whether or not deviations are still required.
7. Review of corridor roadway lighting design concept by I-17-4308 DSE.
8. Evaluation of Roadside obstacles in accordance with the Illinois Tollway Traffic Barrier Guidelines, latest edition. The DSE will prepare a strip map which identifies all areas of concern and meet with the Illinois Tollway and DCM to confirm expected level of analysis to be performed as part of the Barrier Warrant Analysis for each contract.
9. Review of utility coordination and utility studies performed to date, perform a field review and submit Notice of Interference forms. The DSE is responsible for utility coordination in accordance with the Illinois Tollway DSE Manual.
10. Review of AES environmental documents to confirm potential issues related to wetlands, waterways, biological, cultural, noise, air, hazardous/special waste, pedestrian/bike accommodations, land use, zoning, etc. Review of ESA investigations and recommendations performed by others.
11. Review coordination with IDOT, FAA, regulatory, utility companies, and local agencies performed to date and confirm commitments and future required action including identification of agreements and municipal/county design issues. Coordinate installation of the FOC duct package system with the Tollway's Fiber Optic Management Vendor.
12. Review of available survey information furnished by the DCM and confirmation of completeness or need for additional information. DSE responsibilities with regard to Field Survey services outlined in Section III.

B. CONCEPT SUBMITTAL REQUIREMENTS

The DSE review of the AES referenced above shall include preparation and submittal of a Concept Design Review Technical Memorandum which includes items identified in II. A. above and includes the following:

1. The DSE shall confirm and concur with the following or provide recommendations for proceeding during preliminary and final design:
 - a) Scope of Work.
 - b) Construction Contract Schedules.
 - c) Right of Way Requirements.
 - d) Construction Contract Packaging.
 - e) Advanced Engineering Studies Environmental Commitments.
2. Operating budget impact analysis (impact to Illinois Tollway Maintenance, Illinois Tollway Traffic Operations, Illinois Tollway Business Systems).
3. Identification of signing requirements and coordination of needs with the Illinois Tollway Sign Shop through the Design Corridor Manager (DCM).
4. Review of the AES design documents prepared to date including submittal of a technical memorandum detailing findings and providing recommendations for advancement to preliminary (60%) design.
5. A visual pavement condition survey of existing roadways within the limits of the proposed improvements.
6. Review and validate the Maintenance of Traffic AES Plan.
7. Update and submit right of way and utility requirements for each construction contract. The right of way requirements shall be submitted on plan drawings and shall include all permanent right of way and permanent and temporary easements the DSE deems as being required for construction of the proposed improvements. Identify ROW parcels to be acquired that affect utility relocations and establish priorities for acquisition.
8. Provide a construction contract packaging schematic and concept level design and construction schedule for contracts for which the DSE is responsible.
9. Prepare Signing Strip Maps by construction contract which are applicable to interim phases of construction and operation of independent tollable segments of roadways.
10. The DSE will review drainage concepts as necessary and any updated concepts completed since that date. The DSE will confirm the nature of the required improvements, the intent of the proposed design and verify compliance with the established design criteria.
11. Review and validate Aesthetics recommendations.
12. The DSE will prepare exhibits and renderings as needed to assist with public outreach.

In addition, the DSE shall perform the following during this phase:

1. Coordination of any additional right of way requirements through the DCM. The DSE shall be responsible for ensuring that right of way acquisition activities are consistent with contract schedules.
2. Coordinate installation of the FOC duct package system with the Tollway's Fiber Optic Management Vendor.
3. Identify any additional required design deviations. When a design deviation is sought, the DSE will start a Request For Design Deviation to Criteria (F4000.05). If agreed upon the form will be completely filled out and signed by all parties listed for signature.
4. The DSE shall review utility coordination performed to date, verify potential conflicts for the project through concept design and complete Notification of Interference forms for all anticipated utility interferences.
5. The DCM will prepare a comprehensive inventory of agreements for the overall project including railroad agreements. The DCM will be responsible for securing railroad agreements with technical support from the

DSE. The DSE will review and confirm the overall agreements inventory as identified by the DCM and support the DCM in securing other required agreements in conformance with the established schedule, including preparation of agreements not being prepared by the DCM (see Table B).

6. The DCM will coordinate system-wide design implementation. The DSE will incorporate site specific design services provided by others as specified in the Illinois Tollway DSE Manual, amended by the Project-wide All Electronic Tolling and Intelligent Transportation Systems Design Criteria document, latest version.
7. Permitting requirements, potential utility conflicts, and required railroad, intergovernmental and utility agreements shall be identified.
8. The DSE will prepare Bridge Type Studies and Retaining Wall Type Studies during this phase of the work. Upon approval of these recommendations Type, Size, and Location Drawings for bridges, retaining walls, and culverts will be prepared. An updated proposed profile will be prepared by the DSE reflecting proposed refinements resulting from structural recommendations (TS&Ls) and through coordination with the adjacent DSEs are necessary.
9. Structural Geotechnical Reports (SGR) for proposed structures in accordance with the Illinois Tollway Geotechnical Manual, latest edition, as amended by the Illinois Tollway.
10. Concept Plan Legacy Comment Review. The DSE shall review unresolved comments received pertaining to the Concept Design Plans from involved agencies. Comments applicable to Contract I-17-4303 shall be compiled and presented in the technical memorandum.
11. Review of corridor roadway lighting design concept by I-17-4308 DSE.
12. Evaluation of Roadside obstacles in accordance with the Illinois Tollway Traffic Barrier Guidelines, latest edition. The DSE will prepare a strip map which identifies all areas of concern and meet with the Illinois Tollway and DCM to confirm expected level of analysis to be performed as part of the Barrier Warrant Analysis for each contract.

C. PRELIMINARY AND FINAL DESIGN ENGINEERING

1. ROADWAY REQUIREMENTS

- a. Utilize existing aerial mapping, including contours for developing exhibits, right-of-way analysis, etc.
- b. Identify utility impacts on construction, right-of-way, costs, and project schedule. Supplemental SUE services shall be performed by the I-17-4303 DSE.
- c. Identify and establish priority of right-of-way parcel acquisition needed for utility relocation and advance work needs within the project limits.
- d. Conduct supplementary survey as required.
- e. Develop maintenance of traffic and construction staging options for each alternative and corresponding progress schedules. The maintenance of traffic shall be submitted to agencies having jurisdiction over proposed roadways included in the plan for review prior to advancement of subsequent phases of design. The plan shall also be coordinated with adjacent design sections.

2. DESIGN AND PLAN PREPARATION – DETAILED REQUIREMENTS

During this phase, the DSE shall perform designs and prepare contract plans and documents for implementation of the project improvements, to include, but not be limited to, the following:

- a. Design services for preparing contract plans, special provisions and estimates for the Tri-State Tollway (I-294) Roadway Reconstruction between O'Hare Oasis to Balmoral Avenue.
- b. Performing Bridge Type Studies for new bridges proposed to be constructed. The use of Accelerated Bridge Construction (ABC) techniques will be considered as part of the studies.
- c. Perform Type, Size, and Location (TS&L) drawings for new bridge and retaining wall construction.
- d. Performing Wall Type Studies for new retaining wall design construction.
- e. Perform design services for noise walls.
- f. Performing analyses for new drainage structure installation and modification of the existing drainage system.
- g. Provide design of sediment and erosion control for all construction zones.
- h. Provide design of appropriate landscape and soil erosion/sedimentation control measures as necessary in accordance with the Illinois Tollway Environmental Studies manual.
- i. Design services for preparing contract plans and special provisions for installation of pavement markings, delineators, and signage for the contract limits.
- j. Provide barrier warrant analyses for all necessary locations and installation of guardrail, anchors and terminals to conform to the current AASHTO Guidelines and Illinois Tollway criteria.
- k. ITS/Fiber/AET Scope. The scope anticipated to be included as part of the construction contract(s) to be limited to the installation of IPDC foundations, ITS Gantry and DMS foundations, and the underground backbone duct package along the roadway corridor which will contain power and fiber optic cable installed under separate contract(s). ITS device design shall be performed under separate contracts. The I-17-4303 DSE will be required to coordinate with the DCM and I-17-4307 DSE for Advance ITS and Fiber Relocation to ensure operational and communication requirements are fulfilled for each stage of MOT. The I-17-4303 DSE shall be required to coordinate with the DCM and I-17-4308 DSE to ensure that final ITS device design is in conformance with the corridor requirements, and all assets are properly transferred between contracts.
- l. Electrical design services for updating existing roadway and underpass lighting and installing new roadway and underpass lighting as required by the Illinois Tollway Lighting Standards, design criteria, and corridor roadway lighting master plan. Coordinate with the DCM and I-17-4308 DSE for the corridor roadway lighting master plan. The I-17-4303 DSE will design temporary lighting, provide for the maintenance of existing/temporary lighting, and will determine the actual locations of, and prepare contract plans, special provisions, and estimates for the temporary and final roadway and underpass lighting.
- m. Perform detailed design for all overhead, cantilever, and ground mounted sign structures within the contract limits.
- n. Provide maintenance of traffic plans including those for impacts to local facilities.

- o. Utility coordination for protection and / or relocation of utilities.
- p. Provide assistance to and backup materials for the preparation of all required permits by the DCM.
- q. Perform geotechnical studies.
- r. Prepare all required permits.
- s. Perform INVEST planning and design evaluations.
- t. Perform environmental studies. Phase I Environmental Site Assessments (ESAs) were prepared by others. These shall be reviewed for content and Phase II Environmental Site Assessments are to be prepared including environmental borings and analysis. The DSE will further prepare all designs required for remediation recommendations resulting from the ESA and Remedial Action Plan (RAP).
- u. Coordination with the Illinois Tollway and DCM with regard to environmental issues including, but not limited to USACE, IEPA, NPDES, IDNR-OWR. The following tasks have been or will be completed and will be provided to the DSE: Biological Resource Review, Wetland Delineation, Cultural Resource investigation, Stream/Water Quality Investigation, tree transect survey, Special Waste Assessment, and Traffic Noise Analysis. The DSE will be responsible for performing detailed tree classification surveys. The DCM will prepare a comprehensive inventory of required permits for the overall Tri-State Tollway (I-294) project, secure select permits and approvals (including FAA approval and corridor-wide 404/401 permits), and support coordination of other required permits to be secured by the DSE. See Table B for information regarding permitting responsibilities. Required permit submittals for the project include, but are not limited to: approval from Federal Aviation Administration; permits from the U.S. Army Corps of Engineers, Illinois Environmental Protection Agency, Illinois Department of Natural Resources, U.S. Fish and Wildlife, Metropolitan Water Reclamation District, IDOT, Local Agencies, Local Soil and Water Conservation Districts, Local Forest Preserve Districts, Railroads, etc. The DSE will review and confirm the overall permits inventory as identified by the DCM. The DSE will support the DCM in securing other required construction permits in conformance with the established schedule, including preparation of permits not being prepared by the DCM. The DSE will be required to furnish plans, calculations, etc. as required for permit submittals. The DSE shall coordinate permit requirements with the DCM throughout the design phase. The DSE shall be responsible for ensuring that permit submittals and approvals are consistent with contract schedules.
- v. All other appurtenant and miscellaneous items. The following structures are included in this project:
 - Culvert 394C: Sister Stream: One mainline structure
 - Bridges 393/394: Irving Park Rd.: Two mainline structures
 - Bridge 394A: Irving Park Rd Ramp A: One ramp structure
 - Culvert 393C: Crystal Creek: One mainline structure
 - Bridges 389/390: Lawrence Avenue: Two mainline structures
 - Bridges 391/392: Soo Line Railroad: Two mainline structures
 - Bridge 363: Balmoral Ave.: One crossroad structure
- w. All other appurtenant and miscellaneous items.
- x. Following submittal of the Preliminary design plans, the Designer will participate in a Value Management Study. The VMS will be conducted by the DCM following preliminary submittal. The Designer will prepare exhibits, have key staff participate in the VMS, review the VMS finding, prepare

- responses and dispositions for all findings, and implement into their design any recommended findings which are accepted by the Tollway.
- y. The DSE will include a review of the following contracts prepared by others to confirm that the design is compatible with that of the I-17-4303 design section:
 - i. Tri-State Tollway Roadway Reconstruction Contract I-17-4302

3. FINAL DESIGN SERVICES AND SUBMITTALS REQUIRED

Preparation of preliminary, pre-final, and final contract documents, special provisions, design and quantity calculations, and construction schedule to be reviewed by the Illinois Tollway.

1. The DSE must have MicroStation capabilities. All final documents shall be submitted in hard copy and electronic format and follow the Illinois Tollway CADD STANDARDS Manual.
2. The DSE shall coordinate and incorporate all requirements of other design contracts impacting this project, if any. The DSE shall meet with other DSE's and the DCM as often as required to ensure the final contract documents of all contracts relating to the limits are coordinated.
3. The DSE shall be responsible for coordinating designs with the DCM and the Illinois Tollway User Departments, including but not limited to, Toll Services, Traffic Operations, and Maintenance and Business Systems.
4. Maintenance of traffic and construction staging.
5. The DSE will be responsible for preparing and coordinating construction cost estimates with the DCM and the Illinois Tollway in accordance with the Illinois Tollway DSE Manual. The DSE is responsible for tracking the scope and cost estimate for construction contracts and coordinating changes with the DCM and the Illinois Tollway throughout the design phase. Final construction cost estimates will be developed by the DSE.
6. If required, preparation of plats of acquisition and associated legal descriptions.
7. All other submittals as required in the Illinois Tollway DSE Manual.
8. The DSE shall utilize the new Illinois Tollway stationing. Stationing of existing appurtenances shall be approximated from existing stationing and digital ortho imagery information.
9. Coordinate with the Illinois Tollway Project Manager and DCM on sending individual letters to municipal, township, county, and railroad officials with jurisdictional boundaries adjacent to the study area. Allow interested officials to review concepts under the Illinois Tollway consideration and comment on community issues of concern or support.
10. Coordinate with the Illinois Tollway Project Manager, the DCM, and the Illinois Tollway Planning Division on meeting with individual property owners, neighborhood groups, and their local officials as required to address their questions or concerns regarding indirect project impacts.
11. Submit DSE Quality Management Plan within 14 days of Notice to Proceed.
12. The DSE is responsible for submittal of documents required during contract advertisement and as required for contract addenda in accordance with the Illinois Tollway DSE Manual. The DSE shall coordinate with the DCM and Illinois Tollway as necessary.

13. Provide required information to support the Illinois Tollway's coordination activities with the Tri-State Tollway (I-294) Local Advisory Committee.

D. STRUCTURAL CONSTRUCTION

1. Perform cursory inspection of structures that are to be rehabilitated to provide repair recommendation verification to supplement the Bridge Condition Report.
2. The DSE will prepare Bridge Type Studies for new bridges proposed to be constructed.
3. The DSE will prepare Wall Type Studies for new retaining walls proposed to be constructed.
4. The DSE will prepare Type, Size, and Location plans for proposed bridges (see Table A), retaining walls and culverts as required within the project limits.
5. The DSE will prepare contract plans and specifications for proposed bridges (see Table A), retaining walls, and culverts as required within the project limits.
6. The DSE will prepare contract plans, special provisions and estimates for IPDC foundations and ITS Gantry and DMS Foundations within the project limits.

E. DRAINAGE

1. The existing drainage facilities as represented in the concept plans and available Tri-State Tollway (I-294) as-built plans will be reviewed by the DSE to determine level of completeness and to identify potential additional drainage survey requirements. The DSE shall inspect existing storm drainage pipes to remain for condition assessment.
2. Drainage calculations including culvert and storm sewer sizing will be provided by the DSE.
3. Analysis of alternatives for the proposed drainage system will be required by the DSE. Anticipated alternatives include the staging of the proposed drainage improvements, detention alternatives, and best management practices as applicable. The prior drainage calculation reports from the concept plans and Tri- State Tollway (I-294) reconstruction will be provided for starting background.
4. The proposed right- of-way and easement requirements will be evaluated to accommodate the proposed drainage design.

F. ENVIRONMENTAL STUDIES AND REPORTS

1. Determine and evaluate potential environmental impacts. Precautions should be taken to limit wetland impacts to those presented in the Section 404 permit application submitted by the DCM and which was the basis for the USACE Section 404/IEPA Section 401 water quality certification authorizations issued for the Tri-State Tollway (I-294) project. The DSE shall coordinate immediately with the DCM if design changes result in an increase in impacts as coordination with regulatory resource agencies would be required.
2. Completion of Part II Environmental Studies Inventory Sheet (ESIS). Part I was evaluated during the Master Plan Phase. Therefore only Part II shall be submitted with preliminary plans.
3. Evaluate and develop sediment and erosion control plans/measures if necessary.

4. Preparation of plans as required for USACE review of resource impacts and shall include appropriate details including grading plans, soil erosion and sediment control plans, Best Management Practices plans, existing and proposed drainage plans, and wetland/waters mitigation plans.
5. Prepare Phase II ESA in accordance with the Illinois Tollway Environmental Studies Manual, latest edition, and ASTM E1903 Standard Practice for Environmental Site Assessments, Phase II as applicable. Prepare a Remedial Action Plan in accordance with the aforementioned criteria as applicable and in accordance with IEPA requirements for Site Remediation Programs. Prepare a Remedial Action Plan (RAP) in accordance with the aforementioned criteria as applicable and in accordance with IEPA requirements for Site Remediation Programs.

G. MAINTENANCE OF TRAFFIC

The DSE shall prepare Maintenance of Traffic deliverables in accordance with the Illinois Tollway Design Section Engineer Manual, latest edition, as amended by the Illinois Tollway. The maintenance of traffic plans and studies shall provide for protection and maintenance of the Illinois Tollway and crossroad traffic, and maintenance of toll operations during construction. The DCM shall coordinate traffic staging and maintenance of traffic for the corridor with the individual DSEs for the project. The coordination shall include ensuring that regional impacts are minimized and to ensure that traffic is maintained during construction. Contract completion dates shall be coordinated between design contracts. The existing number of traffic lanes shall be maintained on the mainline in each direction on the Tri-State Tollway (I-294) between O'Hare Oasis (M.P. 37.8) to Balmoral Avenue (M.P. 40.0) during peak hours.

H. UTILITIES

1. The DSE shall coordinate with utility companies and with the DCM throughout the design phase. The DSE shall be responsible for ensuring that utility relocation activities are consistent with contract schedules.
2. The DSE will be required to provide a copy of the agency utility contact log on a monthly basis.
3. Verify location of existing communications cables and utilities with respect to the proposed improvements.
4. All utilities coordination shall be performed in accordance with the Illinois Tollway DSE Manual, specifically with requirements of Subsection 4.5.18 and Section 6.

I. GEOTECHNICAL

1. For the bridges, retaining walls, noise walls, culverts, sign structure, IPDC, ITS Gantry and lighting foundations, the DSE will select proposed boring locations for approval by the Illinois Tollway. The DSE shall review the borings obtained in Phase I. The DSE will provide a boring map to the DCM. If required, the DSE will be responsible for providing information to the DCM as required for obtaining right of entry and permits to perform any subsurface exploration.
2. The DSE will provide subsurface exploration, utility checks, laboratory testing, and a Soil survey report. If required, pavement corings will be taken at locations

selected by the DSE to gather information for the pavement design. The pavement design for local system roadways will be provided by the agency having jurisdiction of the roadways and the Illinois Tollway will determine mainline and ramp pavement section designs for toll roadway pavements. The DCM will provide applicable agencies and the Illinois Tollway with information necessary for designing pavement sections.

3. The DSE will prepare Structural Geotechnical Reports (SGR) that summarizes the exploration and studies described above. The SGR will follow the Illinois Tollway SGR procedure. The SGR contains geotechnical recommendations related to bridge foundations, retaining wall foundations, slope walls, side slopes, pavement, sign structure, ITS Gantry, lighting foundations, and traffic signal foundations.

III. DESIGN SECTION ENGINEER'S (DSE's) SERVICES

A. EXECUTION OF ENGINEERING SERVICES

1. The DSE shall furnish services in accordance with the articles contained in the Illinois Tollway DSE Manual and all applicable Illinois Tollway Criteria, Manuals, and Bulletins.

B. FIELD SURVEY

1. The DCM will provide available survey information to the DSE. The DCM will establish a centerline and benchmarks for subsequent use by the DSE for the Tri-State Tollway (I-294) between O'Hare Oasis (M.P. 37.8) to Balmoral Avenue (M.P. 40.0). The DSE will review the survey information and coordinate discrepancies with the DCM. Additional benchmarks will be provided by the DSE as necessary.
2. The DSE shall perform all additional survey work necessary for the design of the project in accordance with the appropriate sections of the Illinois Tollway DSE Manual, or as required for compliance with governing design criteria to provide a complete and acceptable design.
3. Maximum use shall be made of the Illinois Tollway's record drawings and Phase I Engineering documents; however, it is the Design Section Engineer's responsibility to verify all topography in the field.
4. The DSE shall obtain adequate survey information for determining barrier warrant analysis, etc. including approach shoulder drainage and appurtenances.
5. The DSE shall utilize the Illinois Tollway's record drawings and verify features in the field and utilize stationing on drawings only as a reference for the location of the structures. It is not the intent for the DSE to re-establish stationing in the field.
6. All coordination with Agencies, including but not limited to the U.S. Army Corps of Engineers, the Illinois Department of Natural Resources, the Illinois Environmental Protection Agency, the Office of Water Resources, and the Illinois Department of Transportation shall be conducted through Illinois Tollway and DCM. The DSE will be expected to assemble information and documents necessary for Illinois Tollway to perform such coordination.

7. All coordination with railroads shall be conducted through the DCM and per the Illinois Tollway DSE Manual.

C. PLATS AND LEGALS

1. This contract is anticipated to require up to 25 separate property acquisitions. DSE to prepare plat and legal description documents associated with each Plat of Acquisition (POA) as well as coordinate and provide assistance to the Tollway Land Acquisition Unit as needed to complete each required acquisition. Documents shall be prepared in a timely manner so to not impede the Tollway property acquisition schedule.

IV. ITEMS TO BE FURNISHED TO THE DESIGN SECTION ENGINEER

In addition to the items to be provided as described in the DSE's Manual, the following will be supplied:

1. Items identified in Section II.
2. It shall be the responsibility of the DSE to select the applicable reduced record drawings from the Illinois Tollway's website at www.illinoisvirtualltollway.com.
3. Available inspection reports from current jurisdictional agencies for facilities within the project limits.
4. The Illinois Tollway's biennial structural inspection report of the bridges within the project limits.
5. Digital Ortho-Imagery, contours, horizontal and vertical survey control, and center line of the project limits.
6. Copies of Illinois Tollway Standard Specifications, Standard Drawings, and Illinois Tollway Design Manual can be obtained from the Illinois Tollway's website at www.illinoistollway.com.
7. Copy of Illinois Tollway Railroad and utility agreements (as required).
8. Copy of Bridge Condition Reports (as required).
9. Maintenance Section Reports.
10. General Engineering Consultant's Special Issue Log.

Contract No. I-17-4303
Tri-State Tollway, Roadway Reconstruction and Bridge Rehabilitation,
O'Hare Oasis (M.P. 37.8) to Balmoral Avenue (M.P. 40.0)

SCHEDULE

1.	Scoping Meeting	7/25/2017
2.	Design Scope Submittal	8/11/2017
3.	Design Scope Approval	9/6/2017
4.	Notice to Proceed	11/9/2017
5.	Project Kick-Off Meeting	11/20/2017
6.	Concept Submittal	3/2018
7.	Preliminary Submittal	10/2018
8.	Pre-final Submittal	4/2019
9.	Final Submittal	TBD
10.	Advertise	TBD
11.	Bid Opening	TBD
12.	Board Award	TBD
13.	Construction Start Date	TBD

^a Design for this project is scheduled to begin in 2017. Construction of this project is not scheduled. Listed dates are subject to change and correspond to the advertisement date and construction start dates for the earliest roadway contract. The intent of is to advance the design to enable the Illinois Tollway to proceed to construction in advance of the above listed dates if possible and practical in coordination with the DCM and overall Tri-State Tollway Master Corridor Schedule and program priorities.

**TABLE A:
BRIDGES LOCATED WITHIN THE PROJECT LIMITS**

**Contract No. I-17-4303
Tri-State Tollway (I-294), Roadway Reconstruction and Bridge Rehabilitation,
O'Hare Oasis (M.P. 37.8) to Balmoral Avenue (M.P. 40.0)**

Bridge #	Traffic Direction	Mile Post	Location	Tollway Over (O) Under (U)	Type of Bridge ¹	Maintenance**
394C	NB	38.10	Sister Stream: One mainline structure	O	Culvert	A
393/394	NB/SB	38.30	Irving Park Rd.: Two mainline structures	O		C
394A	NB	38.30	Irving Park Rd Ramp A: One ramp structure	O		A
393C	NB/SB	38.40	Crystal Creek: One mainline structure	O	Culvert	A
389/390	NB/SB	39.00	Lawrence Avenue: Two mainline structures	O		A
391/392	NB/SB	39.30	Soo Line Railroad: Two mainline structures	O		A
363	EW	39.82	Balmoral Ave.: One crossroad structure	U		B

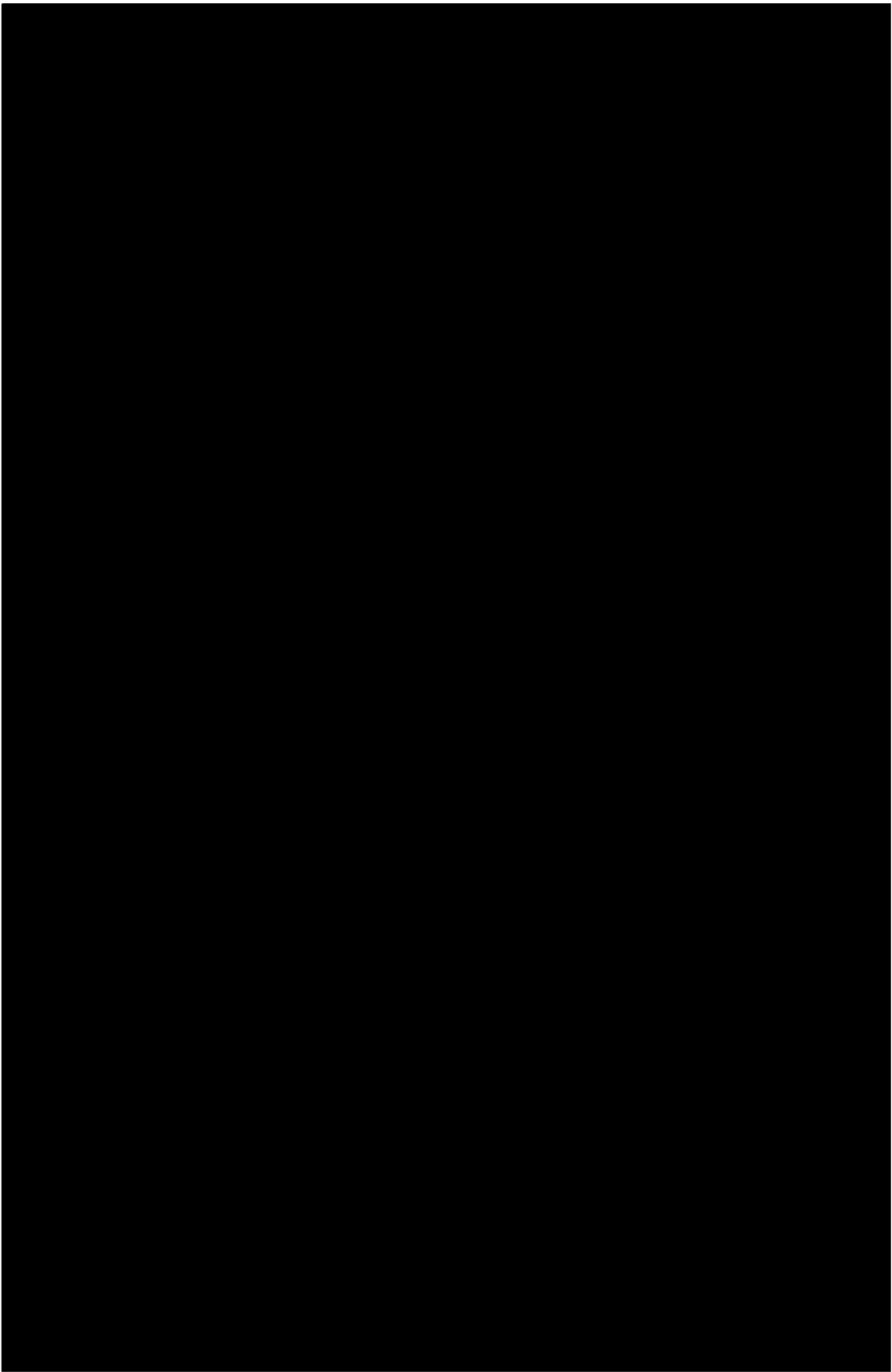
** A Type – Illinois Tollway has complete maintenance responsibility.

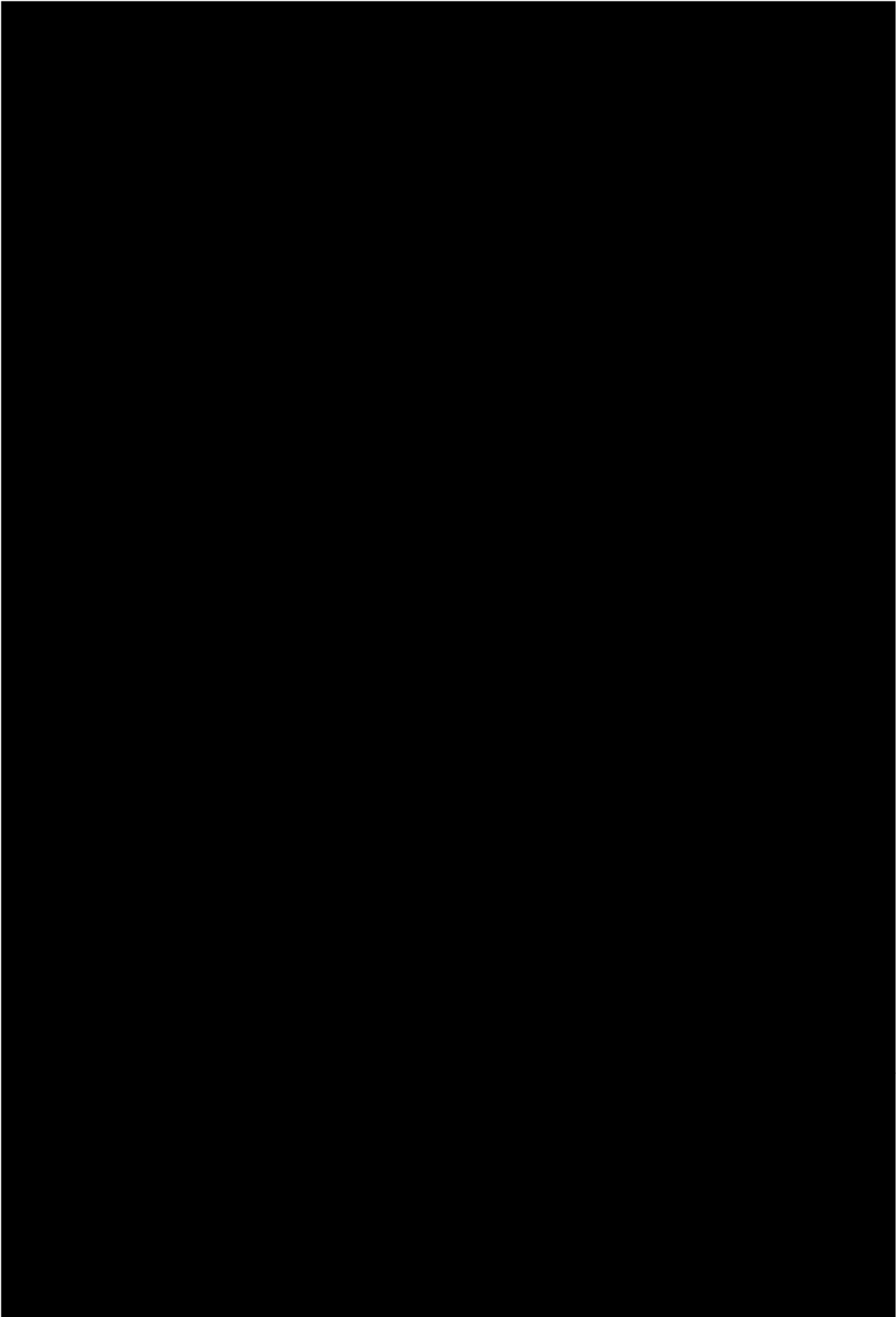
** B Type – Illinois Tollway has partial maintenance responsibility.

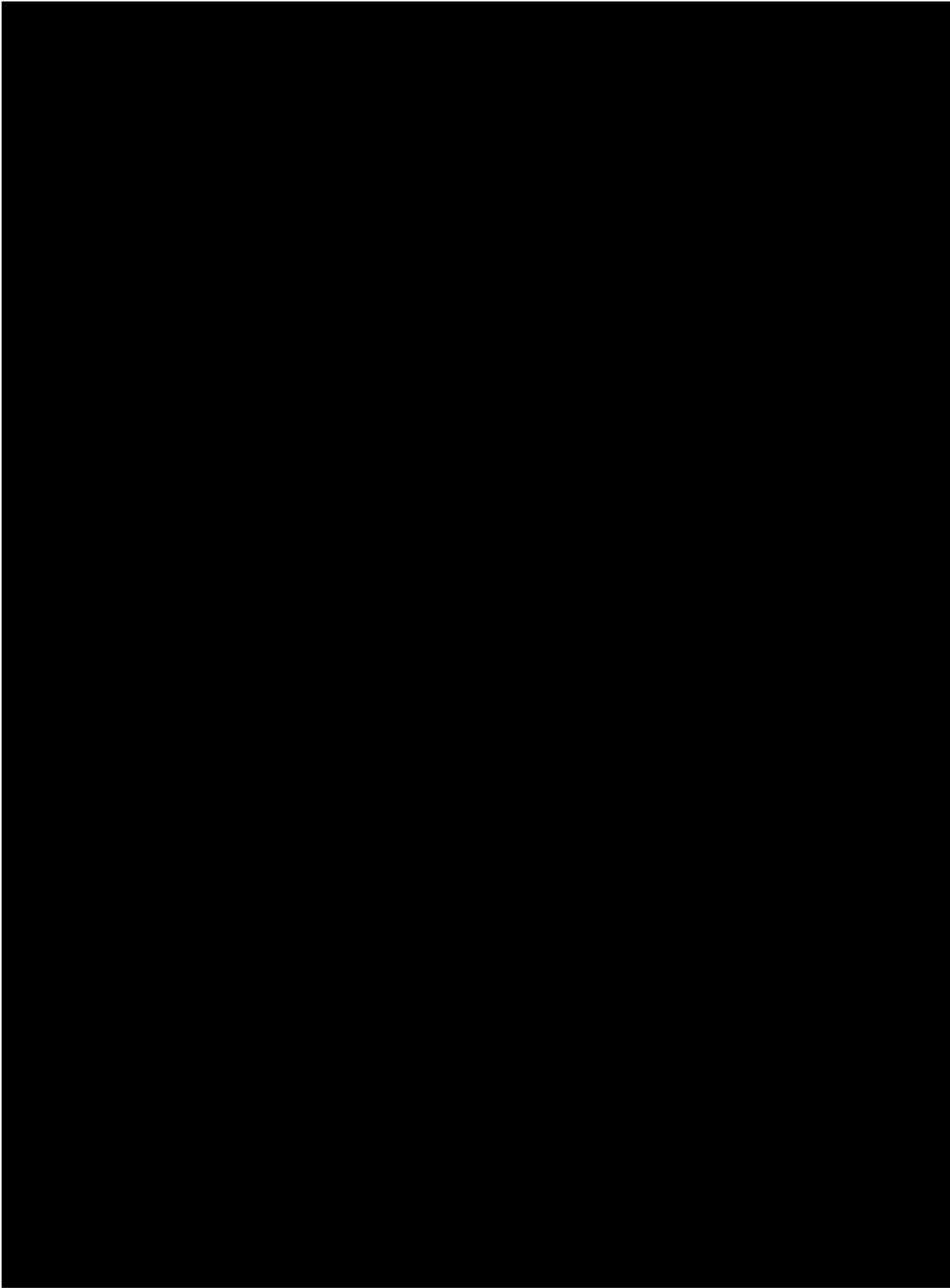
** C Type – Illinois Tollway has complete or partial maintenance responsibility.

¹ Bridge type and span arrangements subject to confirmation by the DSE through Type, Size and Location studies.

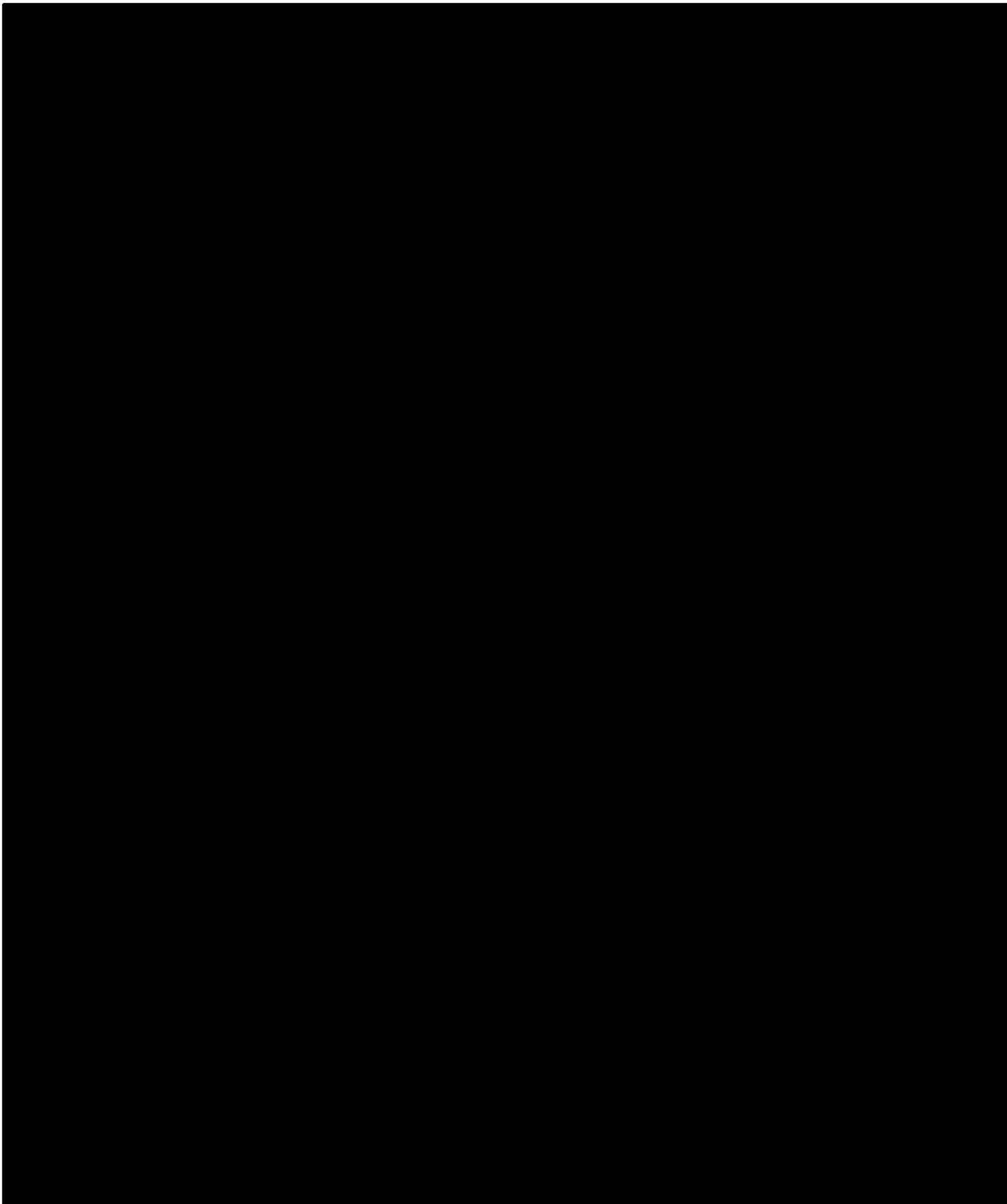
**TABLE B:
TRI-STATE TOLLWAY (I-294) PERMITTING AND
AGREEMENTS RESPONSIBILITY MATRIX**

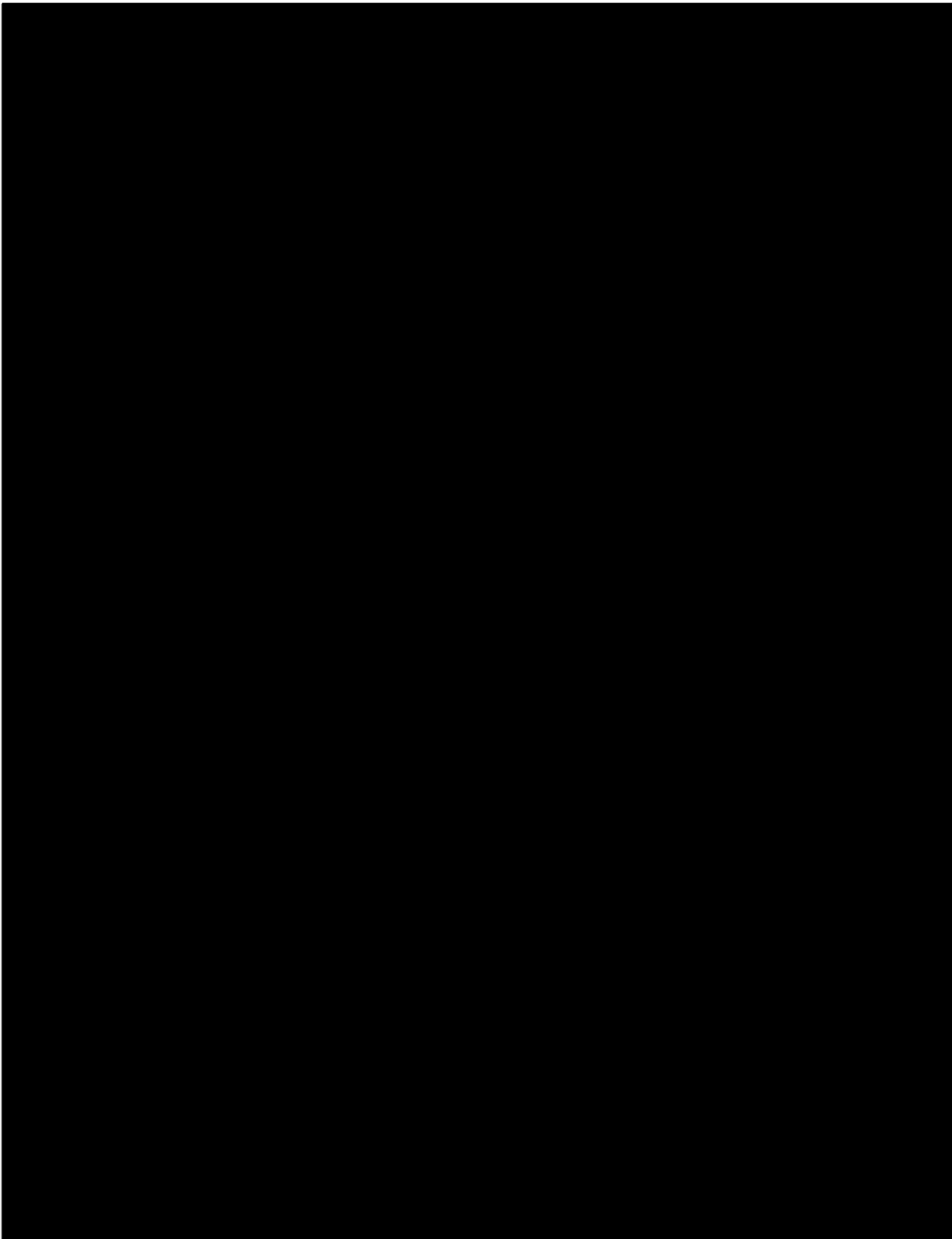






Attachment A





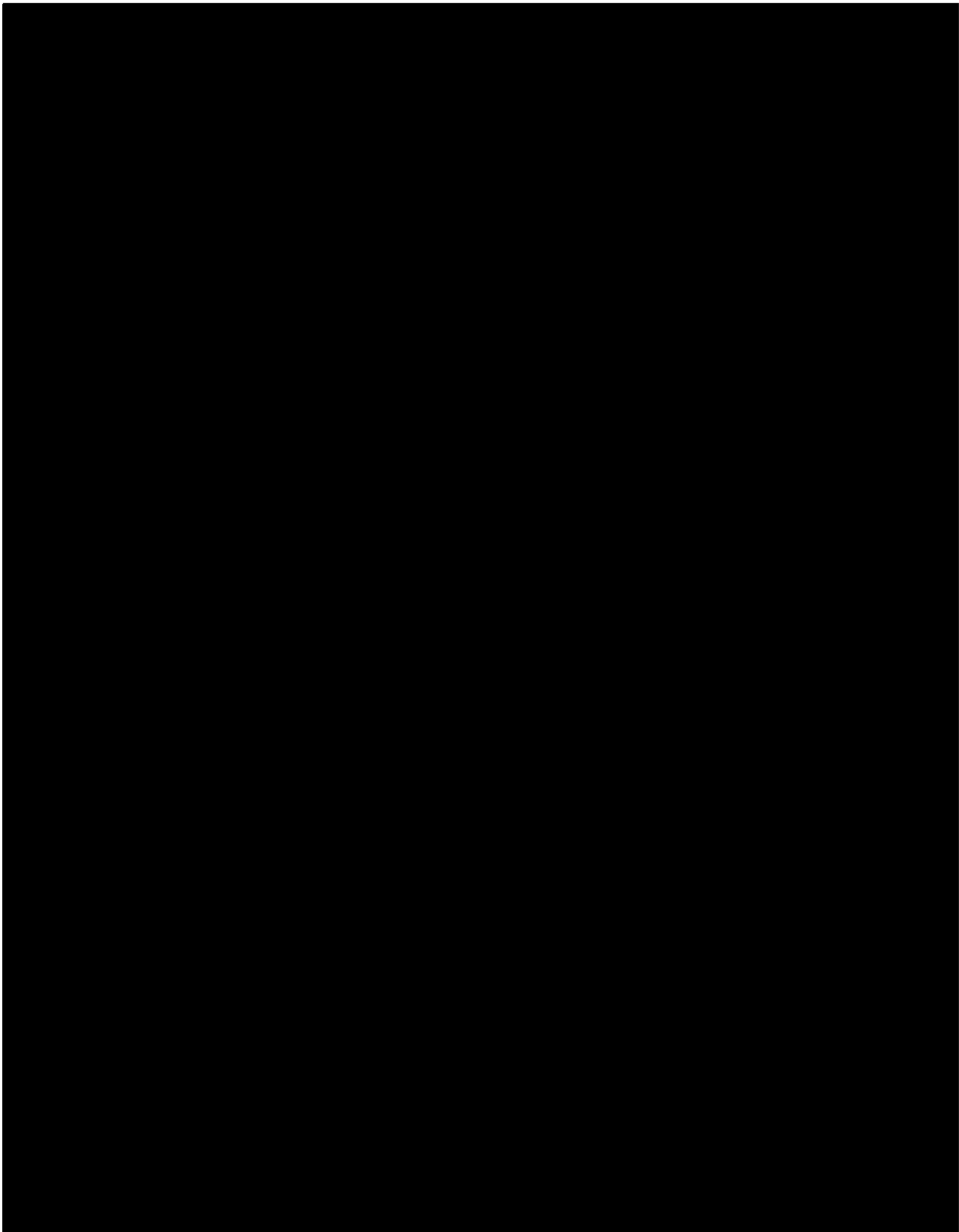


EXHIBIT G

Contract No. I-17-4303

Bowman, Barrett & Associates Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Descriptions of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
PTB 152-004	I-80 from Grundy County Line To US 30	\$4,249,587	\$95,000	12/31/18
PTB 165-008	US 20 at IL 59	\$1,445,502	\$5,000	12/31/17
PTB 168-012	Circle Interchange Phase III	\$4,941,999	\$25,000	12/31/17
I-14-4190	I-90, Roadway, Retaining Wall and Bridge Reconstruction and Widening, West of Higgins Toad to Roselle Road	\$2,626,332	\$15,000	12/31/2017
PSB 14-1, Item 5				
RR-14-4222, PSB 14-3, Item 2	Tri-State Tollway, Bridge Rehabilitation/Reconstruction, Burlington Northern Santa Fe (BNSF) Railroad Bridge (MP 26.6)	\$5,690,618	\$1,844,000	12/31/2019
RR-16-4254 PSB 16-1, Item 7	I-88, Roadway and Bridge Rehabilitation, Design, MP 91.41 (Annie Gildden Rd) to MP 113.3 (IL56) Phase II Engineering	\$2,053,449	\$60,000	12/31/2017

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>Direct Costs</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> </table>	Direct Labor						Direct Costs						Services by Others						Additional Services **						Total this Subconsultant (ULC)		\$	-		
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** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Christopher B. Burke Engineering, Ltd.

Contract Number: I-17-4303

Proposal Date: 10/10/2017

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-17-4303

Consultant: Christopher B. Burke Engineering, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		Grand Total Exhibit A Hours	
AES Verification														195	195
Phase II															
Meetings/Coordination/ Admin													24	24	
TOTALS														219	219

Contract Number: I-17-4303 Consultant: Christopher B. Burke Engineering, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS				
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
AES Verification	195	195	195													585	
Phase II			459	462	462	462	462	462	462	462	462	462	462	462	462	462	4617
Meetings/Coordination/ Admin	64	64	64	64	64	64	64	64	64	64	64	64	64	64	64	64	768
TOTALS	259	259	718	526	526	526	526	526	526	526	526	526	526	526	526	526	5970

Contract Number: I-17-4303

Consultant: Christopher B. Burke Engineering, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
AES Verification Phase II	342	342	342	342	342	342	342	342	342	342	342	342	342	4104
Meetings/Coordination/Admin	64	64	64	64	64	64	64	64	64	64	64	64	64	768
TOTALS	406	406	406	406	406	406	406	406	406	406	406	406	406	4872

Contract Number: I-17-4303

Consultant: Christopher B. Burke Engineering, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
AES Verification Phase II		86		86		86		86		86		86		86	516
Meetings/Coordination/Admin	16		16		16		16		16		16		16		96
TOTALS	16	86	16	86	16	86	16	86	16	86	16	86	16	86	612

Contract Number: I-17-4303

Consultant: Christopher B. Burke Engineering, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
AES Verification Phase II		86		86		86		86		86		86	516
Meetings/Coordination/Admin	16		16		16		16		16		16		96
TOTALS	16	86	16	86	16	86	16	86	16	86	16	86	612

Contract Number: I-17-4303

Consultant: Christopher B. Burke Engineering, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2022												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
AES Verification Phase II	46	46	46	46	46	46	46	46	46	46	47		507
Meetings/Coordination/Admin	18	18	18	18	18	18	18	18	18	16	16		194
TOTALS	64	64	64	64	64	64	64	64	64	64	63	62	701

Contract No.: I-17-4303 Consultant: Christopher B. Burke Engineering, Ltd.

Date: 10/10/2017

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 60 No. OF MONTHS
 SCHEDULED START DATE: 12/1/2017
 RAISE DATE: 1/1/2018
 PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date	Date
12/1/2017 - 12/31/2017	1/1/2018 - 12/31/2018	1/1/2019 - 12/31/2019	1/1/2020 - 12/31/2020	1/1/2021 - 12/31/2021		
1.0	12.0	12.0	12.0	12.0		
60.0	60.0	60.0	60.0	60.0		
1.67% Factor First Period	20.00% Escalation Factor Second Period	20.00% Escalation Factor Third Period	20.00% Escalation Factor Fourth Period	20.00% Escalation Factor Fifth Period		

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date	Date
1/1/2022 - 11/30/2022						
11.0	0.0					
60.0	60.0					
18.33% Escalation Factor Sixth Period						

The escalation factor for this project is: 100.00%

Contract No.: I-17-4303

Consultant: Christopher B. Burke Engineering, Ltd.

Date: 10/10/2017

Escalation Factor: 100.00%
(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES										DIRECT COST OVERTIME PREMIUM	
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Total Estimated O/T Hours:		Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)		
							Average Hourly Rate:	Total Overtime Premium:			
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	500.00					
No	Project Manager	\$40.00	\$70.00	\$65.60	\$65.60	2,800.00					
No	Senior Engineer/Planner	\$40.00	\$70.00	\$53.20	\$53.20	2,800.00					
No	Resident Engineer	\$40.00	\$70.00								
No	Project Engineer/Planner	\$25.00	\$60.00	\$44.80	\$44.80	2,800.00					
No	Staff Engineer/Planner	\$20.00	\$40.00								
No	Engineer /Accountant	\$20.00	\$60.00	\$31.64	\$31.64	1,600.00					
No	Senior Technical Specialist	\$25.00	\$60.00	\$45.25	\$45.25	700.00					
No	Technical Specialist	\$15.00	\$50.00	\$35.50	\$35.50	811.00					
No	Architect	\$30.00	\$70.00	\$52.50	\$52.50	400.00					
No	Realty Specialists	\$20.00	\$70.00								
No	Intern	\$8.25	\$20.00	\$15.00	\$15.00	440.00					
No	Admin/Clerical	\$8.25	\$40.00	\$33.43	\$33.43	135.00					
Total Direct Labor							\$636,314.00				
Total Estimated Work Hours:							12,986.00				
Average Hourly Rate:							\$49.00				

Contract No.: I-17-4303

Consultant: Christopher B. Burke Engineering, Ltd.

Date: 10/10/2017

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	Engineer VI	Michael Kerr	\$50 - \$70
		Jason Souden	
		Thomas Burke	
		Donald Dressel	
		Michael Matkovic	
		George M. Ziegler	
Project Manager	Engineer V	John Caruso	\$40 - \$70
		Peter Harmet	
		Jeffrey Julkowski	
		Bryan Luke	
		Majid Mobasseri	
		Val Racich	
		Gary Rozwadowski	
		Stephen Sugg	
		Martin Worman	
			Enironmental Res Spec V
	Survey V	John Murphy	
	Engineering Tech V	TBD	
Senior Engineer/Planner	Engineer IV	Emily Anderson	\$40 - \$70
		Katrina Ballado	
		Jeffrey Barnett	
		David Buckley	
		Michael Cothard	
		Ilene Dailey	
		Anthony DeRicco	
		Jeana Gowin	
		Matthew Huffman	
		Andrew Pufundt	
		Melissa McGhee	
		Michael Michalowicz	
		Jonathan O'Connell	
		Donald Oliphant	
		Travis Parry	
		Phil Santos	
Luke Sherry			
David Vogel			
	Survey IV	Kenneth Rasmussen	

Contract No.: I-17-4303

Consultant: Christopher B. Burke Engineering, Ltd.

Date: 10/10/2017

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
	Environmental Res Spec IV	Angela Force	
		Julie Gangloff	
		Thomas Kehoe	
		Peter Knysz	
		Thomas McArdle	
		Casey Perry	
	CAD Manager	Alexie Karavakis	
		Peter Magnelli	
		Paul Najarro Jr.	
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Engineer III	Paula Andrews	\$25 - \$60
		Miros Antas	
		Kevin Baldwin	
		James Barbee	
		Michael Burke	
		Christopher Faust	
		Elizabeth Jensen	
		Nicholas Morel	
		Phillip Santos	
		Mark Thomas	
	Survey III	Brian Gillett	
Staff Engineer/Planner			\$20 - \$40
Engineer /Accountant	Engineer I/II	Ryan Billings	\$20 - \$60
		Edmund Burke	
		Brendon deRosario	
		Ryan Duffy	
		Michael Gratzke	
		Bobby Gunnells	
		Douglas Kerr	
		David Kleinwachter	
		Brian Kuilbus	
		John LaPaglia	
		Fancisco Martinez	
		John Miller	
		Andrea Pizzo	
		Daniel Schroeder	

Contract No.: I-17-4303

Consultant: Christopher B. Burke Engineering, Ltd.

Date: 10/10/2017

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
		Matthew Slawitschek	
		Joshua Sitrick	
Senior Technical Specialist	Engineering Technician IV	Gerald Hennelly	\$25 - \$60
		Thomas Szabo	
	Assitant CAD Manager	Michael Goldenberg	
		Elmo Toda	
	CAD Technician II	Fidel Bariso	
		Primo Razalan	
		Eduardo Toda	
Technical Specialist	Environmental Res Spec. III	Megan Briggs	\$15 - \$50
		Eric Japsen	
		Candice Jacobs	
		Brooke Ryan	
		Robert Sliwinski	
	Environmental Res Spec. I/II	Monica Giermek	
		Kurt Hansen	
	Engineering Technician III	TBD	
	Engineering Technician I/II	Ella Sidorczuk	
	GIS Specialist III	David Walters	
	GIS Specialist I/II	Matthew Hayes	
	Survey II	Thomas Wilk	
	Survey I	Alberto Torres	
	Environmental Resource Tech	Kenneth Kopija	
Architect	Landscape Architect	Douglas Gotham	\$30 - \$70
Realty Specialists			\$20 - \$70
Intern	Engineering Intern	TBD	\$8.25 - \$20
	Surveying Intern	TBD	
Admin/Clerical	Administrative Assistant	Paula Bassett	\$8.25 - \$40
		Julie Cahill	
		Heidi Cothard	
		Mercy Lamourt	
		Sharon Lennstrom	
		Kimberly Rocha	
		Mary Veit	

Contract No.: I-17-4303 Consultant: Christopher B. Burke Engineering, Ltd.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. **VEHICLE REIMBURSEMENT - rate based on link below**
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- B. **ALLOWABLE DIRECT COSTS - based on link below**
http://www.illinoistollway.com/documents/10157/2389762/12_LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_10012013.PDF
- C. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

DIRECT COST CATEGORY

Railroad Flaggers
Permits

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)	\$34,604.76
--	--------------------

ALLOWABLE DIRECT COSTS

10.01.2013

Effective for contracts awarded on or after October 1, 2013, the following costs are allowable when requested by the Department and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Vehicle Rental	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day
Vehicle Half-day Rate	\$32.50/half day
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography and mapping	Actual Cost
Utility exploratory trenching	Actual Cost

ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- **Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

Cell Phones	Unallowable
Radio Communication	Actual Cost
2-way Radio	Actual Cost

Vehicles (Only for Vehicles assigned to project)

Rental (Daily Rate Only) - Including Tolls	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day

The number of days will be calculated as follows:

For extended stay** - Number of days on job site plus one

Day to travel to and from job site

Weekly (hotel) – Number of days on job site plus one day to

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

**Extended Stay Status applies to individuals on the project over 20 Consecutive working days. The decision whether individuals will stay over the weekend will be made after the Contractor's schedule is available and shall be made jointly by the Consultant Liaison and the IDOT Resident.

NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CSE Manual allowance.

Contract No.: I-17-4303

Consultant: Christopher B. Burke Engineering, Ltd.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Michael Kerr, PE

Project Engineer: Jason Souden, PE

Project Drainage Engineer: Jonathon O'Connell, PE

Drainage Engineer: Ilene Dailey, PE

Drainage Engineer: _____

Drainage Engineer: _____

Environmental: Jedd Anderson, PWS, CWS, CPESC

Erosion Control: _____

Landscape: _____

Others: Name: John Caruso, PE

Classification: QMP Lighting/ITS

Name: _____

Classification: _____

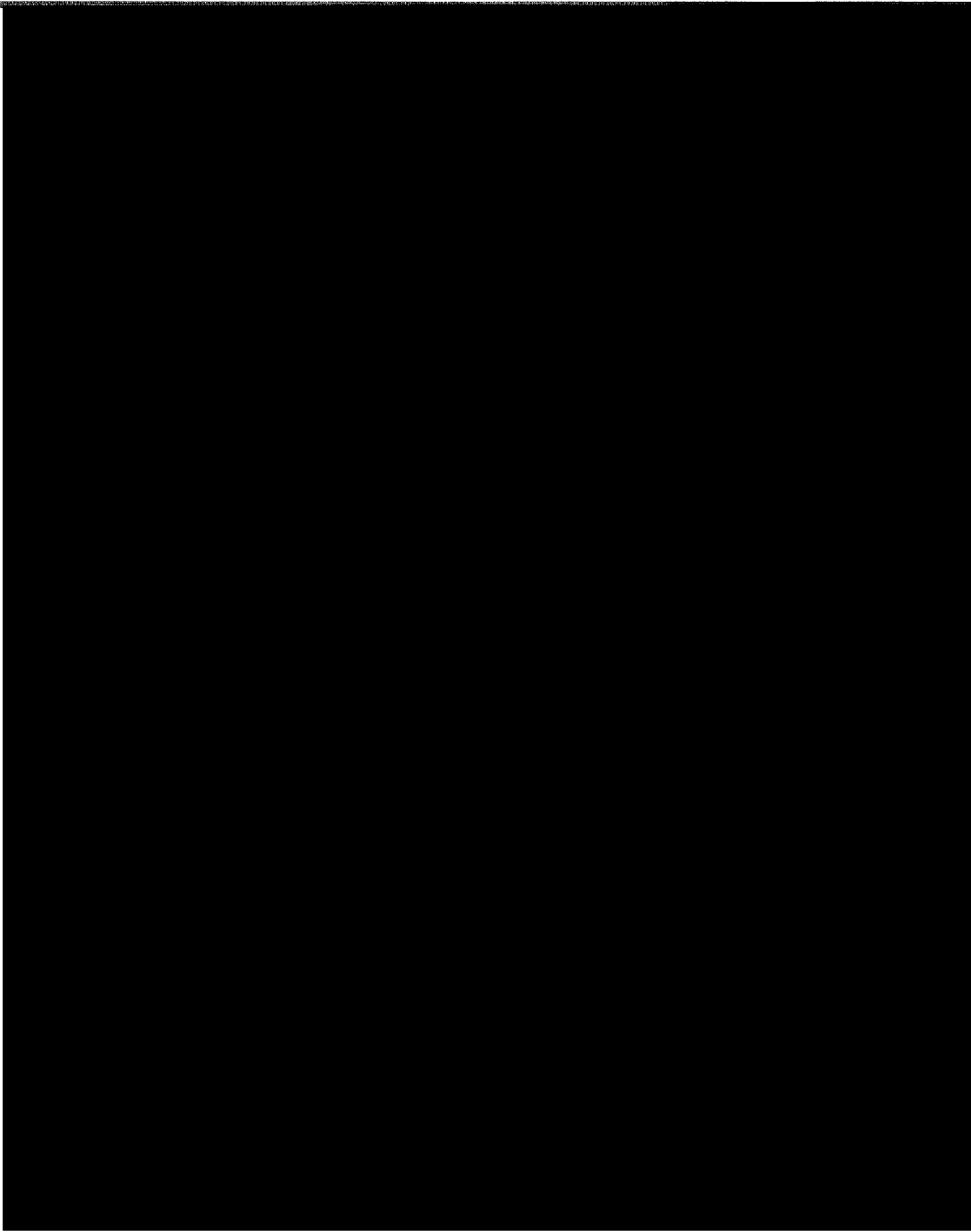
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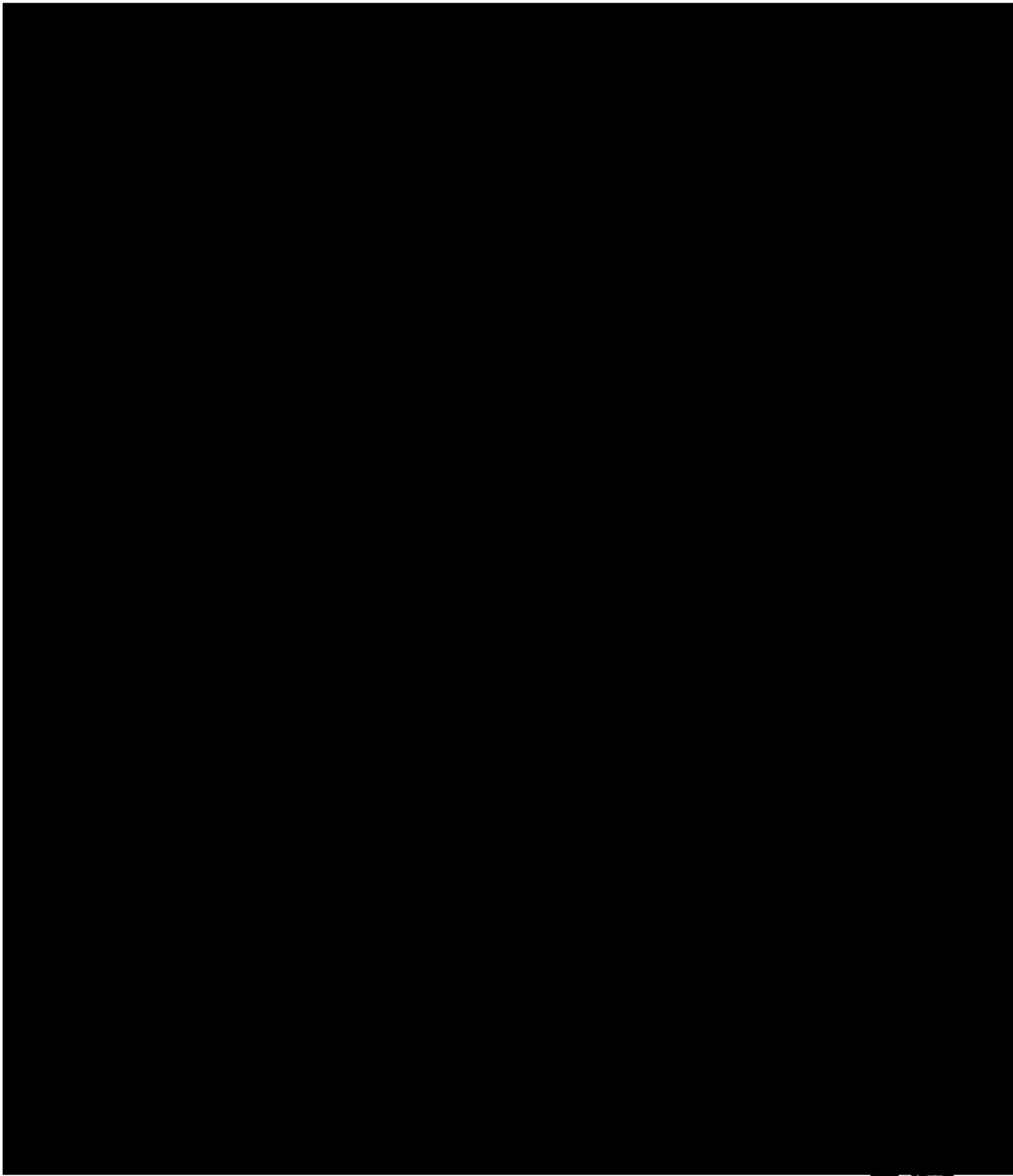
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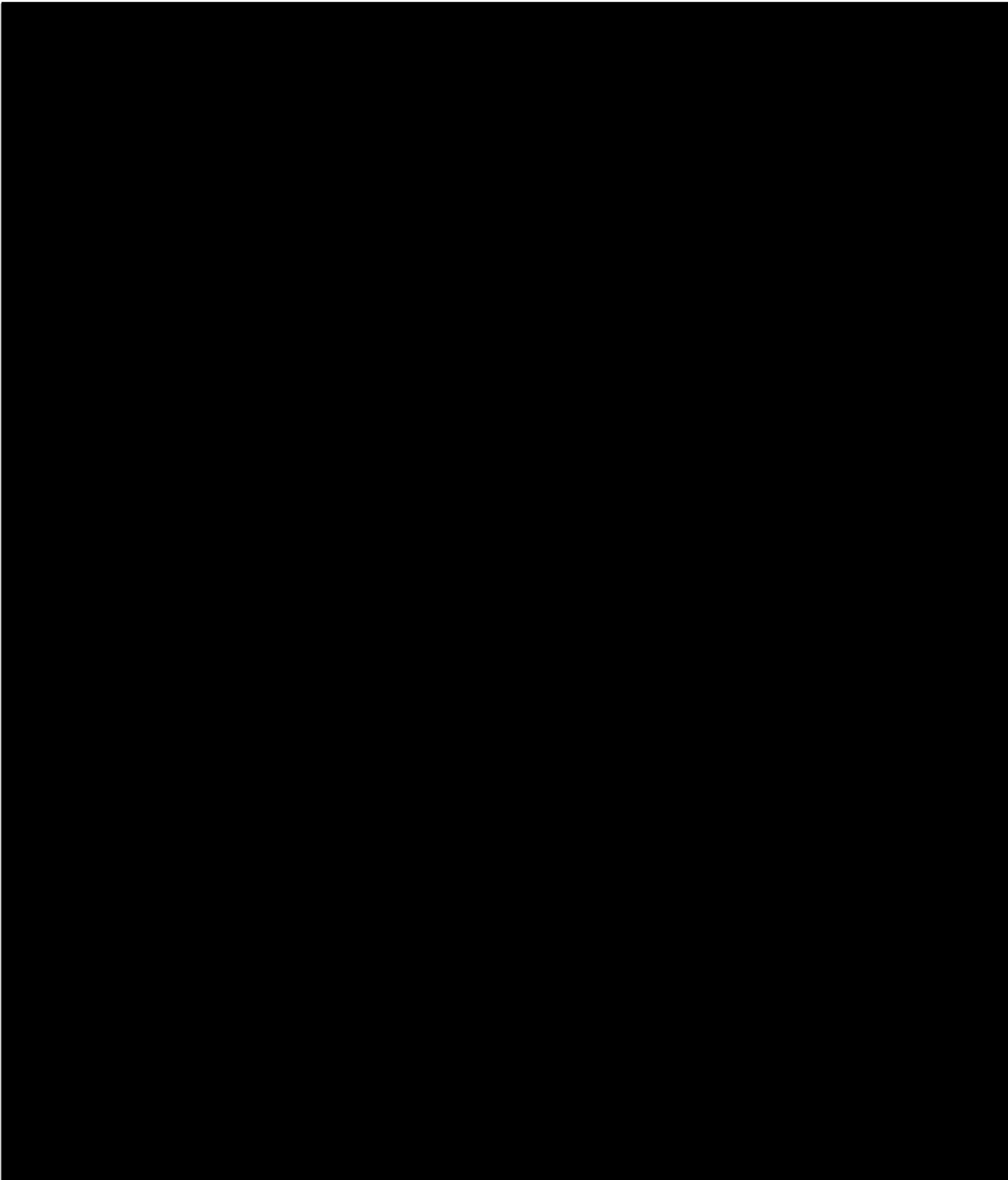
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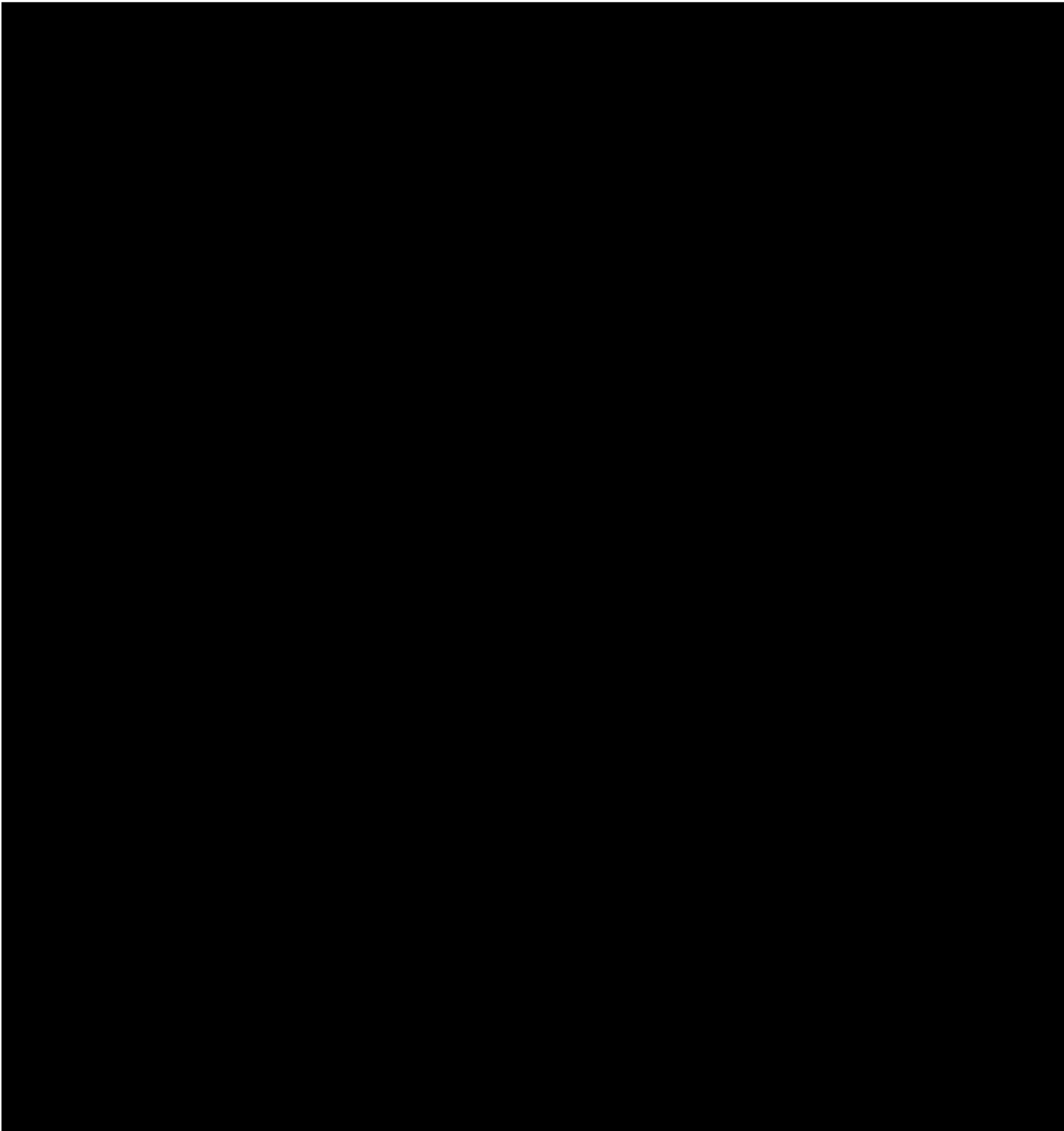
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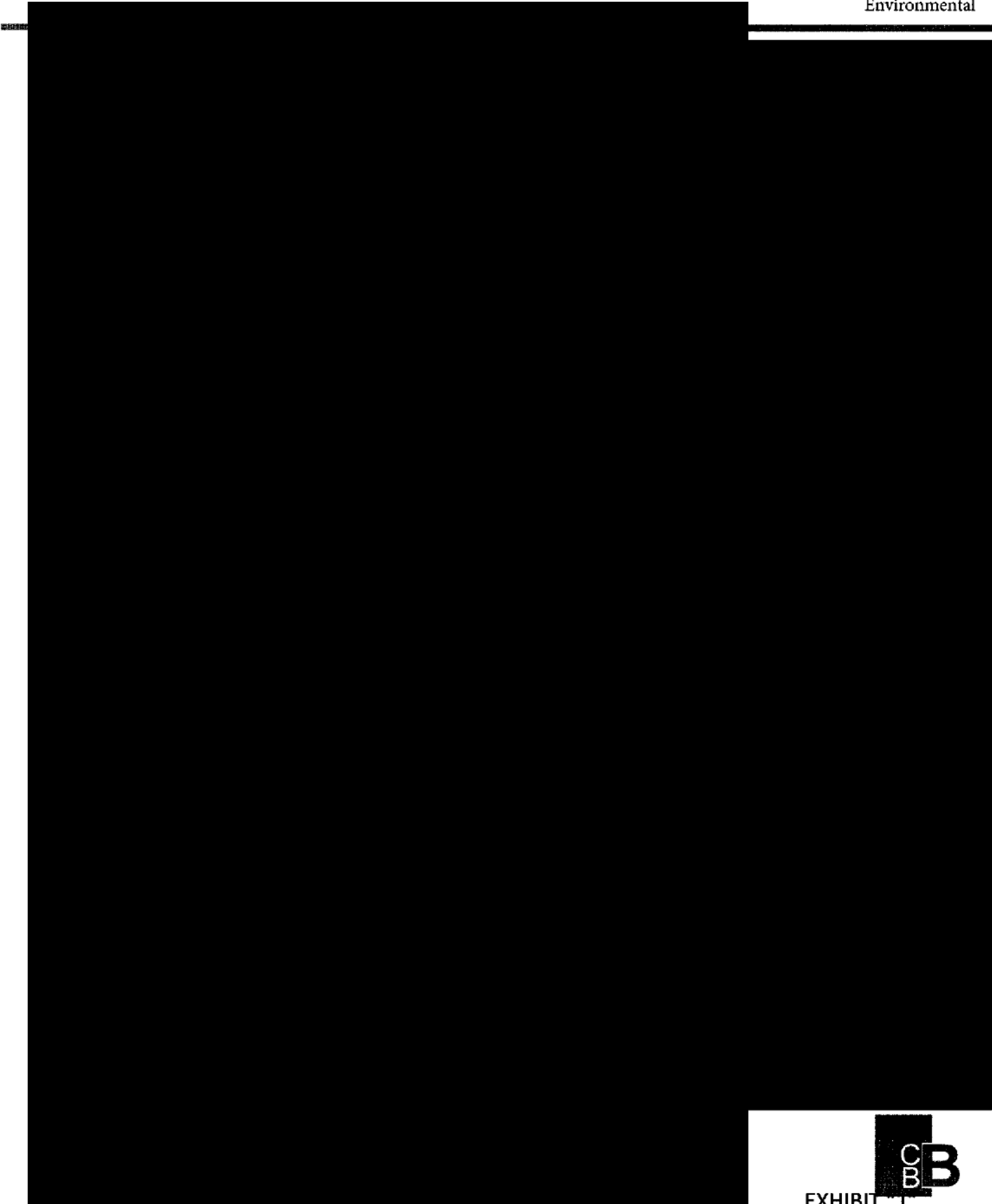


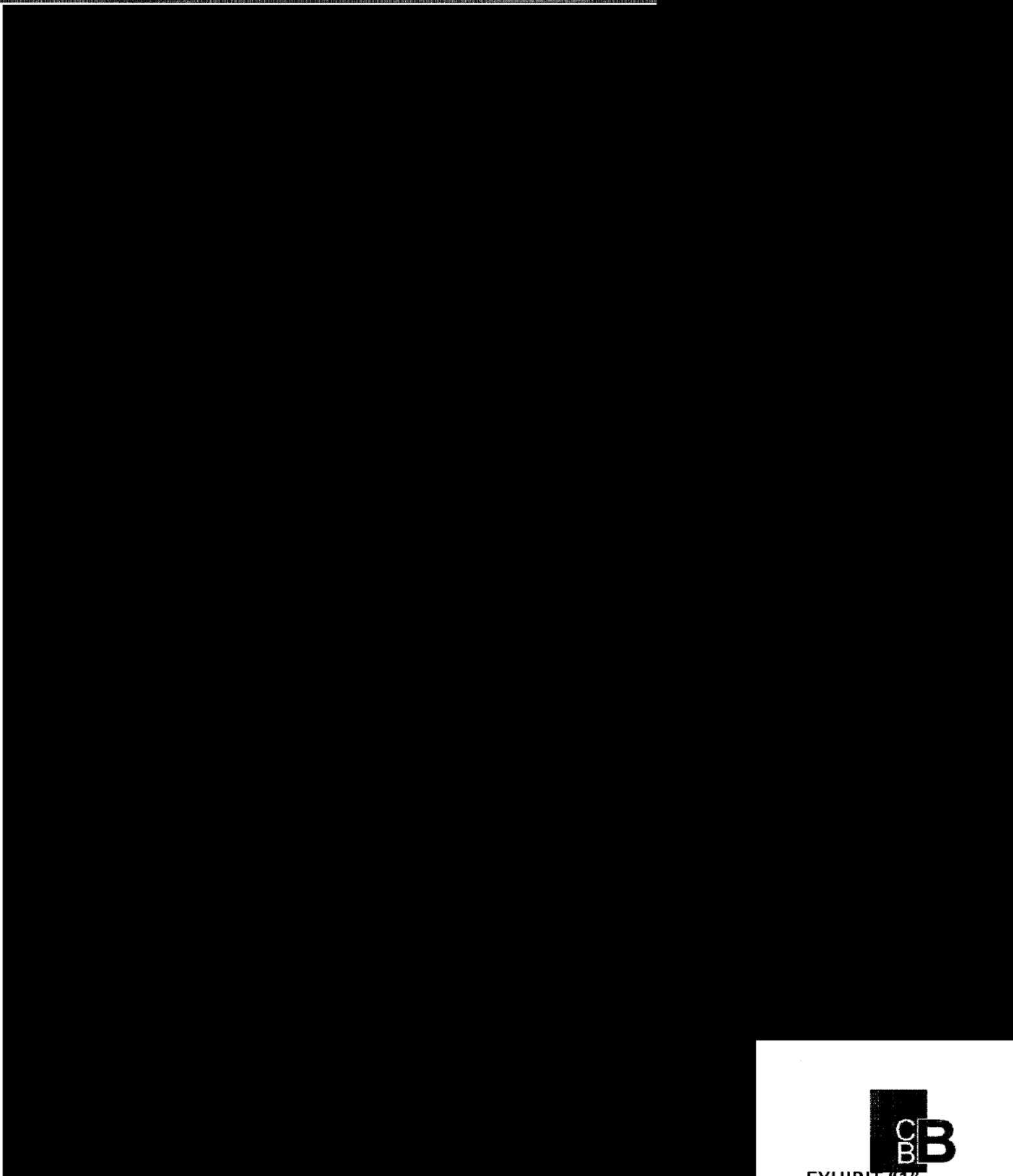












APPENDIX TO EXHIBIT F

Contract No. I-17-4303

Christopher B. Burke Engineering, Ltd.

SCOPE OF SERVICES

Each firm will be bound to the Tollway's Exhibit F Scope of Work as prepared by the Tollway. Each firm will perform only work they are qualified to perform to the professional Standard of Care level required by the Tollway. Work tasks will be assigned by the combined management team consisting of Bowman, Barrett & Associates Inc. and Christopher B. Burke Engineering, Ltd., as required to meet the expectations of the Tollway for this project.

Exhibit F

Scope of Work

**Tri-State Tollway, Roadway Reconstruction and Bridge Rehabilitation,
O'Hare Oasis (M.P. 37.8) to Balmoral Avenue (M.P. 40.0)**

Contract No. I-17-4303

Illinois State Toll Highway Authority

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I. PROJECT DESCRIPTION

This project is to prepare Phase II engineering services for the preparation of contract plans and specifications and project related permits for the proposed improvements including, but not limited to, reconstruction of the Tri-State Tollway (I-294) between O'Hare Oasis (M.P. 37.8) and Balmoral Avenue (M.P. 40.0).

The scope of proposed improvements includes roadway design, reconstructing / rehabilitation of bridges, retaining wall design, noise wall design, new drainage structures and modification of existing drainage system, erosion control for all construction zones, design of appropriate landscape and soil erosion/sedimentation control measures as necessary, pavement markings, delineators and signage, barrier warrant analysis and installation of guardrail, anchors and terminal, update roadway lighting, maintenance of traffic, protection and relocation of utilities, and other appurtenant and miscellaneous construction.

II. ITEMS OF WORK TO BE INCLUDED IN CONTRACT I-17-4303

The Design Section Engineer's (DSE) services under Contract I-17-4303 shall consist of Phase II engineering services for the above described project, together with the identification of potential utility conflicts as per the requirements of the Illinois Tollway Design Section Engineer Manual, as amended by the Illinois Tollway, and herein specified. The design criteria and policies, Standard Specifications, materials, and construction requirements of the Illinois State Toll Highway Authority shall apply to all portions of the improvement under Illinois Tollway jurisdiction. The design criteria and policies, materials, and construction requirements of the Illinois Department of Transportation shall apply outside the Illinois Tollway jurisdiction area.

This contract may develop construction packages as follows:

1. Mainline contracts from O'Hare Oasis to Balmoral Avenue.
2. An additional construction contract.

Master Plan and Advanced Engineering Studies (AES) has been performed by Illinois Tollway Contracts RR-14-4221, RR-14-4222, RR-14-4223 and RR-14-4224. The DSE will review the advanced engineering studies design geometry within the project limits and provide concept design plans for necessary refinements which will include the recommended horizontal geometry and vertical profile in accordance with the Illinois Tollway Design Section Engineer Manual, latest edition, as amended by the Illinois Tollway, and as otherwise noted below, which shall include, but not be limited to, the following:

A. CONCEPT DESIGN VERIFICATION REQUIREMENTS

The DSE will be responsible for reviewing the AES documents completed to date as referenced above and providing concept (30%) design deliverables as further defined herein.

The DSE review of AES documents prepared to date shall include, but not necessarily be limited to, the following:

1. Project scope
2. Project budget. The DSE shall review and validate the AES cost estimate and provide an updated concept (30%) level cost estimate based on recommendations from the AES verification.
3. Project schedule. The DSE shall confirm or provide a recommended construction schedule for proposed construction contract package(s) within the contract limits. The DSE shall coordinate with the DCM to ensure that schedules are supported and can be accommodated within the overall Tri-State Tollway Master Corridor Schedule.
4. Project concept review including geometrics, right-of-way requirements, materials, maintenance of traffic, drainage, number of construction contracts, design criteria, cost benefit analysis, alternatives analysis, and all other appurtenant and miscellaneous items.
5. Design Criteria Review. The DSE shall review the current Illinois Tollway Design Criteria and evaluate the impact of updating the concept submittal prepared to date to be in conformance with the current design criteria.
6. Design Deviations prepared to date. The DSE shall coordinate with the DCM and adjacent Tri-State Tollway DSE sections to confirm whether or not deviations are still required.
7. Review of corridor roadway lighting design concept by I-17-4308 DSE.
8. Evaluation of Roadside obstacles in accordance with the Illinois Tollway Traffic Barrier Guidelines, latest edition. The DSE will prepare a strip map which identifies all areas of concern and meet with the Illinois Tollway and DCM to confirm expected level of analysis to be performed as part of the Barrier Warrant Analysis for each contract.
9. Review of utility coordination and utility studies performed to date, perform a field review and submit Notice of Interference forms. The DSE is responsible for utility coordination in accordance with the Illinois Tollway DSE Manual.
10. Review of AES environmental documents to confirm potential issues related to wetlands, waterways, biological, cultural, noise, air, hazardous/special waste, pedestrian/bike accommodations, land use, zoning, etc. Review of ESA investigations and recommendations performed by others.
11. Review coordination with IDOT, FAA, regulatory, utility companies, and local agencies performed to date and confirm commitments and future required action including identification of agreements and municipal/county design issues. Coordinate installation of the FOC duct package system with the Tollway's Fiber Optic Management Vendor.
12. Review of available survey information furnished by the DCM and confirmation of completeness or need for additional information. DSE responsibilities with regard to Field Survey services outlined in Section III.

B. CONCEPT SUBMITTAL REQUIREMENTS

The DSE review of the AES referenced above shall include preparation and submittal of a Concept Design Review Technical Memorandum which includes items identified in II. A. above and includes the following:

1. The DSE shall confirm and concur with the following or provide recommendations for proceeding during preliminary and final design:
 - a) Scope of Work.
 - b) Construction Contract Schedules.
 - c) Right of Way Requirements.
 - d) Construction Contract Packaging.
 - e) Advanced Engineering Studies Environmental Commitments.
2. Operating budget impact analysis (impact to Illinois Tollway Maintenance, Illinois Tollway Traffic Operations, Illinois Tollway Business Systems).
3. Identification of signing requirements and coordination of needs with the Illinois Tollway Sign Shop through the Design Corridor Manager (DCM).
4. Review of the AES design documents prepared to date including submittal of a technical memorandum detailing findings and providing recommendations for advancement to preliminary (60%) design.
5. A visual pavement condition survey of existing roadways within the limits of the proposed improvements.
6. Review and validate the Maintenance of Traffic AES Plan.
7. Update and submit right of way and utility requirements for each construction contract. The right of way requirements shall be submitted on plan drawings and shall include all permanent right of way and permanent and temporary easements the DSE deems as being required for construction of the proposed improvements. Identify ROW parcels to be acquired that affect utility relocations and establish priorities for acquisition.
8. Provide a construction contract packaging schematic and concept level design and construction schedule for contracts for which the DSE is responsible.
9. Prepare Signing Strip Maps by construction contract which are applicable to interim phases of construction and operation of independent tollable segments of roadways.
10. The DSE will review drainage concepts as necessary and any updated concepts completed since that date. The DSE will confirm the nature of the required improvements, the intent of the proposed design and verify compliance with the established design criteria.
11. Review and validate Aesthetics recommendations.
12. The DSE will prepare exhibits and renderings as needed to assist with public outreach.

In addition, the DSE shall perform the following during this phase:

1. Coordination of any additional right of way requirements through the DCM. The DSE shall be responsible for ensuring that right of way acquisition activities are consistent with contract schedules.
2. Coordinate installation of the FOC duct package system with the Tollway's Fiber Optic Management Vendor.
3. Identify any additional required design deviations. When a design deviation is sought, the DSE will start a Request For Design Deviation to Criteria (F4000.05). If agreed upon the form will be completely filled out and signed by all parties listed for signature.
4. The DSE shall review utility coordination performed to date, verify potential conflicts for the project through concept design and complete Notification of Interference forms for all anticipated utility interferences.
5. The DCM will prepare a comprehensive inventory of agreements for the overall project including railroad agreements. The DCM will be responsible for securing railroad agreements with technical support from the

DSE. The DSE will review and confirm the overall agreements inventory as identified by the DCM and support the DCM in securing other required agreements in conformance with the established schedule, including preparation of agreements not being prepared by the DCM (see Table B).

6. The DCM will coordinate system-wide design implementation. The DSE will incorporate site specific design services provided by others as specified in the Illinois Tollway DSE Manual, amended by the Project-wide All Electronic Tolling and Intelligent Transportation Systems Design Criteria document, latest version.
7. Permitting requirements, potential utility conflicts, and required railroad, intergovernmental and utility agreements shall be identified.
8. The DSE will prepare Bridge Type Studies and Retaining Wall Type Studies during this phase of the work. Upon approval of these recommendations Type, Size, and Location Drawings for bridges, retaining walls, and culverts will be prepared. An updated proposed profile will be prepared by the DSE reflecting proposed refinements resulting from structural recommendations (TS&Ls) and through coordination with the adjacent DSEs are necessary.
9. Structural Geotechnical Reports (SGR) for proposed structures in accordance with the Illinois Tollway Geotechnical Manual, latest edition, as amended by the Illinois Tollway.
10. Concept Plan Legacy Comment Review. The DSE shall review unresolved comments received pertaining to the Concept Design Plans from involved agencies. Comments applicable to Contract I-17-4303 shall be compiled and presented in the technical memorandum.
11. Review of corridor roadway lighting design concept by I-17-4308 DSE.
12. Evaluation of Roadside obstacles in accordance with the Illinois Tollway Traffic Barrier Guidelines, latest edition. The DSE will prepare a strip map which identifies all areas of concern and meet with the Illinois Tollway and DCM to confirm expected level of analysis to be performed as part of the Barrier Warrant Analysis for each contract.

C. PRELIMINARY AND FINAL DESIGN ENGINEERING

1. ROADWAY REQUIREMENTS

- a. Utilize existing aerial mapping, including contours for developing exhibits, right-of-way analysis, etc.
- b. Identify utility impacts on construction, right-of-way, costs, and project schedule. Supplemental SUE services shall be performed by the I-17-4303 DSE.
- c. Identify and establish priority of right-of-way parcel acquisition needed for utility relocation and advance work needs within the project limits.
- d. Conduct supplementary survey as required.
- e. Develop maintenance of traffic and construction staging options for each alternative and corresponding progress schedules. The maintenance of traffic shall be submitted to agencies having jurisdiction over proposed roadways included in the plan for review prior to advancement of subsequent phases of design. The plan shall also be coordinated with adjacent design sections.

2. DESIGN AND PLAN PREPARATION – DETAILED REQUIREMENTS

During this phase, the DSE shall perform designs and prepare contract plans and documents for implementation of the project improvements, to include, but not be limited to, the following:

- a. Design services for preparing contract plans, special provisions and estimates for the Tri-State Tollway (I-294) Roadway Reconstruction between O'Hare Oasis to Balmoral Avenue.
- b. Performing Bridge Type Studies for new bridges proposed to be constructed. The use of Accelerated Bridge Construction (ABC) techniques will be considered as part of the studies.
- c. Perform Type, Size, and Location (TS&L) drawings for new bridge and retaining wall construction.
- d. Performing Wall Type Studies for new retaining wall design construction.
- e. Perform design services for noise walls.
- f. Performing analyses for new drainage structure installation and modification of the existing drainage system.
- g. Provide design of sediment and erosion control for all construction zones.
- h. Provide design of appropriate landscape and soil erosion/sedimentation control measures as necessary in accordance with the Illinois Tollway Environmental Studies manual.
- i. Design services for preparing contract plans and special provisions for installation of pavement markings, delineators, and signage for the contract limits.
- j. Provide barrier warrant analyses for all necessary locations and installation of guardrail, anchors and terminals to conform to the current AASHTO Guidelines and Illinois Tollway criteria.
- k. ITS/Fiber/AET Scope. The scope anticipated to be included as part of the construction contract(s) to be limited to the installation of IPDC foundations, ITS Gantry and DMS foundations, and the underground backbone duct package along the roadway corridor which will contain power and fiber optic cable installed under separate contract(s). ITS device design shall be performed under separate contracts. The I-17-4303 DSE will be required to coordinate with the DCM and I-17-4307 DSE for Advance ITS and Fiber Relocation to ensure operational and communication requirements are fulfilled for each stage of MOT. The I-17-4303 DSE shall be required to coordinate with the DCM and I-17-4308 DSE to ensure that final ITS device design is in conformance with the corridor requirements, and all assets are properly transferred between contracts.
- l. Electrical design services for updating existing roadway and underpass lighting and installing new roadway and underpass lighting as required by the Illinois Tollway Lighting Standards, design criteria, and corridor roadway lighting master plan. Coordinate with the DCM and I-17-4308 DSE for the corridor roadway lighting master plan. The I-17-4303 DSE will design temporary lighting, provide for the maintenance of existing/temporary lighting, and will determine the actual locations of, and prepare contract plans, special provisions, and estimates for the temporary and final roadway and underpass lighting.
- m. Perform detailed design for all overhead, cantilever, and ground mounted sign structures within the contract limits.
- n. Provide maintenance of traffic plans including those for impacts to local facilities.

- o. Utility coordination for protection and / or relocation of utilities.
- p. Provide assistance to and backup materials for the preparation of all required permits by the DCM.
- q. Perform geotechnical studies.
- r. Prepare all required permits.
- s. Perform INVEST planning and design evaluations.
- t. Perform environmental studies. Phase I Environmental Site Assessments (ESAs) were prepared by others. These shall be reviewed for content and Phase II Environmental Site Assessments are to be prepared including environmental borings and analysis. The DSE will further prepare all designs required for remediation recommendations resulting from the ESA and Remedial Action Plan (RAP).
- u. Coordination with the Illinois Tollway and DCM with regard to environmental issues including, but not limited to USACE, IEPA, NPDES, IDNR-OWR. The following tasks have been or will be completed and will be provided to the DSE: Biological Resource Review, Wetland Delineation, Cultural Resource investigation, Stream/Water Quality Investigation, tree transect survey, Special Waste Assessment, and Traffic Noise Analysis. The DSE will be responsible for performing detailed tree classification surveys. The DCM will prepare a comprehensive inventory of required permits for the overall Tri-State Tollway (I-294) project, secure select permits and approvals (including FAA approval and corridor-wide 404/401 permits), and support coordination of other required permits to be secured by the DSE. See Table B for information regarding permitting responsibilities. Required permit submittals for the project include, but are not limited to: approval from Federal Aviation Administration; permits from the U.S. Army Corps of Engineers, Illinois Environmental Protection Agency, Illinois Department of Natural Resources, U.S. Fish and Wildlife, Metropolitan Water Reclamation District, IDOT, Local Agencies, Local Soil and Water Conservation Districts, Local Forest Preserve Districts, Railroads, etc. The DSE will review and confirm the overall permits inventory as identified by the DCM. The DSE will support the DCM in securing other required construction permits in conformance with the established schedule, including preparation of permits not being prepared by the DCM. The DSE will be required to furnish plans, calculations, etc. as required for permit submittals. The DSE shall coordinate permit requirements with the DCM throughout the design phase. The DSE shall be responsible for ensuring that permit submittals and approvals are consistent with contract schedules.
- v. All other appurtenant and miscellaneous items. The following structures are included in this project:
 - Culvert 394C: Sister Stream: One mainline structure
 - Bridges 393/394: Irving Park Rd.: Two mainline structures
 - Bridge 394A: Irving Park Rd Ramp A: One ramp structure
 - Culvert 393C: Crystal Creek: One mainline structure
 - Bridges 389/390: Lawrence Avenue: Two mainline structures
 - Bridges 391/392: Soo Line Railroad: Two mainline structures
 - Bridge 363: Balmoral Ave.: One crossroad structure
- w. All other appurtenant and miscellaneous items.
- x. Following submittal of the Preliminary design plans, the Designer will participate in a Value Management Study. The VMS will be conducted by the DCM following preliminary submittal. The Designer will prepare exhibits, have key staff participate in the VMS, review the VMS finding, prepare

- responses and dispositions for all findings, and implement into their design any recommended findings which are accepted by the Tollway.
- y. The DSE will include a review of the following contracts prepared by others to confirm that the design is compatible with that of the I-17-4303 design section:
 - i. Tri-State Tollway Roadway Reconstruction Contract I-17-4302

3. FINAL DESIGN SERVICES AND SUBMITTALS REQUIRED

Preparation of preliminary, pre-final, and final contract documents, special provisions, design and quantity calculations, and construction schedule to be reviewed by the Illinois Tollway.

1. The DSE must have MicroStation capabilities. All final documents shall be submitted in hard copy and electronic format and follow the Illinois Tollway CADD STANDARDS Manual.
2. The DSE shall coordinate and incorporate all requirements of other design contracts impacting this project, if any. The DSE shall meet with other DSE's and the DCM as often as required to ensure the final contract documents of all contracts relating to the limits are coordinated.
3. The DSE shall be responsible for coordinating designs with the DCM and the Illinois Tollway User Departments, including but not limited to, Toll Services, Traffic Operations, and Maintenance and Business Systems.
4. Maintenance of traffic and construction staging.
5. The DSE will be responsible for preparing and coordinating construction cost estimates with the DCM and the Illinois Tollway in accordance with the Illinois Tollway DSE Manual. The DSE is responsible for tracking the scope and cost estimate for construction contracts and coordinating changes with the DCM and the Illinois Tollway throughout the design phase. Final construction cost estimates will be developed by the DSE.
6. If required, preparation of plats of acquisition and associated legal descriptions.
7. All other submittals as required in the Illinois Tollway DSE Manual.
8. The DSE shall utilize the new Illinois Tollway stationing. Stationing of existing appurtenances shall be approximated from existing stationing and digital ortho imagery information.
9. Coordinate with the Illinois Tollway Project Manager and DCM on sending individual letters to municipal, township, county, and railroad officials with jurisdictional boundaries adjacent to the study area. Allow interested officials to review concepts under the Illinois Tollway consideration and comment on community issues of concern or support.
10. Coordinate with the Illinois Tollway Project Manager, the DCM, and the Illinois Tollway Planning Division on meeting with individual property owners, neighborhood groups, and their local officials as required to address their questions or concerns regarding indirect project impacts.
11. Submit DSE Quality Management Plan within 14 days of Notice to Proceed.
12. The DSE is responsible for submittal of documents required during contract advertisement and as required for contract addenda in accordance with the Illinois Tollway DSE Manual. The DSE shall coordinate with the DCM and Illinois Tollway as necessary.

13. Provide required information to support the Illinois Tollway's coordination activities with the Tri-State Tollway (I-294) Local Advisory Committee.

D. STRUCTURAL CONSTRUCTION

1. Perform cursory inspection of structures that are to be rehabilitated to provide repair recommendation verification to supplement the Bridge Condition Report.
2. The DSE will prepare Bridge Type Studies for new bridges proposed to be constructed.
3. The DSE will prepare Wall Type Studies for new retaining walls proposed to be constructed.
4. The DSE will prepare Type, Size, and Location plans for proposed bridges (see Table A), retaining walls and culverts as required within the project limits.
5. The DSE will prepare contract plans and specifications for proposed bridges (see Table A), retaining walls, and culverts as required within the project limits.
6. The DSE will prepare contract plans, special provisions and estimates for IPDC foundations and ITS Gantry and DMS Foundations within the project limits.

E. DRAINAGE

1. The existing drainage facilities as represented in the concept plans and available Tri-State Tollway (I-294) as-built plans will be reviewed by the DSE to determine level of completeness and to identify potential additional drainage survey requirements. The DSE shall inspect existing storm drainage pipes to remain for condition assessment.
2. Drainage calculations including culvert and storm sewer sizing will be provided by the DSE.
3. Analysis of alternatives for the proposed drainage system will be required by the DSE. Anticipated alternatives include the staging of the proposed drainage improvements, detention alternatives, and best management practices as applicable. The prior drainage calculation reports from the concept plans and Tri-State Tollway (I-294) reconstruction will be provided for starting background.
4. The proposed right-of-way and easement requirements will be evaluated to accommodate the proposed drainage design.

F. ENVIRONMENTAL STUDIES AND REPORTS

1. Determine and evaluate potential environmental impacts. Precautions should be taken to limit wetland impacts to those presented in the Section 404 permit application submitted by the DCM and which was the basis for the USACE Section 404/IEPA Section 401 water quality certification authorizations issued for the Tri-State Tollway (I-294) project. The DSE shall coordinate immediately with the DCM if design changes result in an increase in impacts as coordination with regulatory resource agencies would be required.
2. Completion of Part II Environmental Studies Inventory Sheet (ESIS). Part I was evaluated during the Master Plan Phase. Therefore only Part II shall be submitted with preliminary plans.
3. Evaluate and develop sediment and erosion control plans/measures if necessary.

4. Preparation of plans as required for USACE review of resource impacts and shall include appropriate details including grading plans, soil erosion and sediment control plans, Best Management Practices plans, existing and proposed drainage plans, and wetland/waters mitigation plans.
5. Prepare Phase II ESA in accordance with the Illinois Tollway Environmental Studies Manual, latest edition, and ASTM E1903 Standard Practice for Environmental Site Assessments, Phase II as applicable. Prepare a Remedial Action Plan in accordance with the aforementioned criteria as applicable and in accordance with IEPA requirements for Site Remediation Programs. Prepare a Remedial Action Plan (RAP) in accordance with the aforementioned criteria as applicable and in accordance with IEPA requirements for Site Remediation Programs.

G. MAINTENANCE OF TRAFFIC

The DSE shall prepare Maintenance of Traffic deliverables in accordance with the Illinois Tollway Design Section Engineer Manual, latest edition, as amended by the Illinois Tollway. The maintenance of traffic plans and studies shall provide for protection and maintenance of the Illinois Tollway and crossroad traffic, and maintenance of toll operations during construction. The DCM shall coordinate traffic staging and maintenance of traffic for the corridor with the individual DSEs for the project. The coordination shall include ensuring that regional impacts are minimized and to ensure that traffic is maintained during construction. Contract completion dates shall be coordinated between design contracts. The existing number of traffic lanes shall be maintained on the mainline in each direction on the Tri-State Tollway (I-294) between O'Hare Oasis (M.P. 37.8) to Balmoral Avenue (M.P. 40.0) during peak hours.

H. UTILITIES

1. The DSE shall coordinate with utility companies and with the DCM throughout the design phase. The DSE shall be responsible for ensuring that utility relocation activities are consistent with contract schedules.
2. The DSE will be required to provide a copy of the agency utility contact log on a monthly basis.
3. Verify location of existing communications cables and utilities with respect to the proposed improvements.
4. All utilities coordination shall be performed in accordance with the Illinois Tollway DSE Manual, specifically with requirements of Subsection 4.5.18 and Section 6.

I. GEOTECHNICAL

1. For the bridges, retaining walls, noise walls, culverts, sign structure, IPDC, ITS Gantry and lighting foundations, the DSE will select proposed boring locations for approval by the Illinois Tollway. The DSE shall review the borings obtained in Phase I. The DSE will provide a boring map to the DCM. If required, the DSE will be responsible for providing information to the DCM as required for obtaining right of entry and permits to perform any subsurface exploration.
2. The DSE will provide subsurface exploration, utility checks, laboratory testing, and a Soil survey report. If required, pavement corings will be taken at locations

selected by the DSE to gather information for the pavement design. The pavement design for local system roadways will be provided by the agency having jurisdiction of the roadways and the Illinois Tollway will determine mainline and ramp pavement section designs for toll roadway pavements. The DCM will provide applicable agencies and the Illinois Tollway with information necessary for designing pavement sections.

3. The DSE will prepare Structural Geotechnical Reports (SGR) that summarizes the exploration and studies described above. The SGR will follow the Illinois Tollway SGR procedure. The SGR contains geotechnical recommendations related to bridge foundations, retaining wall foundations, slope walls, side slopes, pavement, sign structure, ITS Gantry, lighting foundations, and traffic signal foundations.

III. DESIGN SECTION ENGINEER'S (DSE's) SERVICES

A. EXECUTION OF ENGINEERING SERVICES

1. The DSE shall furnish services in accordance with the articles contained in the Illinois Tollway DSE Manual and all applicable Illinois Tollway Criteria, Manuals, and Bulletins.

B. FIELD SURVEY

1. The DCM will provide available survey information to the DSE. The DCM will establish a centerline and benchmarks for subsequent use by the DSE for the Tri-State Tollway (I-294) between O'Hare Oasis (M.P. 37.8) to Balmoral Avenue (M.P. 40.0). The DSE will review the survey information and coordinate discrepancies with the DCM. Additional benchmarks will be provided by the DSE as necessary.
2. The DSE shall perform all additional survey work necessary for the design of the project in accordance with the appropriate sections of the Illinois Tollway DSE Manual, or as required for compliance with governing design criteria to provide a complete and acceptable design.
3. Maximum use shall be made of the Illinois Tollway's record drawings and Phase I Engineering documents; however, it is the Design Section Engineer's responsibility to verify all topography in the field.
4. The DSE shall obtain adequate survey information for determining barrier warrant analysis, etc. including approach shoulder drainage and appurtenances.
5. The DSE shall utilize the Illinois Tollway's record drawings and verify features in the field and utilize stationing on drawings only as a reference for the location of the structures. It is not the intent for the DSE to re-establish stationing in the field.
6. All coordination with Agencies, including but not limited to the U.S. Army Corps of Engineers, the Illinois Department of Natural Resources, the Illinois Environmental Protection Agency, the Office of Water Resources, and the Illinois Department of Transportation shall be conducted through Illinois Tollway and DCM. The DSE will be expected to assemble information and documents necessary for Illinois Tollway to perform such coordination.

7. All coordination with railroads shall be conducted through the DCM and per the Illinois Tollway DSE Manual.

C. PLATS AND LEGALS

1. This contract is anticipated to require up to 25 separate property acquisitions. DSE to prepare plat and legal description documents associated with each Plat of Acquisition (POA) as well as coordinate and provide assistance to the Tollway Land Acquisition Unit as needed to complete each required acquisition. Documents shall be prepared in a timely manner so to not impede the Tollway property acquisition schedule.

IV. ITEMS TO BE FURNISHED TO THE DESIGN SECTION ENGINEER

In addition to the items to be provided as described in the DSE's Manual, the following will be supplied:

1. Items identified in Section II.
2. It shall be the responsibility of the DSE to select the applicable reduced record drawings from the Illinois Tollway's website at www.illinoisvirtualtollway.com.
3. Available inspection reports from current jurisdictional agencies for facilities within the project limits.
4. The Illinois Tollway's biennial structural inspection report of the bridges within the project limits.
5. Digital Ortho-Imagery, contours, horizontal and vertical survey control, and center line of the project limits.
6. Copies of Illinois Tollway Standard Specifications, Standard Drawings, and Illinois Tollway Design Manual can be obtained from the Illinois Tollway's website at www.illinoistollway.com.
7. Copy of Illinois Tollway Railroad and utility agreements (as required).
8. Copy of Bridge Condition Reports (as required).
9. Maintenance Section Reports.
10. General Engineering Consultant's Special Issue Log.

PROJECT SCHEDULE

Contract No. I-17-4303
Tri-State Tollway, Roadway Reconstruction and Bridge Rehabilitation,
O'Hare Oasis (M.P. 37.8) to Balmoral Avenue (M.P. 40.0)

SCHEDULE

1.	Scoping Meeting	7/25/2017
2.	Design Scope Submittal	8/11/2017
3.	Design Scope Approval	9/6/2017
4.	Notice to Proceed	11/9/2017
5.	Project Kick-Off Meeting	11/20/2017
6.	Concept Submittal	3/2018
7.	Preliminary Submittal	10/2018
8.	Pre-final Submittal	4/2019
9.	Final Submittal	TBD
10.	Advertise	TBD
11.	Bid Opening	TBD
12.	Board Award	TBD
13.	Construction Start Date	TBD

^a Design for this project is scheduled to begin in 2017. Construction of this project is not scheduled. Listed dates are subject to change and correspond to the advertisement date and construction start dates for the earliest roadway contract. The intent of is to advance the design to enable the Illinois Tollway to proceed to construction in advance of the above listed dates if possible and practical in coordination with the DCM and overall Tri-State Tollway Master Corridor Schedule and program priorities.

**TABLE A:
BRIDGES LOCATED WITHIN THE PROJECT LIMITS**

Contract No. I-17-4303

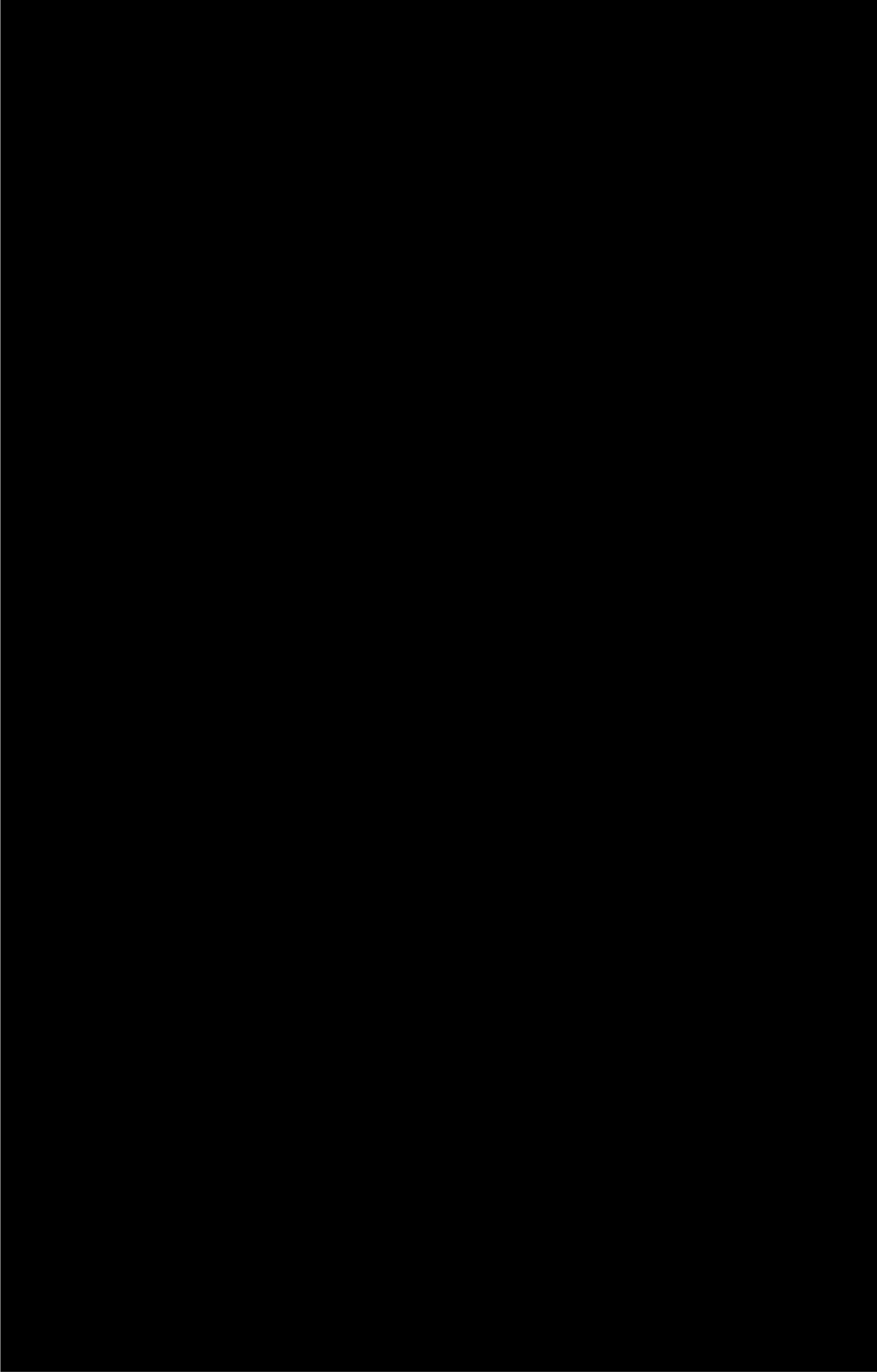
**Tri-State Tollway (I-294), Roadway Reconstruction and Bridge Rehabilitation,
O'Hare Oasis (M.P. 37.8) to Balmoral Avenue (M.P. 40.0)**

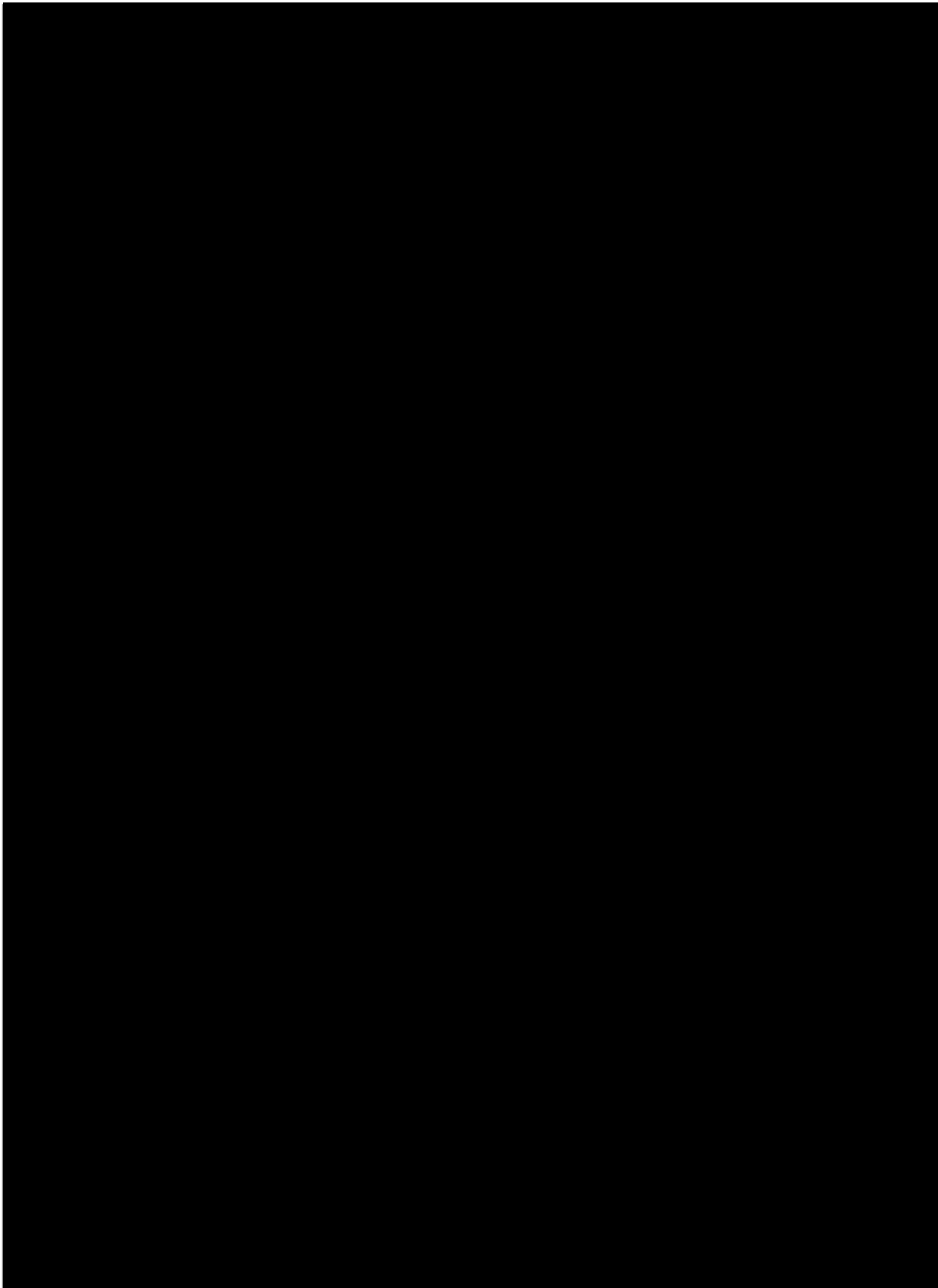
Bridge #	Traffic Direction	Mile Post	Location	Tollway Over (O) Under (U)	Type of Bridge ¹	Maintenance**
394C	NB	38.10	Sister Stream: One mainline structure	O	Culvert	A
393/394	NB/SB	38.30	Irving Park Rd.: Two mainline structures	O		C
394A	NB	38.30	Irving Park Rd Ramp A: One ramp structure	O		A
393C	NB/SB	38.40	Crystal Creek: One mainline structure	O	Culvert	A
389/390	NB/SB	39.00	Lawrence Avenue: Two mainline structures	O		A
391/392	NB/SB	39.30	Soo Line Railroad: Two mainline structures	O		A
363	EW	39.82	Balmoral Ave.: One crossroad structure	U		B

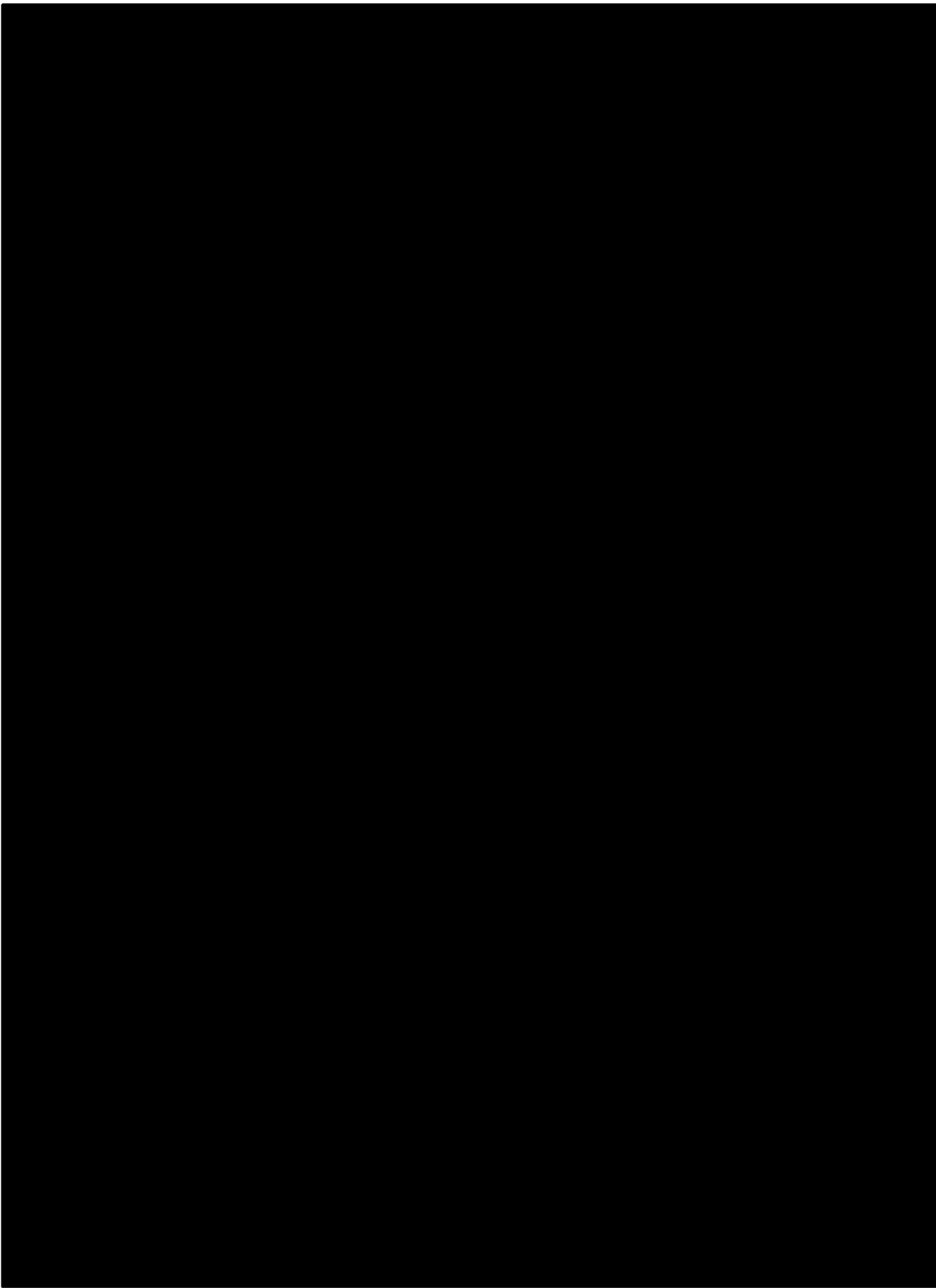
- ** A Type – Illinois Tollway has complete maintenance responsibility.
- ** B Type – Illinois Tollway has partial maintenance responsibility.
- ** C Type – Illinois Tollway has complete or partial maintenance responsibility.

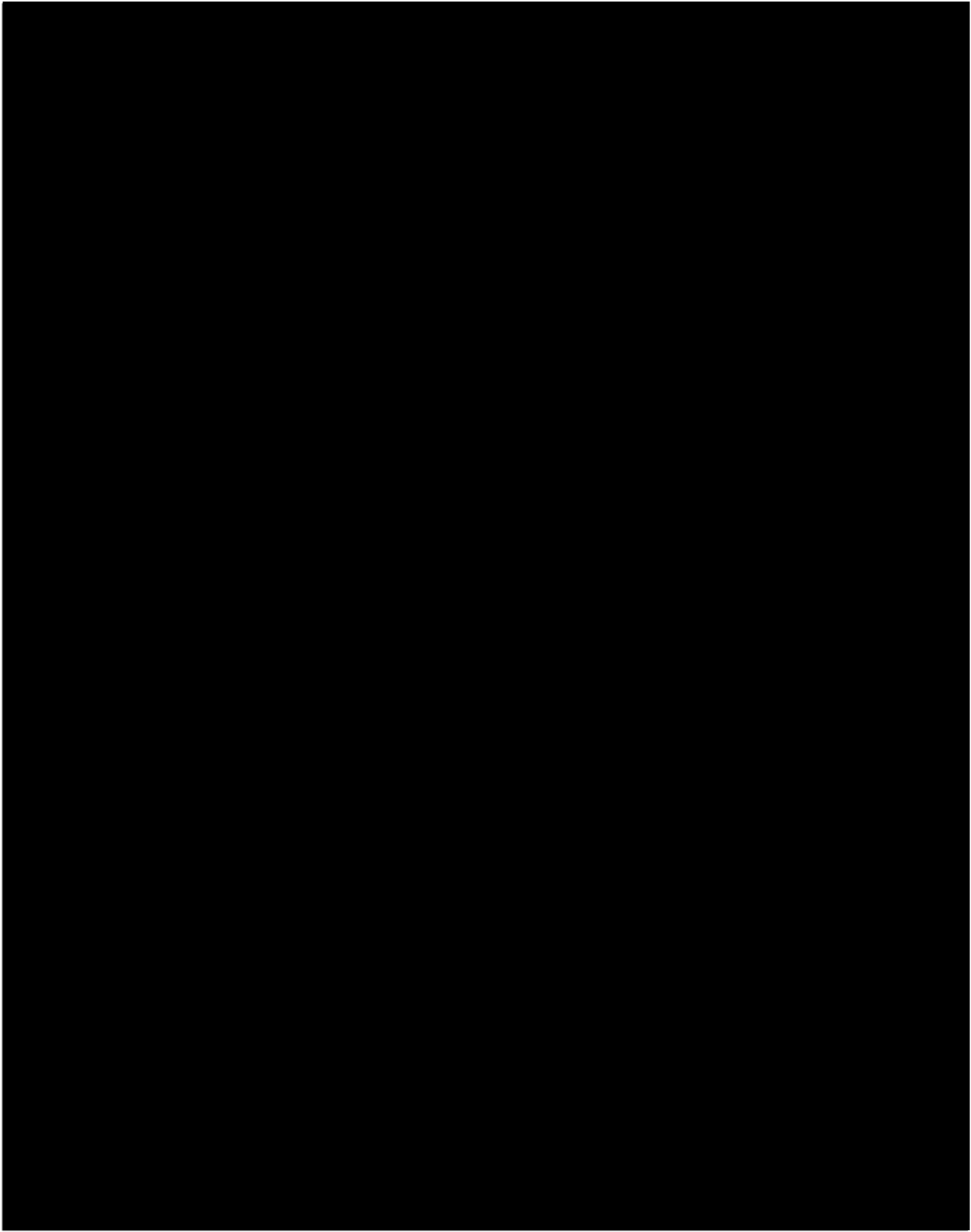
¹ Bridge type and span arrangements subject to confirmation by the DSE through Type, Size and Location studies.

**TABLE B:
TRI-STATE TOLLWAY (I-294) PERMITTING AND
AGREEMENTS RESPONSIBILITY MATRIX**









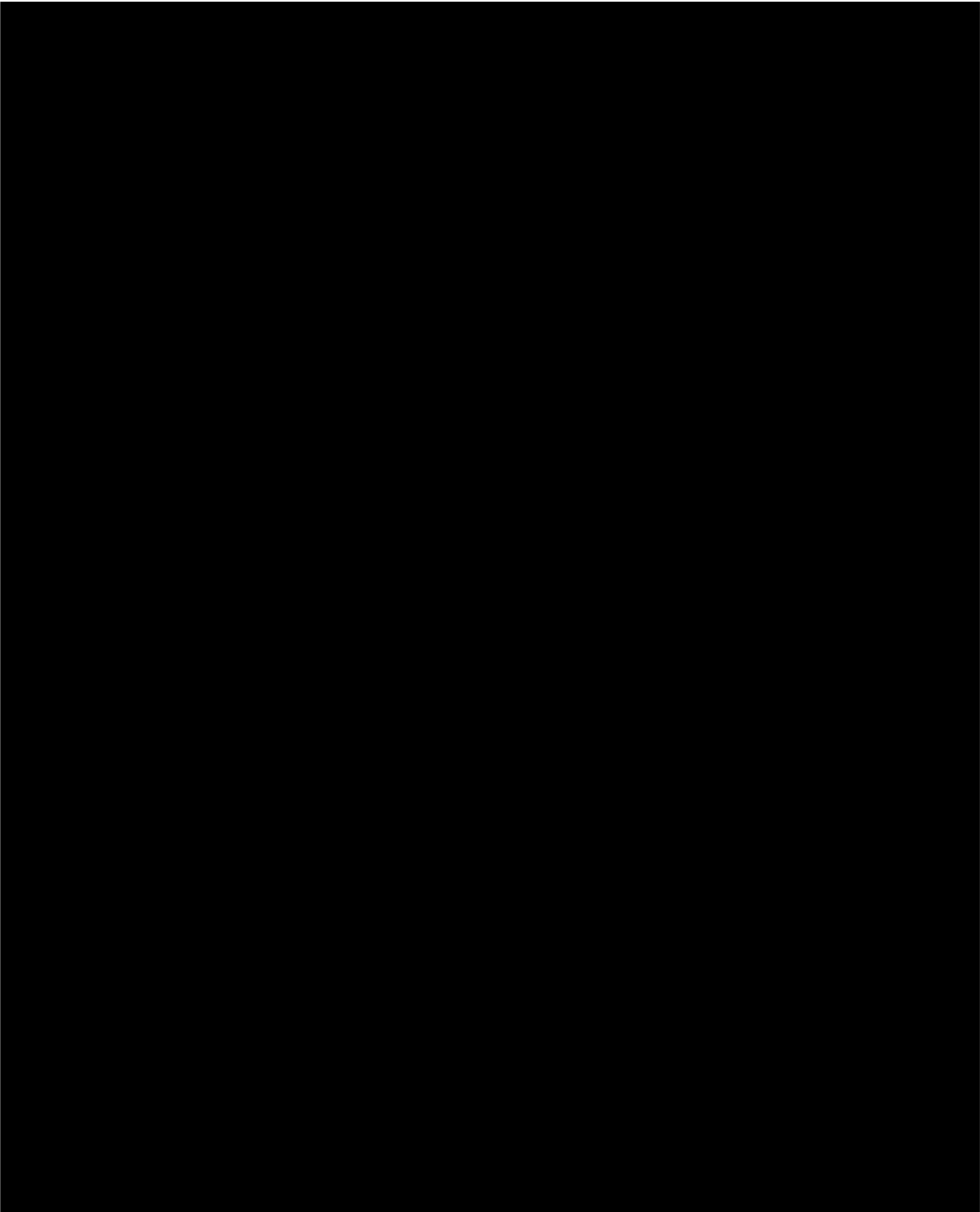


EXHIBIT G

Contract No. I-17-4303

Christopher B. Burke Engineering, Ltd.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
Prime				
RR-11-4032	Environmental Services Upon Request	\$5,000,000.00	\$40,000.00	5/1/2017
Sub				
I-11-4014	Elgin O'Hare Bypass Sub to CH2M Hill	\$574,365.00	\$308,674.00	3/1/2018
I-12-4080	Illinois 53 Extension Sub to Transystems	\$800,000.00	\$357,900.00	4/1/2019
RR-14-4221	Tri State Tollway- Mile Long Bridge Sub to Locher, HDR, Quigg	\$1,326,200.00	\$957,700.00	3/1/2020
RR-14-4222	Tri State Tollway-BNSF Rail Sub to Bowman Barrett	\$964,451.00	\$534,500.00	12/1/2017
I-15-4656	EOWA I-294 to I-290 Trio Sub Benesch/CBBEL/Lin JV	\$2,392,203.00	\$1,580,834.93	5/1/2019
I-14-4190	I-90 BCP Tollway Partners JV	JV=9,499,523 CBBEL=2,151,971.36	\$17,000.00	7/1/2017
IDOT				
P-91-004-09	Various Safety Assessments	\$600,000.00	\$100,000.00	1/28/2018
P-91-007-09	IL 47 doe US 14 to Charles Road Sub to Strand	\$435,000.00	\$153,000.00	3/1/2017
P-91-388-10	US 45 (form IL 132 to IL 173)	\$1,609,487.00	\$14,000.00	5/10/2016
P-91-003-11	Phase I Various Studies	\$2,400,000.00	\$55,000.00	6/30/2020
P-91-597-10	I-290 West of US 12/20/45 Sub to Parsons Brinckerhoff	\$1,489,117.00	\$115,000.00	12/1/2017

EXHIBIT G

Contract No. I-17-4303

Christopher B. Burke Engineering, Ltd.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
P-91-762-10	I-55 from I-355 to I-94 -Sub to Stantec	1,844,933.00	685,000.00	3/21/2018
C-91-75-13	Construction Inspection at I-90 and Cumberland	2,091,291.00	204,850.00	11/01/14
D-91-01-14	Il 47 form US 14 to South of IL 176 Phase II Sub to Strand	Still in Negotiation	Still in Negotiation	
D-91-467-14	FAU 2857 Wood Street from North of Little Calumet River to South of US6 Sub to Infrastructure	229,168.00	70,975.00	12/01/16
P-91-119-14	Various Phase I Contracts	1,200,000.00	631,600.00	02/01/19
D-60-031-15	Various Scat Projects	400,000.00	155,000.00	03/01/17
P-91-224-16	Various Phase I Contracts	1,200,000.00	810,000.00	08/30/19
City of Chicagc	Various Contracts	40,000,000.00	107,000.00	Various
All Other Work Public & Private	Various Contracts	45,300,000.00	12,878,000.00	Various

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Environmental Design International inc.

Contract Number: I-17-4303

Proposal Date: 10/10/2017

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-17-4303 Consultant: Environmental Design International inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												Grand Total Exhibit A Hours	TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
AES Verification Phase II													37	37
Meetings/Coordination/Admin													10	10
TOTALS													47	47

Contract Number: I-17-4303 Consultant: Environmental Design International Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
AES Verification Phase II	37	37	37													111
Meetings/Coordination/Admin	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	208
TOTALS	55	55	310	273	273	273	273	273	273	273	273	273	265	273	265	2869

Contract Number: I-17-4303

Consultant: Environmental Design International Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Phase II	189	189	189	189	189	189	189	189	189	189	189	189	189	2268
Meetings/Coordination/ Admin	18	18	18	18	18	18	18	18	18	18	18	18	10	208
TOTALS	207	207	207	207	207	207	207	207	207	207	207	207	199	2476

Contract Number: I-17-4303

Consultant: Environmental Design International Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Phase II		47		47		47		47		47		47	47	282
Meetings/Coordination/ Admin		5		5		5		5		5		5	2	27
TOTALS		52		52		52		52		52		52	49	309

Contract Number: I-17-4303

Consultant: Environmental Design International inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Phase II		47		47		47		47		47		47		47		282
Meetings/Coordination/ Admin		5		5		5		5		5		5		2		27
TOTALS		52		52		52		52		52		52		49		309

Contract No.: I-17-4303 Consultant: Environmental Design International inc.

Date: 10/10/2017

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 60 No. OF MONTHS
 SCHEDULED START DATE: 12/1/2017
 RAISE DATE: 1/1/2018
 PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date	Date
12/1/2017 - 12/31/2017	1/1/2018 - 12/31/2018	1/1/2019 - 12/31/2019	1/1/2020 - 12/31/2020	1/1/2021 - 12/31/2021		
1.0	12.0	12.0	12.0	12.0		
60.0	60.0	60.0	60.0	60.0		
1.67% Escalation Factor First Period	20.00% Escalation Factor Second Period	20.00% Escalation Factor Third Period	20.00% Escalation Factor Fourth Period	20.00% Escalation Factor Fifth Period		

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date	Date
1/1/2022 - 11/30/2022						
11.0						
60.0	60.0	60.0	60.0	60.0	60.0	60.0
18.33% Escalation Factor Sixth Period						

The escalation factor for this project is: 100.00%

Contract No.: I-17-4303

Consultant: Environmental Design International inc.

Date: 10/10/2017

Escalation Factor: 100.00%
(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES

							<u>DIRECT COST</u>		
							<u>OVERTIME PREMIUM</u>		
							Total Estimated O/T Hours:	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
							Average Hourly Rate: \$45.00		
							Total Direct Labor \$286,515.00		
							Total Estimated Work Hours: 6,367.00		
							Average Hourly Rate: \$45.00		
							Total Direct Labor \$286,515.00		
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)	
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	8.00			
No	Project Manager	\$40.00	\$70.00	\$69.50	\$69.50	396.00			
No	Senior Engineer/Planner	\$40.00	\$70.00	\$62.09	\$62.09	920.00			
No	Resident Engineer	\$40.00	\$70.00						
No	Project Engineer/Planner	\$25.00	\$60.00	\$52.35	\$52.35	1,480.00			
No	Staff Engineer/Planner	\$20.00	\$40.00	\$34.44	\$34.44	1,968.00			
No	Engineer/Accountant	\$20.00	\$60.00						
No	Senior Technical Specialist	\$25.00	\$60.00	\$39.27	\$39.27	547.00			
No	Technical Specialist	\$15.00	\$50.00	\$32.74	\$32.74	936.00			
No	Architect	\$30.00	\$70.00						
No	Realty Specialists	\$20.00	\$70.00						
No	Intern	\$8.25	\$20.00						
No	Admin/Clerical	\$8.25	\$40.00	\$35.32	\$35.32	112.00			

EXHIBIT "1"

Contract No.: I-17-4303

Consultant: Environmental Design International inc.

Date: 10/10/2017

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	Program Manager	Michael Ring	\$50 - \$70
Project Manager	Engineer III	Graig Neville	\$40 - \$70
	Surveyor II	William Fleming	
Senior Engineer/Planner	Engineer III	Michal Bartusiewicz	\$40 - \$70
	Senior Consulting Engineer	Glenn Schirmer	
	Engineer III	Kyle Chamberlain	
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Engineer II	Jillyn K. O'Shea	\$25 - \$60
	Environmental Engineer III	Andrew Dorn	
	Environmental Engineer III	Felix Moran	
Staff Engineer/Planner	Engineer I	Haider Nadir	\$20 - \$40
	Engineer I	Brendan Farnham	
	Engineer I	Sarah Fayh	
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist	Surveyor II	LeaAnn Graves	\$25 - \$60
	Surveyor I	Matthew Westerkamp	
	Task Manager	Jeoi Hun Lee	
	Task Manager	Scott Dileto	
Technical Specialist	Survey Crew Chief	Jeffrey Flowers	\$15 - \$50
	Survey Crew Chief	John Toczykowski	
	Survey Instrument Person	Daniel Herrmann	
	Survey Instrument Person	Daniel Check	
	CADD Technician	Jason Szabo	
	CADD Technician	Keith Richardson	
	Environmental Scientist II	Nick Szymanski	
	Environmental Scientist I	Colleen Schwartz	
	Environmental Technician	Anthony Spalla	
	Environmental Scientist I	Akihla Townsend	
	Environmental Scientist I	Brendan Kinsella	
Architect			\$30 - \$70

Contract No.: I-17-4303

Consultant: Environmental Design International inc.

Date: 10/10/2017

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical	Admin	Amy Thede	\$8.25 - \$40

ALLOWABLE DIRECT COSTS

10.01.2013

Effective for contracts awarded on or after October 1, 2013, the following costs are allowable when requested by the Department and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Vehicle Rental	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day
Vehicle Half-day Rate	\$32.50/half day
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography and mapping	Actual Cost
Utility exploratory trenching	Actual Cost

ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- **Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

Cell Phones	Unallowable
Radio Communication	Actual Cost
2-way Radio	Actual Cost

Vehicles (Only for Vehicles assigned to project)

Rental (Daily Rate Only) - Including Tolls	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day

The number of days will be calculated as follows:

For extended stay** - Number of days on job site plus one

Day to travel to and from job site

Weekly (hotel) – Number of days on job site plus one day to

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

**Extended Stay Status applies to individuals on the project over 20 Consecutive working days. The decision whether individuals will stay over the weekend will be made after the Contractor's schedule is available and shall be made jointly by the Consultant Liaison and the IDOT Resident.

NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CSE Manual allowance.

Contract No.: I-17-4303

Consultant: Environmental Design International inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: Jillyn K. O'Shea, PE

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

 Classification: _____

 Name: _____

 Classification: _____

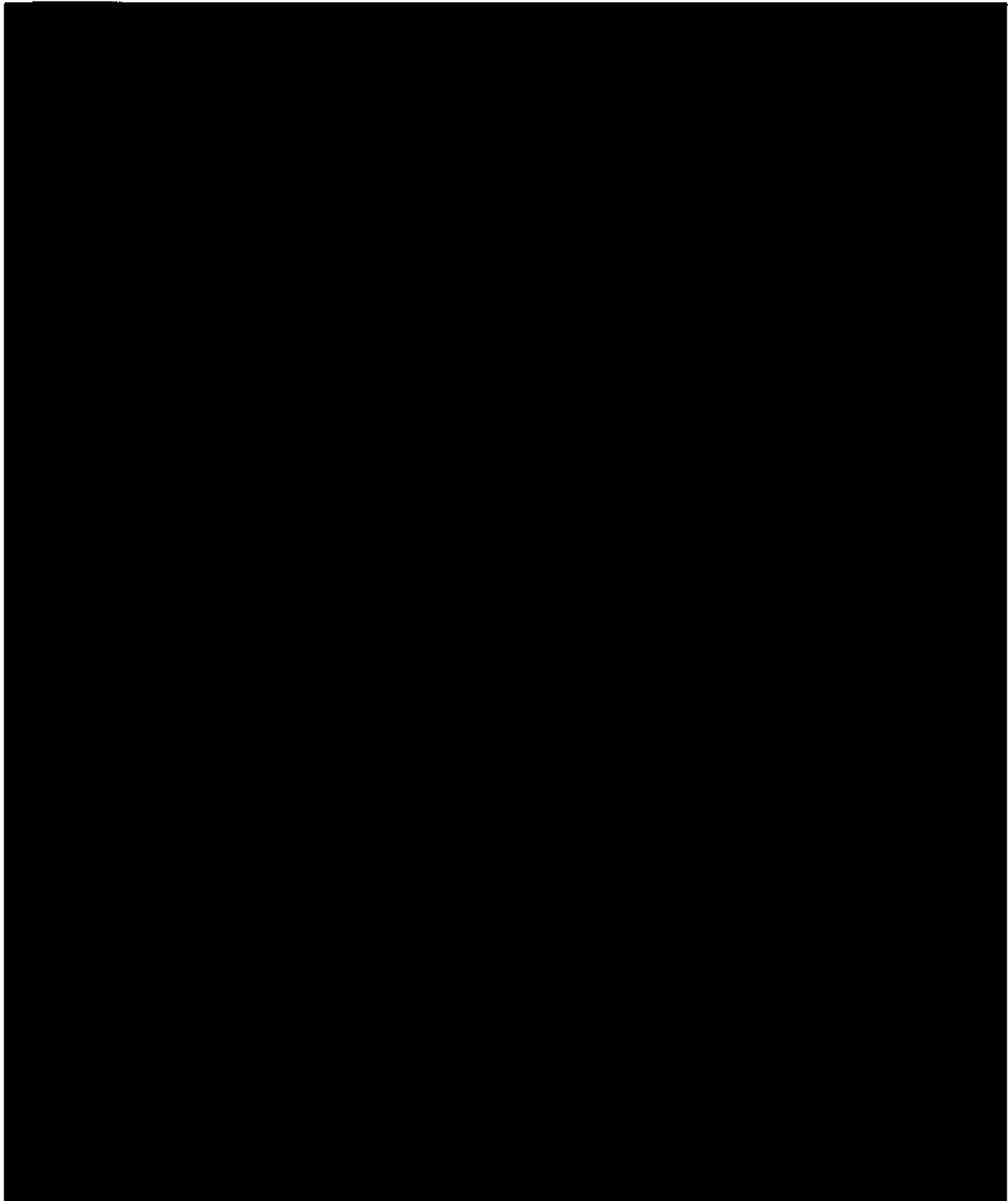
 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

JILLYN K. O'SHEA, PE
Roadway Design – Protégé



APPENDIX TO EXHIBIT F

Contract No. I-17-4303

Environmental Design International Inc.

SCOPE OF SERVICES

Each firm will be bound to the Tollway's Exhibit F Scope of Work as prepared by the Tollway. Each firm will perform only work they are qualified to perform to the professional Standard of Care level required by the Tollway. Work tasks will be assigned by the combined management team consisting of Bowman, Barrett & Associates Inc. and Christopher B. Burke Engineering, Ltd., as required to meet the expectations of the Tollway for this project.

Exhibit F

Scope of Work

**Tri-State Tollway, Roadway Reconstruction and Bridge Rehabilitation,
O'Hare Oasis (M.P. 37.8) to Balmoral Avenue (M.P. 40.0)**

Contract No. I-17-4303

Illinois State Toll Highway Authority

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I. PROJECT DESCRIPTION

This project is to prepare Phase II engineering services for the preparation of contract plans and specifications and project related permits for the proposed improvements including, but not limited to, reconstruction of the Tri-State Tollway (I-294) between O'Hare Oasis (M.P. 37.8) and Balmoral Avenue (M.P. 40.0).

The scope of proposed improvements includes roadway design, reconstructing / rehabilitation of bridges, retaining wall design, noise wall design, new drainage structures and modification of existing drainage system, erosion control for all construction zones, design of appropriate landscape and soil erosion/sedimentation control measures as necessary, pavement markings, delineators and signage, barrier warrant analysis and installation of guardrail, anchors and terminal, update roadway lighting, maintenance of traffic, protection and relocation of utilities, and other appurtenant and miscellaneous construction.

II. ITEMS OF WORK TO BE INCLUDED IN CONTRACT I-17-4303

The Design Section Engineer's (DSE) services under Contract I-17-4303 shall consist of Phase II engineering services for the above described project, together with the identification of potential utility conflicts as per the requirements of the Illinois Tollway Design Section Engineer Manual, as amended by the Illinois Tollway, and herein specified. The design criteria and policies, Standard Specifications, materials, and construction requirements of the Illinois State Toll Highway Authority shall apply to all portions of the improvement under Illinois Tollway jurisdiction. The design criteria and policies, materials, and construction requirements of the Illinois Department of Transportation shall apply outside the Illinois Tollway jurisdiction area.

This contract may develop construction packages as follows:

1. Mainline contracts from O'Hare Oasis to Balmoral Avenue.
2. An additional construction contract.

Master Plan and Advanced Engineering Studies (AES) has been performed by Illinois Tollway Contracts RR-14-4221, RR-14-4222, RR-14-4223 and RR-14-4224. The DSE will review the advanced engineering studies design geometry within the project limits and provide concept design plans for necessary refinements which will include the recommended horizontal geometry and vertical profile in accordance with the Illinois Tollway Design Section Engineer Manual, latest edition, as amended by the Illinois Tollway, and as otherwise noted below, which shall include, but not be limited to, the following:

A. CONCEPT DESIGN VERIFICATION REQUIREMENTS

The DSE will be responsible for reviewing the AES documents completed to date as referenced above and providing concept (30%) design deliverables as further defined herein.

The DSE review of AES documents prepared to date shall include, but not necessarily be limited to, the following:

1. Project scope
2. Project budget. The DSE shall review and validate the AES cost estimate and provide an updated concept (30%) level cost estimate based on recommendations from the AES verification.
3. Project schedule. The DSE shall confirm or provide a recommended construction schedule for proposed construction contract package(s) within the contract limits. The DSE shall coordinate with the DCM to ensure that schedules are supported and can be accommodated within the overall Tri-State Tollway Master Corridor Schedule.
4. Project concept review including geometrics, right-of-way requirements, materials, maintenance of traffic, drainage, number of construction contracts, design criteria, cost benefit analysis, alternatives analysis, and all other appurtenant and miscellaneous items.
5. Design Criteria Review. The DSE shall review the current Illinois Tollway Design Criteria and evaluate the impact of updating the concept submittal prepared to date to be in conformance with the current design criteria.
6. Design Deviations prepared to date. The DSE shall coordinate with the DCM and adjacent Tri-State Tollway DSE sections to confirm whether or not deviations are still required.
7. Review of corridor roadway lighting design concept by I-17-4308 DSE.
8. Evaluation of Roadside obstacles in accordance with the Illinois Tollway Traffic Barrier Guidelines, latest edition. The DSE will prepare a strip map which identifies all areas of concern and meet with the Illinois Tollway and DCM to confirm expected level of analysis to be performed as part of the Barrier Warrant Analysis for each contract.
9. Review of utility coordination and utility studies performed to date, perform a field review and submit Notice of Interference forms. The DSE is responsible for utility coordination in accordance with the Illinois Tollway DSE Manual.
10. Review of AES environmental documents to confirm potential issues related to wetlands, waterways, biological, cultural, noise, air, hazardous/special waste, pedestrian/bike accommodations, land use, zoning, etc. Review of ESA investigations and recommendations performed by others.
11. Review coordination with IDOT, FAA, regulatory, utility companies, and local agencies performed to date and confirm commitments and future required action including identification of agreements and municipal/county design issues. Coordinate installation of the FOC duct package system with the Tollway's Fiber Optic Management Vendor.
12. Review of available survey information furnished by the DCM and confirmation of completeness or need for additional information. DSE responsibilities with regard to Field Survey services outlined in Section III.

B. CONCEPT SUBMITTAL REQUIREMENTS

The DSE review of the AES referenced above shall include preparation and submittal of a Concept Design Review Technical Memorandum which includes items identified in II. A. above and includes the following:

1. The DSE shall confirm and concur with the following or provide recommendations for proceeding during preliminary and final design:
 - a) Scope of Work.
 - b) Construction Contract Schedules.
 - c) Right of Way Requirements.
 - d) Construction Contract Packaging.
 - e) Advanced Engineering Studies Environmental Commitments.
2. Operating budget impact analysis (impact to Illinois Tollway Maintenance, Illinois Tollway Traffic Operations, Illinois Tollway Business Systems).
3. Identification of signing requirements and coordination of needs with the Illinois Tollway Sign Shop through the Design Corridor Manager (DCM).
4. Review of the AES design documents prepared to date including submittal of a technical memorandum detailing findings and providing recommendations for advancement to preliminary (60%) design.
5. A visual pavement condition survey of existing roadways within the limits of the proposed improvements.
6. Review and validate the Maintenance of Traffic AES Plan.
7. Update and submit right of way and utility requirements for each construction contract. The right of way requirements shall be submitted on plan drawings and shall include all permanent right of way and permanent and temporary easements the DSE deems as being required for construction of the proposed improvements. Identify ROW parcels to be acquired that affect utility relocations and establish priorities for acquisition.
8. Provide a construction contract packaging schematic and concept level design and construction schedule for contracts for which the DSE is responsible.
9. Prepare Signing Strip Maps by construction contract which are applicable to interim phases of construction and operation of independent tollable segments of roadways.
10. The DSE will review drainage concepts as necessary and any updated concepts completed since that date. The DSE will confirm the nature of the required improvements, the intent of the proposed design and verify compliance with the established design criteria.
11. Review and validate Aesthetics recommendations.
12. The DSE will prepare exhibits and renderings as needed to assist with public outreach.

In addition, the DSE shall perform the following during this phase:

1. Coordination of any additional right of way requirements through the DCM. The DSE shall be responsible for ensuring that right of way acquisition activities are consistent with contract schedules.
2. Coordinate installation of the FOC duct package system with the Tollway's Fiber Optic Management Vendor.
3. Identify any additional required design deviations. When a design deviation is sought, the DSE will start a Request For Design Deviation to Criteria (F4000.05). If agreed upon the form will be completely filled out and signed by all parties listed for signature.
4. The DSE shall review utility coordination performed to date, verify potential conflicts for the project through concept design and complete Notification of Interference forms for all anticipated utility interferences.
5. The DCM will prepare a comprehensive inventory of agreements for the overall project including railroad agreements. The DCM will be responsible for securing railroad agreements with technical support from the

DSE. The DSE will review and confirm the overall agreements inventory as identified by the DCM and support the DCM in securing other required agreements in conformance with the established schedule, including preparation of agreements not being prepared by the DCM (see Table B).

6. The DCM will coordinate system-wide design implementation. The DSE will incorporate site specific design services provided by others as specified in the Illinois Tollway DSE Manual, amended by the Project-wide All Electronic Tolling and Intelligent Transportation Systems Design Criteria document, latest version.
7. Permitting requirements, potential utility conflicts, and required railroad, intergovernmental and utility agreements shall be identified.
8. The DSE will prepare Bridge Type Studies and Retaining Wall Type Studies during this phase of the work. Upon approval of these recommendations Type, Size, and Location Drawings for bridges, retaining walls, and culverts will be prepared. An updated proposed profile will be prepared by the DSE reflecting proposed refinements resulting from structural recommendations (TS&Ls) and through coordination with the adjacent DSEs are necessary.
9. Structural Geotechnical Reports (SGR) for proposed structures in accordance with the Illinois Tollway Geotechnical Manual, latest edition, as amended by the Illinois Tollway.
10. Concept Plan Legacy Comment Review. The DSE shall review unresolved comments received pertaining to the Concept Design Plans from involved agencies. Comments applicable to Contract I-17-4303 shall be compiled and presented in the technical memorandum.
11. Review of corridor roadway lighting design concept by I-17-4308 DSE.
12. Evaluation of Roadside obstacles in accordance with the Illinois Tollway Traffic Barrier Guidelines, latest edition. The DSE will prepare a strip map which identifies all areas of concern and meet with the Illinois Tollway and DCM to confirm expected level of analysis to be performed as part of the Barrier Warrant Analysis for each contract.

C. PRELIMINARY AND FINAL DESIGN ENGINEERING

1. ROADWAY REQUIREMENTS

- a. Utilize existing aerial mapping, including contours for developing exhibits, right-of-way analysis, etc.
- b. Identify utility impacts on construction, right-of-way, costs, and project schedule. Supplemental SUE services shall be performed by the I-17-4303 DSE.
- c. Identify and establish priority of right-of-way parcel acquisition needed for utility relocation and advance work needs within the project limits.
- d. Conduct supplementary survey as required.
- e. Develop maintenance of traffic and construction staging options for each alternative and corresponding progress schedules. The maintenance of traffic shall be submitted to agencies having jurisdiction over proposed roadways included in the plan for review prior to advancement of subsequent phases of design. The plan shall also be coordinated with adjacent design sections.

2. DESIGN AND PLAN PREPARATION – DETAILED REQUIREMENTS

During this phase, the DSE shall perform designs and prepare contract plans and documents for implementation of the project improvements, to include, but not be limited to, the following:

- a. Design services for preparing contract plans, special provisions and estimates for the Tri-State Tollway (I-294) Roadway Reconstruction between O'Hare Oasis to Balmoral Avenue.
- b. Performing Bridge Type Studies for new bridges proposed to be constructed. The use of Accelerated Bridge Construction (ABC) techniques will be considered as part of the studies.
- c. Perform Type, Size, and Location (TS&L) drawings for new bridge and retaining wall construction.
- d. Performing Wall Type Studies for new retaining wall design construction.
- e. Perform design services for noise walls.
- f. Performing analyses for new drainage structure installation and modification of the existing drainage system.
- g. Provide design of sediment and erosion control for all construction zones.
- h. Provide design of appropriate landscape and soil erosion/sedimentation control measures as necessary in accordance with the Illinois Tollway Environmental Studies manual.
- i. Design services for preparing contract plans and special provisions for installation of pavement markings, delineators, and signage for the contract limits.
- j. Provide barrier warrant analyses for all necessary locations and installation of guardrail, anchors and terminals to conform to the current AASHTO Guidelines and Illinois Tollway criteria.
- k. ITS/Fiber/AET Scope. The scope anticipated to be included as part of the construction contract(s) to be limited to the installation of IPDC foundations, ITS Gantry and DMS foundations, and the underground backbone duct package along the roadway corridor which will contain power and fiber optic cable installed under separate contract(s). ITS device design shall be performed under separate contracts. The I-17-4303 DSE will be required to coordinate with the DCM and I-17-4307 DSE for Advance ITS and Fiber Relocation to ensure operational and communication requirements are fulfilled for each stage of MOT. The I-17-4303 DSE shall be required to coordinate with the DCM and I-17-4308 DSE to ensure that final ITS device design is in conformance with the corridor requirements, and all assets are properly transferred between contracts.
- l. Electrical design services for updating existing roadway and underpass lighting and installing new roadway and underpass lighting as required by the Illinois Tollway Lighting Standards, design criteria, and corridor roadway lighting master plan. Coordinate with the DCM and I-17-4308 DSE for the corridor roadway lighting master plan. The I-17-4303 DSE will design temporary lighting, provide for the maintenance of existing/temporary lighting, and will determine the actual locations of, and prepare contract plans, special provisions, and estimates for the temporary and final roadway and underpass lighting.
- m. Perform detailed design for all overhead, cantilever, and ground mounted sign structures within the contract limits.
- n. Provide maintenance of traffic plans including those for impacts to local facilities.

- o. Utility coordination for protection and / or relocation of utilities.
- p. Provide assistance to and backup materials for the preparation of all required permits by the DCM.
- q. Perform geotechnical studies.
- r. Prepare all required permits.
- s. Perform INVEST planning and design evaluations.
- t. Perform environmental studies. Phase I Environmental Site Assessments (ESAs) were prepared by others. These shall be reviewed for content and Phase II Environmental Site Assessments are to be prepared including environmental borings and analysis. The DSE will further prepare all designs required for remediation recommendations resulting from the ESA and Remedial Action Plan (RAP).
- u. Coordination with the Illinois Tollway and DCM with regard to environmental issues including, but not limited to USACE, IEPA, NPDES, IDNR-OWR. The following tasks have been or will be completed and will be provided to the DSE: Biological Resource Review, Wetland Delineation, Cultural Resource investigation, Stream/Water Quality Investigation, tree transect survey, Special Waste Assessment, and Traffic Noise Analysis. The DSE will be responsible for performing detailed tree classification surveys. The DCM will prepare a comprehensive inventory of required permits for the overall Tri-State Tollway (I-294) project, secure select permits and approvals (including FAA approval and corridor-wide 404/401 permits), and support coordination of other required permits to be secured by the DSE. See Table B for information regarding permitting responsibilities. Required permit submittals for the project include, but are not limited to: approval from Federal Aviation Administration; permits from the U.S. Army Corps of Engineers, Illinois Environmental Protection Agency, Illinois Department of Natural Resources, U.S. Fish and Wildlife, Metropolitan Water Reclamation District, IDOT, Local Agencies, Local Soil and Water Conservation Districts, Local Forest Preserve Districts, Railroads, etc. The DSE will review and confirm the overall permits inventory as identified by the DCM. The DSE will support the DCM in securing other required construction permits in conformance with the established schedule, including preparation of permits not being prepared by the DCM. The DSE will be required to furnish plans, calculations, etc. as required for permit submittals. The DSE shall coordinate permit requirements with the DCM throughout the design phase. The DSE shall be responsible for ensuring that permit submittals and approvals are consistent with contract schedules.
- v. All other appurtenant and miscellaneous items. The following structures are included in this project:
 - Culvert 394C: Sister Stream: One mainline structure
 - Bridges 393/394: Irving Park Rd.: Two mainline structures
 - Bridge 394A: Irving Park Rd Ramp A: One ramp structure
 - Culvert 393C: Crystal Creek: One mainline structure
 - Bridges 389/390: Lawrence Avenue: Two mainline structures
 - Bridges 391/392: Soo Line Railroad: Two mainline structures
 - Bridge 363: Balmoral Ave.: One crossroad structure
- w. All other appurtenant and miscellaneous items.
- x. Following submittal of the Preliminary design plans, the Designer will participate in a Value Management Study. The VMS will be conducted by the DCM following preliminary submittal. The Designer will prepare exhibits, have key staff participate in the VMS, review the VMS finding, prepare

- responses and dispositions for all findings, and implement into their design any recommended findings which are accepted by the Tollway.
- y. The DSE will include a review of the following contracts prepared by others to confirm that the design is compatible with that of the I-17-4303 design section:
 - i. Tri-State Tollway Roadway Reconstruction Contract I-17-4302

3. FINAL DESIGN SERVICES AND SUBMITTALS REQUIRED

Preparation of preliminary, pre-final, and final contract documents, special provisions, design and quantity calculations, and construction schedule to be reviewed by the Illinois Tollway.

1. The DSE must have MicroStation capabilities. All final documents shall be submitted in hard copy and electronic format and follow the Illinois Tollway CADD STANDARDS Manual.
2. The DSE shall coordinate and incorporate all requirements of other design contracts impacting this project, if any. The DSE shall meet with other DSE's and the DCM as often as required to ensure the final contract documents of all contracts relating to the limits are coordinated.
3. The DSE shall be responsible for coordinating designs with the DCM and the Illinois Tollway User Departments, including but not limited to, Toll Services, Traffic Operations, and Maintenance and Business Systems.
4. Maintenance of traffic and construction staging.
5. The DSE will be responsible for preparing and coordinating construction cost estimates with the DCM and the Illinois Tollway in accordance with the Illinois Tollway DSE Manual. The DSE is responsible for tracking the scope and cost estimate for construction contracts and coordinating changes with the DCM and the Illinois Tollway throughout the design phase. Final construction cost estimates will be developed by the DSE.
6. If required, preparation of plats of acquisition and associated legal descriptions.
7. All other submittals as required in the Illinois Tollway DSE Manual.
8. The DSE shall utilize the new Illinois Tollway stationing. Stationing of existing appurtenances shall be approximated from existing stationing and digital ortho imagery information.
9. Coordinate with the Illinois Tollway Project Manager and DCM on sending individual letters to municipal, township, county, and railroad officials with jurisdictional boundaries adjacent to the study area. Allow interested officials to review concepts under the Illinois Tollway consideration and comment on community issues of concern or support.
10. Coordinate with the Illinois Tollway Project Manager, the DCM, and the Illinois Tollway Planning Division on meeting with individual property owners, neighborhood groups, and their local officials as required to address their questions or concerns regarding indirect project impacts.
11. Submit DSE Quality Management Plan within 14 days of Notice to Proceed.
12. The DSE is responsible for submittal of documents required during contract advertisement and as required for contract addenda in accordance with the Illinois Tollway DSE Manual. The DSE shall coordinate with the DCM and Illinois Tollway as necessary.

13. Provide required information to support the Illinois Tollway's coordination activities with the Tri-State Tollway (I-294) Local Advisory Committee.

D. STRUCTURAL CONSTRUCTION

1. Perform cursory inspection of structures that are to be rehabilitated to provide repair recommendation verification to supplement the Bridge Condition Report.
2. The DSE will prepare Bridge Type Studies for new bridges proposed to be constructed.
3. The DSE will prepare Wall Type Studies for new retaining walls proposed to be constructed.
4. The DSE will prepare Type, Size, and Location plans for proposed bridges (see Table A), retaining walls and culverts as required within the project limits.
5. The DSE will prepare contract plans and specifications for proposed bridges (see Table A), retaining walls, and culverts as required within the project limits.
6. The DSE will prepare contract plans, special provisions and estimates for IPDC foundations and ITS Gantry and DMS Foundations within the project limits.

E. DRAINAGE

1. The existing drainage facilities as represented in the concept plans and available Tri-State Tollway (I-294) as-built plans will be reviewed by the DSE to determine level of completeness and to identify potential additional drainage survey requirements. The DSE shall inspect existing storm drainage pipes to remain for condition assessment.
2. Drainage calculations including culvert and storm sewer sizing will be provided by the DSE.
3. Analysis of alternatives for the proposed drainage system will be required by the DSE. Anticipated alternatives include the staging of the proposed drainage improvements, detention alternatives, and best management practices as applicable. The prior drainage calculation reports from the concept plans and Tri- State Tollway (I-294) reconstruction will be provided for starting background.
4. The proposed right- of-way and easement requirements will be evaluated to accommodate the proposed drainage design.

F. ENVIRONMENTAL STUDIES AND REPORTS

1. Determine and evaluate potential environmental impacts. Precautions should be taken to limit wetland impacts to those presented in the Section 404 permit application submitted by the DCM and which was the basis for the USACE Section 404/IEPA Section 401 water quality certification authorizations issued for the Tri-State Tollway (I-294) project. The DSE shall coordinate immediately with the DCM if design changes result in an increase in impacts as coordination with regulatory resource agencies would be required.
2. Completion of Part II Environmental Studies Inventory Sheet (ESIS). Part I was evaluated during the Master Plan Phase. Therefore only Part II shall be submitted with preliminary plans.
3. Evaluate and develop sediment and erosion control plans/measures if necessary.

4. Preparation of plans as required for USACE review of resource impacts and shall include appropriate details including grading plans, soil erosion and sediment control plans, Best Management Practices plans, existing and proposed drainage plans, and wetland/waters mitigation plans.
5. Prepare Phase II ESA in accordance with the Illinois Tollway Environmental Studies Manual, latest edition, and ASTM E1903 Standard Practice for Environmental Site Assessments, Phase II as applicable. Prepare a Remedial Action Plan in accordance with the aforementioned criteria as applicable and in accordance with IEPA requirements for Site Remediation Programs. Prepare a Remedial Action Plan (RAP) in accordance with the aforementioned criteria as applicable and in accordance with IEPA requirements for Site Remediation Programs.

G. MAINTENANCE OF TRAFFIC

The DSE shall prepare Maintenance of Traffic deliverables in accordance with the Illinois Tollway Design Section Engineer Manual, latest edition, as amended by the Illinois Tollway. The maintenance of traffic plans and studies shall provide for protection and maintenance of the Illinois Tollway and crossroad traffic, and maintenance of toll operations during construction. The DCM shall coordinate traffic staging and maintenance of traffic for the corridor with the individual DSEs for the project. The coordination shall include ensuring that regional impacts are minimized and to ensure that traffic is maintained during construction. Contract completion dates shall be coordinated between design contracts. The existing number of traffic lanes shall be maintained on the mainline in each direction on the Tri-State Tollway (I-294) between O'Hare Oasis (M.P. 37.8) to Balmoral Avenue (M.P. 40.0) during peak hours.

H. UTILITIES

1. The DSE shall coordinate with utility companies and with the DCM throughout the design phase. The DSE shall be responsible for ensuring that utility relocation activities are consistent with contract schedules.
2. The DSE will be required to provide a copy of the agency utility contact log on a monthly basis.
3. Verify location of existing communications cables and utilities with respect to the proposed improvements.
4. All utilities coordination shall be performed in accordance with the Illinois Tollway DSE Manual, specifically with requirements of Subsection 4.5.18 and Section 6.

I. GEOTECHNICAL

1. For the bridges, retaining walls, noise walls, culverts, sign structure, IPDC, ITS Gantry and lighting foundations, the DSE will select proposed boring locations for approval by the Illinois Tollway. The DSE shall review the borings obtained in Phase I. The DSE will provide a boring map to the DCM. If required, the DSE will be responsible for providing information to the DCM as required for obtaining right of entry and permits to perform any subsurface exploration.
2. The DSE will provide subsurface exploration, utility checks, laboratory testing, and a Soil survey report. If required, pavement corings will be taken at locations

selected by the DSE to gather information for the pavement design. The pavement design for local system roadways will be provided by the agency having jurisdiction of the roadways and the Illinois Tollway will determine mainline and ramp pavement section designs for toll roadway pavements. The DCM will provide applicable agencies and the Illinois Tollway with information necessary for designing pavement sections.

3. The DSE will prepare Structural Geotechnical Reports (SGR) that summarizes the exploration and studies described above. The SGR will follow the Illinois Tollway SGR procedure. The SGR contains geotechnical recommendations related to bridge foundations, retaining wall foundations, slope walls, side slopes, pavement, sign structure, ITS Gantry, lighting foundations, and traffic signal foundations.

III. DESIGN SECTION ENGINEER'S (DSE's) SERVICES

A. EXECUTION OF ENGINEERING SERVICES

1. The DSE shall furnish services in accordance with the articles contained in the Illinois Tollway DSE Manual and all applicable Illinois Tollway Criteria, Manuals, and Bulletins.

B. FIELD SURVEY

1. The DCM will provide available survey information to the DSE. The DCM will establish a centerline and benchmarks for subsequent use by the DSE for the Tri-State Tollway (I-294) between O'Hare Oasis (M.P. 37.8) to Balmoral Avenue (M.P. 40.0). The DSE will review the survey information and coordinate discrepancies with the DCM. Additional benchmarks will be provided by the DSE as necessary.
2. The DSE shall perform all additional survey work necessary for the design of the project in accordance with the appropriate sections of the Illinois Tollway DSE Manual, or as required for compliance with governing design criteria to provide a complete and acceptable design.
3. Maximum use shall be made of the Illinois Tollway's record drawings and Phase I Engineering documents; however, it is the Design Section Engineer's responsibility to verify all topography in the field.
4. The DSE shall obtain adequate survey information for determining barrier warrant analysis, etc. including approach shoulder drainage and appurtenances.
5. The DSE shall utilize the Illinois Tollway's record drawings and verify features in the field and utilize stationing on drawings only as a reference for the location of the structures. It is not the intent for the DSE to re-establish stationing in the field.
6. All coordination with Agencies, including but not limited to the U.S. Army Corps of Engineers, the Illinois Department of Natural Resources, the Illinois Environmental Protection Agency, the Office of Water Resources, and the Illinois Department of Transportation shall be conducted through Illinois Tollway and DCM. The DSE will be expected to assemble information and documents necessary for Illinois Tollway to perform such coordination.

7. All coordination with railroads shall be conducted through the DCM and per the Illinois Tollway DSE Manual.

C. PLATS AND LEGALS

1. This contract is anticipated to require up to 25 separate property acquisitions. DSE to prepare plat and legal description documents associated with each Plat of Acquisition (POA) as well as coordinate and provide assistance to the Tollway Land Acquisition Unit as needed to complete each required acquisition. Documents shall be prepared in a timely manner so to not impede the Tollway property acquisition schedule.

IV. ITEMS TO BE FURNISHED TO THE DESIGN SECTION ENGINEER

In addition to the items to be provided as described in the DSE's Manual, the following will be supplied:

1. Items identified in Section II.
2. It shall be the responsibility of the DSE to select the applicable reduced record drawings from the Illinois Tollway's website at www.illinoisvirtualtollway.com.
3. Available inspection reports from current jurisdictional agencies for facilities within the project limits.
4. The Illinois Tollway's biennial structural inspection report of the bridges within the project limits.
5. Digital Ortho-Imagery, contours, horizontal and vertical survey control, and center line of the project limits.
6. Copies of Illinois Tollway Standard Specifications, Standard Drawings, and Illinois Tollway Design Manual can be obtained from the Illinois Tollway's website at www.illinoistollway.com.
7. Copy of Illinois Tollway Railroad and utility agreements (as required).
8. Copy of Bridge Condition Reports (as required).
9. Maintenance Section Reports.
10. General Engineering Consultant's Special Issue Log.

PROJECT SCHEDULE

Contract No. I-17-4303
Tri-State Tollway, Roadway Reconstruction and Bridge Rehabilitation,
O'Hare Oasis (M.P. 37.8) to Balmoral Avenue (M.P. 40.0)

SCHEDULE

1.	Scoping Meeting	7/25/2017
2.	Design Scope Submittal	8/11/2017
3.	Design Scope Approval	9/6/2017
4.	Notice to Proceed	11/9/2017
5.	Project Kick-Off Meeting	11/20/2017
6.	Concept Submittal	3/2018
7.	Preliminary Submittal	10/2018
8.	Pre-final Submittal	4/2019
9.	Final Submittal	TBD
10.	Advertise	TBD
11.	Bid Opening	TBD
12.	Board Award	TBD
13.	Construction Start Date	TBD

^a Design for this project is scheduled to begin in 2017. Construction of this project is not scheduled. Listed dates are subject to change and correspond to the advertisement date and construction start dates for the earliest roadway contract. The intent of is to advance the design to enable the Illinois Tollway to proceed to construction in advance of the above listed dates if possible and practical in coordination with the DCM and overall Tri-State Tollway Master Corridor Schedule and program priorities.

**TABLE A:
BRIDGES LOCATED WITHIN THE PROJECT LIMITS**

**Contract No. I-17-4303
Tri-State Tollway (I-294), Roadway Reconstruction and Bridge Rehabilitation,
O'Hare Oasis (M.P. 37.8) to Balmoral Avenue (M.P. 40.0)**

Bridge #	Traffic Direction	Mile Post	Location	Tollway Over (O) Under (U)	Type of Bridge ¹	Maintenance**
394C	NB	38.10	Sister Stream: One mainline structure	O	Culvert	A
393/394	NB/SB	38.30	Irving Park Rd.: Two mainline structures	O		C
394A	NB	38.30	Irving Park Rd Ramp A: One ramp structure	O		A
393C	NB/SB	38.40	Crystal Creek: One mainline structure	O	Culvert	A
389/390	NB/SB	39.00	Lawrence Avenue: Two mainline structures	O		A
391/392	NB/SB	39.30	Soo Line Railroad: Two mainline structures	O		A
363	EW	39.82	Balmoral Ave.: One crossroad structure	U		B

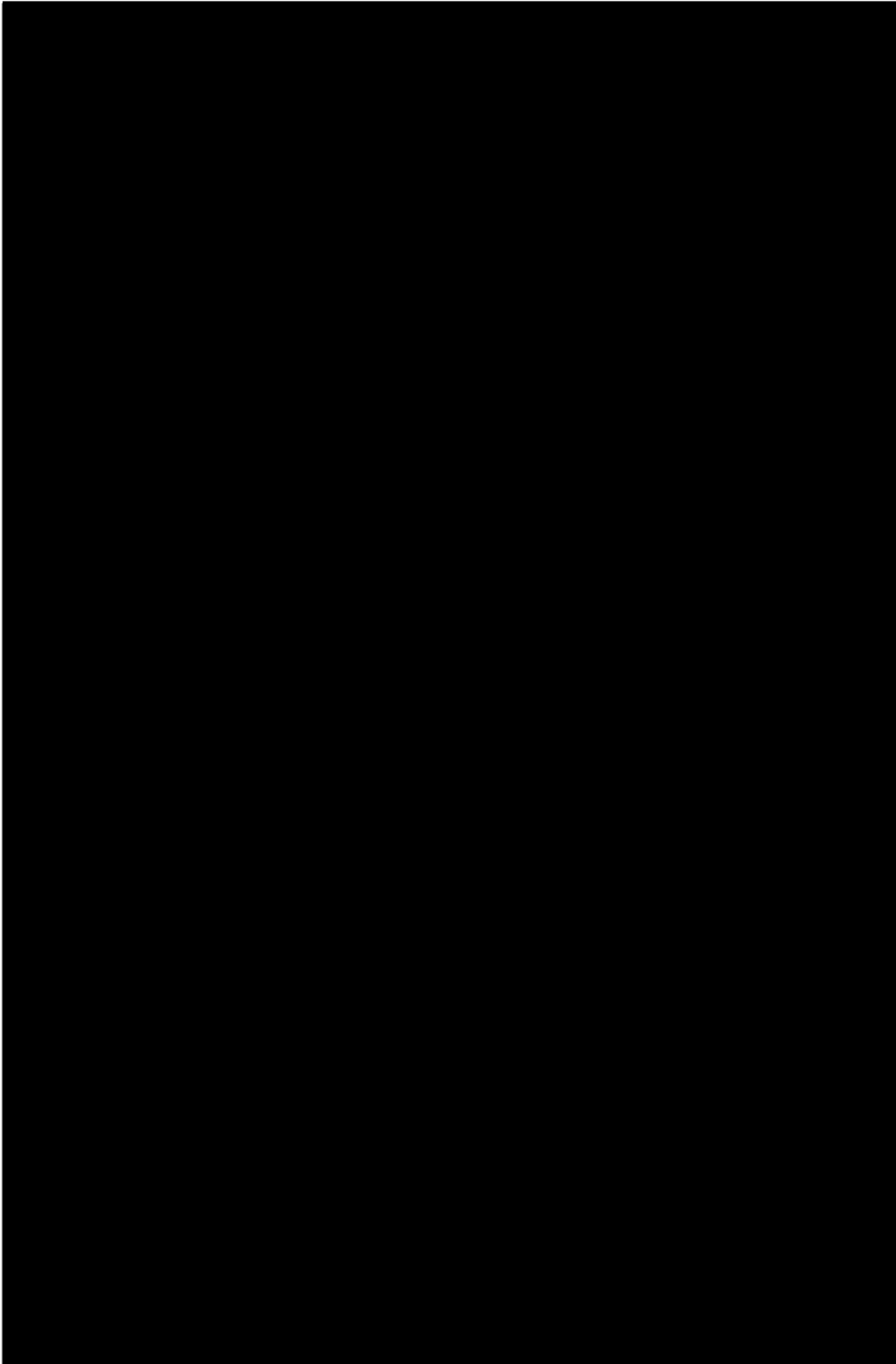
** A Type – Illinois Tollway has complete maintenance responsibility.

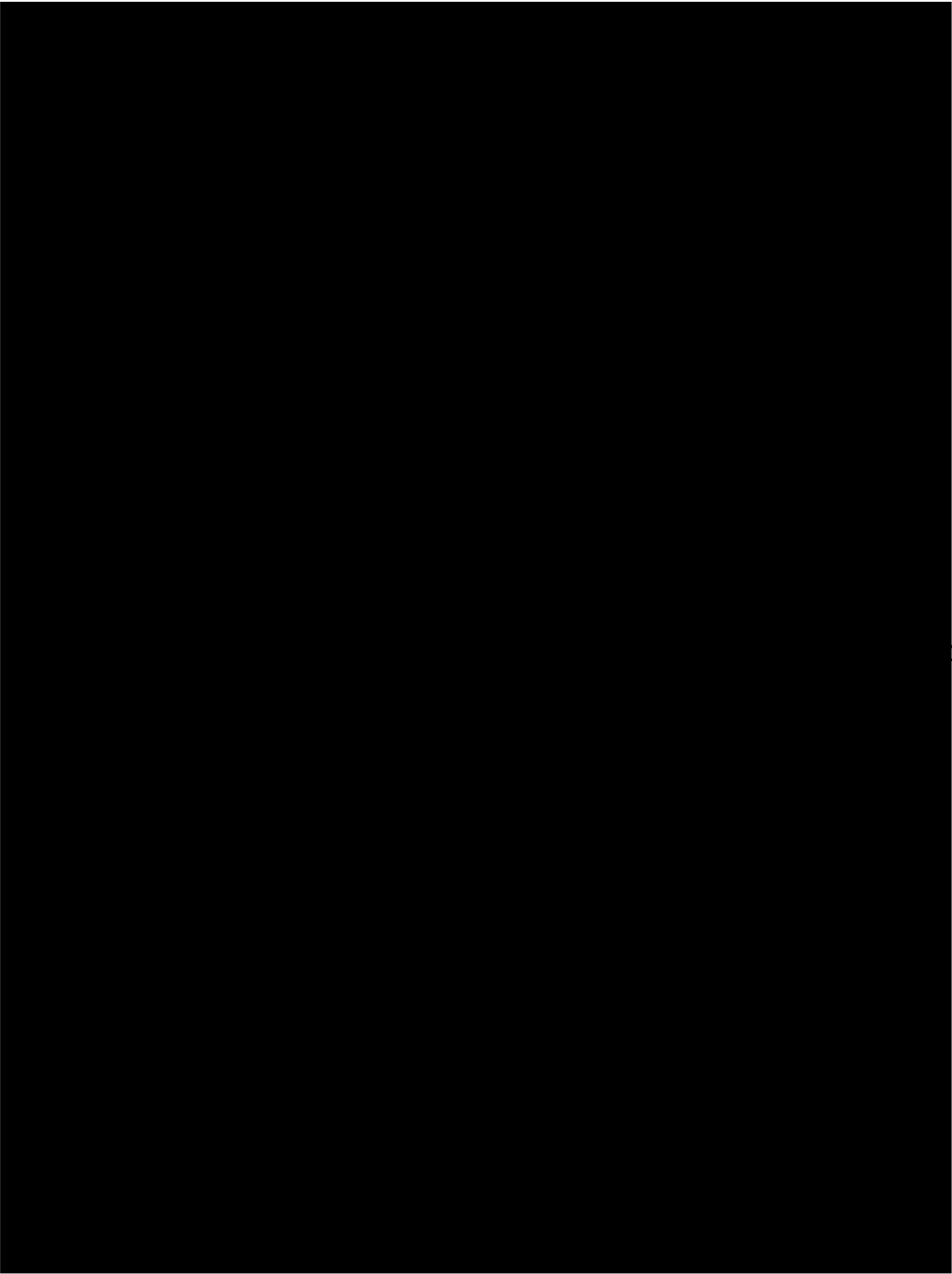
** B Type – Illinois Tollway has partial maintenance responsibility.

** C Type – Illinois Tollway has complete or partial maintenance responsibility.

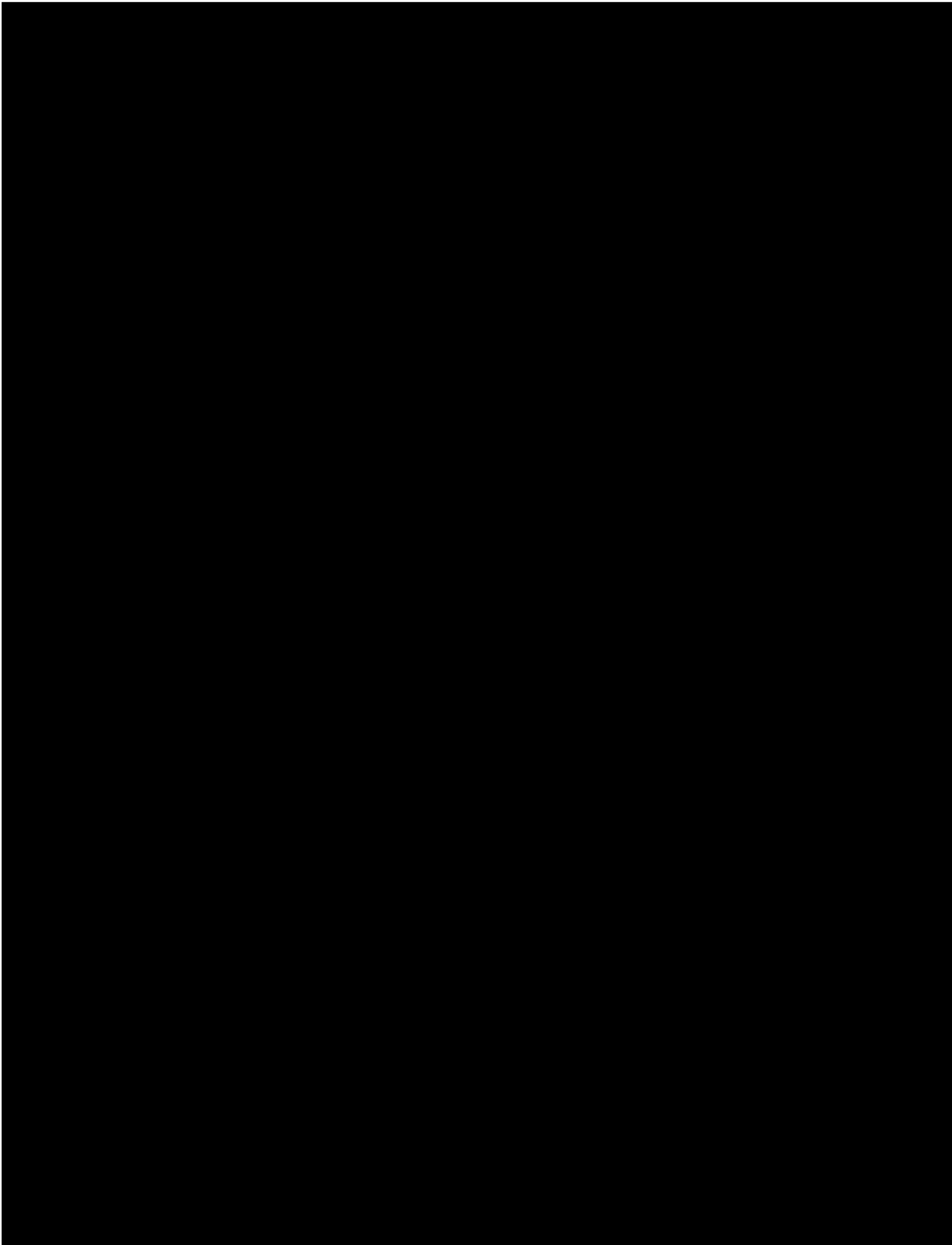
¹ Bridge type and span arrangements subject to confirmation by the DSE through Type, Size and Location studies.

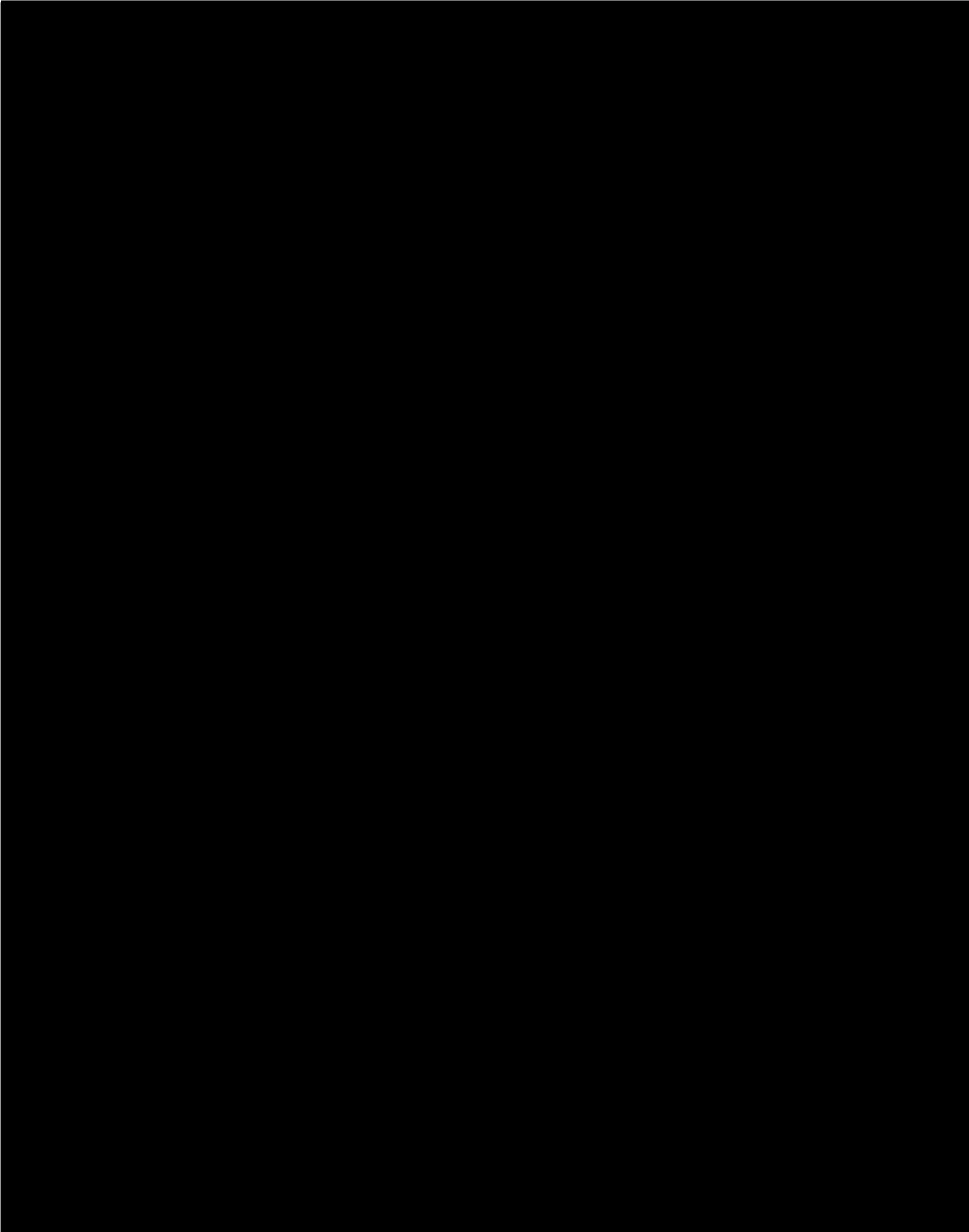
**TABLE B:
TRI-STATE TOLLWAY (I-294) PERMITTING AND
AGREEMENTS RESPONSIBILITY MATRIX**





2





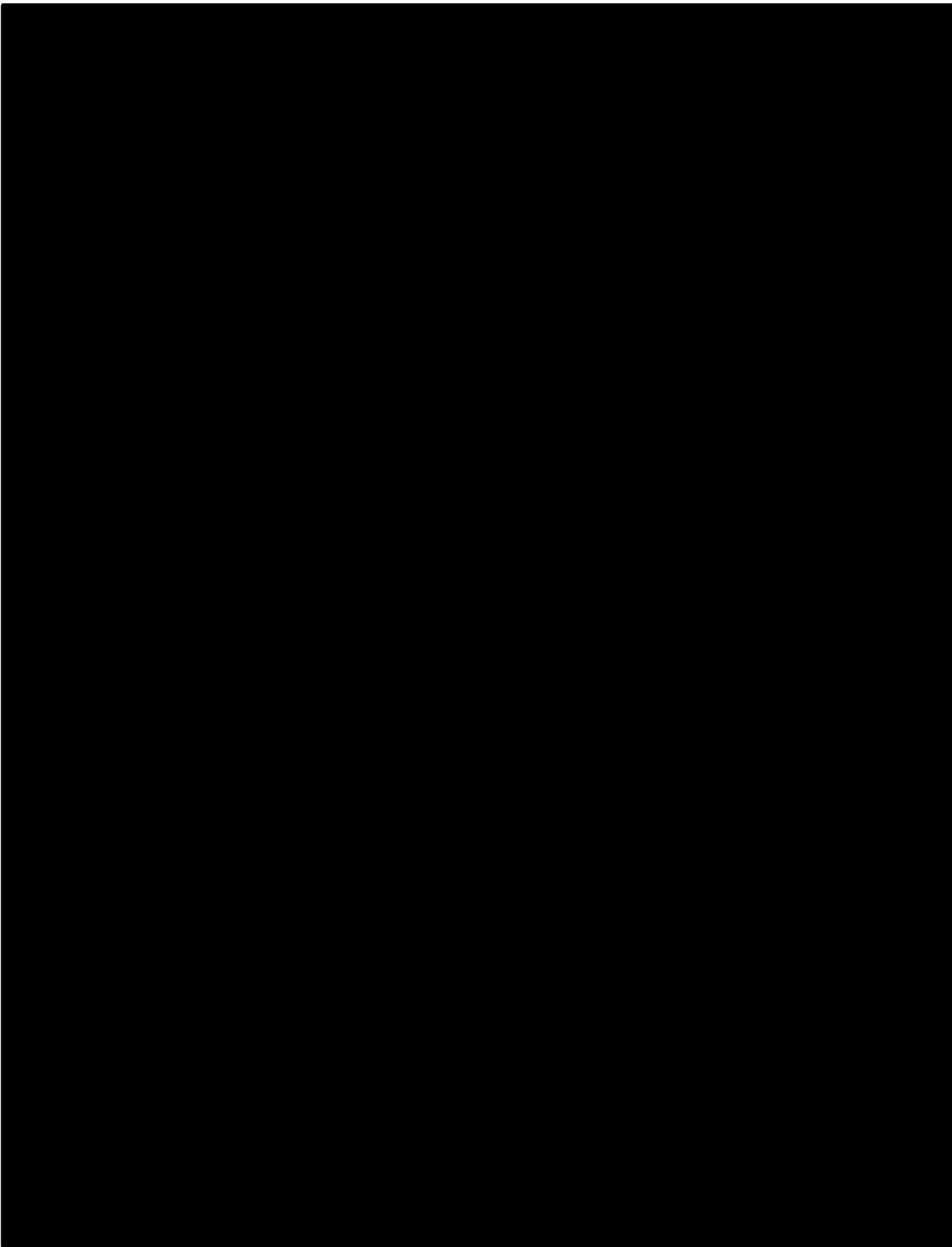


EXHIBIT G

Contract No. I-17-4303

Environmental Design International inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
PTB 162-16	Various Land Acquisition Surveys, D1	\$500,000.00	\$213,000.00	3/1/2019
PTB 175-09	Land Acquisition US 45 / IL 21, D1	\$1,000,000.00	\$810,929.00	9/15/2025
RR-12-4079	Maintenance Facilities System-wide	\$445,676.00	\$170,319.00	6/30/2017
PTB 169-14	Various Phase I Projects, D1	\$1,146,000.00	\$447,627.00	3/3/2018
PTB 172-01	US 41 / I-55 Phase III Outbound	\$2,343,595.00	\$1,108,891.00	10/31/2017
PTB 172-27	Hazardous Waste (Sub to Ecol & Env.)	\$800,000.00	\$634,086.00	2/20/2018
PTB 176-01	Hazardous Waste (Sub to Ecol & Env.)	\$525,000.00	\$505,246.00	3/3/2023
RR-16-4267	Maintenance Facilities Site Design(onhold)	\$3,900,00.00	\$3,900,00.00	6/30/2020
I-15-4658	EOWA, I-294 to I-90 (on hold)	\$2,031,192.30	\$1,972,843.11	1/31/2021

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1						6					
	Direct Labor	_____					Direct Labor	_____			
	Direct Costs	_____					Direct Costs	\$ _____	-		
	Services by Others	_____					Services by Others	\$ _____	-		
	Additional Services **	_____					Additional Services **	\$ _____	-		
	Total this Subconsultant (ULC)		\$ _____	-			Total this Subconsultant (ULC)		\$ _____	-	
2						7					
	Direct Labor	_____					Direct Labor	_____			
	Direct Costs	_____					Direct Costs	\$ _____	-		
	Services by Others	_____					Services by Others	\$ _____	-		
	Additional Services **	_____					Additional Services **	\$ _____	-		
	Total this Subconsultant (ULC)		\$ _____	-			Total this Subconsultant (ULC)		\$ _____	-	
3						8					
	Direct Labor	_____					Direct Labor	_____			
	Direct Costs	\$ _____	-				Direct Costs	\$ _____	-		
	Services by Others	\$ _____	-				Services by Others	\$ _____	-		
	Additional Services **	\$ _____	-				Additional Services **	\$ _____	-		
	Total this Subconsultant (ULC)		\$ _____	-			Total this Subconsultant (ULC)		\$ _____	-	
4						9					
	Direct Labor	_____					Direct Labor	_____			
	Direct Costs	\$ _____	-				Direct Costs	\$ _____	-		
	Services by Others	\$ _____	-				Services by Others	\$ _____	-		
	Additional Services **	\$ _____	-				Additional Services **	\$ _____	-		
	Total this Subconsultant (ULC)		\$ _____	-			Total this Subconsultant (ULC)		\$ _____	-	
5						10					
	Direct Labor	_____					Direct Labor	_____			
	Direct Costs	\$ _____	-				Direct Costs	\$ _____	-		
	Services by Others	\$ _____	-				Services by Others	\$ _____	-		
	Additional Services **	\$ _____	-				Additional Services **	\$ _____	-		
	Total this Subconsultant (ULC)		\$ _____	-			Total this Subconsultant (ULC)		\$ _____	-	

** Additional services funds require prior authorization before use

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

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

** 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: AMERICAN SURVEYING & ENGINEERING, P.C.

Contract Number: I-17-4303

Proposal Date: 10/10/2017

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-17-4303

Consultant: AMERICAN SURVEYING & ENGINEERING, P.C.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
AES Verification													8	8
Phase II														
Meetings/Coordination/ Admin													8	8
TOTALS													16	16

Contract Number: I-17-4303

Consultant: AMERICAN SURVEYING & ENGINEERING, P.C.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
AES Verification Phase II	8	8	8	237	237	237	237	237	237	237	237	237	237	2133
Meetings/Coordination/Admin	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	30
TOTALS	10.5	10.5	10.5	239.5	239.5	239.5	239.5	239.5	239.5	239.5	239.5	239.5	239.5	2187

Contract Number: I-17-4303 Consultant: AMERICAN SURVEYING & ENGINEERING, P.C.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Phase II	60	60	60	60	60	60	60	60	60	58	58	58	714
Meetings/Coordination/													
Admin	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	30	
TOTALS	62.5	62.5	62.5	62.5	62.5	62.5	62.5	62.5	62.5	60.5	60.5	60.5	744

Contract Number: I-17-4303

Consultant: AMERICAN SURVEYING & ENGINEERING, P.C.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Phase II																
Meetings/Coordination/																
Admin		1		1		1		1		1		1				6
TOTALS		1		1		1		1		1		1				6

Contract Number: I-17-4303 Consultant: AMERICAN SURVEYING & ENGINEERING, P.C.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Phase II																
Meetings/Coordination/																
Admin		1		1		1		1		1		1		1		6
TOTALS		1		1		1		1		1		1		1		6

Contract Number: I-17-4303 Consultant: AMERICAN SURVEYING & ENGINEERING, P.C.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2022												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Phase II Meetings/Coordination/Admin		1		1		1		1		1		1		1		6
TOTALS		1		1		1		1		1		1		1		6

Contract No.: I-17-4303 Consultant: AMERICAN SURVEYING & ENGINEERING, P.C.

Date: 10/10/2017

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 60 No. OF MONTHS
 SCHEDULED START DATE: 12/1/2017
 RAISE DATE: 1/1/2018
 PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date
12/1/2017 - 12/31/2017	1/1/2018 - 12/31/2018	1/1/2019 - 12/31/2019	1/1/2020 - 12/31/2020	1/1/2021 - 12/31/2021	
1.0	12.0	12.0	12.0	12.0	
60.0	60.0	60.0	60.0	60.0	
1.67%	20.00%	20.00%	20.00%	20.00%	
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period	

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date
1/1/2022 - 11/30/2022					
11.0					
60.0	60.0	60.0	60.0	60.0	
18.33%					
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period	

The escalation factor for this project is: 100.00%

Contract No.: I-17-4303

Consultant: AMERICAN SURVEYING & ENGINEERING, P.C.

Date: 10/10/2017

Escalation Factor: 100.00%
(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES									
'Yes' must be selected in Column A									
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	DIRECT COST		
							Estimated O/T Hours:	Average Premium O/T Hourly Rate:	Total Overtime Premium:
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	16.00			
No	Project Manager	\$40.00	\$70.00	\$67.51	\$67.51	40.00			
No	Senior Engineer/Planner	\$40.00	\$70.00	\$65.38	\$65.38	225.00			
No	Resident Engineer	\$40.00	\$70.00						
No	Project Engineer/Planner	\$25.00	\$60.00	\$54.59	\$54.59	550.00			
No	Staff Engineer/Planner	\$20.00	\$40.00	\$35.00	\$35.00	565.00			
No	Engineer /Accountant	\$20.00	\$60.00						
No	Senior Technical Specialist	\$25.00	\$60.00	\$35.00	\$35.00	770.00			
No	Technical Specialist	\$15.00	\$50.00	\$22.41	\$22.41	769.00			
No	Architect	\$30.00	\$70.00						
No	Realty Specialists	\$20.00	\$70.00						
No	Intern	\$8.25	\$20.00						
No	Admin/Clerical	\$8.25	\$40.00	\$19.50	\$19.50	30.00			

EXHIBIT "1"

Contract No.: I-17-4303

Consultant: AMERICAN SURVEYING & ENGINEERING, P.C.

Date: 10/10/2017

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	Principal In Charge	COVENTINE FIDIS	\$50 - \$70
Project Manager	PROJECT MANAGER	COVENTINE FIDIS	\$40 - \$70
	PROJECT MANAGER	MARK M. WOOD	
	PROJECT MANAGER	STEVEN M. RIENKS	
	PROJECT MANAGER	JAY P. HOWELL	
	PROJECT MANAGER	JOHN A. DYBAS III	
	PROJECT MANAGER	LARRY D. MARTIN	
Senior Engineer/Planner	PROJECT SURVEYOR/ENG IV	PAUL F. STANTON	\$40 - \$70
	PROJECT SURVEYOR/ENG IV	CRAIG L. DUJY	
	PROJECT SURVEYOR/ENG III	THOMAS A. SANDERSON	
Resident Engineer			\$40 - \$70
Project Engineer/Planner	PROJECT SURVEYOR/ENG III	ERIC J. SLADEK	\$25 - \$60
	PROJECT SURVEYOR/ENG I	ROBERT MICHAEL BACHARA	
Staff Engineer/Planner	PROJECT SURVEYOR/ENG II	ROBERT S. SAXER	\$20 - \$40
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist	CADD TECHNICIAN	CRAIG A. HILLS	\$25 - \$60
	CADD TECHNICIAN	WILLIAM BARAN	
	CADD TECHNICIAN	BRANNDON D. ELSBREE	
	CADD TECHNICIAN	JESSE J. NOCON	
	CADD TECHNICIAN	AMANDA J. JOHNSON	
	CADD TECHNICIAN	JOSEPH B. MAGNOTTA	
	ENGINEER/SURVEY TECH III	THOMAS H. HOYLE	
	ENGINEER/SURVEY TECH III	DARYL F. EDWARDS	
	ENGINEER/SURVEY TECH III	GUSTAVO ALEX AGUILAR	
	ENGINEER/SURVEY TECH III	KRISTOPHER M. MCALLISTER	
	ENGINEER/SURVEY TECH III	JEFFREY F. MUMMERT	
Technical Specialist	ENGINEER/SURVEY TECH II	GARY R. BRANDT	\$15 - \$50
	ENGINEER/SURVEY TECH II	LUCAS S. MCDONALD	
	ENGINEER/SURVEY TECH II	BRADLY J. DUFFY	
	ENGINEER/SURVEY TECH II	LAWRENCE T. DEMANCHE	
	ENGINEER/SURVEY TECH II	ROBERTO ASCENCIO	

Contract No.: I-17-4303

Consultant: AMERICAN SURVEYING & ENGINEERING, P.C.

Date: 10/10/2017

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
	ENGINEER/SURVEY TECH I	DAVID W. CISKOWSKI	
	ENGINEER/SURVEY TECH I	ANDREW T. BROWN	
	ENGINEER/SURVEY TECH I	JARED W. MILLS	
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
* Admin/Clerical	ADMINISTRATIVE/CLERICAL III	LINDSEY JO STUTZKE-JONES	\$8.25 - \$40

Contract No.: I-17-4303

Consultant: AMERICAN SURVEYING & ENGINEERING, P.C.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. VEHICLE REIMBURSEMENT - rate based on link below**
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>

- B. ALLOWABLE DIRECT COSTS - based on link below**
http://www.illinoistollway.com/documents/10157/2389762/12_LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_10012013.PDF

- C. ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

DIRECT COST CATEGORY

Railroad Right of Entry/Permit fees

Railroad Flaggers

Flowable fill for Level A exposures in pavement

Pavement coring costs

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 29,750.00

ALLOWABLE DIRECT COSTS

10.01.2013

Effective for contracts awarded on or after October 1, 2013, the following costs are allowable when requested by the Department and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Vehicle Rental	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day
Vehicle Half-day Rate	\$32.50/half day
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography and mapping	Actual Cost
Utility exploratory trenching	Actual Cost

ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- **Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

Cell Phones	Unallowable
Radio Communication	Actual Cost
2-way Radio	Actual Cost

Vehicles (Only for Vehicles assigned to project)

Rental (Daily Rate Only) - Including Tolls	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day

The number of days will be calculated as follows:

For extended stay** - Number of days on job site plus one

Day to travel to and from job site

Weekly (hotel) – Number of days on job site plus one day to

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

**Extended Stay Status applies to individuals on the project over 20 Consecutive working days. The decision whether individuals will stay over the weekend will be made after the Contractor's schedule is available and shall be made jointly by the Consultant Liaison and the IDOT Resident.

NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CSE Manual allowance.

Contract No.: I-17-4303

Consultant: AMERICAN SURVEYING & ENGINEERING,
P.C.

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: Mark M. Wood PLS

Classification: ALTA/ROW

Name: Thomas A. Sanderson, PE

Classification: Subsurface Utility

Name: _____

Classification: _____

Name: _____

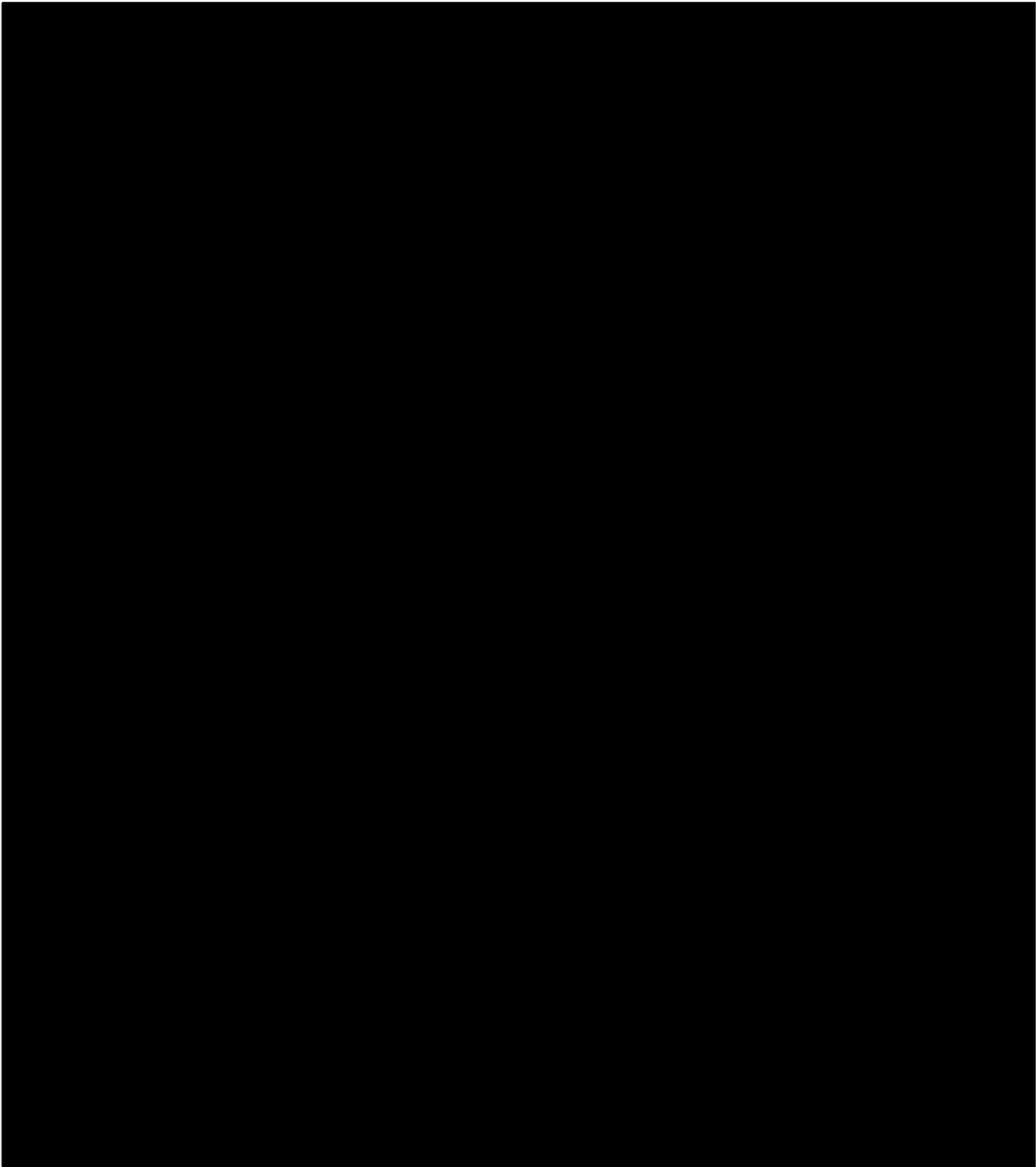
Classification: _____



AMERICAN
SURVEYING & ENGINEERING, P.C.

Mark M. Wood PLS
VP of Operations - Chicago

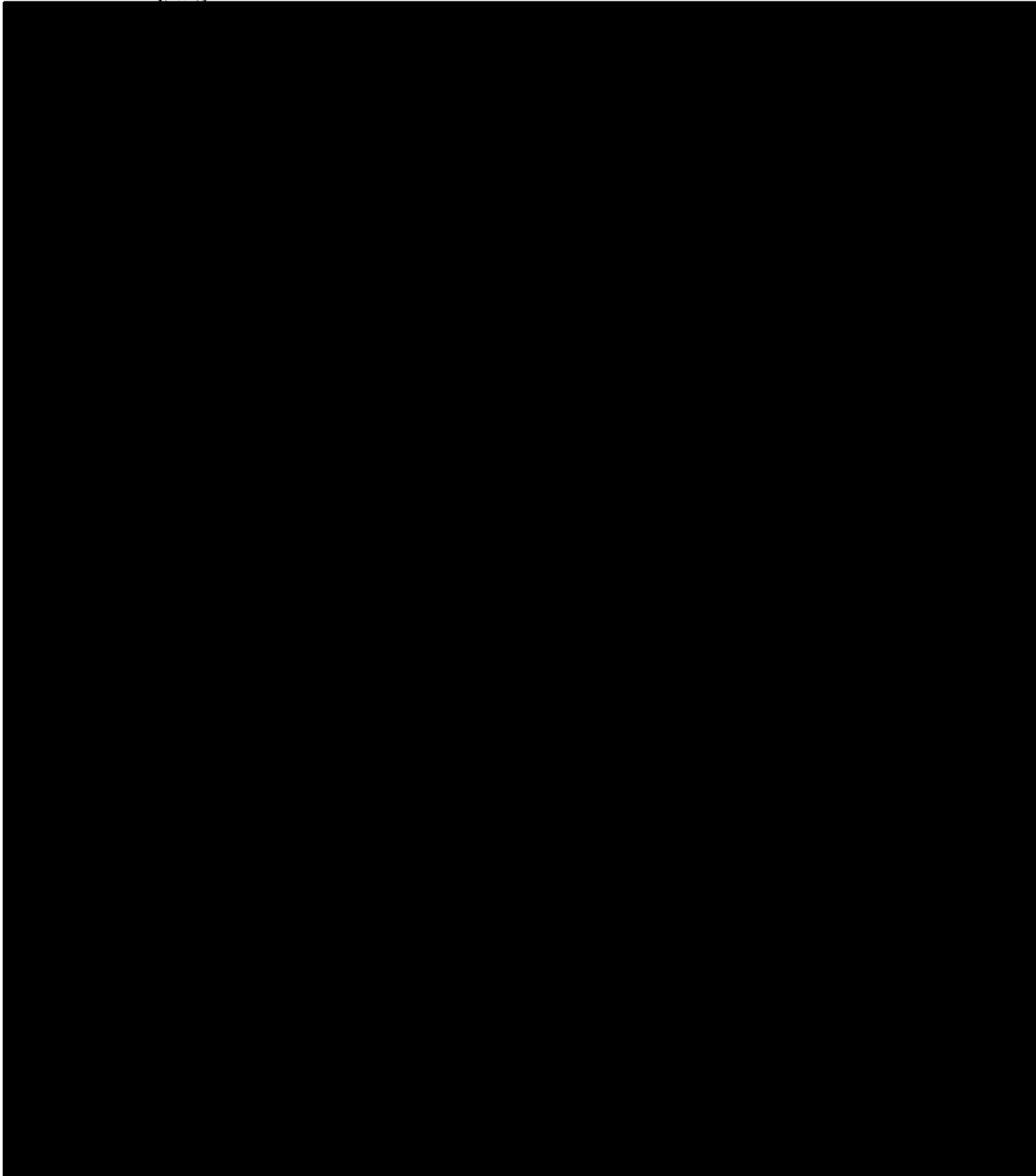
With American Surveying & Engineering, P.C. since 1989, Mr. Wood is currently Vice President of Operations.





AMERICAN
SURVEYING & ENGINEERING, P.C.

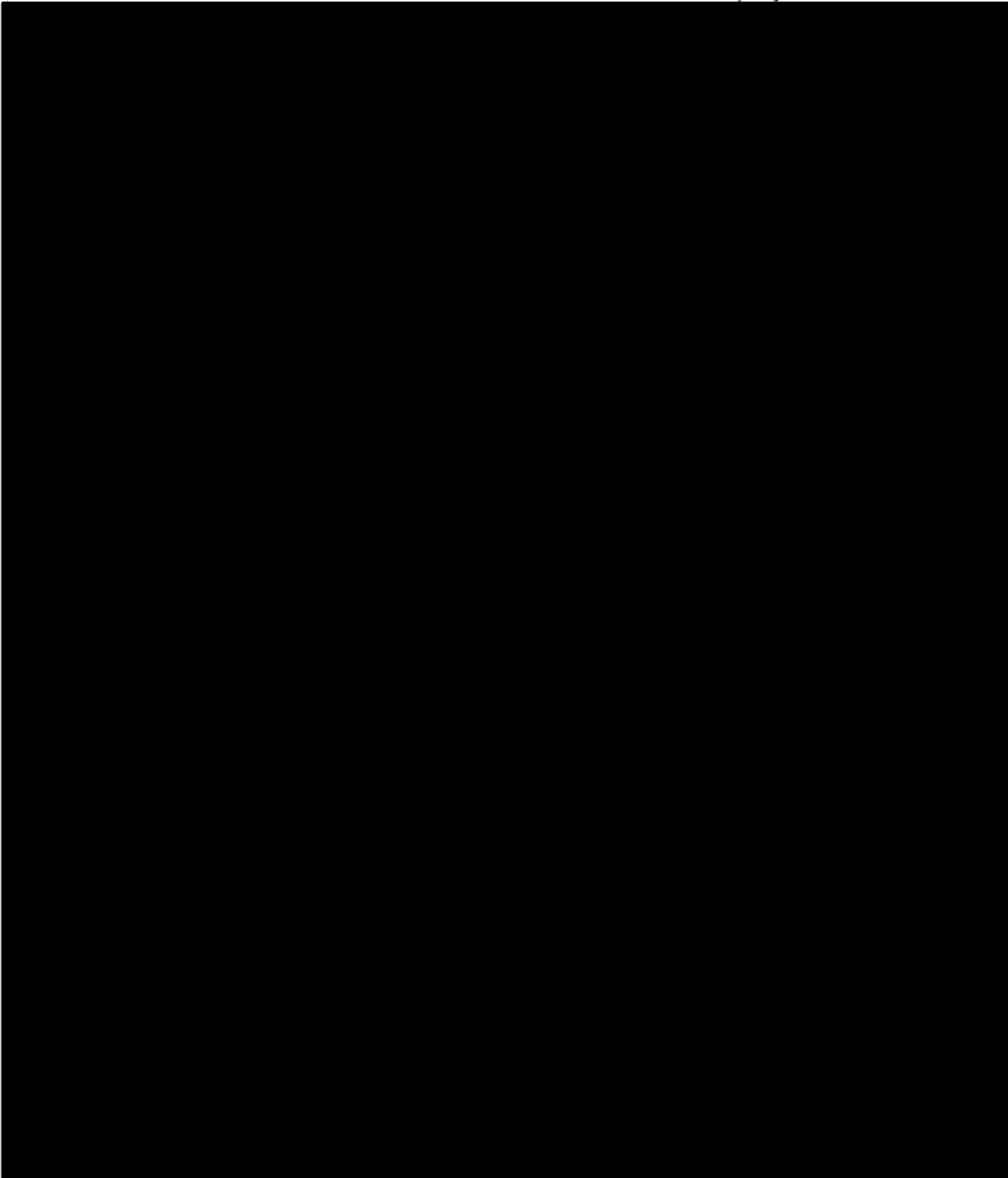
Mark M. Wood PLS
VP of Operations - Chicago





AMERICAN
SURVEYING & ENGINEERING, P.C.

Thomas A. Sanderson PE
Subsurface Utility Engineer





AMERICAN
SURVEYING & ENGINEERING, P.C.

Thomas A. Sanderson PE

Subsurface Utility Engineer

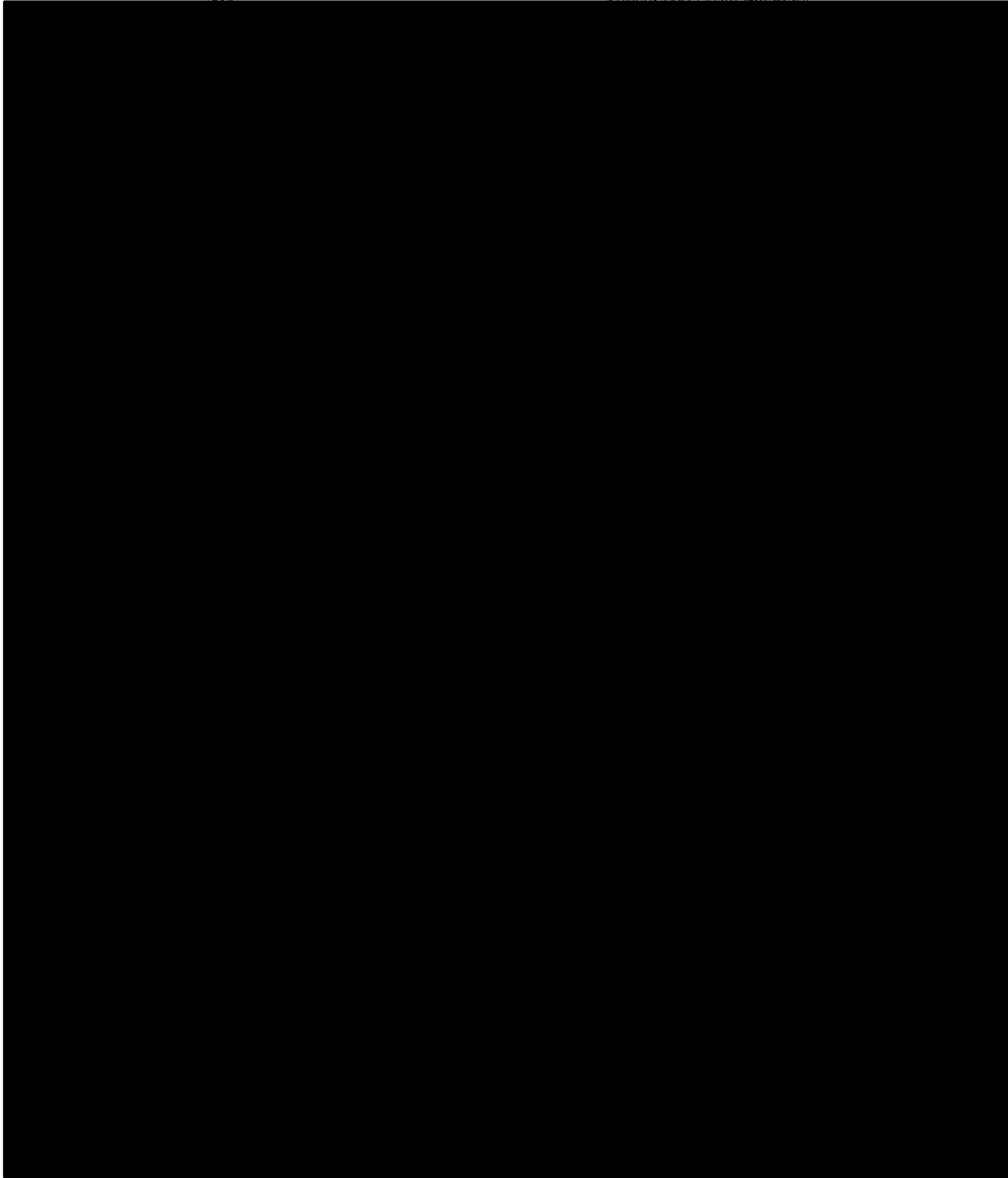


EXHIBIT F

Contract No. I-17-4303

AMERICAN SURVEYING & ENGINEERING P.C.

SCOPE OF SERVICES

Each firm will be bound to the Tollway's Exhibit F Scope of Work as prepared by the Tollway. Each firm will perform only work they are qualified to perform to the professional Standard of Care level required by the Tollway. Work tasks will be assigned by the combined management team consisting of Bowman, Barrett & Associates Inc. and Christopher B. Burke Engineering, Ltd., as required to meet the expectations of the Tollway for this project.

Exhibit F

Scope of Work

**Tri-State Tollway, Roadway Reconstruction and Bridge Rehabilitation,
O'Hare Oasis (M.P. 37.8) to Balmoral Avenue (M.P. 40.0)**

Contract No. I-17-4303

Illinois State Toll Highway Authority

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I. PROJECT DESCRIPTION

This project is to prepare Phase II engineering services for the preparation of contract plans and specifications and project related permits for the proposed improvements including, but not limited to, reconstruction of the Tri-State Tollway (I-294) between O'Hare Oasis (M.P. 37.8) and Balmoral Avenue (M.P. 40.0).

The scope of proposed improvements includes roadway design, reconstructing / rehabilitation of bridges, retaining wall design, noise wall design, new drainage structures and modification of existing drainage system, erosion control for all construction zones, design of appropriate landscape and soil erosion/sedimentation control measures as necessary, pavement markings, delineators and signage, barrier warrant analysis and installation of guardrail, anchors and terminal, update roadway lighting, maintenance of traffic, protection and relocation of utilities, and other appurtenant and miscellaneous construction.

II. ITEMS OF WORK TO BE INCLUDED IN CONTRACT I-17-4303

The Design Section Engineer's (DSE) services under Contract I-17-4303 shall consist of Phase II engineering services for the above described project, together with the identification of potential utility conflicts as per the requirements of the Illinois Tollway Design Section Engineer Manual, as amended by the Illinois Tollway, and herein specified. The design criteria and policies, Standard Specifications, materials, and construction requirements of the Illinois State Toll Highway Authority shall apply to all portions of the improvement under Illinois Tollway jurisdiction. The design criteria and policies, materials, and construction requirements of the Illinois Department of Transportation shall apply outside the Illinois Tollway jurisdiction area.

This contract may develop construction packages as follows:

1. Mainline contracts from O'Hare Oasis to Balmoral Avenue.
2. An additional construction contract.

Master Plan and Advanced Engineering Studies (AES) has been performed by Illinois Tollway Contracts RR-14-4221, RR-14-4222, RR-14-4223 and RR-14-4224. The DSE will review the advanced engineering studies design geometry within the project limits and provide concept design plans for necessary refinements which will include the recommended horizontal geometry and vertical profile in accordance with the Illinois Tollway Design Section Engineer Manual, latest edition, as amended by the Illinois Tollway, and as otherwise noted below, which shall include, but not be limited to, the following:

A. CONCEPT DESIGN VERIFICATION REQUIREMENTS

The DSE will be responsible for reviewing the AES documents completed to date as referenced above and providing concept (30%) design deliverables as further defined herein.

The DSE review of AES documents prepared to date shall include, but not necessarily be limited to, the following:

1. Project scope
2. Project budget. The DSE shall review and validate the AES cost estimate and provide an updated concept (30%) level cost estimate based on recommendations from the AES verification.
3. Project schedule. The DSE shall confirm or provide a recommended construction schedule for proposed construction contract package(s) within the contract limits. The DSE shall coordinate with the DCM to ensure that schedules are supported and can be accommodated within the overall Tri-State Tollway Master Corridor Schedule.
4. Project concept review including geometrics, right-of-way requirements, materials, maintenance of traffic, drainage, number of construction contracts, design criteria, cost benefit analysis, alternatives analysis, and all other appurtenant and miscellaneous items.
5. Design Criteria Review. The DSE shall review the current Illinois Tollway Design Criteria and evaluate the impact of updating the concept submittal prepared to date to be in conformance with the current design criteria.
6. Design Deviations prepared to date. The DSE shall coordinate with the DCM and adjacent Tri-State Tollway DSE sections to confirm whether or not deviations are still required.
7. Review of corridor roadway lighting design concept by I-17-4308 DSE.
8. Evaluation of Roadside obstacles in accordance with the Illinois Tollway Traffic Barrier Guidelines, latest edition. The DSE will prepare a strip map which identifies all areas of concern and meet with the Illinois Tollway and DCM to confirm expected level of analysis to be performed as part of the Barrier Warrant Analysis for each contract.
9. Review of utility coordination and utility studies performed to date, perform a field review and submit Notice of Interference forms. The DSE is responsible for utility coordination in accordance with the Illinois Tollway DSE Manual.
10. Review of AES environmental documents to confirm potential issues related to wetlands, waterways, biological, cultural, noise, air, hazardous/special waste, pedestrian/bike accommodations, land use, zoning, etc. Review of ESA investigations and recommendations performed by others.
11. Review coordination with IDOT, FAA, regulatory, utility companies, and local agencies performed to date and confirm commitments and future required action including identification of agreements and municipal/county design issues. Coordinate installation of the FOC duct package system with the Tollway's Fiber Optic Management Vendor.
12. Review of available survey information furnished by the DCM and confirmation of completeness or need for additional information. DSE responsibilities with regard to Field Survey services outlined in Section III.

B. CONCEPT SUBMITTAL REQUIREMENTS

The DSE review of the AES referenced above shall include preparation and submittal of a Concept Design Review Technical Memorandum which includes items identified in II. A. above and includes the following:

1. The DSE shall confirm and concur with the following or provide recommendations for proceeding during preliminary and final design:
 - a) Scope of Work.
 - b) Construction Contract Schedules.
 - c) Right of Way Requirements.
 - d) Construction Contract Packaging.
 - e) Advanced Engineering Studies Environmental Commitments.
2. Operating budget impact analysis (impact to Illinois Tollway Maintenance, Illinois Tollway Traffic Operations, Illinois Tollway Business Systems).
3. Identification of signing requirements and coordination of needs with the Illinois Tollway Sign Shop through the Design Corridor Manager (DCM).
4. Review of the AES design documents prepared to date including submittal of a technical memorandum detailing findings and providing recommendations for advancement to preliminary (60%) design.
5. A visual pavement condition survey of existing roadways within the limits of the proposed improvements.
6. Review and validate the Maintenance of Traffic AES Plan.
7. Update and submit right of way and utility requirements for each construction contract. The right of way requirements shall be submitted on plan drawings and shall include all permanent right of way and permanent and temporary easements the DSE deems as being required for construction of the proposed improvements. Identify ROW parcels to be acquired that affect utility relocations and establish priorities for acquisition.
8. Provide a construction contract packaging schematic and concept level design and construction schedule for contracts for which the DSE is responsible.
9. Prepare Signing Strip Maps by construction contract which are applicable to interim phases of construction and operation of independent tollable segments of roadways.
10. The DSE will review drainage concepts as necessary and any updated concepts completed since that date. The DSE will confirm the nature of the required improvements, the intent of the proposed design and verify compliance with the established design criteria.
11. Review and validate Aesthetics recommendations.
12. The DSE will prepare exhibits and renderings as needed to assist with public outreach.

In addition, the DSE shall perform the following during this phase:

1. Coordination of any additional right of way requirements through the DCM. The DSE shall be responsible for ensuring that right of way acquisition activities are consistent with contract schedules.
2. Coordinate installation of the FOC duct package system with the Tollway's Fiber Optic Management Vendor.
3. Identify any additional required design deviations. When a design deviation is sought, the DSE will start a Request For Design Deviation to Criteria (F4000.05). If agreed upon the form will be completely filled out and signed by all parties listed for signature.
4. The DSE shall review utility coordination performed to date, verify potential conflicts for the project through concept design and complete Notification of Interference forms for all anticipated utility interferences.
5. The DCM will prepare a comprehensive inventory of agreements for the overall project including railroad agreements. The DCM will be responsible for securing railroad agreements with technical support from the

DSE. The DSE will review and confirm the overall agreements inventory as identified by the DCM and support the DCM in securing other required agreements in conformance with the established schedule, including preparation of agreements not being prepared by the DCM (see Table B).

6. The DCM will coordinate system-wide design implementation. The DSE will incorporate site specific design services provided by others as specified in the Illinois Tollway DSE Manual, amended by the Project-wide All Electronic Tolling and Intelligent Transportation Systems Design Criteria document, latest version.
7. Permitting requirements, potential utility conflicts, and required railroad, intergovernmental and utility agreements shall be identified.
8. The DSE will prepare Bridge Type Studies and Retaining Wall Type Studies during this phase of the work. Upon approval of these recommendations Type, Size, and Location Drawings for bridges, retaining walls, and culverts will be prepared. An updated proposed profile will be prepared by the DSE reflecting proposed refinements resulting from structural recommendations (TS&Ls) and through coordination with the adjacent DSEs are necessary.
9. Structural Geotechnical Reports (SGR) for proposed structures in accordance with the Illinois Tollway Geotechnical Manual, latest edition, as amended by the Illinois Tollway.
10. Concept Plan Legacy Comment Review. The DSE shall review unresolved comments received pertaining to the Concept Design Plans from involved agencies. Comments applicable to Contract I-17-4303 shall be compiled and presented in the technical memorandum.
11. Review of corridor roadway lighting design concept by I-17-4308 DSE.
12. Evaluation of Roadside obstacles in accordance with the Illinois Tollway Traffic Barrier Guidelines, latest edition. The DSE will prepare a strip map which identifies all areas of concern and meet with the Illinois Tollway and DCM to confirm expected level of analysis to be performed as part of the Barrier Warrant Analysis for each contract.

C. PRELIMINARY AND FINAL DESIGN ENGINEERING

1. ROADWAY REQUIREMENTS

- a. Utilize existing aerial mapping, including contours for developing exhibits, right-of-way analysis, etc.
- b. Identify utility impacts on construction, right-of-way, costs, and project schedule. Supplemental SUE services shall be performed by the I-17-4303 DSE.
- c. Identify and establish priority of right-of-way parcel acquisition needed for utility relocation and advance work needs within the project limits.
- d. Conduct supplementary survey as required.
- e. Develop maintenance of traffic and construction staging options for each alternative and corresponding progress schedules. The maintenance of traffic shall be submitted to agencies having jurisdiction over proposed roadways included in the plan for review prior to advancement of subsequent phases of design. The plan shall also be coordinated with adjacent design sections.

2. DESIGN AND PLAN PREPARATION – DETAILED REQUIREMENTS

During this phase, the DSE shall perform designs and prepare contract plans and documents for implementation of the project improvements, to include, but not be limited to, the following:

- a. Design services for preparing contract plans, special provisions and estimates for the Tri-State Tollway (I-294) Roadway Reconstruction between O'Hare Oasis to Balmoral Avenue.
- b. Performing Bridge Type Studies for new bridges proposed to be constructed. The use of Accelerated Bridge Construction (ABC) techniques will be considered as part of the studies.
- c. Perform Type, Size, and Location (TS&L) drawings for new bridge and retaining wall construction.
- d. Performing Wall Type Studies for new retaining wall design construction.
- e. Perform design services for noise walls.
- f. Performing analyses for new drainage structure installation and modification of the existing drainage system.
- g. Provide design of sediment and erosion control for all construction zones.
- h. Provide design of appropriate landscape and soil erosion/sedimentation control measures as necessary in accordance with the Illinois Tollway Environmental Studies manual.
- i. Design services for preparing contract plans and special provisions for installation of pavement markings, delineators, and signage for the contract limits.
- j. Provide barrier warrant analyses for all necessary locations and installation of guardrail, anchors and terminals to conform to the current AASHTO Guidelines and Illinois Tollway criteria.
- k. ITS/Fiber/AET Scope. The scope anticipated to be included as part of the construction contract(s) to be limited to the installation of IPDC foundations, ITS Gantry and DMS foundations, and the underground backbone duct package along the roadway corridor which will contain power and fiber optic cable installed under separate contract(s). ITS device design shall be performed under separate contracts. The I-17-4303 DSE will be required to coordinate with the DCM and I-17-4307 DSE for Advance ITS and Fiber Relocation to ensure operational and communication requirements are fulfilled for each stage of MOT. The I-17-4303 DSE shall be required to coordinate with the DCM and I-17-4308 DSE to ensure that final ITS device design is in conformance with the corridor requirements, and all assets are properly transferred between contracts.
- l. Electrical design services for updating existing roadway and underpass lighting and installing new roadway and underpass lighting as required by the Illinois Tollway Lighting Standards, design criteria, and corridor roadway lighting master plan. Coordinate with the DCM and I-17-4308 DSE for the corridor roadway lighting master plan. The I-17-4303 DSE will design temporary lighting, provide for the maintenance of existing/temporary lighting, and will determine the actual locations of, and prepare contract plans, special provisions, and estimates for the temporary and final roadway and underpass lighting.
- m. Perform detailed design for all overhead, cantilever, and ground mounted sign structures within the contract limits.
- n. Provide maintenance of traffic plans including those for impacts to local facilities.

- o. Utility coordination for protection and / or relocation of utilities.
- p. Provide assistance to and backup materials for the preparation of all required permits by the DCM.
- q. Perform geotechnical studies.
- r. Prepare all required permits.
- s. Perform INVEST planning and design evaluations.
- t. Perform environmental studies. Phase I Environmental Site Assessments (ESAs) were prepared by others. These shall be reviewed for content and Phase II Environmental Site Assessments are to be prepared including environmental borings and analysis. The DSE will further prepare all designs required for remediation recommendations resulting from the ESA and Remedial Action Plan (RAP).
- u. Coordination with the Illinois Tollway and DCM with regard to environmental issues including, but not limited to USACE, IEPA, NPDES, IDNR-OWR. The following tasks have been or will be completed and will be provided to the DSE: Biological Resource Review, Wetland Delineation, Cultural Resource investigation, Stream/Water Quality Investigation, tree transect survey, Special Waste Assessment, and Traffic Noise Analysis. The DSE will be responsible for performing detailed tree classification surveys. The DCM will prepare a comprehensive inventory of required permits for the overall Tri-State Tollway (I-294) project, secure select permits and approvals (including FAA approval and corridor-wide 404/401 permits), and support coordination of other required permits to be secured by the DSE. See Table B for information regarding permitting responsibilities. Required permit submittals for the project include, but are not limited to: approval from Federal Aviation Administration; permits from the U.S. Army Corps of Engineers, Illinois Environmental Protection Agency, Illinois Department of Natural Resources, U.S. Fish and Wildlife, Metropolitan Water Reclamation District, IDOT, Local Agencies, Local Soil and Water Conservation Districts, Local Forest Preserve Districts, Railroads, etc. The DSE will review and confirm the overall permits inventory as identified by the DCM. The DSE will support the DCM in securing other required construction permits in conformance with the established schedule, including preparation of permits not being prepared by the DCM. The DSE will be required to furnish plans, calculations, etc. as required for permit submittals. The DSE shall coordinate permit requirements with the DCM throughout the design phase. The DSE shall be responsible for ensuring that permit submittals and approvals are consistent with contract schedules.
- v. All other appurtenant and miscellaneous items. The following structures are included in this project:
 - Culvert 394C: Sister Stream: One mainline structure
 - Bridges 393/394: Irving Park Rd.: Two mainline structures
 - Bridge 394A: Irving Park Rd Ramp A: One ramp structure
 - Culvert 393C: Crystal Creek: One mainline structure
 - Bridges 389/390: Lawrence Avenue: Two mainline structures
 - Bridges 391/392: Soo Line Railroad: Two mainline structures
 - Bridge 363: Balmoral Ave.: One crossroad structure
- w. All other appurtenant and miscellaneous items.
- x. Following submittal of the Preliminary design plans, the Designer will participate in a Value Management Study. The VMS will be conducted by the DCM following preliminary submittal. The Designer will prepare exhibits, have key staff participate in the VMS, review the VMS finding, prepare

responses and dispositions for all findings, and implement into their design any recommended findings which are accepted by the Tollway.

- y. The DSE will include a review of the following contracts prepared by others to confirm that the design is compatible with that of the I-17-4303 design section:
 - i. Tri-State Tollway Roadway Reconstruction Contract I-17-4302

3. FINAL DESIGN SERVICES AND SUBMITTALS REQUIRED

Preparation of preliminary, pre-final, and final contract documents, special provisions, design and quantity calculations, and construction schedule to be reviewed by the Illinois Tollway.

1. The DSE must have MicroStation capabilities. All final documents shall be submitted in hard copy and electronic format and follow the Illinois Tollway CADD STANDARDS Manual.
2. The DSE shall coordinate and incorporate all requirements of other design contracts impacting this project, if any. The DSE shall meet with other DSE's and the DCM as often as required to ensure the final contract documents of all contracts relating to the limits are coordinated.
3. The DSE shall be responsible for coordinating designs with the DCM and the Illinois Tollway User Departments, including but not limited to, Toll Services, Traffic Operations, and Maintenance and Business Systems.
4. Maintenance of traffic and construction staging.
5. The DSE will be responsible for preparing and coordinating construction cost estimates with the DCM and the Illinois Tollway in accordance with the Illinois Tollway DSE Manual. The DSE is responsible for tracking the scope and cost estimate for construction contracts and coordinating changes with the DCM and the Illinois Tollway throughout the design phase. Final construction cost estimates will be developed by the DSE.
6. If required, preparation of plats of acquisition and associated legal descriptions.
7. All other submittals as required in the Illinois Tollway DSE Manual.
8. The DSE shall utilize the new Illinois Tollway stationing. Stationing of existing appurtenances shall be approximated from existing stationing and digital ortho imagery information.
9. Coordinate with the Illinois Tollway Project Manager and DCM on sending individual letters to municipal, township, county, and railroad officials with jurisdictional boundaries adjacent to the study area. Allow interested officials to review concepts under the Illinois Tollway consideration and comment on community issues of concern or support.
10. Coordinate with the Illinois Tollway Project Manager, the DCM, and the Illinois Tollway Planning Division on meeting with individual property owners, neighborhood groups, and their local officials as required to address their questions or concerns regarding indirect project impacts.
11. Submit DSE Quality Management Plan within 14 days of Notice to Proceed.
12. The DSE is responsible for submittal of documents required during contract advertisement and as required for contract addenda in accordance with the Illinois Tollway DSE Manual. The DSE shall coordinate with the DCM and Illinois Tollway as necessary.

13. Provide required information to support the Illinois Tollway's coordination activities with the Tri-State Tollway (I-294) Local Advisory Committee.

D. STRUCTURAL CONSTRUCTION

1. Perform cursory inspection of structures that are to be rehabilitated to provide repair recommendation verification to supplement the Bridge Condition Report.
2. The DSE will prepare Bridge Type Studies for new bridges proposed to be constructed.
3. The DSE will prepare Wall Type Studies for new retaining walls proposed to be constructed.
4. The DSE will prepare Type, Size, and Location plans for proposed bridges (see Table A), retaining walls and culverts as required within the project limits.
5. The DSE will prepare contract plans and specifications for proposed bridges (see Table A), retaining walls, and culverts as required within the project limits.
6. The DSE will prepare contract plans, special provisions and estimates for IPDC foundations and ITS Gantry and DMS Foundations within the project limits.

E. DRAINAGE

1. The existing drainage facilities as represented in the concept plans and available Tri-State Tollway (I-294) as-built plans will be reviewed by the DSE to determine level of completeness and to identify potential additional drainage survey requirements. The DSE shall inspect existing storm drainage pipes to remain for condition assessment.
2. Drainage calculations including culvert and storm sewer sizing will be provided by the DSE.
3. Analysis of alternatives for the proposed drainage system will be required by the DSE. Anticipated alternatives include the staging of the proposed drainage improvements, detention alternatives, and best management practices as applicable. The prior drainage calculation reports from the concept plans and Tri-State Tollway (I-294) reconstruction will be provided for starting background.
4. The proposed right-of-way and easement requirements will be evaluated to accommodate the proposed drainage design.

F. ENVIRONMENTAL STUDIES AND REPORTS

1. Determine and evaluate potential environmental impacts. Precautions should be taken to limit wetland impacts to those presented in the Section 404 permit application submitted by the DCM and which was the basis for the USACE Section 404/IEPA Section 401 water quality certification authorizations issued for the Tri-State Tollway (I-294) project. The DSE shall coordinate immediately with the DCM if design changes result in an increase in impacts as coordination with regulatory resource agencies would be required.
2. Completion of Part II Environmental Studies Inventory Sheet (ESIS). Part I was evaluated during the Master Plan Phase. Therefore only Part II shall be submitted with preliminary plans.
3. Evaluate and develop sediment and erosion control plans/measures if necessary.

4. Preparation of plans as required for USACE review of resource impacts and shall include appropriate details including grading plans, soil erosion and sediment control plans, Best Management Practices plans, existing and proposed drainage plans, and wetland/waters mitigation plans.
5. Prepare Phase II ESA in accordance with the Illinois Tollway Environmental Studies Manual, latest edition, and ASTM E1903 Standard Practice for Environmental Site Assessments, Phase II as applicable. Prepare a Remedial Action Plan in accordance with the aforementioned criteria as applicable and in accordance with IEPA requirements for Site Remediation Programs. Prepare a Remedial Action Plan (RAP) in accordance with the aforementioned criteria as applicable and in accordance with IEPA requirements for Site Remediation Programs.

G. MAINTENANCE OF TRAFFIC

The DSE shall prepare Maintenance of Traffic deliverables in accordance with the Illinois Tollway Design Section Engineer Manual, latest edition, as amended by the Illinois Tollway. The maintenance of traffic plans and studies shall provide for protection and maintenance of the Illinois Tollway and crossroad traffic, and maintenance of toll operations during construction. The DCM shall coordinate traffic staging and maintenance of traffic for the corridor with the individual DSEs for the project. The coordination shall include ensuring that regional impacts are minimized and to ensure that traffic is maintained during construction. Contract completion dates shall be coordinated between design contracts. The existing number of traffic lanes shall be maintained on the mainline in each direction on the Tri-State Tollway (I-294) between O'Hare Oasis (M.P. 37.8) to Balmoral Avenue (M.P. 40.0) during peak hours.

H. UTILITIES

1. The DSE shall coordinate with utility companies and with the DCM throughout the design phase. The DSE shall be responsible for ensuring that utility relocation activities are consistent with contract schedules.
2. The DSE will be required to provide a copy of the agency utility contact log on a monthly basis.
3. Verify location of existing communications cables and utilities with respect to the proposed improvements.
4. All utilities coordination shall be performed in accordance with the Illinois Tollway DSE Manual, specifically with requirements of Subsection 4.5.18 and Section 6.

I. GEOTECHNICAL

1. For the bridges, retaining walls, noise walls, culverts, sign structure, IPDC, ITS Gantry and lighting foundations, the DSE will select proposed boring locations for approval by the Illinois Tollway. The DSE shall review the borings obtained in Phase I. The DSE will provide a boring map to the DCM. If required, the DSE will be responsible for providing information to the DCM as required for obtaining right of entry and permits to perform any subsurface exploration.
2. The DSE will provide subsurface exploration, utility checks, laboratory testing, and a Soil survey report. If required, pavement corings will be taken at locations

selected by the DSE to gather information for the pavement design. The pavement design for local system roadways will be provided by the agency having jurisdiction of the roadways and the Illinois Tollway will determine mainline and ramp pavement section designs for toll roadway pavements. The DCM will provide applicable agencies and the Illinois Tollway with information necessary for designing pavement sections.

3. The DSE will prepare Structural Geotechnical Reports (SGR) that summarizes the exploration and studies described above. The SGR will follow the Illinois Tollway SGR procedure. The SGR contains geotechnical recommendations related to bridge foundations, retaining wall foundations, slope walls, side slopes, pavement, sign structure, ITS Gantry, lighting foundations, and traffic signal foundations.

III. DESIGN SECTION ENGINEER'S (DSE's) SERVICES

A. EXECUTION OF ENGINEERING SERVICES

1. The DSE shall furnish services in accordance with the articles contained in the Illinois Tollway DSE Manual and all applicable Illinois Tollway Criteria, Manuals, and Bulletins.

B. FIELD SURVEY

1. The DCM will provide available survey information to the DSE. The DCM will establish a centerline and benchmarks for subsequent use by the DSE for the Tri-State Tollway (I-294) between O'Hare Oasis (M.P. 37.8) to Balmoral Avenue (M.P. 40.0). The DSE will review the survey information and coordinate discrepancies with the DCM. Additional benchmarks will be provided by the DSE as necessary.
2. The DSE shall perform all additional survey work necessary for the design of the project in accordance with the appropriate sections of the Illinois Tollway DSE Manual, or as required for compliance with governing design criteria to provide a complete and acceptable design.
3. Maximum use shall be made of the Illinois Tollway's record drawings and Phase I Engineering documents; however, it is the Design Section Engineer's responsibility to verify all topography in the field.
4. The DSE shall obtain adequate survey information for determining barrier warrant analysis, etc. including approach shoulder drainage and appurtenances.
5. The DSE shall utilize the Illinois Tollway's record drawings and verify features in the field and utilize stationing on drawings only as a reference for the location of the structures. It is not the intent for the DSE to re-establish stationing in the field.
6. All coordination with Agencies, including but not limited to the U.S. Army Corps of Engineers, the Illinois Department of Natural Resources, the Illinois Environmental Protection Agency, the Office of Water Resources, and the Illinois Department of Transportation shall be conducted through Illinois Tollway and DCM. The DSE will be expected to assemble information and documents necessary for Illinois Tollway to perform such coordination.

7. All coordination with railroads shall be conducted through the DCM and per the Illinois Tollway DSE Manual.

C. PLATS AND LEGALS

1. This contract is anticipated to require up to 25 separate property acquisitions. DSE to prepare plat and legal description documents associated with each Plat of Acquisition (POA) as well as coordinate and provide assistance to the Tollway Land Acquisition Unit as needed to complete each required acquisition. Documents shall be prepared in a timely manner so to not impede the Tollway property acquisition schedule.

IV. ITEMS TO BE FURNISHED TO THE DESIGN SECTION ENGINEER

In addition to the items to be provided as described in the DSE's Manual, the following will be supplied:

1. Items identified in Section II.
2. It shall be the responsibility of the DSE to select the applicable reduced record drawings from the Illinois Tollway's website at www.illinoisvirtualltollway.com.
3. Available inspection reports from current jurisdictional agencies for facilities within the project limits.
4. The Illinois Tollway's biennial structural inspection report of the bridges within the project limits.
5. Digital Ortho-Imagery, contours, horizontal and vertical survey control, and center line of the project limits.
6. Copies of Illinois Tollway Standard Specifications, Standard Drawings, and Illinois Tollway Design Manual can be obtained from the Illinois Tollway's website at www.illinoistollway.com.
7. Copy of Illinois Tollway Railroad and utility agreements (as required).
8. Copy of Bridge Condition Reports (as required).
9. Maintenance Section Reports.
10. General Engineering Consultant's Special Issue Log.

PROJECT SCHEDULE

**Contract No. I-17-4303
Tri-State Tollway, Roadway Reconstruction and Bridge Rehabilitation,
O'Hare Oasis (M.P. 37.8) to Balmoral Avenue (M.P. 40.0)**

SCHEDULE

1.	Scoping Meeting	7/25/2017
2.	Design Scope Submittal	8/11/2017
3.	Design Scope Approval	9/6/2017
4.	Notice to Proceed	11/9/2017
5.	Project Kick-Off Meeting	11/20/2017
6.	Concept Submittal	3/2018
7.	Preliminary Submittal	10/2018
8.	Pre-final Submittal	4/2019
9.	Final Submittal	TBD
10.	Advertise	TBD
11.	Bid Opening	TBD
12.	Board Award	TBD
13.	Construction Start Date	TBD

^a Design for this project is scheduled to begin in 2017. Construction of this project is not scheduled. Listed dates are subject to change and correspond to the advertisement date and construction start dates for the earliest roadway contract. The intent of is to advance the design to enable the Illinois Tollway to proceed to construction in advance of the above listed dates if possible and practical in coordination with the DCM and overall Tri-State Tollway Master Corridor Schedule and program priorities.

**TABLE A:
BRIDGES LOCATED WITHIN THE PROJECT LIMITS**

**Contract No. I-17-4303
Tri-State Tollway (I-294), Roadway Reconstruction and Bridge Rehabilitation,
O'Hare Oasis (M.P. 37.8) to Balmoral Avenue (M.P. 40.0)**

Bridge #	Traffic Direction	Mile Post	Location	Tollway Over (O) Under (U)	Type of Bridge ¹	Maintenance**
394C	NB	38.10	Sister Stream: One mainline structure	O	Culvert	A
393/394	NB/SB	38.30	Irving Park Rd.: Two mainline structures	O		C
394A	NB	38.30	Irving Park Rd Ramp A: One ramp structure	O		A
393C	NB/SB	38.40	Crystal Creek: One mainline structure	O	Culvert	A
389/390	NB/SB	39.00	Lawrence Avenue: Two mainline structures	O		A
391/392	NB/SB	39.30	Soo Line Railroad: Two mainline structures	O		A
363	EW	39.82	Balmoral Ave.: One crossroad structure	U		B

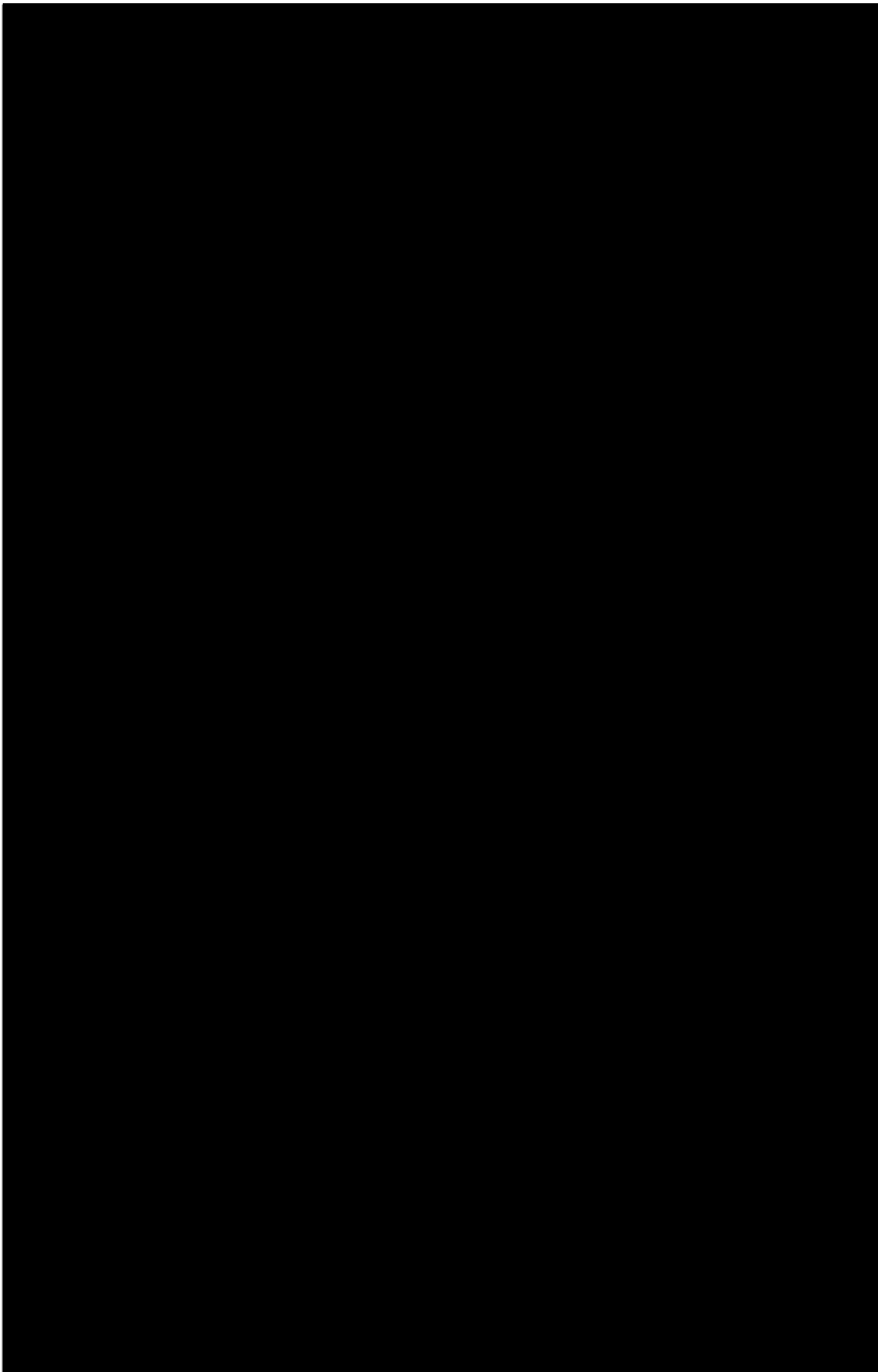
** A Type – Illinois Tollway has complete maintenance responsibility.

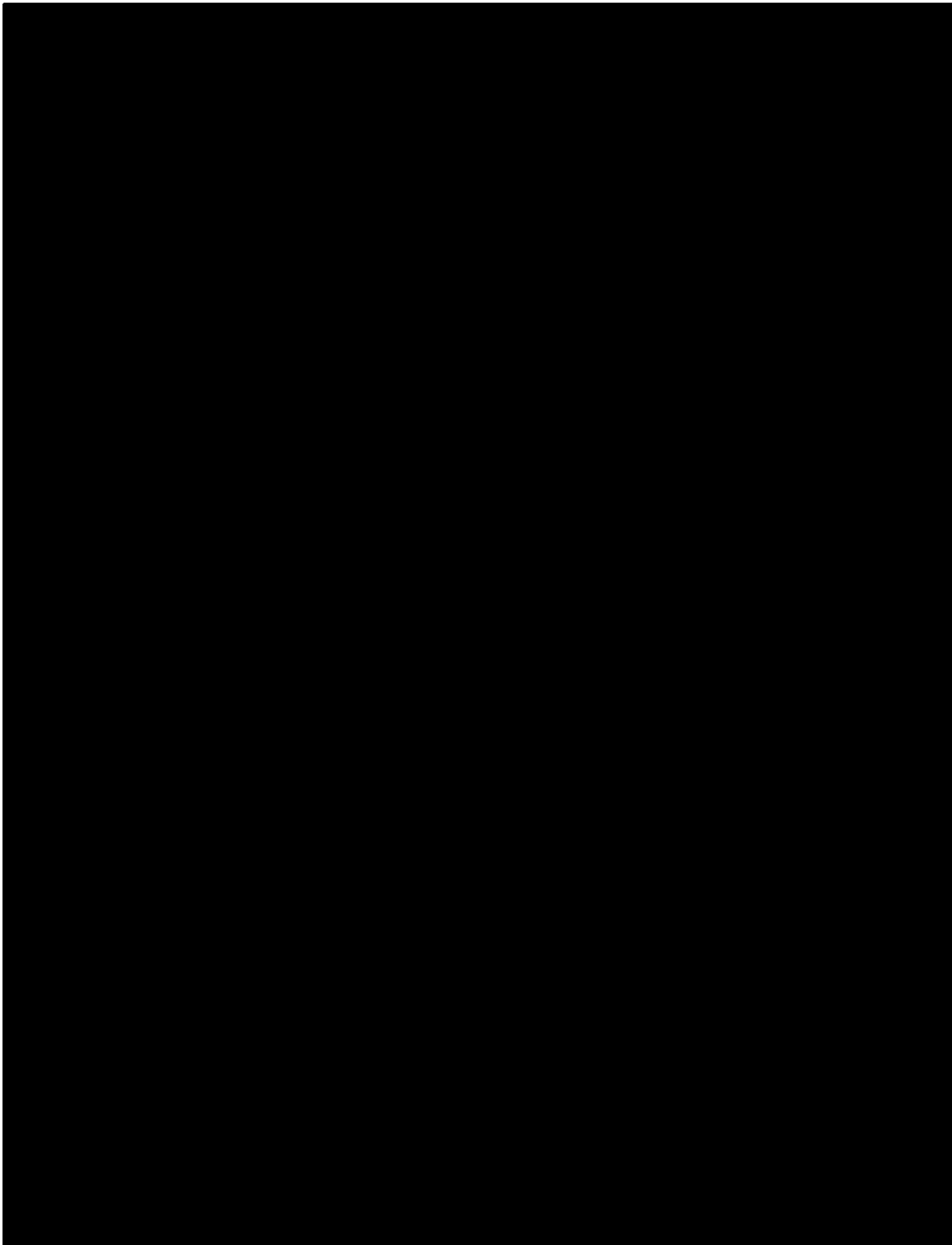
** B Type – Illinois Tollway has partial maintenance responsibility.

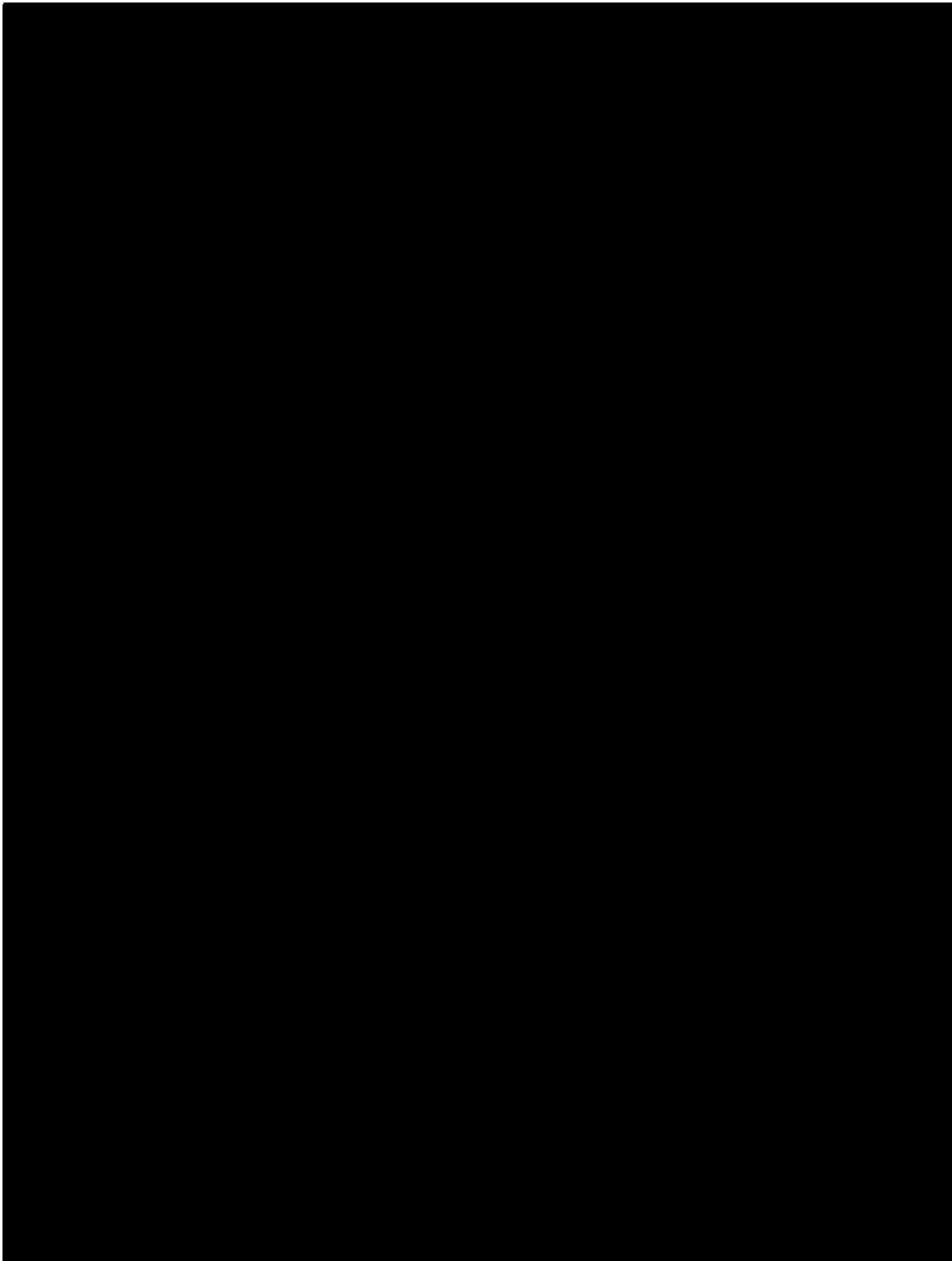
** C Type – Illinois Tollway has complete or partial maintenance responsibility.

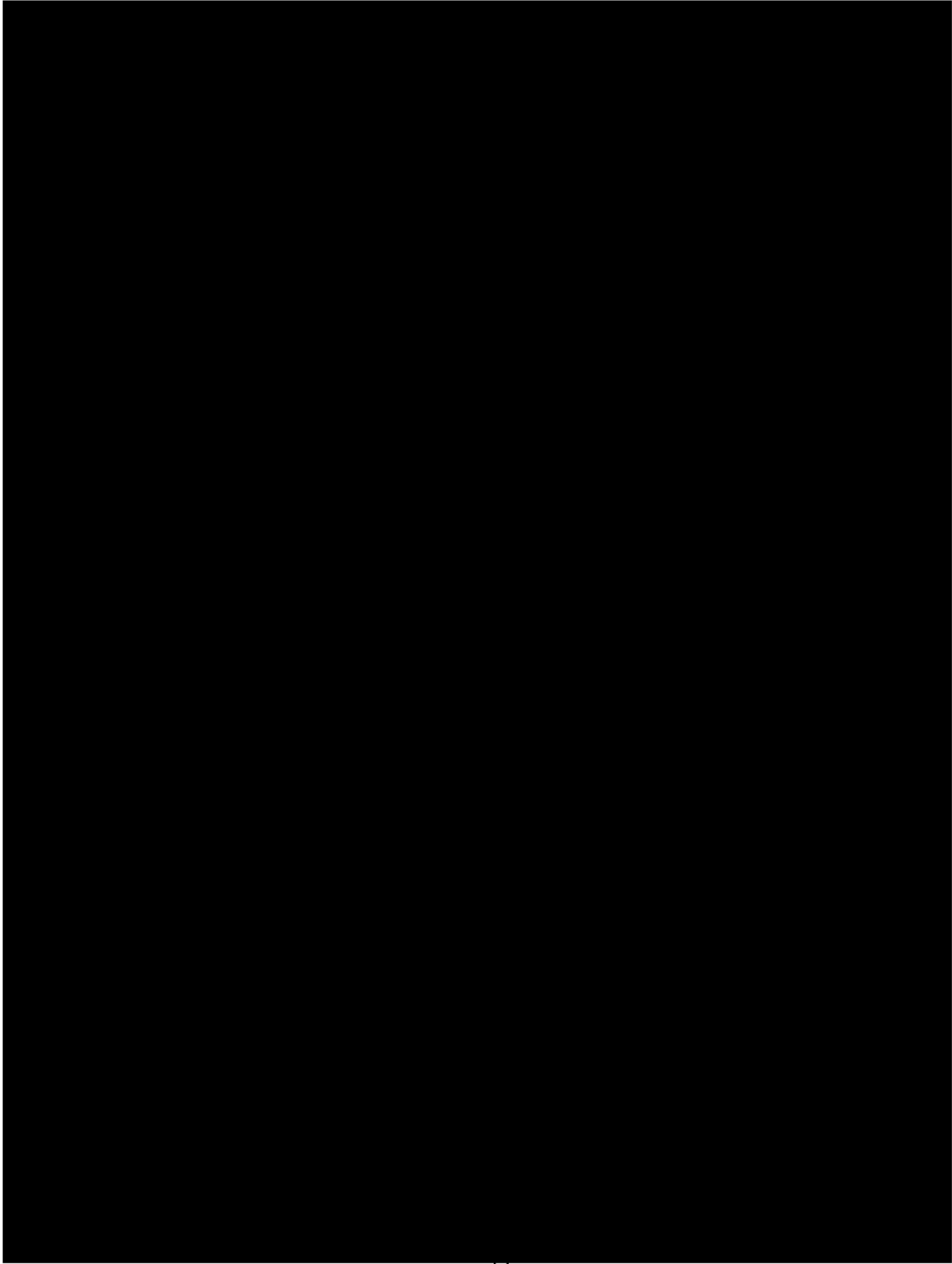
¹ Bridge type and span arrangements subject to confirmation by the DSE through Type, Size and Location studies.

**TABLE B:
TRI-STATE TOLLWAY (I-294) PERMITTING AND
AGREEMENTS RESPONSIBILITY MATRIX**









APPENDIX TO EXHIBIT F

Contract No. I-17-4303

AMERICAN SURVEYING & ENGINEERING, P.C.

SCOPE OF SERVICES

1. Supplemental SUE Level C and B Services

Provide the field and office services necessary to provide updated SUE Level B data as needed to supplement the Level B data provided by the DSE / Tollway. An example of this is when a utility line may have been newly constructed, relocated or abandoned since the acquisition of the tollway's Level B data.

1. Review Survey data
2. Draw base file mapping for Sewer and Storm Lines (3D)
3. Field Review of surface utility topo items
4. Coordinate Obsolete or Missing Survey data
5. Supplemental SUE Level B
6. Field survey missing pedestals, risers, utility manholes, switchgear.
7. Update Base Utility CADD files
8. Periodic Site Visits for data resolution

1. Utility Conflict Analysis for SUE Level A Locates

Review the proposed improvements versus the existing buried utilities to identify potential conflicts. The potential conflicts will be coordinated with the designers so as to identify those locations that will require SUE level A exposures.

1. Review improved utility file compared to proposed improvements
2. Identify potential conflicts of proposed improvements versus existing utilities.
3. Create permit and field exhibits that show the N&E location of potential conflicts.
4. Maintain conflict spreadsheet that tracks the potential conflict number, location, type and size of utility, JULIE status, and status of Level A completion.
5. Coordinate with designers and tollway on the need for Level A exposures.
6. Periodic Site Visits for data resolution.

7. Coordinate with DSM for Design changes and Utility Conflict Changes throughout design period.

1. SUE Level A

Coordinate SUE Level A exposures of exiting utilities deemed to be in conflict with the proposed improvements.

Level A exposure result exhibits shall be prepared per Tollway requirements.

1. Establish traffic control requirements for Field work
2. Coordinate with Utility Owners for Notification
3. Prepare and track status of JULIE DIG tickets
4. Apply for Right of Entry Agreements for Railroads and /or other property owners
5. Apply for Roadway permits (when applicable)
6. Core improved surfaces (when applicable)
7. Vacuum excavate potential conflict locations to determine x,y,z location of existing utility.
8. Interpolate Sewer and Storm top of pipe elevations using structure data.
9. Update SUE, D, C, and B line work in model file to represent Level A results.
10. Maintain Conflict spreadsheet to depict Level A results and status
11. Prepare Deliverable (updated model file, level A results, photos, and field book data).
12. Periodic Site Visits for data resolution

EXHIBIT G**Contract No. I-17-4303****AMERICAN SURVEYING & ENGINEERING, P.C.****CURRENT OBLIGATIONS FOR PROJECT**

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
P-93-011-10	Land Surveys and Preparation and Review	\$300,000.00	\$134,000.00	5/1/2019
P-92-099-11	Various Survey Projects, Various Routes, Various Counties, Region Two/District Two	\$350,000.00	\$129,000.00	10/31/2021
RR-14-4223	Tri-State Tollway, Roadway Study, 95th Street (M.P. 17.5) to Cermak Road (M.P. 29.5)	\$503,981.18	\$484,000.00	2/1/2017
I-11-4014	Elgin O'Hare Western Bypass Tollway, Design Corridor Management ASE #211098	\$8,162,850.20	\$1,200,000.00	5/31/2017
I-13-4119	I-88 Photo control: I-39 to Sterling, IL	Work order contract	TBD	TBD
I-13-4623	Elgin O'Hare Western Access, I-290 to IL 83 Advance Work Contracts	\$144,876.45	\$141,522.58	3/27/2022
RR-14-4181	Fiber Optic Maintenance #214009.2	\$1,172,560.00	\$609,000.00	4/15/2019
I-15-4659	Wight - Phase II and Phase III	Work order contract	\$65,000.00	TBD
I-15-4657	AMEC TY LIN EOWA I-294	\$849,154.00		
P-91-001-16	IDOT Survey Various/Various	\$500,000.00	\$500,000.00	
P-94-008-14	IDOT Survey Various/Various	\$300,000.00	\$287,000.00	
RR-10-9973	Various Locations ASE #210098	\$253,627.83		
RR-14-4181	Fiber Optic Maintenance ASE #214009	\$425,000.00		
R-15-99-75R	Tollway Systemwide GEC	\$399,412.30		
RR-16-4265	Central Tri-State Design	\$989,805.00		
I-16-4266	IL-53 EIS ASE #216065	\$750,000.00		

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1				6			
	Direct Labor	_____			Direct Labor	_____	
	Direct Costs	_____			Direct Costs	\$ -	
	Services by Others	_____			Services by Others	\$ -	
	Additional Services **	_____			Additional Services **	\$ -	
	Total this Subconsultant (ULC)	\$ -			Total this Subconsultant (ULC)	\$ -	
2				7			
	Direct Labor	_____			Direct Labor	_____	
	Direct Costs	_____			Direct Costs	\$ -	
	Services by Others	_____			Services by Others	\$ -	
	Additional Services **	_____			Additional Services **	\$ -	
	Total this Subconsultant (ULC)	\$ -			Total this Subconsultant (ULC)	\$ -	
3				8			
	Direct Labor	_____			Direct Labor	_____	
	Direct Costs	\$ -			Direct Costs	\$ -	
	Services by Others	\$ -			Services by Others	\$ -	
	Additional Services **	\$ -			Additional Services **	\$ -	
	Total this Subconsultant (ULC)	\$ -			Total this Subconsultant (ULC)	\$ -	
4				9			
	Direct Labor	_____			Direct Labor	_____	
	Direct Costs	\$ -			Direct Costs	\$ -	
	Services by Others	\$ -			Services by Others	\$ -	
	Additional Services **	\$ -			Additional Services **	\$ -	
	Total this Subconsultant (ULC)	\$ -			Total this Subconsultant (ULC)	\$ -	
5				10			
	Direct Labor	_____			Direct Labor	_____	
	Direct Costs	\$ -			Direct Costs	\$ -	
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	Additional Services **	\$ -			Additional Services **	\$ -	
	Total this Subconsultant (ULC)	\$ -			Total this Subconsultant (ULC)	\$ -	

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="width: 20%; border-bottom: 1px solid black;"></td> <td style="width: 50%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right; border-bottom: 1px solid black;">\$ -</td> <td></td> </tr> </table>	Direct Labor			Direct Costs			Services by Others			Additional Services **			Total this Subconsultant (ULC)	\$ -	
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** Additional services funds require prior authorization before use

	TOTAL Non-DBE/MBE/WBE Subconsultants: \$ -
	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: O'Brien & Associates, Inc.

Contract Number: I-17-4303

Proposal Date: 10/10/2017

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-17-4303

Consultant: O'Brien & Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017											Grand Total Exhibit A Hours	TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Geotechnical Engr												150	150	1,330
TOTALS												150	150	1,330

Contract Number: I-17-4303

Consultant: O'Brien & Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Geotechnical Engr	150	150	150	150	150	140	90	80	80	28			1168
TOTALS	150	150	150	150	150	140	90	80	80	28			1168

Contract Number: I-17-4303

Consultant: O'Brien & Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Geotechnical Engr				1				1				1	1	3
TOTALS													1	3

Contract Number: I-17-4303

Consultant: O'Brien & Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Geotechnical Engr			1				1						1			3
TOTALS			1								1				1	3

Contract Number: I-17-4303 Consultant: O'Brien & Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2022												TOTAL HOURS				
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
Geotechnical Engr				1			1					1					3
TOTALS				1			1					1					3

Contract No.: I-17-4303 Consultant: O'Brien & Associates, Inc.

Date: 10/10/2017

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 60 No. OF MONTHS
 SCHEDULED START DATE: 12/1/2017
 RAISE DATE: 1/1/2018
 PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date	Date
12/1/2017 - 12/31/2017	1/1/2018 - 12/31/2018	1/1/2019 - 12/31/2019	1/1/2020 - 12/31/2020	1/1/2021 - 12/31/2021		
1.0	12.0	12.0	12.0	12.0		
60.0	60.0	60.0	60.0	60.0		
1.67% Escalation Factor First Period	20.00% Escalation Factor Second Period	20.00% Escalation Factor Third Period	20.00% Escalation Factor Fourth Period	20.00% Escalation Factor Fifth Period		

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date	Date
1/1/2022 - 11/30/2022						
11.0						
60.0	60.0	60.0	60.0	60.0	60.0	60.0
18.33% Escalation Factor Sixth Period						

The escalation factor for this project is: 100.00%

Contract No.: I-17-4303

Consultant: O'Brien & Associates, Inc.

Date: 10/10/2017

Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES							DIRECT COST		
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	OVERTIME PREMIUM		
							Escalated Average O/T Premium Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)	
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	250.00	Total Estimated O/T Hours: 1,330.00	Total Overtime Premium: \$51,670.50	
No	Project Manager	\$40.00	\$70.00	\$42.00	\$42.00	270.00	Average Premium O/T Hourly Rate: \$38.85		
No	Senior Engineer/Planner	\$40.00	\$70.00						
No	Resident Engineer	\$40.00	\$70.00						
No	Project Engineer/Planner	\$25.00	\$60.00	\$36.00	\$36.00	40.00			
No	Staff Engineer/Planner	\$20.00	\$40.00	\$30.00	\$30.00	290.00			
No	Engineer /Accountant	\$20.00	\$60.00	\$30.00	\$30.00	56.00			
No	Senior Technical Specialist	\$25.00	\$60.00	\$36.00	\$36.00	44.00			
No	Technical Specialist	\$15.00	\$50.00	\$32.50	\$32.50	140.00			
No	Architect	\$30.00	\$70.00						
No	Really Specialists	\$20.00	\$70.00						
No	Intern	\$8.25	\$20.00	\$15.00	\$15.00	100.00			
No	Admin/Clerical	\$8.25	\$40.00	\$24.13	\$24.13	140.00			

EXHIBIT "1"

Contract No.: I-17-4303

Consultant: O'Brien & Associates, Inc.

Date: 10/10/2017

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	President	Josephine O'Brien	\$50 - \$70
	Principal Geotechnical Engineer	Dixon O'Brien	
Project Manager	Project Manager	James Wandell	\$40 - \$70
Senior Engineer/Planner			\$40 - \$70
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Engineering Geologist	Vernon Brown	\$25 - \$60
Staff Engineer/Planner	Staff Engineer	Joe Abu-Bakr	\$20 - \$40
Engineer /Accountant	Field Drilling Supervisor	Thomas J. O'Brien	\$20 - \$60
Senior Technical Specialist	Laboratory Supervisor	John A Eisenhut	\$25 - \$60
Technical Specialist	Laboratory Assistant	Andris Tiliks	\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern	Intern	Nolan E. O'Brien	\$8.25 - \$20
Admin/Clerical	Admin/Clerical	Colleen Kaufmn	\$8.25 - \$40

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. VEHICLE REIMBURSEMENT - rate based on link below**
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>

- B. ALLOWABLE DIRECT COSTS - based on link below**
http://www.illinoistollway.com/documents/10157/2389762/12_LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_10012013.PDF

- C. ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

DIRECT COST CATEGORY

NONE

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 296,082.00

ALLOWABLE DIRECT COSTS

10.01.2013

Effective for contracts awarded on or after October 1, 2013, the following costs are allowable when requested by the Department and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Vehicle Rental	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day
Vehicle Half-day Rate	\$32.50/half day
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography and mapping	Actual Cost
Utility exploratory trenching	Actual Cost

ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- **Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

Cell Phones	Unallowable
Radio Communication	Actual Cost
2-way Radio	Actual Cost

Vehicles (Only for Vehicles assigned to project)

Rental (Daily Rate Only) - Including Tolls	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day

The number of days will be calculated as follows:

For extended stay** - Number of days on job site plus one

Day to travel to and from job site

Weekly (hotel) – Number of days on job site plus one day to

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

**Extended Stay Status applies to individuals on the project over 20 Consecutive working days. The decision whether individuals will stay over the weekend will be made after the Contractor's schedule is available and shall be made jointly by the Consultant Liaison and the IDOT Resident.

NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CSE Manual allowance.

EXHIBIT D

Contract No. I-17-4303

Direct Costs

Tri-State Tollway GEOTECHNICAL

October 2, 2017

FIELD SERVICES		Unit Cost		Cost
Mobilization	2 ea	\$ 500.00 /ea	\$	1,000.00
Daily Mobilization	28 ea	\$ 200.00 /ea	\$	5,600.00
Mobilization - Night	2 ea	\$ 750.00 /ea	\$	1,500.00
Daily Mobilization - Night	14 ea	\$ 300.00 /ea	\$	4,200.00
ATV Mobilization (additonal/mob)	5 ea	\$ 1,000.00 /ea	\$	5,000.00
Drill Rig and 2-man crew (Regular)	272.0 hrs	\$ 360.00 /hr	\$	97,920.00
Drill Rig and 2-man crew (OT/Night)	136.0 hrs	\$ 540.00 /hr	\$	73,440.00
Bore/Corehole Abandonment	4515 feet	\$ 2.00 /ft	\$	9,030.00
Traffic Control Lane/Shoulder Closure	0 days	\$ 3,000.00 /day	\$	-
Support Truck (Crew)	51 days	\$ 55.00 /day	\$	2,805.00
Generator/Lights	14 days	\$ 75.00 /day	\$	1,050.00
Bit Wear, AC	in	\$ 3.00 /in	\$	-
Layout/Utility Meet/Site Coordination	112.0 hrs	\$ 135.00 /hr	\$	15,120.00
Field Engineer/Geologist	280.0 hrs	\$ 110.00 /hr	\$	30,800.00
Field Engineer/Geologist - Night	136.0 hrs	\$ 135.00 /hr	\$	18,360.00
Support Vehicle (Layout/Field Eng)	66 days	\$ 55.00 /day	\$	3,630.00

FIELD SERVICES TOTAL		FIELD SERVICES TOTAL	\$	269,455.00
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GEOTECHNICAL LABORATORY TESTING

Moisture Content	1806 ea	\$ 4.50 /ea	\$	8,127.00
Unconfined (Rimac)/Density	0 ea	\$ 15.00 /ea	\$	-
Calibrated Hand Penetrometer	0 ea	\$ 3.00 /ea	\$	-
Organic Content	40 ea	\$ 80.00 /ea	\$	3,200.00
Combined Analysis (ASTM C-422)	90 ea	\$ 100.00 /ea	\$	9,000.00
Atterberg Limits (ASTM D-4318)	90 ea	\$ 70.00 /ea	\$	6,300.00

LABORATORY TESTING TOTAL		GEO TESTING TOTAL	\$	26,627.00
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TOTAL		TOTAL	\$	296,082.00
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Contract No.: I-17-4303

Consultant: O'Brien & Associates, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Dixon O'Brien, PE

Classification: Geotechnical

Name: _____

Classification: _____

Name: _____

Classification: _____

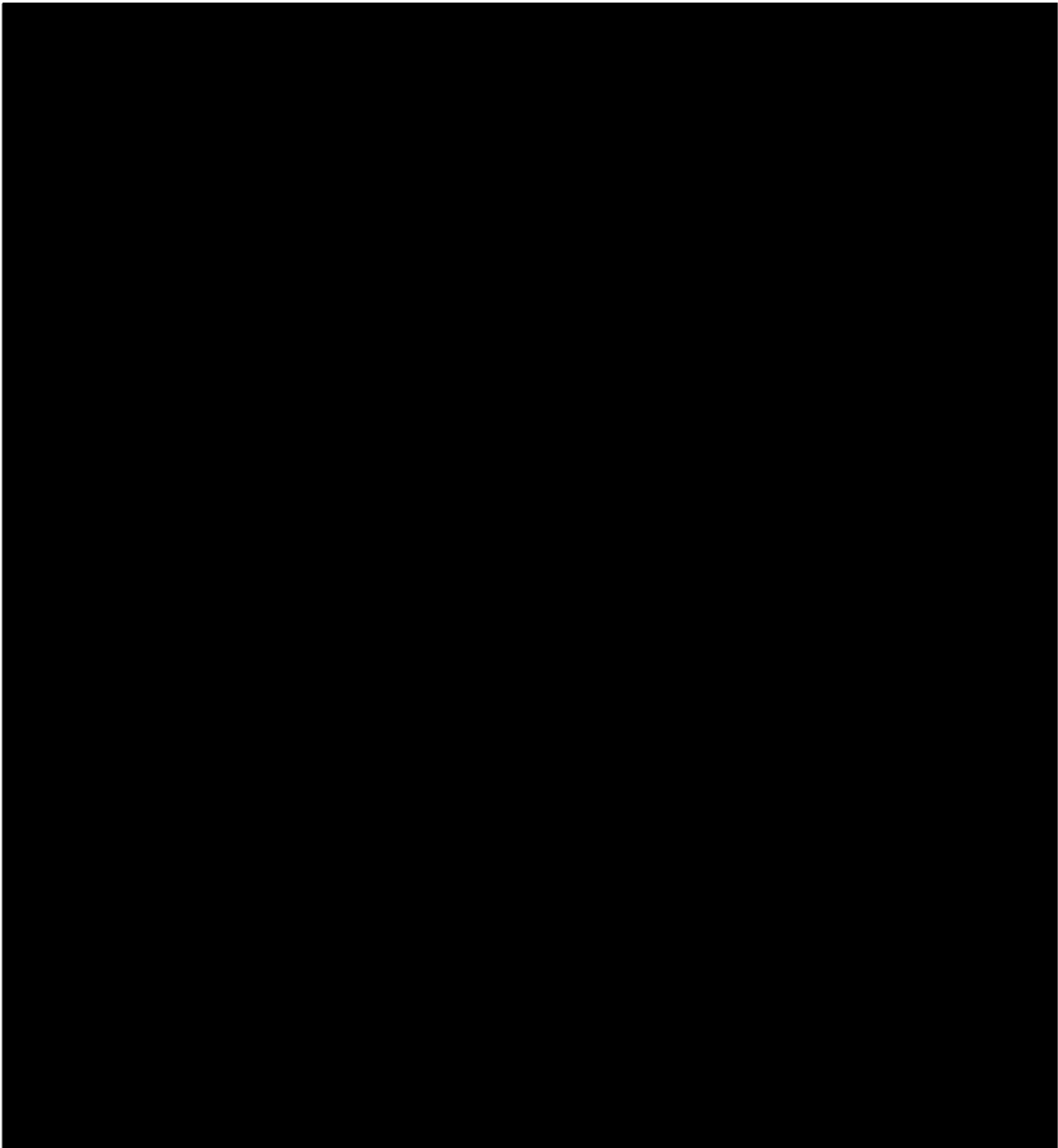
Name: _____

Classification: _____



O'BRIEN & ASSOCIATES, INC.

DIXON O'BRIEN, P.E.
GEOTECHNICAL ENGINEER



1235 East Davis ♦ Arlington Heights, Illinois ♦ Phone (847) 398-1441 ♦ Fax (847) 398-2376
email: dixonobrien@obainc.net

APPENDIX TO EXHIBIT F

Contract No. I-17-4303

O'Brien & Associates, Inc.

SCOPE OF SERVICES

Each firm will be bound to the Tollway's Exhibit F Scope of Work as prepared by the Tollway. Each firm will perform only work they are qualified to perform to the professional Standard of Care level required by the Tollway. Work tasks will be assigned by the combined management team consisting of Bowman, Barrett & Associates Inc. and Christopher B. Burke Engineering, Ltd., as required to meet the expectations of the Tollway for this project.

Exhibit F

Scope of Work

**Tri-State Tollway, Roadway Reconstruction and Bridge Rehabilitation,
O'Hare Oasis (M.P. 37.8) to Balmoral Avenue (M.P. 40.0)**

Contract No. I-17-4303

Illinois State Toll Highway Authority

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I. PROJECT DESCRIPTION

This project is to prepare Phase II engineering services for the preparation of contract plans and specifications and project related permits for the proposed improvements including, but not limited to, reconstruction of the Tri-State Tollway (I-294) between O'Hare Oasis (M.P. 37.8) and Balmoral Avenue (M.P. 40.0).

The scope of proposed improvements includes roadway design, reconstructing / rehabilitation of bridges, retaining wall design, noise wall design, new drainage structures and modification of existing drainage system, erosion control for all construction zones, design of appropriate landscape and soil erosion/sedimentation control measures as necessary, pavement markings, delineators and signage, barrier warrant analysis and installation of guardrail, anchors and terminal, update roadway lighting, maintenance of traffic, protection and relocation of utilities, and other appurtenant and miscellaneous construction.

II. ITEMS OF WORK TO BE INCLUDED IN CONTRACT I-17-4303

The Design Section Engineer's (DSE) services under Contract I-17-4303 shall consist of Phase II engineering services for the above described project, together with the identification of potential utility conflicts as per the requirements of the Illinois Tollway Design Section Engineer Manual, as amended by the Illinois Tollway, and herein specified. The design criteria and policies, Standard Specifications, materials, and construction requirements of the Illinois State Toll Highway Authority shall apply to all portions of the improvement under Illinois Tollway jurisdiction. The design criteria and policies, materials, and construction requirements of the Illinois Department of Transportation shall apply outside the Illinois Tollway jurisdiction area.

This contract may develop construction packages as follows:

1. Mainline contracts from O'Hare Oasis to Balmoral Avenue.
2. An additional construction contract.

Master Plan and Advanced Engineering Studies (AES) has been performed by Illinois Tollway Contracts RR-14-4221, RR-14-4222, RR-14-4223 and RR-14-4224. The DSE will review the advanced engineering studies design geometry within the project limits and provide concept design plans for necessary refinements which will include the recommended horizontal geometry and vertical profile in accordance with the Illinois Tollway Design Section Engineer Manual, latest edition, as amended by the Illinois Tollway, and as otherwise noted below, which shall include, but not be limited to, the following:

A. CONCEPT DESIGN VERIFICATION REQUIREMENTS

The DSE will be responsible for reviewing the AES documents completed to date as referenced above and providing concept (30%) design deliverables as further defined herein.

The DSE review of AES documents prepared to date shall include, but not necessarily be limited to, the following:

1. Project scope
2. Project budget. The DSE shall review and validate the AES cost estimate and provide an updated concept (30%) level cost estimate based on recommendations from the AES verification.
3. Project schedule. The DSE shall confirm or provide a recommended construction schedule for proposed construction contract package(s) within the contract limits. The DSE shall coordinate with the DCM to ensure that schedules are supported and can be accommodated within the overall Tri-State Tollway Master Corridor Schedule.
4. Project concept review including geometrics, right-of-way requirements, materials, maintenance of traffic, drainage, number of construction contracts, design criteria, cost benefit analysis, alternatives analysis, and all other appurtenant and miscellaneous items.
5. Design Criteria Review. The DSE shall review the current Illinois Tollway Design Criteria and evaluate the impact of updating the concept submittal prepared to date to be in conformance with the current design criteria.
6. Design Deviations prepared to date. The DSE shall coordinate with the DCM and adjacent Tri-State Tollway DSE sections to confirm whether or not deviations are still required.
7. Review of corridor roadway lighting design concept by I-17-4308 DSE.
8. Evaluation of Roadside obstacles in accordance with the Illinois Tollway Traffic Barrier Guidelines, latest edition. The DSE will prepare a strip map which identifies all areas of concern and meet with the Illinois Tollway and DCM to confirm expected level of analysis to be performed as part of the Barrier Warrant Analysis for each contract.
9. Review of utility coordination and utility studies performed to date, perform a field review and submit Notice of Interference forms. The DSE is responsible for utility coordination in accordance with the Illinois Tollway DSE Manual.
10. Review of AES environmental documents to confirm potential issues related to wetlands, waterways, biological, cultural, noise, air, hazardous/special waste, pedestrian/bike accommodations, land use, zoning, etc. Review of ESA investigations and recommendations performed by others.
11. Review coordination with IDOT, FAA, regulatory, utility companies, and local agencies performed to date and confirm commitments and future required action including identification of agreements and municipal/county design issues. Coordinate installation of the FOC duct package system with the Tollway's Fiber Optic Management Vendor.
12. Review of available survey information furnished by the DCM and confirmation of completeness or need for additional information. DSE responsibilities with regard to Field Survey services outlined in Section III.

B. CONCEPT SUBMITTAL REQUIREMENTS

The DSE review of the AES referenced above shall include preparation and submittal of a Concept Design Review Technical Memorandum which includes items identified in II. A. above and includes the following:

1. The DSE shall confirm and concur with the following or provide recommendations for proceeding during preliminary and final design:
 - a) Scope of Work.
 - b) Construction Contract Schedules.
 - c) Right of Way Requirements.
 - d) Construction Contract Packaging.
 - e) Advanced Engineering Studies Environmental Commitments.
2. Operating budget impact analysis (impact to Illinois Tollway Maintenance, Illinois Tollway Traffic Operations, Illinois Tollway Business Systems).
3. Identification of signing requirements and coordination of needs with the Illinois Tollway Sign Shop through the Design Corridor Manager (DCM).
4. Review of the AES design documents prepared to date including submittal of a technical memorandum detailing findings and providing recommendations for advancement to preliminary (60%) design.
5. A visual pavement condition survey of existing roadways within the limits of the proposed improvements.
6. Review and validate the Maintenance of Traffic AES Plan.
7. Update and submit right of way and utility requirements for each construction contract. The right of way requirements shall be submitted on plan drawings and shall include all permanent right of way and permanent and temporary easements the DSE deems as being required for construction of the proposed improvements. Identify ROW parcels to be acquired that affect utility relocations and establish priorities for acquisition.
8. Provide a construction contract packaging schematic and concept level design and construction schedule for contracts for which the DSE is responsible.
9. Prepare Signing Strip Maps by construction contract which are applicable to interim phases of construction and operation of independent tollable segments of roadways.
10. The DSE will review drainage concepts as necessary and any updated concepts completed since that date. The DSE will confirm the nature of the required improvements, the intent of the proposed design and verify compliance with the established design criteria.
11. Review and validate Aesthetics recommendations.
12. The DSE will prepare exhibits and renderings as needed to assist with public outreach.

In addition, the DSE shall perform the following during this phase:

1. Coordination of any additional right of way requirements through the DCM. The DSE shall be responsible for ensuring that right of way acquisition activities are consistent with contract schedules.
2. Coordinate installation of the FOC duct package system with the Tollway's Fiber Optic Management Vendor.
3. Identify any additional required design deviations. When a design deviation is sought, the DSE will start a Request For Design Deviation to Criteria (F4000.05). If agreed upon the form will be completely filled out and signed by all parties listed for signature.
4. The DSE shall review utility coordination performed to date, verify potential conflicts for the project through concept design and complete Notification of Interference forms for all anticipated utility interferences.
5. The DCM will prepare a comprehensive inventory of agreements for the overall project including railroad agreements. The DCM will be responsible for securing railroad agreements with technical support from the

DSE. The DSE will review and confirm the overall agreements inventory as identified by the DCM and support the DCM in securing other required agreements in conformance with the established schedule, including preparation of agreements not being prepared by the DCM (see Table B).

6. The DCM will coordinate system-wide design implementation. The DSE will incorporate site specific design services provided by others as specified in the Illinois Tollway DSE Manual, amended by the Project-wide All Electronic Tolling and Intelligent Transportation Systems Design Criteria document, latest version.
7. Permitting requirements, potential utility conflicts, and required railroad, intergovernmental and utility agreements shall be identified.
8. The DSE will prepare Bridge Type Studies and Retaining Wall Type Studies during this phase of the work. Upon approval of these recommendations Type, Size, and Location Drawings for bridges, retaining walls, and culverts will be prepared. An updated proposed profile will be prepared by the DSE reflecting proposed refinements resulting from structural recommendations (TS&Ls) and through coordination with the adjacent DSEs are necessary.
9. Structural Geotechnical Reports (SGR) for proposed structures in accordance with the Illinois Tollway Geotechnical Manual, latest edition, as amended by the Illinois Tollway.
10. Concept Plan Legacy Comment Review. The DSE shall review unresolved comments received pertaining to the Concept Design Plans from involved agencies. Comments applicable to Contract I-17-4303 shall be compiled and presented in the technical memorandum.
11. Review of corridor roadway lighting design concept by I-17-4308 DSE.
12. Evaluation of Roadside obstacles in accordance with the Illinois Tollway Traffic Barrier Guidelines, latest edition. The DSE will prepare a strip map which identifies all areas of concern and meet with the Illinois Tollway and DCM to confirm expected level of analysis to be performed as part of the Barrier Warrant Analysis for each contract.

C. PRELIMINARY AND FINAL DESIGN ENGINEERING

1. ROADWAY REQUIREMENTS

- a. Utilize existing aerial mapping, including contours for developing exhibits, right-of-way analysis, etc.
- b. Identify utility impacts on construction, right-of-way, costs, and project schedule. Supplemental SUE services shall be performed by the I-17-4303 DSE.
- c. Identify and establish priority of right-of-way parcel acquisition needed for utility relocation and advance work needs within the project limits.
- d. Conduct supplementary survey as required.
- e. Develop maintenance of traffic and construction staging options for each alternative and corresponding progress schedules. The maintenance of traffic shall be submitted to agencies having jurisdiction over proposed roadways included in the plan for review prior to advancement of subsequent phases of design. The plan shall also be coordinated with adjacent design sections.

2. DESIGN AND PLAN PREPARATION – DETAILED REQUIREMENTS

During this phase, the DSE shall perform designs and prepare contract plans and documents for implementation of the project improvements, to include, but not be limited to, the following:

- a. Design services for preparing contract plans, special provisions and estimates for the Tri-State Tollway (I-294) Roadway Reconstruction between O'Hare Oasis to Balmoral Avenue.
- b. Performing Bridge Type Studies for new bridges proposed to be constructed. The use of Accelerated Bridge Construction (ABC) techniques will be considered as part of the studies.
- c. Perform Type, Size, and Location (TS&L) drawings for new bridge and retaining wall construction.
- d. Performing Wall Type Studies for new retaining wall design construction.
- e. Perform design services for noise walls.
- f. Performing analyses for new drainage structure installation and modification of the existing drainage system.
- g. Provide design of sediment and erosion control for all construction zones.
- h. Provide design of appropriate landscape and soil erosion/sedimentation control measures as necessary in accordance with the Illinois Tollway Environmental Studies manual.
- i. Design services for preparing contract plans and special provisions for installation of pavement markings, delineators, and signage for the contract limits.
- j. Provide barrier warrant analyses for all necessary locations and installation of guardrail, anchors and terminals to conform to the current AASHTO Guidelines and Illinois Tollway criteria.
- k. ITS/Fiber/AET Scope. The scope anticipated to be included as part of the construction contract(s) to be limited to the installation of IPDC foundations, ITS Gantry and DMS foundations, and the underground backbone duct package along the roadway corridor which will contain power and fiber optic cable installed under separate contract(s). ITS device design shall be performed under separate contracts. The I-17-4303 DSE will be required to coordinate with the DCM and I-17-4307 DSE for Advance ITS and Fiber Relocation to ensure operational and communication requirements are fulfilled for each stage of MOT. The I-17-4303 DSE shall be required to coordinate with the DCM and I-17-4308 DSE to ensure that final ITS device design is in conformance with the corridor requirements, and all assets are properly transferred between contracts.
- l. Electrical design services for updating existing roadway and underpass lighting and installing new roadway and underpass lighting as required by the Illinois Tollway Lighting Standards, design criteria, and corridor roadway lighting master plan. Coordinate with the DCM and I-17-4308 DSE for the corridor roadway lighting master plan. The I-17-4303 DSE will design temporary lighting, provide for the maintenance of existing/temporary lighting, and will determine the actual locations of, and prepare contract plans, special provisions, and estimates for the temporary and final roadway and underpass lighting.
- m. Perform detailed design for all overhead, cantilever, and ground mounted sign structures within the contract limits.
- n. Provide maintenance of traffic plans including those for impacts to local facilities.

- o. Utility coordination for protection and / or relocation of utilities.
- p. Provide assistance to and backup materials for the preparation of all required permits by the DCM.
- q. Perform geotechnical studies.
- r. Prepare all required permits.
- s. Perform INVEST planning and design evaluations.
- t. Perform environmental studies. Phase I Environmental Site Assessments (ESAs) were prepared by others. These shall be reviewed for content and Phase II Environmental Site Assessments are to be prepared including environmental borings and analysis. The DSE will further prepare all designs required for remediation recommendations resulting from the ESA and Remedial Action Plan (RAP).
- u. Coordination with the Illinois Tollway and DCM with regard to environmental issues including, but not limited to USACE, IEPA, NPDES, IDNR-OWR. The following tasks have been or will be completed and will be provided to the DSE: Biological Resource Review, Wetland Delineation, Cultural Resource investigation, Stream/Water Quality Investigation, tree transect survey, Special Waste Assessment, and Traffic Noise Analysis. The DSE will be responsible for performing detailed tree classification surveys. The DCM will prepare a comprehensive inventory of required permits for the overall Tri-State Tollway (I-294) project, secure select permits and approvals (including FAA approval and corridor-wide 404/401 permits), and support coordination of other required permits to be secured by the DSE. See Table B for information regarding permitting responsibilities. Required permit submittals for the project include, but are not limited to: approval from Federal Aviation Administration; permits from the U.S. Army Corps of Engineers, Illinois Environmental Protection Agency, Illinois Department of Natural Resources, U.S. Fish and Wildlife, Metropolitan Water Reclamation District, IDOT, Local Agencies, Local Soil and Water Conservation Districts, Local Forest Preserve Districts, Railroads, etc. The DSE will review and confirm the overall permits inventory as identified by the DCM. The DSE will support the DCM in securing other required construction permits in conformance with the established schedule, including preparation of permits not being prepared by the DCM. The DSE will be required to furnish plans, calculations, etc. as required for permit submittals. The DSE shall coordinate permit requirements with the DCM throughout the design phase. The DSE shall be responsible for ensuring that permit submittals and approvals are consistent with contract schedules.
- v. All other appurtenant and miscellaneous items. The following structures are included in this project:
 - Culvert 394C: Sister Stream: One mainline structure
 - Bridges 393/394: Irving Park Rd.: Two mainline structures
 - Bridge 394A: Irving Park Rd Ramp A: One ramp structure
 - Culvert 393C: Crystal Creek: One mainline structure
 - Bridges 389/390: Lawrence Avenue: Two mainline structures
 - Bridges 391/392: Soo Line Railroad: Two mainline structures
 - Bridge 363: Balmoral Ave.: One crossroad structure
- w. All other appurtenant and miscellaneous items.
- x. Following submittal of the Preliminary design plans, the Designer will participate in a Value Management Study. The VMS will be conducted by the DCM following preliminary submittal. The Designer will prepare exhibits, have key staff participate in the VMS, review the VMS finding, prepare

- responses and dispositions for all findings, and implement into their design any recommended findings which are accepted by the Tollway.
- y. The DSE will include a review of the following contracts prepared by others to confirm that the design is compatible with that of the I-17-4303 design section:
 - i. Tri-State Tollway Roadway Reconstruction Contract I-17-4302

3. FINAL DESIGN SERVICES AND SUBMITTALS REQUIRED

Preparation of preliminary, pre-final, and final contract documents, special provisions, design and quantity calculations, and construction schedule to be reviewed by the Illinois Tollway.

1. The DSE must have MicroStation capabilities. All final documents shall be submitted in hard copy and electronic format and follow the Illinois Tollway CADD STANDARDS Manual.
2. The DSE shall coordinate and incorporate all requirements of other design contracts impacting this project, if any. The DSE shall meet with other DSE's and the DCM as often as required to ensure the final contract documents of all contracts relating to the limits are coordinated.
3. The DSE shall be responsible for coordinating designs with the DCM and the Illinois Tollway User Departments, including but not limited to, Toll Services, Traffic Operations, and Maintenance and Business Systems.
4. Maintenance of traffic and construction staging.
5. The DSE will be responsible for preparing and coordinating construction cost estimates with the DCM and the Illinois Tollway in accordance with the Illinois Tollway DSE Manual. The DSE is responsible for tracking the scope and cost estimate for construction contracts and coordinating changes with the DCM and the Illinois Tollway throughout the design phase. Final construction cost estimates will be developed by the DSE.
6. If required, preparation of plats of acquisition and associated legal descriptions.
7. All other submittals as required in the Illinois Tollway DSE Manual.
8. The DSE shall utilize the new Illinois Tollway stationing. Stationing of existing appurtenances shall be approximated from existing stationing and digital ortho imagery information.
9. Coordinate with the Illinois Tollway Project Manager and DCM on sending individual letters to municipal, township, county, and railroad officials with jurisdictional boundaries adjacent to the study area. Allow interested officials to review concepts under the Illinois Tollway consideration and comment on community issues of concern or support.
10. Coordinate with the Illinois Tollway Project Manager, the DCM, and the Illinois Tollway Planning Division on meeting with individual property owners, neighborhood groups, and their local officials as required to address their questions or concerns regarding indirect project impacts.
11. Submit DSE Quality Management Plan within 14 days of Notice to Proceed.
12. The DSE is responsible for submittal of documents required during contract advertisement and as required for contract addenda in accordance with the Illinois Tollway DSE Manual. The DSE shall coordinate with the DCM and Illinois Tollway as necessary.

13. Provide required information to support the Illinois Tollway's coordination activities with the Tri-State Tollway (I-294) Local Advisory Committee.

D. STRUCTURAL CONSTRUCTION

1. Perform cursory inspection of structures that are to be rehabilitated to provide repair recommendation verification to supplement the Bridge Condition Report.
2. The DSE will prepare Bridge Type Studies for new bridges proposed to be constructed.
3. The DSE will prepare Wall Type Studies for new retaining walls proposed to be constructed.
4. The DSE will prepare Type, Size, and Location plans for proposed bridges (see Table A), retaining walls and culverts as required within the project limits.
5. The DSE will prepare contract plans and specifications for proposed bridges (see Table A), retaining walls, and culverts as required within the project limits.
6. The DSE will prepare contract plans, special provisions and estimates for IPDC foundations and ITS Gantry and DMS Foundations within the project limits.

E. DRAINAGE

1. The existing drainage facilities as represented in the concept plans and available Tri-State Tollway (I-294) as-built plans will be reviewed by the DSE to determine level of completeness and to identify potential additional drainage survey requirements. The DSE shall inspect existing storm drainage pipes to remain for condition assessment.
2. Drainage calculations including culvert and storm sewer sizing will be provided by the DSE.
3. Analysis of alternatives for the proposed drainage system will be required by the DSE. Anticipated alternatives include the staging of the proposed drainage improvements, detention alternatives, and best management practices as applicable. The prior drainage calculation reports from the concept plans and Tri- State Tollway (I-294) reconstruction will be provided for starting background.
4. The proposed right- of-way and easement requirements will be evaluated to accommodate the proposed drainage design.

F. ENVIRONMENTAL STUDIES AND REPORTS

1. Determine and evaluate potential environmental impacts. Precautions should be taken to limit wetland impacts to those presented in the Section 404 permit application submitted by the DCM and which was the basis for the USACE Section 404/IEPA Section 401 water quality certification authorizations issued for the Tri-State Tollway (I-294) project. The DSE shall coordinate immediately with the DCM if design changes result in an increase in impacts as coordination with regulatory resource agencies would be required.
2. Completion of Part II Environmental Studies Inventory Sheet (ESIS). Part I was evaluated during the Master Plan Phase. Therefore only Part II shall be submitted with preliminary plans.
3. Evaluate and develop sediment and erosion control plans/measures if necessary.

4. Preparation of plans as required for USACE review of resource impacts and shall include appropriate details including grading plans, soil erosion and sediment control plans, Best Management Practices plans, existing and proposed drainage plans, and wetland/waters mitigation plans.
5. Prepare Phase II ESA in accordance with the Illinois Tollway Environmental Studies Manual, latest edition, and ASTM E1903 Standard Practice for Environmental Site Assessments, Phase II as applicable. Prepare a Remedial Action Plan in accordance with the aforementioned criteria as applicable and in accordance with IEPA requirements for Site Remediation Programs. Prepare a Remedial Action Plan (RAP) in accordance with the aforementioned criteria as applicable and in accordance with IEPA requirements for Site Remediation Programs.

G. MAINTENANCE OF TRAFFIC

The DSE shall prepare Maintenance of Traffic deliverables in accordance with the Illinois Tollway Design Section Engineer Manual, latest edition, as amended by the Illinois Tollway. The maintenance of traffic plans and studies shall provide for protection and maintenance of the Illinois Tollway and crossroad traffic, and maintenance of toll operations during construction. The DCM shall coordinate traffic staging and maintenance of traffic for the corridor with the individual DSEs for the project. The coordination shall include ensuring that regional impacts are minimized and to ensure that traffic is maintained during construction. Contract completion dates shall be coordinated between design contracts. The existing number of traffic lanes shall be maintained on the mainline in each direction on the Tri-State Tollway (I-294) between O'Hare Oasis (M.P. 37.8) to Balmoral Avenue (M.P. 40.0) during peak hours.

H. UTILITIES

1. The DSE shall coordinate with utility companies and with the DCM throughout the design phase. The DSE shall be responsible for ensuring that utility relocation activities are consistent with contract schedules.
2. The DSE will be required to provide a copy of the agency utility contact log on a monthly basis.
3. Verify location of existing communications cables and utilities with respect to the proposed improvements.
4. All utilities coordination shall be performed in accordance with the Illinois Tollway DSE Manual, specifically with requirements of Subsection 4.5.18 and Section 6.

I. GEOTECHNICAL

1. For the bridges, retaining walls, noise walls, culverts, sign structure, IPDC, ITS Gantry and lighting foundations, the DSE will select proposed boring locations for approval by the Illinois Tollway. The DSE shall review the borings obtained in Phase I. The DSE will provide a boring map to the DCM. If required, the DSE will be responsible for providing information to the DCM as required for obtaining right of entry and permits to perform any subsurface exploration.
2. The DSE will provide subsurface exploration, utility checks, laboratory testing, and a Soil survey report. If required, pavement corings will be taken at locations

selected by the DSE to gather information for the pavement design. The pavement design for local system roadways will be provided by the agency having jurisdiction of the roadways and the Illinois Tollway will determine mainline and ramp pavement section designs for toll roadway pavements. The DCM will provide applicable agencies and the Illinois Tollway with information necessary for designing pavement sections.

3. The DSE will prepare Structural Geotechnical Reports (SGR) that summarizes the exploration and studies described above. The SGR will follow the Illinois Tollway SGR procedure. The SGR contains geotechnical recommendations related to bridge foundations, retaining wall foundations, slope walls, side slopes, pavement, sign structure, ITS Gantry, lighting foundations, and traffic signal foundations.

III. DESIGN SECTION ENGINEER'S (DSE's) SERVICES

A. EXECUTION OF ENGINEERING SERVICES

1. The DSE shall furnish services in accordance with the articles contained in the Illinois Tollway DSE Manual and all applicable Illinois Tollway Criteria, Manuals, and Bulletins.

B. FIELD SURVEY

1. The DCM will provide available survey information to the DSE. The DCM will establish a centerline and benchmarks for subsequent use by the DSE for the Tri-State Tollway (I-294) between O'Hare Oasis (M.P. 37.8) to Balmoral Avenue (M.P. 40.0). The DSE will review the survey information and coordinate discrepancies with the DCM. Additional benchmarks will be provided by the DSE as necessary.
2. The DSE shall perform all additional survey work necessary for the design of the project in accordance with the appropriate sections of the Illinois Tollway DSE Manual, or as required for compliance with governing design criteria to provide a complete and acceptable design.
3. Maximum use shall be made of the Illinois Tollway's record drawings and Phase I Engineering documents; however, it is the Design Section Engineer's responsibility to verify all topography in the field.
4. The DSE shall obtain adequate survey information for determining barrier warrant analysis, etc. including approach shoulder drainage and appurtenances.
5. The DSE shall utilize the Illinois Tollway's record drawings and verify features in the field and utilize stationing on drawings only as a reference for the location of the structures. It is not the intent for the DSE to re-establish stationing in the field.
6. All coordination with Agencies, including but not limited to the U.S. Army Corps of Engineers, the Illinois Department of Natural Resources, the Illinois Environmental Protection Agency, the Office of Water Resources, and the Illinois Department of Transportation shall be conducted through Illinois Tollway and DCM. The DSE will be expected to assemble information and documents necessary for Illinois Tollway to perform such coordination.

7. All coordination with railroads shall be conducted through the DCM and per the Illinois Tollway DSE Manual.

C. PLATS AND LEGALS

1. This contract is anticipated to require up to 25 separate property acquisitions. DSE to prepare plat and legal description documents associated with each Plat of Acquisition (POA) as well as coordinate and provide assistance to the Tollway Land Acquisition Unit as needed to complete each required acquisition. Documents shall be prepared in a timely manner so to not impede the Tollway property acquisition schedule.

IV. ITEMS TO BE FURNISHED TO THE DESIGN SECTION ENGINEER

In addition to the items to be provided as described in the DSE's Manual, the following will be supplied:

1. Items identified in Section II.
2. It shall be the responsibility of the DSE to select the applicable reduced record drawings from the Illinois Tollway's website at www.illinoisvirtualltollway.com.
3. Available inspection reports from current jurisdictional agencies for facilities within the project limits.
4. The Illinois Tollway's biennial structural inspection report of the bridges within the project limits.
5. Digital Ortho-Imagery, contours, horizontal and vertical survey control, and center line of the project limits.
6. Copies of Illinois Tollway Standard Specifications, Standard Drawings, and Illinois Tollway Design Manual can be obtained from the Illinois Tollway's website at www.illinoistollway.com.
7. Copy of Illinois Tollway Railroad and utility agreements (as required).
8. Copy of Bridge Condition Reports (as required).
9. Maintenance Section Reports.
10. General Engineering Consultant's Special Issue Log.

PROJECT SCHEDULE

Contract No. I-17-4303
Tri-State Tollway, Roadway Reconstruction and Bridge Rehabilitation,
O'Hare Oasis (M.P. 37.8) to Balmoral Avenue (M.P. 40.0)

SCHEDULE

1.	Scoping Meeting	7/25/2017
2.	Design Scope Submittal	8/11/2017
3.	Design Scope Approval	9/6/2017
4.	Notice to Proceed	11/9/2017
5.	Project Kick-Off Meeting	11/20/2017
6.	Concept Submittal	3/2018
7.	Preliminary Submittal	10/2018
8.	Pre-final Submittal	4/2019
9.	Final Submittal	TBD
10.	Advertise	TBD
11.	Bid Opening	TBD
12.	Board Award	TBD
13.	Construction Start Date	TBD

^a Design for this project is scheduled to begin in 2017. Construction of this project is not scheduled. Listed dates are subject to change and correspond to the advertisement date and construction start dates for the earliest roadway contract. The intent of is to advance the design to enable the Illinois Tollway to proceed to construction in advance of the above listed dates if possible and practical in coordination with the DCM and overall Tri-State Tollway Master Corridor Schedule and program priorities.

**TABLE A:
BRIDGES LOCATED WITHIN THE PROJECT LIMITS**

**Contract No. I-17-4303
Tri-State Tollway (I-294), Roadway Reconstruction and Bridge Rehabilitation,
O'Hare Oasis (M.P. 37.8) to Balmoral Avenue (M.P. 40.0)**

Bridge #	Traffic Direction	Mile Post	Location	Tollway Over (O) Under (U)	Type of Bridge ¹	Maintenance**
394C	NB	38.10	Sister Stream: One mainline structure	O	Culvert	A
393/394	NB/SB	38.30	Irving Park Rd.: Two mainline structures	O		C
394A	NB	38.30	Irving Park Rd Ramp A: One ramp structure	O		A
393C	NB/SB	38.40	Crystal Creek: One mainline structure	O	Culvert	A
389/390	NB/SB	39.00	Lawrence Avenue: Two mainline structures	O		A
391/392	NB/SB	39.30	Soo Line Railroad: Two mainline structures	O		A
363	EW	39.82	Balmoral Ave.: One crossroad structure	U		B

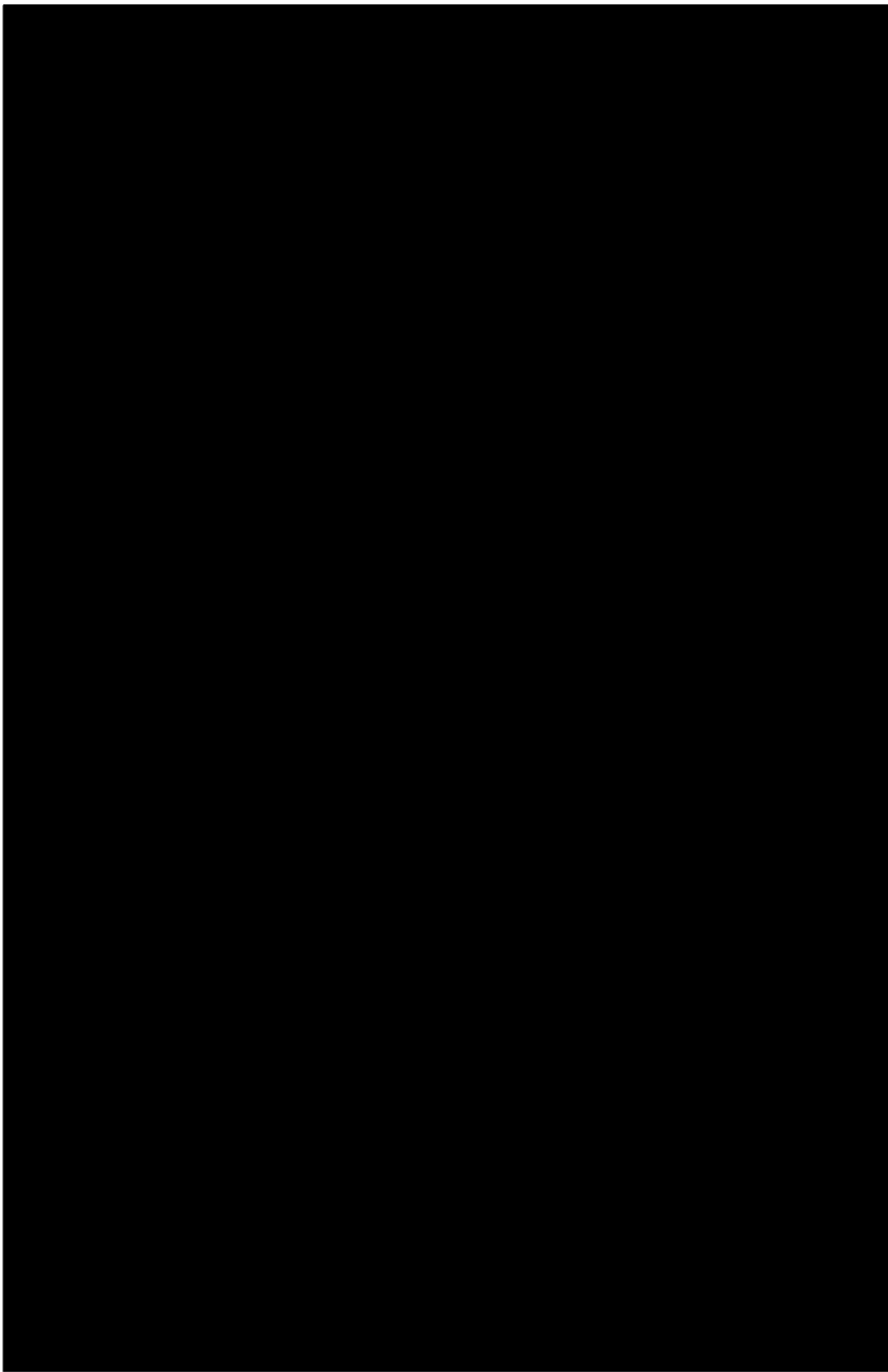
** A Type – Illinois Tollway has complete maintenance responsibility.

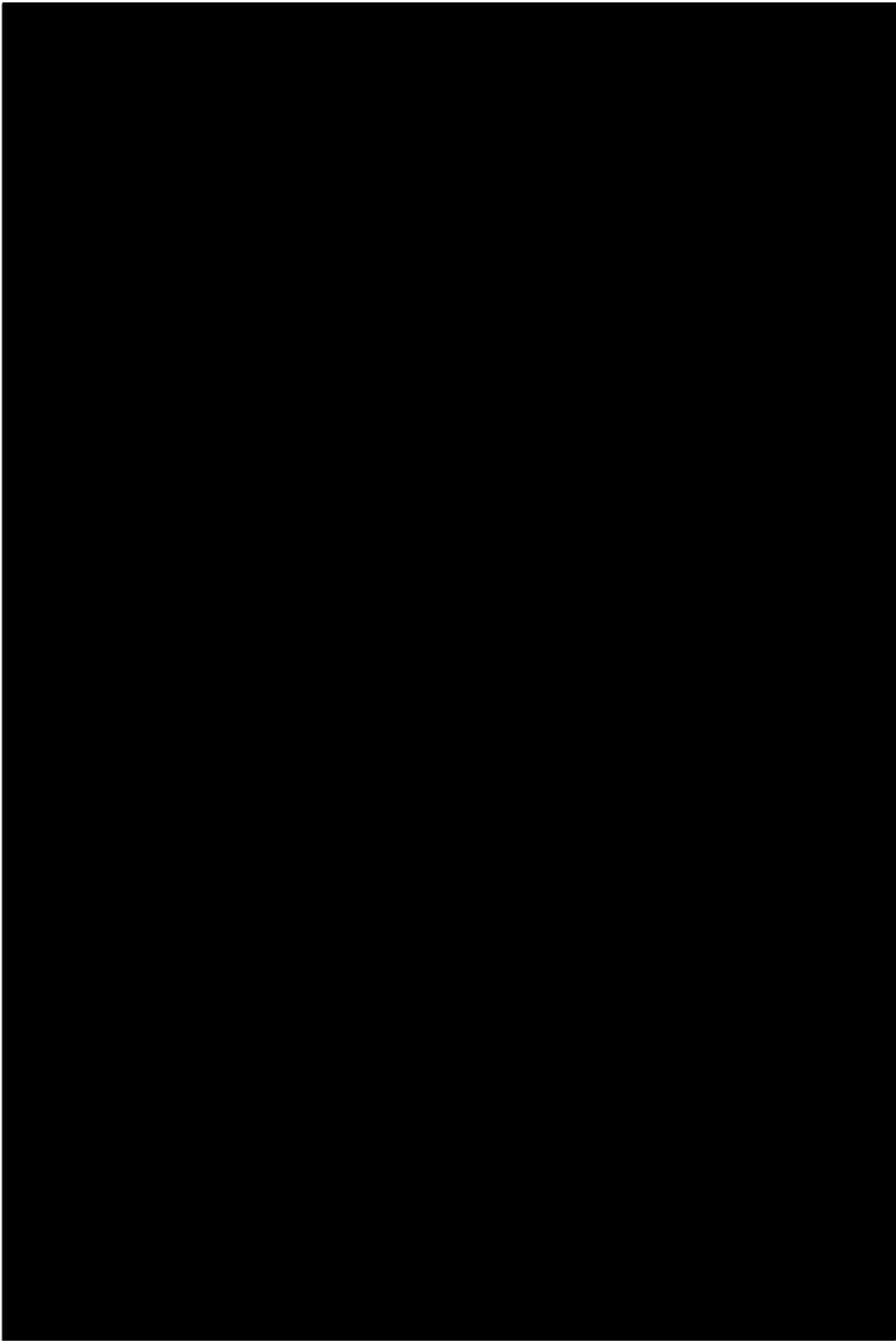
** B Type – Illinois Tollway has partial maintenance responsibility.

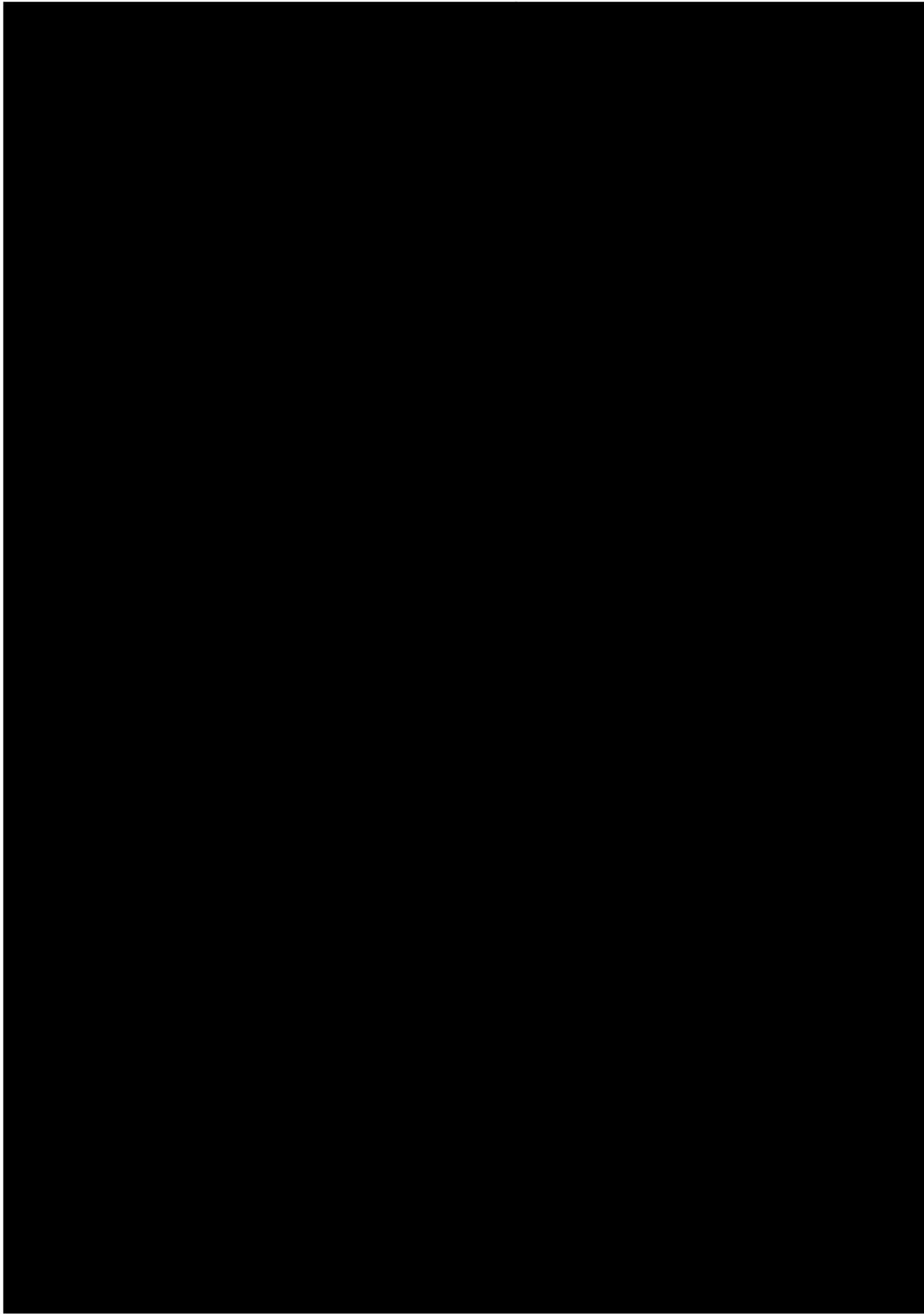
** C Type – Illinois Tollway has complete or partial maintenance responsibility.

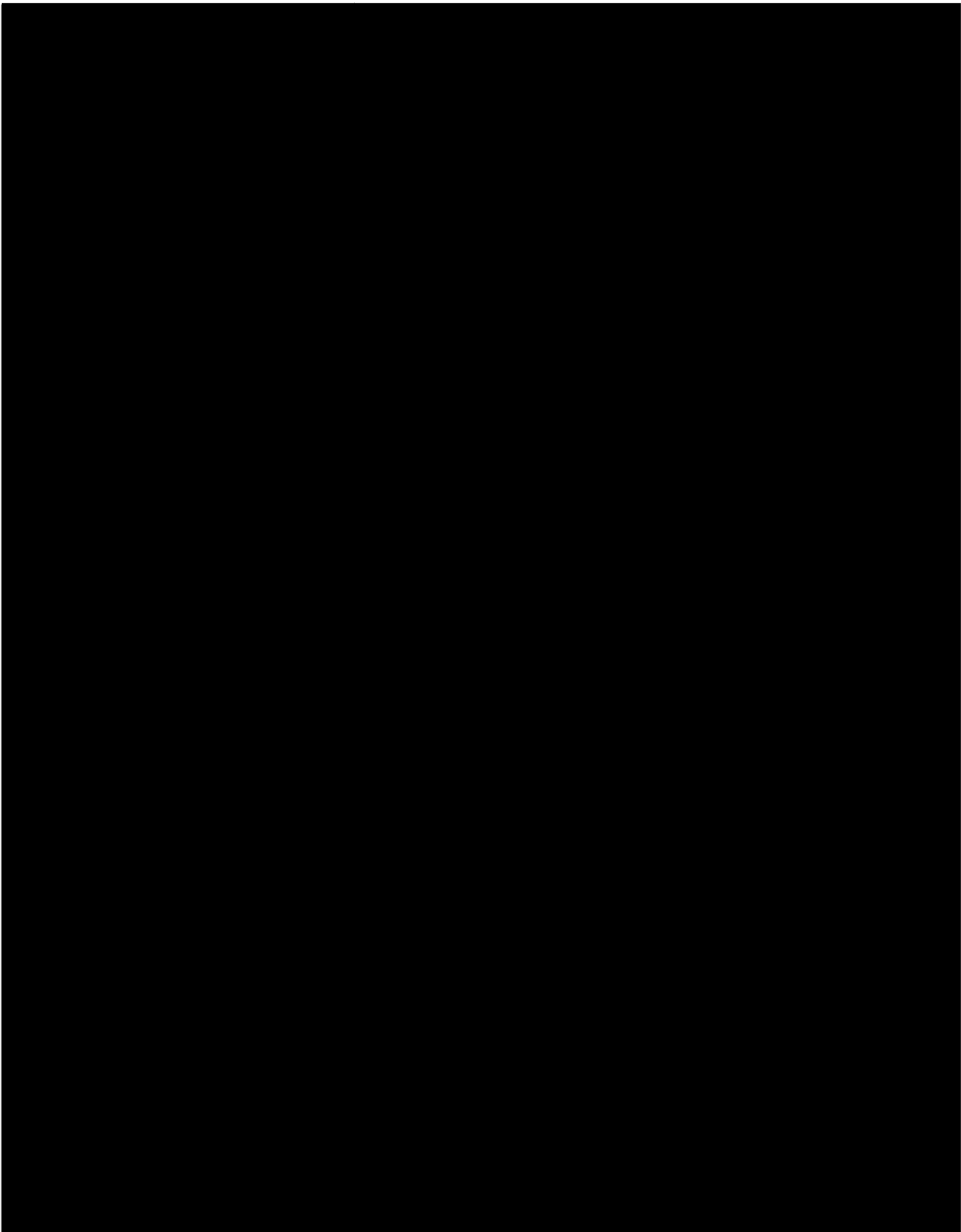
¹ Bridge type and span arrangements subject to confirmation by the DSE through Type, Size and Location studies.

**TABLE B:
TRI-STATE TOLLWAY (I-294) PERMITTING AND
AGREEMENTS RESPONSIBILITY MATRIX**









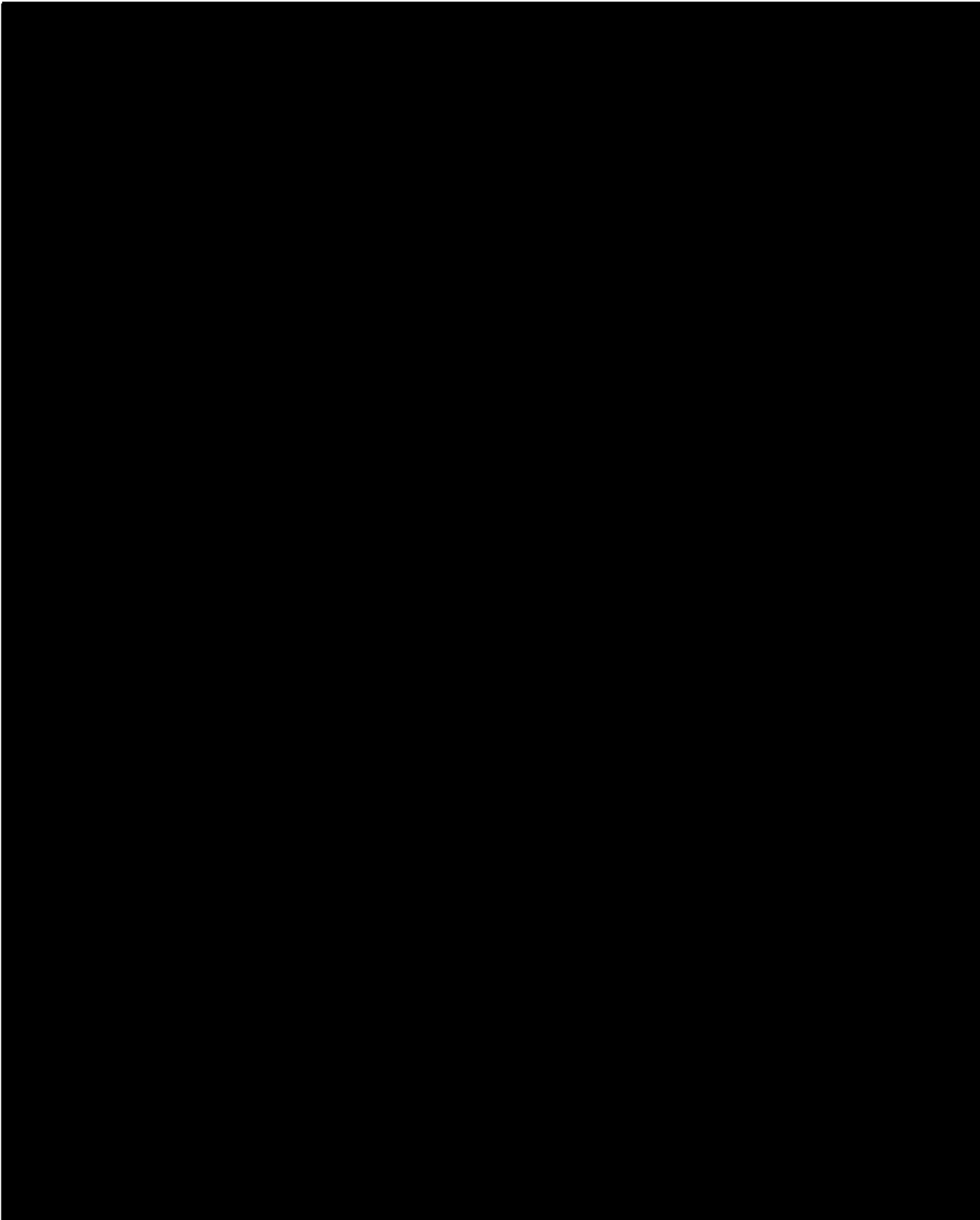


Exhibit F

Contract No. I-17-4304

O'Brien & Associates, Inc.

SCOPE OF SERVICES

October 2, 2017

Geotechnical Services

1.0 Project Description

The project is to prepare Phase II engineering services for the preparation of contract plans and specifications and related permits for the proposed improvements including, but not limited to, reconstruction of the Tri-State Tollway (I-294) between O'Hare Oasis (M.P. 37.8) to Balmoral Ave. (M.P. 40.0). The scope of proposed improvements includes roadway design, reconstructing and rehabilitation of bridges, retaining wall design, noise wall design, new drainage structures and modification of existing drainage system, erosion control for all construction zones, design of appropriate landscape and soil erosion/sedimentation control measures as necessary, pavement markings, delineators and signage, barrier warrant analysis and installation of guardrail, anchors and terminal, update roadway lighting, maintenance of traffic, protection and relocation of utilities and other appurtenant and miscellaneous construction.

2.0 General

All of the geotechnical work will be performed in accordance with the Tollway Geotechnical Manual (dated March 2016). All special laboratory tests will be performed in an AMRL certified laboratory. This scope does not include any environmental drilling, sampling or testing.

3.0 Field Investigations

This proposal does not include traffic control.
Traffic control to be provided by others.

The field investigation will include the following:

3.1 Bridge Widening Structural Borings (BSB) - A total of two (2) borings extended to a depth of 80' for the widening for the northbound Tri-State over Irving Park Road (IL Route 19) (Total footage 190')

3.2 New Culverts (CB) - The following table summarizes the proposed wall locations and borings:

Culvert No.	Milepost	Location	Borings	Est. Depth	Total
394C	38.10	I-294 over Sister Stream	4	60	240
393C	38.4	I-294 over Crystal Creek (NB)	1	30	60
Totals			5	-	270

3.3 Northbound Retaining Walls (RWB) - Structure borings will be performed for new retaining walls. Retaining wall borings will alternate between bottom of proposed wall and top of proposed wall as access and site conditions allow. The following table summarizes the proposed wall locations and borings:

Wall ID	MP Start	MP End	Direction	Length (ft)	Wall Height (ft)	Proposed Type	No. of Borings	Depth (ft)	Total Ft.
TS 37.50R,NB	37.5	37.7	NB	875	20	Soldier Pile	0	30	0
							0	50	0
TS 38.15, NB	38.15	38.15	NB	100	5.5	Soldier Pile	2	50	100
TS 38.30R NB(R)	38.3	38.5	NB	850	10	Soldier Pile	6	30	180
							7	50	350
TS38.70R, NB	38.7	38.9	NB	1150	10	MSE	8	30	240
							9	50	450
Totals							33	-	1320

3.4 Southbound Retaining Walls (RWB) - Structure borings will be performed for new retaining walls. Retaining wall borings will alternate between bottom of proposed wall and top of proposed wall as access and site conditions allow. The following table summarizes the proposed wall locations and borings:

Wall ID	MP Start	MP End	Direction	Length (ft)	Wall Height (ft)	Proposed Type	No. of Borings	Depth (ft)	Total Ft.
TS37.70R, SB	-	-	SB	700	8	Concrete Cantilever	0	20	0
PR 37.70R, SB	37.7	37.75	SB	2300	8	Concrete Cantilever	0	30	0
TS 38.00R, SB(R)	38.0	38.23	SB	1282	5	Soldier Pile	8	30	240
TS38.35R, SB(R)	38.35	38.6	SB	1025	9	Concrete Cantilever	10	50	500
							6	30	180
							8	50	400
						Totals	32	-	1320

3.5 Noise Abatement Wall Borings (NWB) - Structure borings will be performed for new noise abatement walls. Noise wall borings will alternate between bottom of proposed wall and top of proposed wall as access and site conditions allow. The following table summarizes the proposed Noise wall locations and borings.

Wall ID	MP Start	Direction	Length	Height	No. of Borings	Depth (ft)	Total
TS37.95N, NB(R)	37.95	NB	1375	19	14	40	560
TS38.30N NB(R)	38.3	NB	1357	18	7	35	245
					Totals	-	805
					21	-	

3.6 ATM Gantrys (OSB) - Structure borings will be performed for new overhead sign gantrys. The following table summarizes the proposed overhead sign locations and borings.

Station	No. of Borings	Depth (ft)	Total
1998+11	2	30	60
2020+97	2	30	60
2050+47	2	30	60
2073+56	2	30	60
Totals	8	-	240

3.7 Mainline Soil Borings (SGB) - For the widening of each of the northbound and southbound lanes. (Some soil borings have been performed on the northbound shoulder. A total of eight (8) soil borings extended to a depth of 10' by hand auger equipment will be performed at 600' intervals along the southbound shoulder. (Total footage 80')

3.8 Sign Structures (OSB) - A total of six (6) structural soil borings will be extended to a depth of 40' for new overhead or cantilever signs. (Total footage 240')

3.9 Detention Area (Underground) (DPB) - A total of four (4) borings will be extended to a depth of 20' for underground storm water detention structure. (Total footage 80')

Final boring locations will be determined following a review of all overhead and underground utilities through a joint meet through JULIE. Where required, FAA Form 7460 and a Department of Aviation "Dig Book", including pre-activity meeting time will be included as part of the underground utility clearance process.

Soil samples will be obtained at 2.5' intervals to 30' and then at 5.0' intervals thereafter. An OBA field engineer will visually classify and log the soil samples during the subsurface exploration activities, and perform unconfined compressive strength tests on cohesive soil samples using a calibrated Rimac compression testing device. Bedrock cores (if required) will be obtained an NX size core barrel. The boreholes will be grouted and patched to match existing grade.

4.0 Laboratory Testing

All samples recovered during the field investigation will be inspected in the laboratory to verify the field classifications. The laboratory testing program will be performed to characterize and determine engineering properties of the subsurface soils encountered. Moisture content will be performed on all samples recovered. Strength (Rimac and calibrated hand penetrometer) and density tests will be performed on cohesive samples to assist with the determination of the engineering properties of the soil. Special testings (particle size, organic, index property tests) will be performed on an as needed basis to assist with soil classification. The soils will be classified according to the AASHTO and the Illinois Division of Highways (IDH) soil classification systems.

5.0 Geotechnical Reports

Geotechnical reports will be prepared under the direction of a Registered Professional Engineer based on the results of the field investigation and laboratory testing in accordance with the criteria described in the Tollway Geotechnical Manual. Below is the detailed information that will be included in the geotechnical reports:

- a Soil conditions
- b Ground water elevations
- c Seismic considerations
- d Roadway construction recommendations
- e Foundation analysis and recommendations
- f Lateral support and excavation recommendations
- g Copies of boring logs, test results, soil profile and location diagram
- h Recommendations relative to any unusual design or construction techniques which may be required due to subsurface conditions

Electronic plan and profile base sheets shall be prepared by client for our use in preparing soil profiles.

EXHIBIT G

Contract No. I-17-4303

O'Brien & Associates, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
I-14-4639	ALSF Relocation, O'Hare International Airport, Geotechnical Engineering (Task 11)	\$13,538.00	\$13,538.00	8/30/2017
I-14-6939	I-88 Bridge Modification (Task 15)	\$38,248.00	\$38,248.00	9/30/2017

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1			6		
	Direct Labor	_____		Direct Labor	_____
	Direct Costs	_____		Direct Costs	\$ -
	Services by Others	_____		Services by Others	\$ -
	Additional Services **	_____		Additional Services **	\$ -
	Total this Subconsultant (ULC)	\$ -		Total this Subconsultant (ULC)	\$ -
2			7		
	Direct Labor	_____		Direct Labor	_____
	Direct Costs	_____		Direct Costs	\$ -
	Services by Others	_____		Services by Others	\$ -
	Additional Services **	_____		Additional Services **	\$ -
	Total this Subconsultant (ULC)	\$ -		Total this Subconsultant (ULC)	\$ -
3			8		
	Direct Labor	_____		Direct Labor	_____
	Direct Costs	\$ -		Direct Costs	\$ -
	Services by Others	\$ -		Services by Others	\$ -
	Additional Services **	\$ -		Additional Services **	\$ -
	Total this Subconsultant (ULC)	\$ -		Total this Subconsultant (ULC)	\$ -
4			9		
	Direct Labor	_____		Direct Labor	_____
	Direct Costs	\$ -		Direct Costs	\$ -
	Services by Others	\$ -		Services by Others	\$ -
	Additional Services **	\$ -		Additional Services **	\$ -
	Total this Subconsultant (ULC)	\$ -		Total this Subconsultant (ULC)	\$ -
5			10		
	Direct Labor	_____		Direct Labor	_____
	Direct Costs	\$ -		Direct Costs	\$ -
	Services by Others	\$ -		Services by Others	\$ -
	Additional Services **	\$ -		Additional Services **	\$ -
	Total this Subconsultant (ULC)	\$ -		Total this Subconsultant (ULC)	\$ -

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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** Additional services funds require prior authorization before use

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

Contract Information Sheet

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

Consultant Name: Singh & Associates, Inc.

Contract Number: I-17-4303

Proposal Date: 10/10/2017

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-17-4303

Consultant:

Singh & Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		Grand Total Exhibit A Hours
AES Verification													15	15
Phase II														
Meetings/Coordination/ Admin													4	4
TOTALS													19	19

Contract Number: I-17-4303

Consultant: Singh & Associates, Inc.

Contract Number: I-17-4303

Consultant: Singh & Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Phase II	73	73	73	73	73	73	73	73	73	73	73	73	73	876
Meetings/Coordination/	6	6	6	6	6	6	6	6	6	6	6	6	6	70
Admin														
TOTALS	79	79	79	79	79	79	79	79	79	79	79	79	79	946

Contract Number: I-17-4303 Consultant: Singh & Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Phase II		18		18		18		18		18		18		18		108
Meetings/Coordination/ Admin		1.5		1.5		1.5		1.5		1.5		1.5		1.5		9
TOTALS		19.5		19.5		19.5		19.5		19.5		19.5		19.5		117

Contract Number: I-17-4303 Consultant: Singh & Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Phase II		18		18		18		18		18		18		18	108
Meetings/Coordination/ Admin		1.5		1.5		1.5		1.5		1.5		1.5		1.5	9
TOTALS		19.5		19.5		19.5		19.5		19.5		19.5		19.5	117

Contract Number: I-17-4303

Consultant: Singh & Associates, Inc.

Singh & Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2022												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Phase II	10	9	9	9	9	9	9	9	9	9	9	9	9	100
Meetings/Coordination/ Admin	2	2	2	2	2	2	2	1	1	1	2	2	19	
TOTALS	12	11	11	11	11	11	11	10	10	10	10	10	11	119

Contract No.: I-17-4303 Consultant: Singh & Associates, Inc.

Date: 10/10/2017

EXHIBIT G-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 60 No. OF MONTHS

SCHEDULED START DATE: 12/1/2017

RAISE DATE: 1/1/2018

PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

12/1/2017 - 12/31/2017	1/1/2018 - 12/31/2018	1/1/2019 - 12/31/2019	1/1/2020 - 12/31/2020	1/1/2021 - 12/31/2021
Date	Date	Date	Date	Date
1.0	12.0	12.0	12.0	12.0
60.0	60.0	60.0	60.0	60.0
1.67%	20.00%	20.00%	20.00%	20.00%
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

1/1/2022 - 11/30/2022				
Date	Date	Date	Date	Date
11.0				
60.0	60.0	60.0	60.0	60.0
18.33%				
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

The escalation factor for this project is: 100.00%

Contract No.: I-17-4303

Consultant: Singh & Associates, Inc.

Date: 10/10/2017

Escalation Factor: 100.00%
(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES										DIRECT COST		
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Total					
							Estimated Work Hours	Average Premium O/T Hourly Rate	Total Overtime Premium			
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	50.00	2,413.00	\$42.50	\$102,552.50			
No	Project Manager	\$40.00	\$70.00	\$62.13	\$62.13	220.00						
No	Senior Engineer/Planner	\$40.00	\$70.00									
No	Resident Engineer	\$40.00	\$70.00									
No	Project Engineer/Planner	\$25.00	\$60.00	\$53.41	\$53.41	480.00						
No	Staff Engineer/Planner	\$20.00	\$40.00	\$32.05	\$32.05	1,142.00						
No	Engineer /Accountant	\$20.00	\$60.00	\$44.41	\$44.41	521.00						
No	Senior Technical Specialist	\$25.00	\$60.00									
No	Technical Specialist	\$15.00	\$50.00									
No	Architect	\$30.00	\$70.00									
No	Realty Specialists	\$20.00	\$70.00									
No	Intern	\$8.25	\$20.00									
No	Admin/Clerical	\$8.25	\$40.00									

Contract No.: I-17-4303

Consultant: Singh & Associates, Inc.

Date: 10/10/2017

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	President	Sadhu Singh Rikhiraj	\$50 - \$70
	Vice President	Harvind Kaur Singh	
Project Manager	Engineer IV	Kirankumar Prajapati	\$40 - \$70
	Engineer IV	Lora Supencheck	
Senior Engineer/Planner			\$40 - \$70
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Engineer III	Rashesh Kumar Patel	\$25 - \$60
	Engineer III	Justin Holt	
	Engineer III	Vytas Pelegrimas	
Staff Engineer/Planner	Engineer I	John Abadeza	\$20 - \$40
	Engineer I	Eunseok Choi	
	Engineer I	Binu Nair	
	Engineer I	Katharyn Snyder	
Engineer /Accountant	Engineer II	Melvin Garvida	\$20 - \$60
	Engineer II	Stephen Gruberman	
	Engineer II	Vilmantas Gurskas	
Senior Technical Specialist			\$25 - \$60
Technical Specialist			\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical			\$8.25 - \$40

Contract No.: I-17-4303 Consultant: Singh & Associates, Inc.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. **VEHICLE REIMBURSEMENT - rate based on link below**
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>

- B. **ALLOWABLE DIRECT COSTS - based on link below**
http://www.illinoistollway.com/documents/10157/2389762/12_LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_10012013.PDF

- C. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

DIRECT COST CATEGORY

NONE

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 53,140.00

ALLOWABLE DIRECT COSTS

10.01.2013

Effective for contracts awarded on or after October 1, 2013, the following costs are allowable when requested by the Department and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Vehicle Rental	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day
Vehicle Half-day Rate	\$32.50/half day
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography and mapping	Actual Cost
Utility exploratory trenching	Actual Cost

ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- **Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

Cell Phones	Unallowable
Radio Communication	Actual Cost
2-way Radio	Actual Cost

Vehicles (Only for Vehicles assigned to project)

Rental (Daily Rate Only) - Including Tolls	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day

The number of days will be calculated as follows:

For extended stay** - Number of days on job site plus one

Day to travel to and from job site

Weekly (hotel) – Number of days on job site plus one day to

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

**Extended Stay Status applies to individuals on the project over 20 Consecutive working days. The decision whether individuals will stay over the weekend will be made after the Contractor's schedule is available and shall be made jointly by the Consultant Liaison and the IDOT Resident.

NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CSE Manual allowance.

Contract No.: I-17-4303

Consultant: Singh & Associates, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Rashesh Kumar Patel, PE

Classification: Signing & Lighting

Name: KiranKumar Prajapati, PE

Classification: ITS

Name: _____

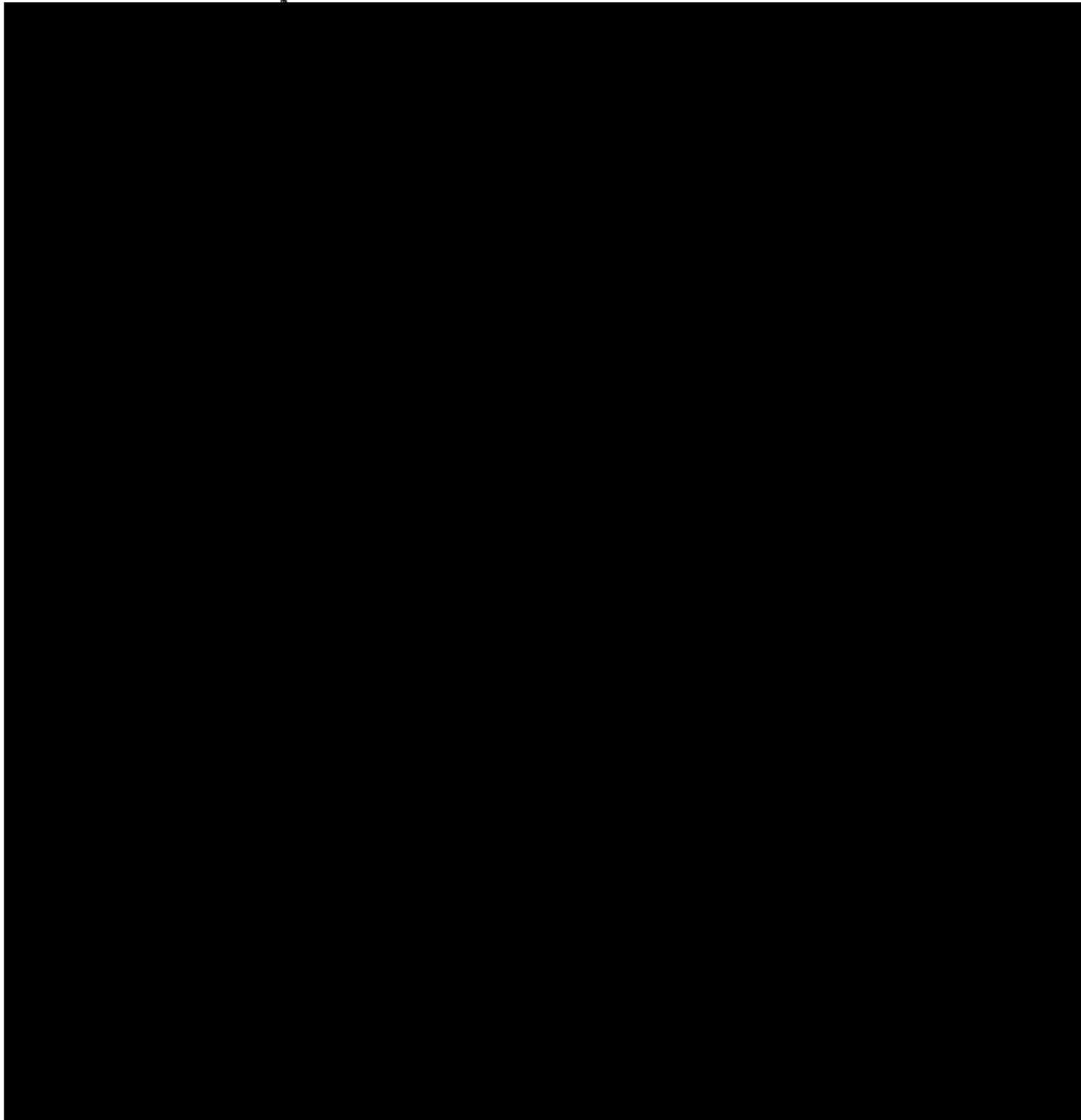
Classification: _____

Name: _____

Classification: _____

SINGH

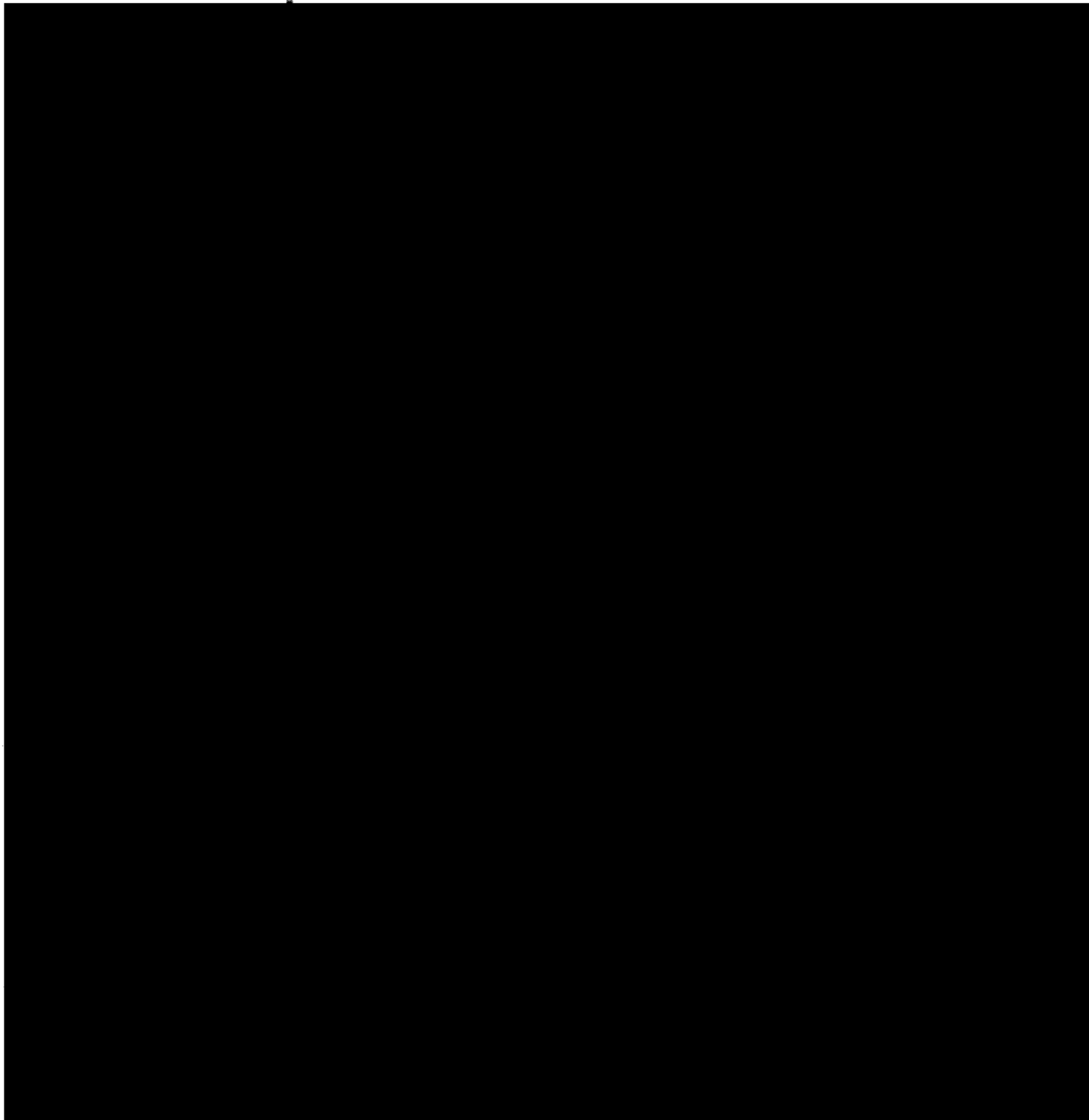
RASHESH KUMAR PATEL, PE
SIGNING & LIGHTING ENGINEER



SINGH

|| KIRANKUMAR PRAJAPATI, PE ^(WI)

|| ITS ENGINEER



APPENDIX TO EXHIBIT F

Contract No. I-17-4303

Singh & Associates, Inc.

SCOPE OF SERVICES

Each firm will be bound to the Tollway's Exhibit F Scope of Work as prepared by the Tollway. Each firm will perform only work they are qualified to perform to the professional Standard of Care level required by the Tollway. Work tasks will be assigned by the combined management team consisting of Bowman, Barrett & Associates Inc. and Christopher B. Burke Engineering, Ltd., as required to meet the expectations of the Tollway for this project.

Exhibit F

Scope of Work

**Tri-State Tollway, Roadway Reconstruction and Bridge Rehabilitation,
O'Hare Oasis (M.P. 37.8) to Balmoral Avenue (M.P. 40.0)**

Contract No. I-17-4303

Illinois State Toll Highway Authority

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III. Design Section Engineer's (DSE's) services	10-11
IV. Items to be furnished to the design section engineer	11
Project Schedule	12
Table A: Bridges located within the project limits	13
Table B: Permitting and Agreements Responsibility Matrix	14-16
Attachment A: Web Based Project Management System	17-19

I. PROJECT DESCRIPTION

This project is to prepare Phase II engineering services for the preparation of contract plans and specifications and project related permits for the proposed improvements including, but not limited to, reconstruction of the Tri-State Tollway (I-294) between O'Hare Oasis (M.P. 37.8) and Balmoral Avenue (M.P. 40.0).

The scope of proposed improvements includes roadway design, reconstructing / rehabilitation of bridges, retaining wall design, noise wall design, new drainage structures and modification of existing drainage system, erosion control for all construction zones, design of appropriate landscape and soil erosion/sedimentation control measures as necessary, pavement markings, delineators and signage, barrier warrant analysis and installation of guardrail, anchors and terminal, update roadway lighting, maintenance of traffic, protection and relocation of utilities, and other appurtenant and miscellaneous construction.

II. ITEMS OF WORK TO BE INCLUDED IN CONTRACT I-17-4303

The Design Section Engineer's (DSE) services under Contract I-17-4303 shall consist of Phase II engineering services for the above described project, together with the identification of potential utility conflicts as per the requirements of the Illinois Tollway Design Section Engineer Manual, as amended by the Illinois Tollway, and herein specified. The design criteria and policies, Standard Specifications, materials, and construction requirements of the Illinois State Toll Highway Authority shall apply to all portions of the improvement under Illinois Tollway jurisdiction. The design criteria and policies, materials, and construction requirements of the Illinois Department of Transportation shall apply outside the Illinois Tollway jurisdiction area.

This contract may develop construction packages as follows:

1. Mainline contracts from O'Hare Oasis to Balmoral Avenue.
2. An additional construction contract.

Master Plan and Advanced Engineering Studies (AES) has been performed by Illinois Tollway Contracts RR-14-4221, RR-14-4222, RR-14-4223 and RR-14-4224. The DSE will review the advanced engineering studies design geometry within the project limits and provide concept design plans for necessary refinements which will include the recommended horizontal geometry and vertical profile in accordance with the Illinois Tollway Design Section Engineer Manual, latest edition, as amended by the Illinois Tollway, and as otherwise noted below, which shall include, but not be limited to, the following:

A. CONCEPT DESIGN VERIFICATION REQUIREMENTS

The DSE will be responsible for reviewing the AES documents completed to date as referenced above and providing concept (30%) design deliverables as further defined herein.

The DSE review of AES documents prepared to date shall include, but not necessarily be limited to, the following:

1. Project scope
2. Project budget. The DSE shall review and validate the AES cost estimate and provide an updated concept (30%) level cost estimate based on recommendations from the AES verification.
3. Project schedule. The DSE shall confirm or provide a recommended construction schedule for proposed construction contract package(s) within the contract limits. The DSE shall coordinate with the DCM to ensure that schedules are supported and can be accommodated within the overall Tri-State Tollway Master Corridor Schedule.
4. Project concept review including geometrics, right-of-way requirements, materials, maintenance of traffic, drainage, number of construction contracts, design criteria, cost benefit analysis, alternatives analysis, and all other appurtenant and miscellaneous items.
5. Design Criteria Review. The DSE shall review the current Illinois Tollway Design Criteria and evaluate the impact of updating the concept submittal prepared to date to be in conformance with the current design criteria.
6. Design Deviations prepared to date. The DSE shall coordinate with the DCM and adjacent Tri-State Tollway DSE sections to confirm whether or not deviations are still required.
7. Review of corridor roadway lighting design concept by I-17-4308 DSE.
8. Evaluation of Roadside obstacles in accordance with the Illinois Tollway Traffic Barrier Guidelines, latest edition. The DSE will prepare a strip map which identifies all areas of concern and meet with the Illinois Tollway and DCM to confirm expected level of analysis to be performed as part of the Barrier Warrant Analysis for each contract.
9. Review of utility coordination and utility studies performed to date, perform a field review and submit Notice of Interference forms. The DSE is responsible for utility coordination in accordance with the Illinois Tollway DSE Manual.
10. Review of AES environmental documents to confirm potential issues related to wetlands, waterways, biological, cultural, noise, air, hazardous/special waste, pedestrian/bike accommodations, land use, zoning, etc. Review of ESA investigations and recommendations performed by others.
11. Review coordination with IDOT, FAA, regulatory, utility companies, and local agencies performed to date and confirm commitments and future required action including identification of agreements and municipal/county design issues. Coordinate installation of the FOC duct package system with the Tollway's Fiber Optic Management Vendor.
12. Review of available survey information furnished by the DCM and confirmation of completeness or need for additional information. DSE responsibilities with regard to Field Survey services outlined in Section III.

B. CONCEPT SUBMITTAL REQUIREMENTS

The DSE review of the AES referenced above shall include preparation and submittal of a Concept Design Review Technical Memorandum which includes items identified in II. A. above and includes the following:

1. The DSE shall confirm and concur with the following or provide recommendations for proceeding during preliminary and final design:
 - a) Scope of Work.
 - b) Construction Contract Schedules.
 - c) Right of Way Requirements.
 - d) Construction Contract Packaging.
 - e) Advanced Engineering Studies Environmental Commitments.
2. Operating budget impact analysis (impact to Illinois Tollway Maintenance, Illinois Tollway Traffic Operations, Illinois Tollway Business Systems).
3. Identification of signing requirements and coordination of needs with the Illinois Tollway Sign Shop through the Design Corridor Manager (DCM).
4. Review of the AES design documents prepared to date including submittal of a technical memorandum detailing findings and providing recommendations for advancement to preliminary (60%) design.
5. A visual pavement condition survey of existing roadways within the limits of the proposed improvements.
6. Review and validate the Maintenance of Traffic AES Plan.
7. Update and submit right of way and utility requirements for each construction contract. The right of way requirements shall be submitted on plan drawings and shall include all permanent right of way and permanent and temporary easements the DSE deems as being required for construction of the proposed improvements. Identify ROW parcels to be acquired that affect utility relocations and establish priorities for acquisition.
8. Provide a construction contract packaging schematic and concept level design and construction schedule for contracts for which the DSE is responsible.
9. Prepare Signing Strip Maps by construction contract which are applicable to interim phases of construction and operation of independent tollable segments of roadways.
10. The DSE will review drainage concepts as necessary and any updated concepts completed since that date. The DSE will confirm the nature of the required improvements, the intent of the proposed design and verify compliance with the established design criteria.
11. Review and validate Aesthetics recommendations.
12. The DSE will prepare exhibits and renderings as needed to assist with public outreach.

In addition, the DSE shall perform the following during this phase:

1. Coordination of any additional right of way requirements through the DCM. The DSE shall be responsible for ensuring that right of way acquisition activities are consistent with contract schedules.
2. Coordinate installation of the FOC duct package system with the Tollway's Fiber Optic Management Vendor.
3. Identify any additional required design deviations. When a design deviation is sought, the DSE will start a Request For Design Deviation to Criteria (F4000.05). If agreed upon the form will be completely filled out and signed by all parties listed for signature.
4. The DSE shall review utility coordination performed to date, verify potential conflicts for the project through concept design and complete Notification of Interference forms for all anticipated utility interferences.
5. The DCM will prepare a comprehensive inventory of agreements for the overall project including railroad agreements. The DCM will be responsible for securing railroad agreements with technical support from the

- DSE. The DSE will review and confirm the overall agreements inventory as identified by the DCM and support the DCM in securing other required agreements in conformance with the established schedule, including preparation of agreements not being prepared by the DCM (see Table B).
6. The DCM will coordinate system-wide design implementation. The DSE will incorporate site specific design services provided by others as specified in the Illinois Tollway DSE Manual, amended by the Project-wide All Electronic Tolling and Intelligent Transportation Systems Design Criteria document, latest version.
 7. Permitting requirements, potential utility conflicts, and required railroad, intergovernmental and utility agreements shall be identified.
 8. The DSE will prepare Bridge Type Studies and Retaining Wall Type Studies during this phase of the work. Upon approval of these recommendations Type, Size, and Location Drawings for bridges, retaining walls, and culverts will be prepared. An updated proposed profile will be prepared by the DSE reflecting proposed refinements resulting from structural recommendations (TS&Ls) and through coordination with the adjacent DSEs are necessary.
 9. Structural Geotechnical Reports (SGR) for proposed structures in accordance with the Illinois Tollway Geotechnical Manual, latest edition, as amended by the Illinois Tollway.
 10. Concept Plan Legacy Comment Review. The DSE shall review unresolved comments received pertaining to the Concept Design Plans from involved agencies. Comments applicable to Contract I-17-4303 shall be compiled and presented in the technical memorandum.
 11. Review of corridor roadway lighting design concept by I-17-4308 DSE.
 12. Evaluation of Roadside obstacles in accordance with the Illinois Tollway Traffic Barrier Guidelines, latest edition. The DSE will prepare a strip map which identifies all areas of concern and meet with the Illinois Tollway and DCM to confirm expected level of analysis to be performed as part of the Barrier Warrant Analysis for each contract.

C. PRELIMINARY AND FINAL DESIGN ENGINEERING

1. ROADWAY REQUIREMENTS

- a. Utilize existing aerial mapping, including contours for developing exhibits, right-of-way analysis, etc.
- b. Identify utility impacts on construction, right-of-way, costs, and project schedule. Supplemental SUE services shall be performed by the I-17-4303 DSE.
- c. Identify and establish priority of right-of-way parcel acquisition needed for utility relocation and advance work needs within the project limits.
- d. Conduct supplementary survey as required.
- e. Develop maintenance of traffic and construction staging options for each alternative and corresponding progress schedules. The maintenance of traffic shall be submitted to agencies having jurisdiction over proposed roadways included in the plan for review prior to advancement of subsequent phases of design. The plan shall also be coordinated with adjacent design sections.

2. DESIGN AND PLAN PREPARATION – DETAILED REQUIREMENTS

During this phase, the DSE shall perform designs and prepare contract plans and documents for implementation of the project improvements, to include, but not be limited to, the following:

- a. Design services for preparing contract plans, special provisions and estimates for the Tri-State Tollway (I-294) Roadway Reconstruction between O'Hare Oasis to Balmoral Avenue.
- b. Performing Bridge Type Studies for new bridges proposed to be constructed. The use of Accelerated Bridge Construction (ABC) techniques will be considered as part of the studies.
- c. Perform Type, Size, and Location (TS&L) drawings for new bridge and retaining wall construction.
- d. Performing Wall Type Studies for new retaining wall design construction.
- e. Perform design services for noise walls.
- f. Performing analyses for new drainage structure installation and modification of the existing drainage system.
- g. Provide design of sediment and erosion control for all construction zones.
- h. Provide design of appropriate landscape and soil erosion/sedimentation control measures as necessary in accordance with the Illinois Tollway Environmental Studies manual.
- i. Design services for preparing contract plans and special provisions for installation of pavement markings, delineators, and signage for the contract limits.
- j. Provide barrier warrant analyses for all necessary locations and installation of guardrail, anchors and terminals to conform to the current AASHTO Guidelines and Illinois Tollway criteria.
- k. ITS/Fiber/AET Scope. The scope anticipated to be included as part of the construction contract(s) to be limited to the installation of IPDC foundations, ITS Gantry and DMS foundations, and the underground backbone duct package along the roadway corridor which will contain power and fiber optic cable installed under separate contract(s). ITS device design shall be performed under separate contracts. The I-17-4303 DSE will be required to coordinate with the DCM and I-17-4307 DSE for Advance ITS and Fiber Relocation to ensure operational and communication requirements are fulfilled for each stage of MOT. The I-17-4303 DSE shall be required to coordinate with the DCM and I-17-4308 DSE to ensure that final ITS device design is in conformance with the corridor requirements, and all assets are properly transferred between contracts.
- l. Electrical design services for updating existing roadway and underpass lighting and installing new roadway and underpass lighting as required by the Illinois Tollway Lighting Standards, design criteria, and corridor roadway lighting master plan. Coordinate with the DCM and I-17-4308 DSE for the corridor roadway lighting master plan. The I-17-4303 DSE will design temporary lighting, provide for the maintenance of existing/temporary lighting, and will determine the actual locations of, and prepare contract plans, special provisions, and estimates for the temporary and final roadway and underpass lighting.
- m. Perform detailed design for all overhead, cantilever, and ground mounted sign structures within the contract limits.
- n. Provide maintenance of traffic plans including those for impacts to local facilities.

- o. Utility coordination for protection and / or relocation of utilities.
- p. Provide assistance to and backup materials for the preparation of all required permits by the DCM.
- q. Perform geotechnical studies.
- r. Prepare all required permits.
- s. Perform INVEST planning and design evaluations.
- t. Perform environmental studies. Phase I Environmental Site Assessments (ESAs) were prepared by others. These shall be reviewed for content and Phase II Environmental Site Assessments are to be prepared including environmental borings and analysis. The DSE will further prepare all designs required for remediation recommendations resulting from the ESA and Remedial Action Plan (RAP).
- u. Coordination with the Illinois Tollway and DCM with regard to environmental issues including, but not limited to USACE, IEPA, NPDES, IDNR-OWR. The following tasks have been or will be completed and will be provided to the DSE: Biological Resource Review, Wetland Delineation, Cultural Resource investigation, Stream/Water Quality Investigation, tree transect survey, Special Waste Assessment, and Traffic Noise Analysis. The DSE will be responsible for performing detailed tree classification surveys. The DCM will prepare a comprehensive inventory of required permits for the overall Tri-State Tollway (I-294) project, secure select permits and approvals (including FAA approval and corridor-wide 404/401 permits), and support coordination of other required permits to be secured by the DSE. See Table B for information regarding permitting responsibilities. Required permit submittals for the project include, but are not limited to: approval from Federal Aviation Administration; permits from the U.S. Army Corps of Engineers, Illinois Environmental Protection Agency, Illinois Department of Natural Resources, U.S. Fish and Wildlife, Metropolitan Water Reclamation District, IDOT, Local Agencies, Local Soil and Water Conservation Districts, Local Forest Preserve Districts, Railroads, etc. The DSE will review and confirm the overall permits inventory as identified by the DCM. The DSE will support the DCM in securing other required construction permits in conformance with the established schedule, including preparation of permits not being prepared by the DCM. The DSE will be required to furnish plans, calculations, etc. as required for permit submittals. The DSE shall coordinate permit requirements with the DCM throughout the design phase. The DSE shall be responsible for ensuring that permit submittals and approvals are consistent with contract schedules.
- v. All other appurtenant and miscellaneous items. The following structures are included in this project:
 - Culvert 394C: Sister Stream: One mainline structure
 - Bridges 393/394: Irving Park Rd.: Two mainline structures
 - Bridge 394A: Irving Park Rd Ramp A: One ramp structure
 - Culvert 393C: Crystal Creek: One mainline structure
 - Bridges 389/390: Lawrence Avenue: Two mainline structures
 - Bridges 391/392: Soo Line Railroad: Two mainline structures
 - Bridge 363: Balmoral Ave.: One crossroad structure
- w. All other appurtenant and miscellaneous items.
- x. Following submittal of the Preliminary design plans, the Designer will participate in a Value Management Study. The VMS will be conducted by the DCM following preliminary submittal. The Designer will prepare exhibits, have key staff participate in the VMS, review the VMS finding, prepare

- responses and dispositions for all findings, and implement into their design any recommended findings which are accepted by the Tollway.
- y. The DSE will include a review of the following contracts prepared by others to confirm that the design is compatible with that of the I-17-4303 design section:
 - i. Tri-State Tollway Roadway Reconstruction Contract I-17-4302

3. FINAL DESIGN SERVICES AND SUBMITTALS REQUIRED

Preparation of preliminary, pre-final, and final contract documents, special provisions, design and quantity calculations, and construction schedule to be reviewed by the Illinois Tollway.

1. The DSE must have MicroStation capabilities. All final documents shall be submitted in hard copy and electronic format and follow the Illinois Tollway CADD STANDARDS Manual.
2. The DSE shall coordinate and incorporate all requirements of other design contracts impacting this project, if any. The DSE shall meet with other DSE's and the DCM as often as required to ensure the final contract documents of all contracts relating to the limits are coordinated.
3. The DSE shall be responsible for coordinating designs with the DCM and the Illinois Tollway User Departments, including but not limited to, Toll Services, Traffic Operations, and Maintenance and Business Systems.
4. Maintenance of traffic and construction staging.
5. The DSE will be responsible for preparing and coordinating construction cost estimates with the DCM and the Illinois Tollway in accordance with the Illinois Tollway DSE Manual. The DSE is responsible for tracking the scope and cost estimate for construction contracts and coordinating changes with the DCM and the Illinois Tollway throughout the design phase. Final construction cost estimates will be developed by the DSE.
6. If required, preparation of plats of acquisition and associated legal descriptions.
7. All other submittals as required in the Illinois Tollway DSE Manual.
8. The DSE shall utilize the new Illinois Tollway stationing. Stationing of existing appurtenances shall be approximated from existing stationing and digital ortho imagery information.
9. Coordinate with the Illinois Tollway Project Manager and DCM on sending individual letters to municipal, township, county, and railroad officials with jurisdictional boundaries adjacent to the study area. Allow interested officials to review concepts under the Illinois Tollway consideration and comment on community issues of concern or support.
10. Coordinate with the Illinois Tollway Project Manager, the DCM, and the Illinois Tollway Planning Division on meeting with individual property owners, neighborhood groups, and their local officials as required to address their questions or concerns regarding indirect project impacts.
11. Submit DSE Quality Management Plan within 14 days of Notice to Proceed.
12. The DSE is responsible for submittal of documents required during contract advertisement and as required for contract addenda in accordance with the Illinois Tollway DSE Manual. The DSE shall coordinate with the DCM and Illinois Tollway as necessary.

13. Provide required information to support the Illinois Tollway's coordination activities with the Tri-State Tollway (I-294) Local Advisory Committee.

D. STRUCTURAL CONSTRUCTION

1. Perform cursory inspection of structures that are to be rehabilitated to provide repair recommendation verification to supplement the Bridge Condition Report.
2. The DSE will prepare Bridge Type Studies for new bridges proposed to be constructed.
3. The DSE will prepare Wall Type Studies for new retaining walls proposed to be constructed.
4. The DSE will prepare Type, Size, and Location plans for proposed bridges (see Table A), retaining walls and culverts as required within the project limits.
5. The DSE will prepare contract plans and specifications for proposed bridges (see Table A), retaining walls, and culverts as required within the project limits.
6. The DSE will prepare contract plans, special provisions and estimates for IPDC foundations and ITS Gantry and DMS Foundations within the project limits.

E. DRAINAGE

1. The existing drainage facilities as represented in the concept plans and available Tri-State Tollway (I-294) as-built plans will be reviewed by the DSE to determine level of completeness and to identify potential additional drainage survey requirements. The DSE shall inspect existing storm drainage pipes to remain for condition assessment.
2. Drainage calculations including culvert and storm sewer sizing will be provided by the DSE.
3. Analysis of alternatives for the proposed drainage system will be required by the DSE. Anticipated alternatives include the staging of the proposed drainage improvements, detention alternatives, and best management practices as applicable. The prior drainage calculation reports from the concept plans and Tri- State Tollway (I-294) reconstruction will be provided for starting background.
4. The proposed right- of-way and easement requirements will be evaluated to accommodate the proposed drainage design.

F. ENVIRONMENTAL STUDIES AND REPORTS

1. Determine and evaluate potential environmental impacts. Precautions should be taken to limit wetland impacts to those presented in the Section 404 permit application submitted by the DCM and which was the basis for the USACE Section 404/IEPA Section 401 water quality certification authorizations issued for the Tri-State Tollway (I-294) project. The DSE shall coordinate immediately with the DCM if design changes result in an increase in impacts as coordination with regulatory resource agencies would be required.
2. Completion of Part II Environmental Studies Inventory Sheet (ESIS). Part I was evaluated during the Master Plan Phase. Therefore only Part II shall be submitted with preliminary plans.
3. Evaluate and develop sediment and erosion control plans/measures if necessary.

4. Preparation of plans as required for USACE review of resource impacts and shall include appropriate details including grading plans, soil erosion and sediment control plans, Best Management Practices plans, existing and proposed drainage plans, and wetland/waters mitigation plans.
5. Prepare Phase II ESA in accordance with the Illinois Tollway Environmental Studies Manual, latest edition, and ASTM E1903 Standard Practice for Environmental Site Assessments, Phase II as applicable. Prepare a Remedial Action Plan in accordance with the aforementioned criteria as applicable and in accordance with IEPA requirements for Site Remediation Programs. Prepare a Remedial Action Plan (RAP) in accordance with the aforementioned criteria as applicable and in accordance with IEPA requirements for Site Remediation Programs.

G. MAINTENANCE OF TRAFFIC

The DSE shall prepare Maintenance of Traffic deliverables in accordance with the Illinois Tollway Design Section Engineer Manual, latest edition, as amended by the Illinois Tollway. The maintenance of traffic plans and studies shall provide for protection and maintenance of the Illinois Tollway and crossroad traffic, and maintenance of toll operations during construction. The DCM shall coordinate traffic staging and maintenance of traffic for the corridor with the individual DSEs for the project. The coordination shall include ensuring that regional impacts are minimized and to ensure that traffic is maintained during construction. Contract completion dates shall be coordinated between design contracts. The existing number of traffic lanes shall be maintained on the mainline in each direction on the Tri-State Tollway (I-294) between O'Hare Oasis (M.P. 37.8) to Balmoral Avenue (M.P. 40.0) during peak hours.

H. UTILITIES

1. The DSE shall coordinate with utility companies and with the DCM throughout the design phase. The DSE shall be responsible for ensuring that utility relocation activities are consistent with contract schedules.
2. The DSE will be required to provide a copy of the agency utility contact log on a monthly basis.
3. Verify location of existing communications cables and utilities with respect to the proposed improvements.
4. All utilities coordination shall be performed in accordance with the Illinois Tollway DSE Manual, specifically with requirements of Subsection 4.5.18 and Section 6.

I. GEOTECHNICAL

1. For the bridges, retaining walls, noise walls, culverts, sign structure, IPDC, ITS Gantry and lighting foundations, the DSE will select proposed boring locations for approval by the Illinois Tollway. The DSE shall review the borings obtained in Phase I. The DSE will provide a boring map to the DCM. If required, the DSE will be responsible for providing information to the DCM as required for obtaining right of entry and permits to perform any subsurface exploration.
2. The DSE will provide subsurface exploration, utility checks, laboratory testing, and a Soil survey report. If required, pavement corings will be taken at locations

selected by the DSE to gather information for the pavement design. The pavement design for local system roadways will be provided by the agency having jurisdiction of the roadways and the Illinois Tollway will determine mainline and ramp pavement section designs for toll roadway pavements. The DCM will provide applicable agencies and the Illinois Tollway with information necessary for designing pavement sections.

3. The DSE will prepare Structural Geotechnical Reports (SGR) that summarizes the exploration and studies described above. The SGR will follow the Illinois Tollway SGR procedure. The SGR contains geotechnical recommendations related to bridge foundations, retaining wall foundations, slope walls, side slopes, pavement, sign structure, ITS Gantry, lighting foundations, and traffic signal foundations.

III. DESIGN SECTION ENGINEER'S (DSE's) SERVICES

A. EXECUTION OF ENGINEERING SERVICES

1. The DSE shall furnish services in accordance with the articles contained in the Illinois Tollway DSE Manual and all applicable Illinois Tollway Criteria, Manuals, and Bulletins.

B. FIELD SURVEY

1. The DCM will provide available survey information to the DSE. The DCM will establish a centerline and benchmarks for subsequent use by the DSE for the Tri-State Tollway (I-294) between O'Hare Oasis (M.P. 37.8) to Balmoral Avenue (M.P. 40.0). The DSE will review the survey information and coordinate discrepancies with the DCM. Additional benchmarks will be provided by the DSE as necessary.
2. The DSE shall perform all additional survey work necessary for the design of the project in accordance with the appropriate sections of the Illinois Tollway DSE Manual, or as required for compliance with governing design criteria to provide a complete and acceptable design.
3. Maximum use shall be made of the Illinois Tollway's record drawings and Phase I Engineering documents; however, it is the Design Section Engineer's responsibility to verify all topography in the field.
4. The DSE shall obtain adequate survey information for determining barrier warrant analysis, etc. including approach shoulder drainage and appurtenances.
5. The DSE shall utilize the Illinois Tollway's record drawings and verify features in the field and utilize stationing on drawings only as a reference for the location of the structures. It is not the intent for the DSE to re-establish stationing in the field.
6. All coordination with Agencies, including but not limited to the U.S. Army Corps of Engineers, the Illinois Department of Natural Resources, the Illinois Environmental Protection Agency, the Office of Water Resources, and the Illinois Department of Transportation shall be conducted through Illinois Tollway and DCM. The DSE will be expected to assemble information and documents necessary for Illinois Tollway to perform such coordination.

7. All coordination with railroads shall be conducted through the DCM and per the Illinois Tollway DSE Manual.

C. PLATS AND LEGALS

1. This contract is anticipated to require up to 25 separate property acquisitions. DSE to prepare plat and legal description documents associated with each Plat of Acquisition (POA) as well as coordinate and provide assistance to the Tollway Land Acquisition Unit as needed to complete each required acquisition. Documents shall be prepared in a timely manner so to not impede the Tollway property acquisition schedule.

IV. ITEMS TO BE FURNISHED TO THE DESIGN SECTION ENGINEER

In addition to the items to be provided as described in the DSE's Manual, the following will be supplied:

1. Items identified in Section II.
2. It shall be the responsibility of the DSE to select the applicable reduced record drawings from the Illinois Tollway's website at www.illinoisvirtualltollway.com.
3. Available inspection reports from current jurisdictional agencies for facilities within the project limits.
4. The Illinois Tollway's biennial structural inspection report of the bridges within the project limits.
5. Digital Ortho-Imagery, contours, horizontal and vertical survey control, and center line of the project limits.
6. Copies of Illinois Tollway Standard Specifications, Standard Drawings, and Illinois Tollway Design Manual can be obtained from the Illinois Tollway's website at www.illinoistollway.com.
7. Copy of Illinois Tollway Railroad and utility agreements (as required).
8. Copy of Bridge Condition Reports (as required).
9. Maintenance Section Reports.
10. General Engineering Consultant's Special Issue Log.

PROJECT SCHEDULE

Contract No. I-17-4303
Tri-State Tollway, Roadway Reconstruction and Bridge Rehabilitation,
O'Hare Oasis (M.P. 37.8) to Balmoral Avenue (M.P. 40.0)

SCHEDULE

1.	Scoping Meeting	7/25/2017
2.	Design Scope Submittal	8/11/2017
3.	Design Scope Approval	9/6/2017
4.	Notice to Proceed	11/9/2017
5.	Project Kick-Off Meeting	11/20/2017
6.	Concept Submittal	3/2018
7.	Preliminary Submittal	10/2018
8.	Pre-final Submittal	4/2019
9.	Final Submittal	TBD
10.	Advertise	TBD
11.	Bid Opening	TBD
12.	Board Award	TBD
13.	Construction Start Date	TBD

^a Design for this project is scheduled to begin in 2017. Construction of this project is not scheduled. Listed dates are subject to change and correspond to the advertisement date and construction start dates for the earliest roadway contract. The intent of is to advance the design to enable the Illinois Tollway to proceed to construction in advance of the above listed dates if possible and practical in coordination with the DCM and overall Tri-State Tollway Master Corridor Schedule and program priorities.

**TABLE A:
BRIDGES LOCATED WITHIN THE PROJECT LIMITS**

**Contract No. I-17-4303
Tri-State Tollway (I-294), Roadway Reconstruction and Bridge Rehabilitation,
O'Hare Oasis (M.P. 37.8) to Balmoral Avenue (M.P. 40.0)**

Bridge #	Traffic Direction	Mile Post	Location	Tollway Over (O) Under (U)	Type of Bridge	Maintenance**
394C	NB	38.10	Sister Stream: One mainline structure	O	Culvert	A
393/394	NB/SB	38.30	Irving Park Rd.: Two mainline structures	O		C
394A	NB	38.30	Irving Park Rd Ramp A: One ramp structure	O		A
393C	NB/SB	38.40	Crystal Creek: One mainline structure	O	Culvert	A
389/390	NB/SB	39.00	Lawrence Avenue: Two mainline structures	O		A
391/392	NB/SB	39.30	Soo Line Railroad: Two mainline structures	O		A
363	EW	39.82	Balmoral Ave.: One crossroad structure	U		B

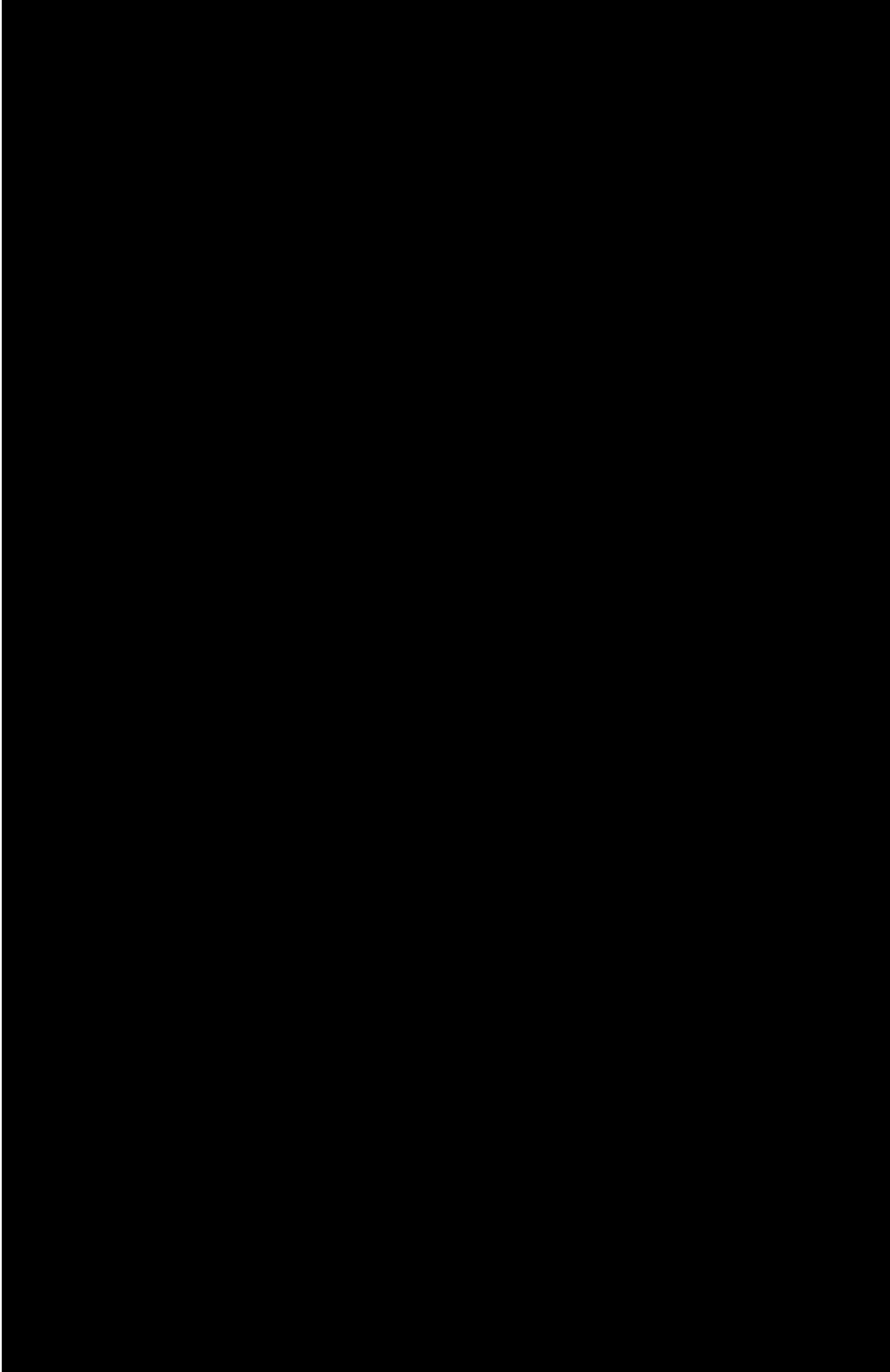
** A Type – Illinois Tollway has complete maintenance responsibility.

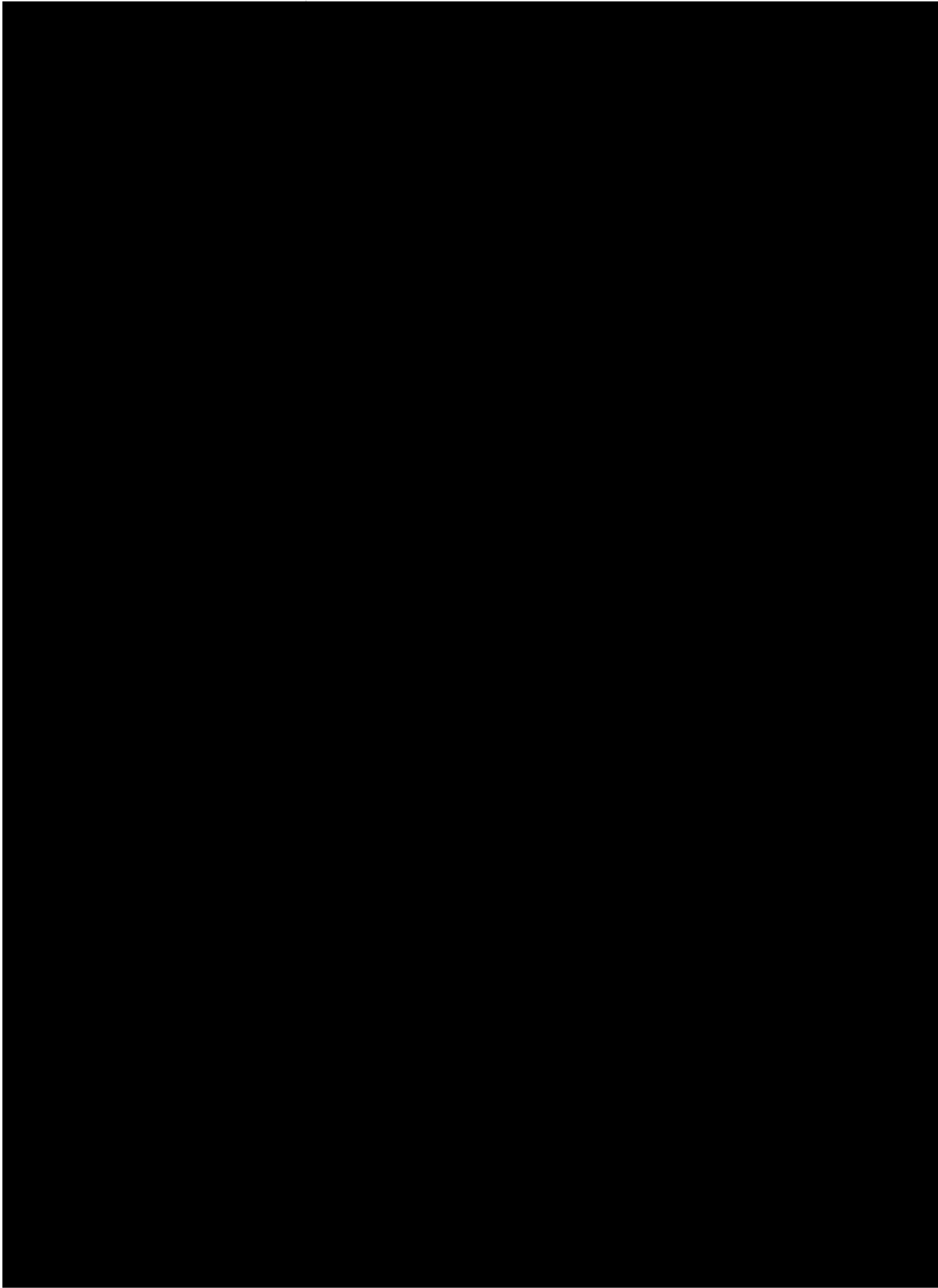
** B Type – Illinois Tollway has partial maintenance responsibility.

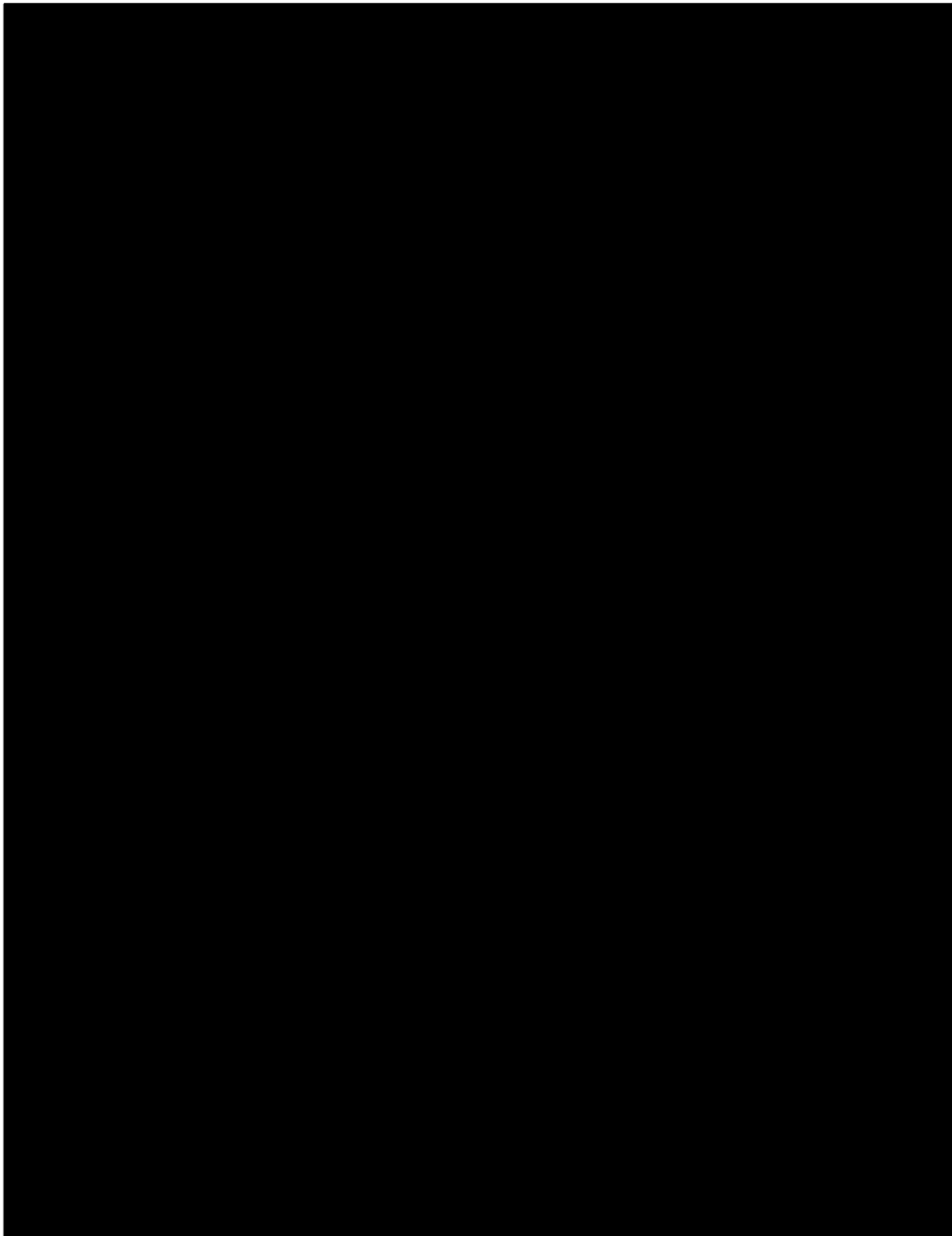
** C Type – Illinois Tollway has complete or partial maintenance responsibility.

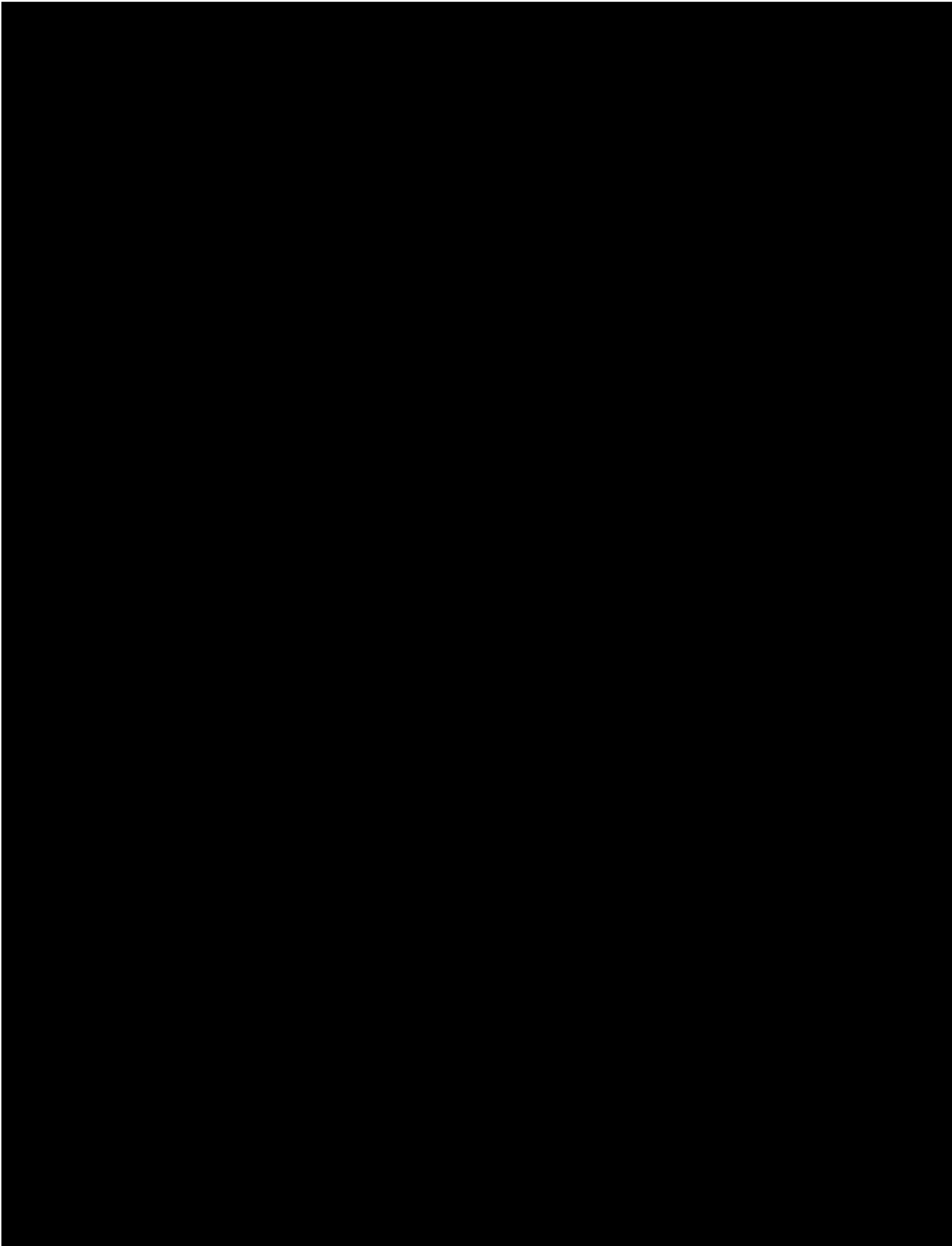
¹ Bridge type and span arrangements subject to confirmation by the DSE through Type, Size and Location studies.

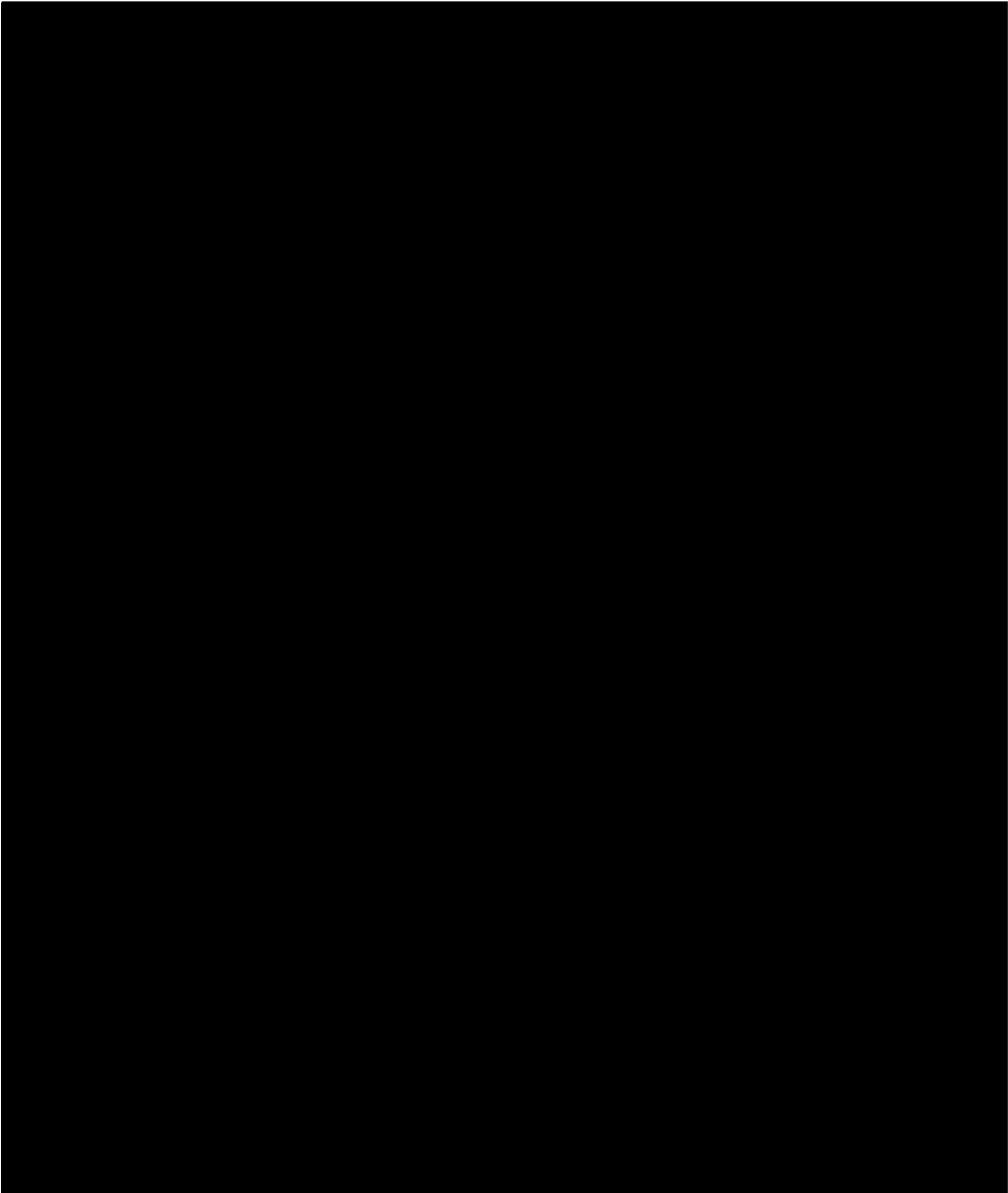
**TABLE B:
TRI-STATE TOLLWAY (I-294) PERMITTING AND
AGREEMENTS RESPONSIBILITY MATRIX**

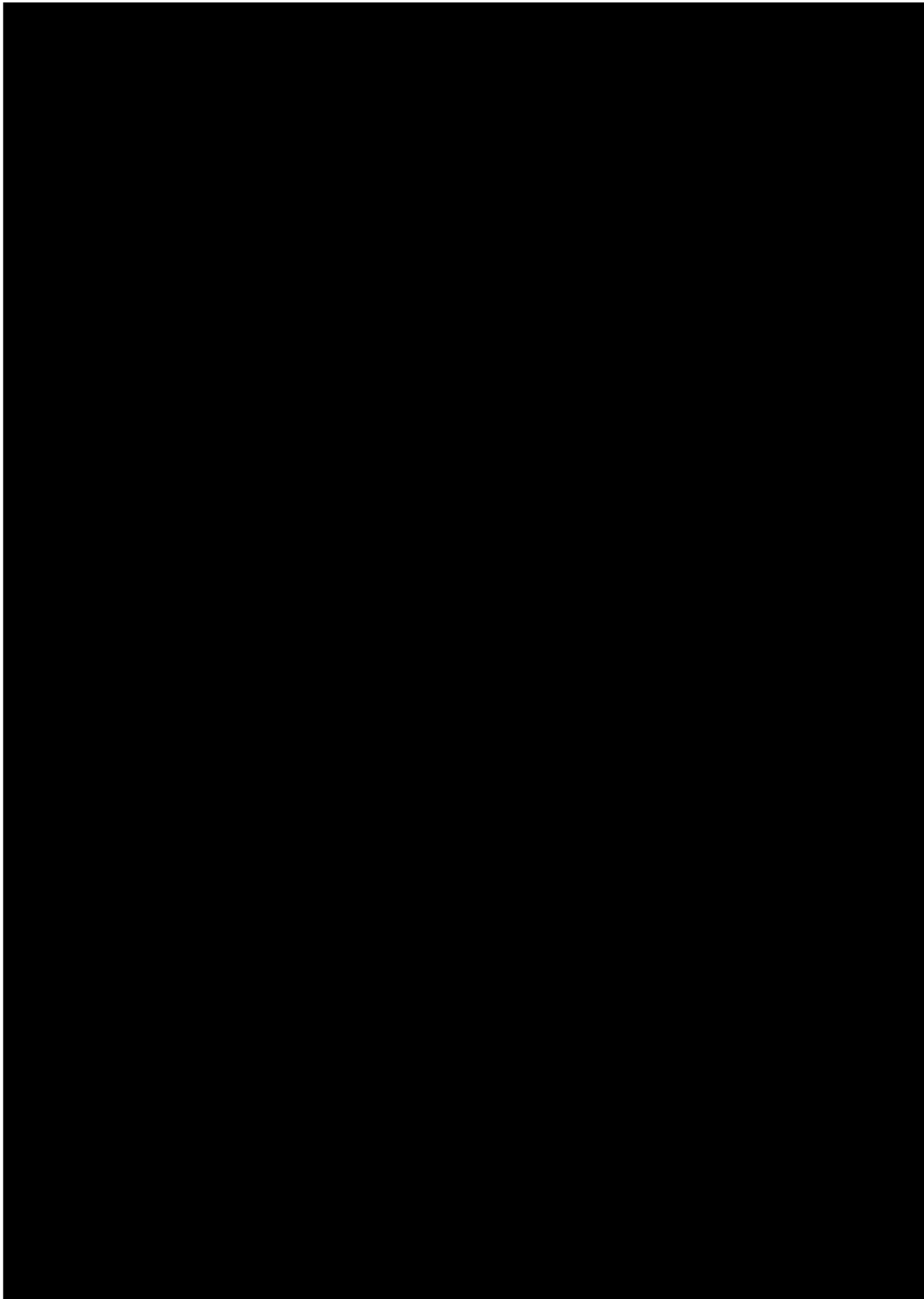












APPENDIX TO EXHIBIT F

Contract No. I-17-4303

SINGH & ASSOCIATES, INC.

SCOPE OF SERVICES

Singh & Associates, Inc. (SINGH), as a sub-consultant to BB&A. will perform Signage, lighting, electrical and ITS design services for Tri-State Tollway, Roadway Reconstruction and Bridge Rehabilitation, I-294 between O'Hare Oasis (M.P. 37.8) and Balmoral Avenue (M.P. 40.0) for Design Contract I-17-4303. The services will be performed in accordance to ISTHA standards.

Scope of Work:

The scope of work includes review of Phase I report, review of design criteria, concept design verification, coordination with DCM, other DSEs, review of concept lighting design prepared by I-17-4308.

ITS/Fiber/AET Scope:

The scope anticipated to be included as part of the construction contract(s) to be limited to the installation of IPDC foundations, ITS Gantry and DMS foundations, and the underground backbone duct package along the roadway corridor which will contain power and fiber optic cable installed under separate contract(s). ITS device design shall be performed under separate contracts. The I-17-4303 DSE shall be required to coordinate with the DCM and I-17-4307 DSE for Advance ITS and Fiber Relocation to ensure operational and communication requirements are fulfilled for each stage of MOT. The I-17-4303 DSE shall be required to coordinate with the DCM and I-17-4308 DSE to ensure that final ITS device design is in conformance with the corridor requirements, and all assets are properly transferred between contracts.

List of ITS Tasks:

Concept Design:

- Review of Phase I documents, Tollway Design criteria and Value Management Study
- Concept design verification
- FOC duct package coordination with Tollway FOC maintenance vendor
- Incorporate site specific ITS design prepared by others
- Concept level cost estimate

PS&E documents:

- Existing removal, Temporary and Proposed ITS plans,

-Conduit Transition plans for four bridge (Two over railroad, Two over Irving park Rd)

-Specification

-Cost estimate

Lighting:

Develop working drawings and contract documents for updating existing roadway and underpass lighting systems for the installation of new roadway and underpass lighting as required by the Illinois Tollway Guidelines for Roadway Illumination, design criteria, and corridor roadway lighting design concept. The DSE shall coordinate with the DCM and the I-17-4308 DSE for the corridor roadway lighting design concept. The I-17-4303 DSE shall be responsible for the design of temporary lighting systems as required for the maintenance of existing illumination and as required for special illumination during construction, including provisions for the maintenance of existing/temporary and final lighting systems through the duration of the contract, and shall determine the actual locations of final roadway and underpass lighting systems; shall coordinate with the DCM to determine lighting system control options, shall prepare contract plans, special provisions, and estimates for the temporary and final roadway and underpass lighting.

List of Lighting Tasks:

Concept Design:

Review of Lighting design concept

Photometric computation

IDOT/local agency concept design for lighting and traffic signal

Concept level cost estimate

PS&E documents:

Existing removal, Temporary and Proposed Lighting plans

Underpass lighting plans for Tollway, IDOT/local agency

Traffic Signal and interconnect design for Lawrence Ave at 25th Ave

Specification

Cost estimate

Signage Design:

Concept Design:

-Concept Strip Map showing permanent signing layout

-Concept Strip Map showing Interim signing layout (sign sequences for (4) assumed construction phases)

-Concept level Cost estimate

PS&E documents:

- Permanent Signing Design for Mainline, all Ramps, and Manual Toll Plaza lanes.
- Interim Signing Design for all (4) assumed construction phases for Mainline, all Ramps, and Manual Toll Plaza lanes – Separate plan sheets
- Permanent Truss, Cantilever, Breakaway Sign detail Sheets
- Interim Truss, Cantilever, Breakaway Sign detail Sheets showing sign sequence for 4 assumed construction phases.
- Sign Panel Details (Guidesign) for Permanent Signs
- Standard Sign Summary Sheet
- Signing Schedules
- Specification and Quantities

Note: Signing design requirements are likely to change several times during the 36 month duration of the design contract.

Structural Summary Sheets for trusses and cantilevers are not included scope of work.

PM, Coordination and Site Visits

- INVEST planning
- Site Visits and field investigation
- Coordination with DCM, other DSEs, and Tollway
- FAA, Utility, and local agency coordination
- Project Management and Invoicing

Following items are considered not part of SINGH scope of work unless noted above:

- Preparation or concept submittals, Photometric computations and any revised concept submittals for approval
- IDOT underpass lighting at Roosevelt Road
- Above ground ITS equipment design
- IPDC electrical work
- Cermak Plaza electrical work.
- Plaza 33 electrical work
- IDPC electrical work

1.

EXHIBIT G
Contract No. I-17-4303
Singh and Associates, Inc.
CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplements and Extra Work Orders)	Fee Remaining to be Earned	Estimated Date of Completion
I-11-4018	DCM - Jane Addams (sub)	\$ 638,039	\$ 7,000	12/31/16
I-12-4041	Elgin-O'Hare Western Access, US 20 to IL 83	\$ 1,621,100	\$ 58,690	07/31/17
I-14-4645	Elgin-O'Hare Western Access CA (sub)	\$ 112,100	\$ -	
RR-13-5660	Roadway Resurfacing, Reagan Memorial Tollway (I-88), US 30 to US 52 (sub)	\$ 229,700	\$ -	11/30/14
I-13-4106	I-90, Bridge Construction, Roselle Road (Sub)	\$ 203,200	\$ 3,000	12/31/17
I-13-5336	I-355 (SB) Roadway Widening, 71st-75th Street (sub)	\$ 161,400	\$ -	06/30/15
RR-13-4116	I-88, York Road to I-290 (Sub)	\$ 295,100	\$ 39,000	10/15/15
I-13-4623	EOWA at IL 19 Interchange (sub)	\$ 195,000	\$ 55,000	06/01/17
I-14-4196	Jane Addams Memorial Tollway (I-90) and Systemwide, DUR (Sub)	\$ 123,100	\$ -	12/31/16
RR-14-5703	Design Upon Request - Systemwide (\$ 1,570,000	\$ 720,500	06/30/23
RR-14-5703	TO1: Truck Parking Report			
RR-14-5703	TO2: I-94 NV CD at IL Rte 132			
RR-14-5703	TO3: US 6 Bridge over I-294			
RR-14-5703	TO4: CCTV Camera Enhancement			
RR-14-5703	TO5: Fencing & Site Improvement			
RR-14-4224	Tri-State Tollway Roadway Study	\$ 367,000	\$ 78,000	12/31/17
PTB 157/001	I-290 Traffic Study (sub)	\$ 974,210	\$ 301,000	02/01/17
D-91-640-11;				
PTB 161/013	IL 137 over IL 137 (sub)	\$ 28,000		
D-92-026-11;				
PTB 158-016	Various Phase I/II Projects (Sub)	\$ 60,000	\$ 15,000	
PTB 168-011	District 1 Various Signals	\$ 345,500	\$ 4,000	12/31/16
PTB 168-006 & P-91-376-13	I94/US 40 Smart Highway Corridor Design (sub)	\$ 369,000	\$ 247,000	12/31/16
PTB 168-007 & D-91-314-13	Various Phase II Projects (sub)	\$ 90,500	\$ 12,000	12/31/16
PTB 168-016 & D-92-073-11	US 30 BR (West State Street), from Day Avenue to Independence Avenue (sub)	\$ 45,600	\$ 2,000	12/31/16
PTB 171-006 & P-91-195-14	Phase I Various ADA Projects (sub)	\$ 20,500	\$ -	08/07/19
PTB 172-008 / D-91-354-14	Various ITS and Electrical Projects	\$ 500,000	\$ 476,000	01/23/17
PTB 172-006 / D-91-333-14	Various Phase II Traffic Signal Design Project (sub)	\$ 100,000	\$ 100,000	

EXHIBIT G
Contract No. I-17-4303
Singh and Associates, Inc.
CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplements and Extra Work Orders)	Fee Remaining to be Earned	Estimated Date of Completion
PTB 152-016 & P-91-505-09	Phase I Lighting Assessments (sub)	\$ 99,500	\$ -	12/31/15
PTB 173-006 & P-91-442-14	Phase I Various/Variou Projects (sub)	\$ 50,000	\$ 33,000	
PTB 174-017 & D-30-003-15	Various Pump Station Projects (sub)	\$ 50,000	\$ 33,000	10/15/25
PTB 174-008	FAP 344 (IL 83) at IL 171 (Archer Avenue) - South Junction (sub)	\$ 30,000	\$ -	12/31/16
PTB 174-001	Phase I Various Various Projects (sub)	TBD by WO		
PTB 175-011; P-91-224-15	Phase I Various Various Projects (sub)	\$ 43,500	\$ 11,000	12/15/23
PTB 175-015; D-91-113-15	IL 53 & IL 68 (Sub)	\$ 82,650	\$ 1,500	03/31/17
PTB 174-003; P-91-130-15	IL 53, West Arsenal Rd to US 52 (Sub)	\$ 41,800	\$ 30,000	08/18/17

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 20%;"></td> <td style="width: 10%;"></td> <td style="width: 30%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor				Direct Costs				Services by Others				Additional Services **				Total this Subconsultant (ULC)		\$	-
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** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Burns & McDonnell Engineering Co., Inc.

Contract Number: I-17-4303

Proposal Date: 10/10/2017

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-17-4303

Consultant: Burns & McDonnell Engineering Co., Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
AES Verification Phase II													76	76
Meetings / Coordination / Admin													16	16
TOTALS													92	92

Contract Number: I-17-4303

Consultant: Burns & McDonnell Engineering Co., Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
AES Verification	76	76	76												228
Phase II			270	272	272	272	272	272	272	272	272	272	272	272	2718
Meetings / Coordination / Admin	26	26	26	26	26	26	26	26	26	26	26	26	26	12	298
TOTALS	102	102	372	298	298	298	298	298	298	298	298	298	298	284	3244

Contract Number: I-17-4303 Consultant: Burns & McDonnell Engineering Co., Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
	201	201	201	201	201	201	201	201	201	201	201	201		
Phase II	26	26	26	26	26	26	26	26	26	26	26	26	26	26
Meetings / Coordination / Admin														
TOTALS	227	227	227	227	227	227	227	227	227	227	227	227	227	213

Contract Number: I-17-4303

Consultant: Burns & McDonnell Engineering Co., Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Phase II	50		50		50		50		50		50		50		300
Meetings / Coordination / Admin		6		6		6		6		6		6		6	30
TOTALS	50	6	50	6	50	6	50	6	50	6	50	6	50	6	330

Contract Number: I-17-4303

Consultant: Burns & McDonnell Engineering Co., Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Phase II	50		50		50		50		50		50		50	300	
Meetings / Coordination / Admin		6		6		6		6		6		6		6	30
TOTALS	50	6	50	6	50	6	50	6	50	6	50	6	50	6	330

Contract Number: I-17-4303

Consultant: Burns & McDonnell Engineering Co., Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2022												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Phase II	28	28	28	28	28	28	28	28	28	29	30		311
Meetings / Coordination / Admin	8	8	8	8	8	8	8	8	7	7	7		85
TOTALS	36	36	36	36	36	36	36	36	35	36	37		396

Contract No.: I-17-4303 Consultant: Burns & McDonnell Engineering Co., Inc.

Date: 10/10/2017

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 60 No. OF MONTHS
 SCHEDULED START DATE: 12/1/2017
 RAISE DATE: 1/1/2018
 PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date	Date
12/1/2017 - 12/31/2017	1/1/2018 - 12/31/2018	1/1/2019 - 12/31/2019	1/1/2020 - 12/31/2020	1/1/2021 - 12/31/2021		
1.0	12.0	12.0	12.0	12.0		
60.0	60.0	60.0	60.0	60.0		
1.67% Factor First Period	20.00% Escalation Factor Second Period	20.00% Escalation Factor Third Period	20.00% Escalation Factor Fourth Period	20.00% Escalation Factor Fifth Period		

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date	Date
1/1/2022 - 11/30/2022						
11.0						
60.0	60.0	60.0	60.0	60.0	60.0	60.0
18.33% Escalation Factor Sixth Period						

The escalation factor for this project is: 100.00%

Contract No.: 1-17-4303

Consultant: Burns & McDonnell Engineering Co., Inc.

Date: 10/10/2017

Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES

										DIRECT COST OVERTIME PREMIUM		
										Total Estimated O/T Hours:		
										Average Premium O/T Hourly Rate:		
										Total Overtime Premium:		
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)				
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	200.00						
No	Project Manager	\$40.00	\$70.00	\$70.00	\$70.00	891.00						
No	Senior Engineer/Planner	\$40.00	\$70.00									
No	Resident Engineer	\$40.00	\$70.00									
No	Project Engineer/Planner	\$25.00	\$60.00	\$51.67	\$51.67	3,213.00						
No	Staff Engineer/Planner	\$20.00	\$40.00									
No	Engineer /Accountant	\$20.00	\$60.00	\$37.81	\$37.81	2,672.00						
No	Senior Technical Specialist	\$25.00	\$60.00									
No	Technical Specialist	\$15.00	\$50.00									
No	Architect	\$30.00	\$70.00									
No	Realty Specialists	\$20.00	\$70.00									
No	Intern	\$8.25	\$20.00									
No	Admin/Clerical	\$8.25	\$40.00	\$36.19	\$36.19	126.00						

EXHIBIT "1"

Contract No.: I-17-4303

Consultant: Burns & McDonnell Engineering Co., Inc.

Date: 10/10/2017

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	Principal - Level 17	Folta, Michael J.	\$50 - \$70
	Department Manager - Level 17	Eisenbeis, Kevin	
Project Manager	Project Manager - Level 13	Goveia, Robert M.	\$40 - \$70
	Structural Engineer - Level 14	Holcomb, Rod	
	Project Manager - Level 16	Mack, Mike	
	Project Manager - Level 16	McCay, Thomas A.	
	Project Manager - Level 14	Morales, Jennifer	
	Project Manager - Level 14	Papirnik, Matthew	
	Project Manager - Level 15	Quinlan, Brian	
	Project Manager - Level 13	Ruhde, Jeffrey A.	
	Project Manager - Level 14	Schweickert, Shellie M.	
	Project Manager - Level 14	Soard, Sarah J.	
	Project Manager - Level 15	Wenberg, Jason S.	
	Senior Engineer/Planner		
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Staff Civil Engineer - Level 11	Reid, Andrew W.	\$25 - \$60
	Sr. Structural Engineer - Level 12	Boyse, Brian T.	
	Staff Environmental Engineer - Level 12	Fuller, Tess E.	
	Senior Civil Engineer - Level 12	Robinson, James I.	
	Senior Civil Engineer - Level 13	Schultz, Christopher J.	
	Senior Civil Engineer - Level 13	Zarnaites, Crystal	
Staff Engineer/Planner			\$20 - \$40
Engineer /Accountant	Doc. Manager/Scheduler - Level 13	Gelsomino, Andrea C.	\$20 - \$60
	Staff Civil Engineer - Level 11	Jiang, Richard	
	Assistant Civil Engineer - Level 9	Allen, Jennifer M.	
Senior Technical Specialist			\$25 - \$60
Technical Specialist			\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70

Contract No.: 1-17-4303

Consultant: Burns & McDonnell Engineering Co., Inc.

Date: 10/10/2017

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Intern			\$8.25 - \$20
Admin/Clerical	Project Assistant - Level 10	Marino, Amy K.	\$8.25 - \$40
	Project Assistant - Level 10	Stuber, Adam B.	

Contract No.: I-17-4303 Consultant: Burns & McDonnell Engineering Co., Inc.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. VEHICLE REIMBURSEMENT - rate based on link below**
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>

- B. ALLOWABLE DIRECT COSTS - based on link below**
http://www.illinoistollway.com/documents/10157/2389762/12_LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_10012013.PDF

- C. ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

DIRECT COST CATEGORY

NONE

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) **\$ 17,500.00**

ALLOWABLE DIRECT COSTS

10.01.2013

Effective for contracts awarded on or after October 1, 2013, the following costs are allowable when requested by the Department and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Vehicle Rental	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day
Vehicle Half-day Rate	\$32.50/half day
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography and mapping	Actual Cost
Utility exploratory trenching	Actual Cost

ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- **Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

Cell Phones	Unallowable
Radio Communication	Actual Cost
2-way Radio	Actual Cost

Vehicles (Only for Vehicles assigned to project)

Rental (Daily Rate Only) - Including Tolls	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day

The number of days will be calculated as follows:

For extended stay** - Number of days on job site plus one

Day to travel to and from job site

Weekly (hotel) – Number of days on job site plus one day to

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

**Extended Stay Status applies to individuals on the project over 20 Consecutive working days. The decision whether individuals will stay over the weekend will be made after the Contractor's schedule is available and shall be made jointly by the Consultant Liaison and the IDOT Resident.

NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CSE Manual allowance.

Contract No.: I-17-4303

Consultant: Burns & McDonnell Engineering Co., Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: Matthew Papirnik, PE, PTOE, ENV SP

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Kevin Eisenbeis, PE, SE

Classification: QMP Structures

Name: _____

Classification: _____

Name: _____

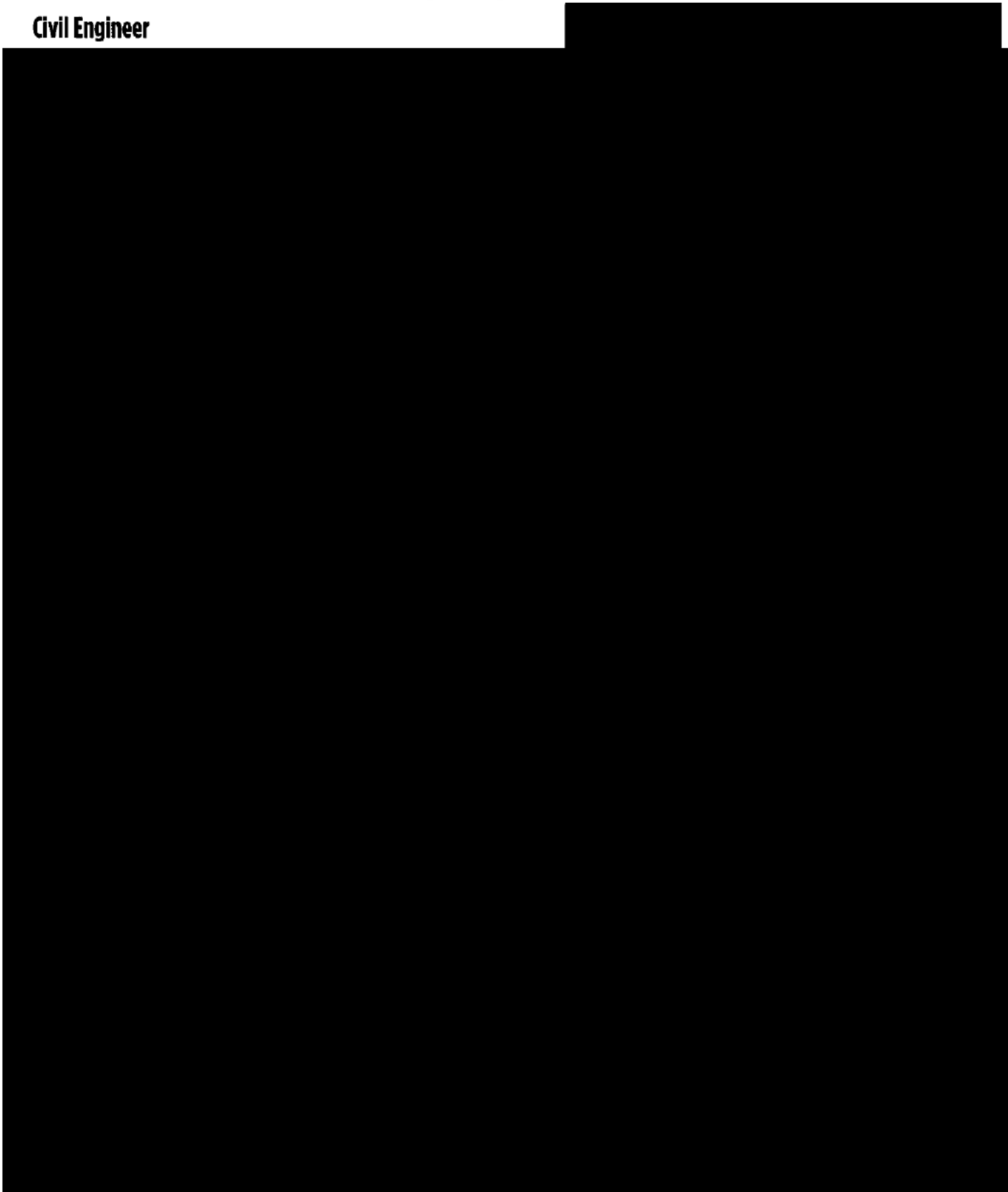
Classification: _____

Name: _____

Classification: _____

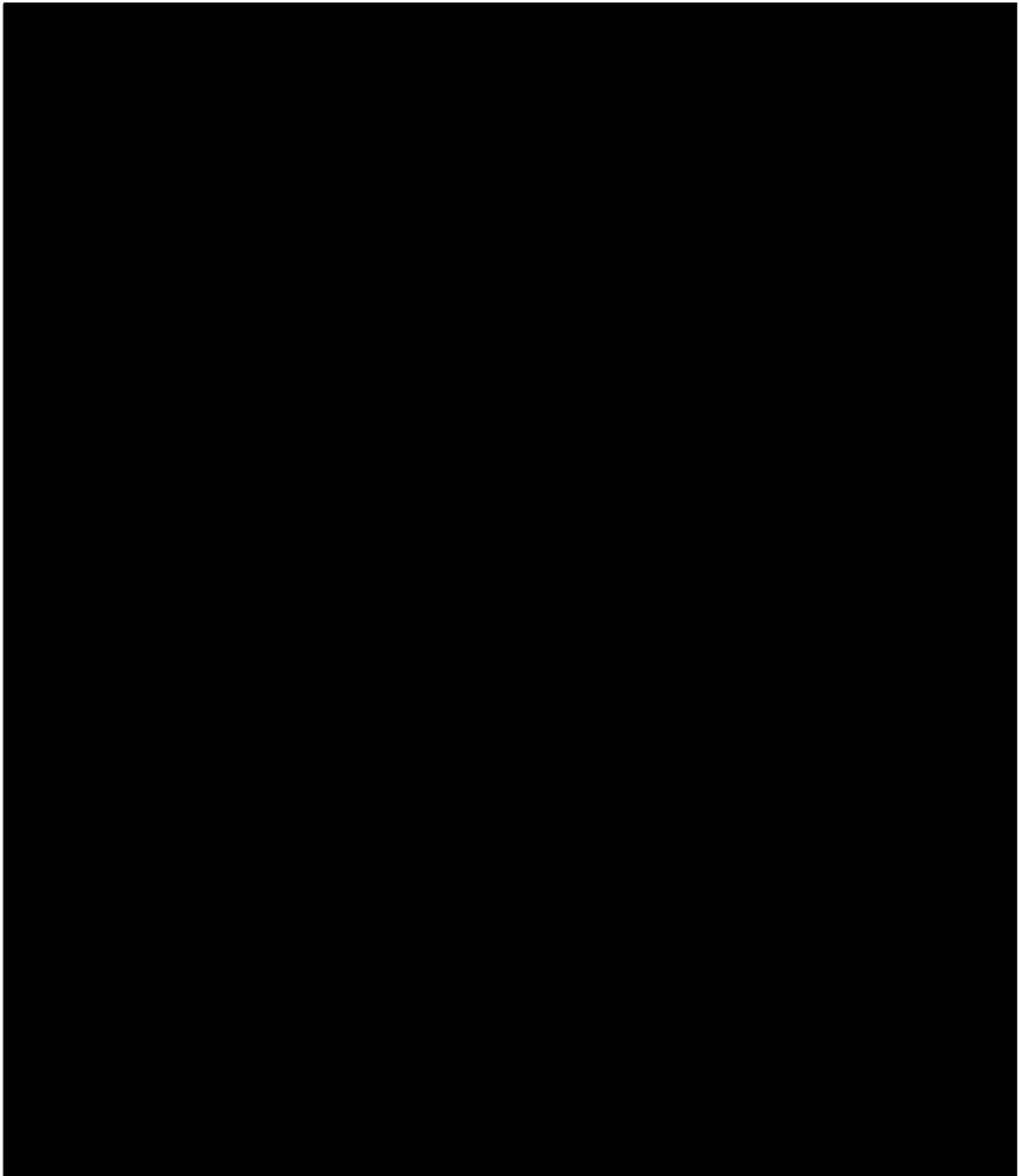
MATTHEW PAPIRNIK, PE, PTOE, ENV SP

Civil Engineer



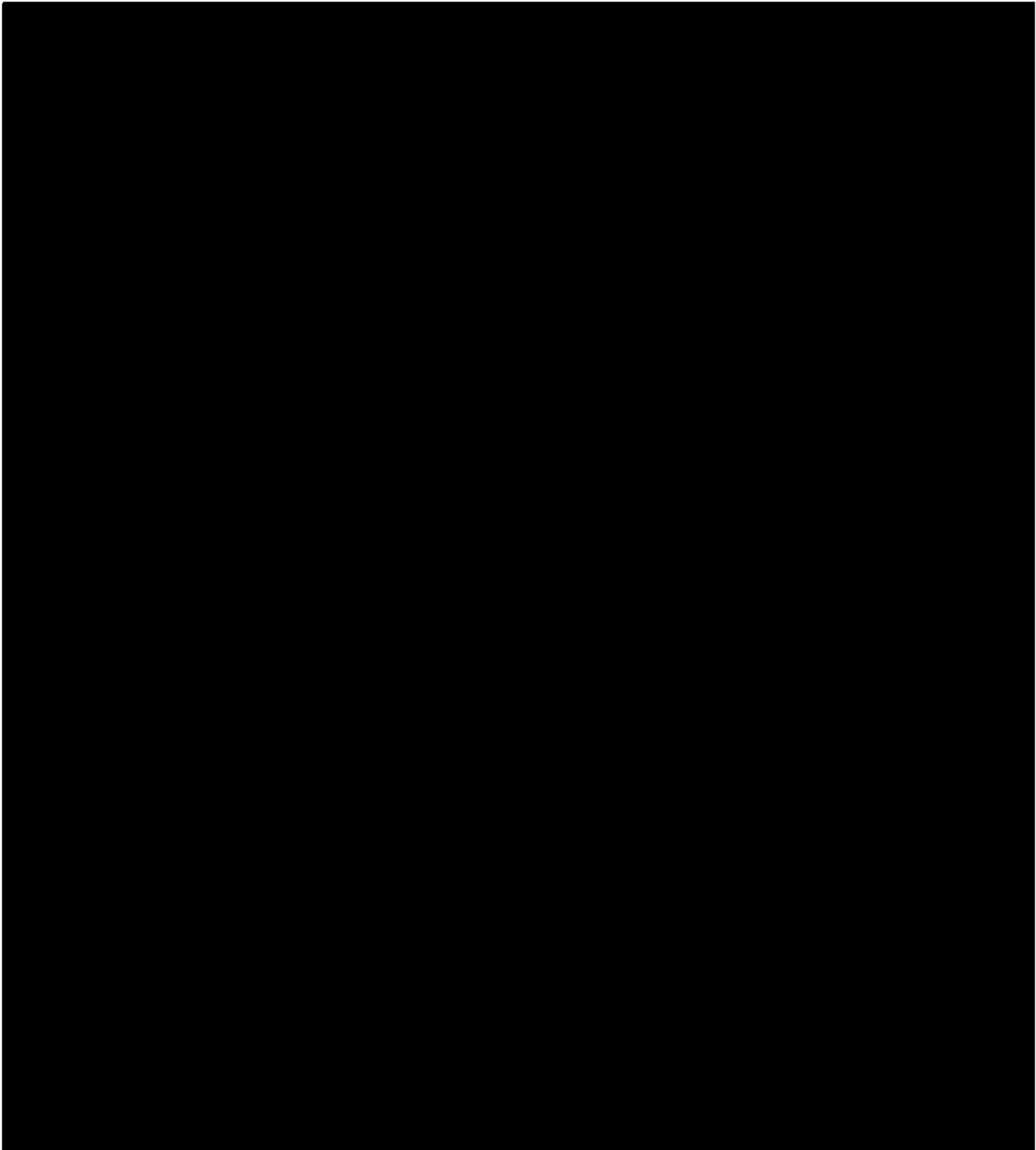
KEVIN EISENBEIS, PE, SE

Quality Management Program - Structures



KEVIN EISENBEIS, PE, SE

(continued)



APPENDIX TO EXHIBIT F

Contract No. I-17-4303

Burns & McDonnell Engineering Co., Inc.

SCOPE OF SERVICES

Each firm will be bound to the Tollway's Exhibit F Scope of Work as prepared by the Tollway. Each firm will perform only work they are qualified to perform to the professional Standard of Care level required by the Tollway. Work tasks will be assigned by the combined management team consisting of Bowman, Barrett & Associates Inc. and Christopher B. Burke Engineering, Ltd., as required to meet the expectations of the Tollway for this project.

Exhibit F

Scope of Work

**Tri-State Tollway, Roadway Reconstruction and Bridge Rehabilitation,
O'Hare Oasis (M.P. 37.8) to Balmoral Avenue (M.P. 40.0)**

Contract No. I-17-4303

Illinois State Toll Highway Authority

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I. PROJECT DESCRIPTION

This project is to prepare Phase II engineering services for the preparation of contract plans and specifications and project related permits for the proposed improvements including, but not limited to, reconstruction of the Tri-State Tollway (I-294) between O'Hare Oasis (M.P. 37.8) and Balmoral Avenue (M.P. 40.0).

The scope of proposed improvements includes roadway design, reconstructing / rehabilitation of bridges, retaining wall design, noise wall design, new drainage structures and modification of existing drainage system, erosion control for all construction zones, design of appropriate landscape and soil erosion/sedimentation control measures as necessary, pavement markings, delineators and signage, barrier warrant analysis and installation of guardrail, anchors and terminal, update roadway lighting, maintenance of traffic, protection and relocation of utilities, and other appurtenant and miscellaneous construction.

II. ITEMS OF WORK TO BE INCLUDED IN CONTRACT I-17-4303

The Design Section Engineer's (DSE) services under Contract I-17-4303 shall consist of Phase II engineering services for the above described project, together with the identification of potential utility conflicts as per the requirements of the Illinois Tollway Design Section Engineer Manual, as amended by the Illinois Tollway, and herein specified. The design criteria and policies, Standard Specifications, materials, and construction requirements of the Illinois State Toll Highway Authority shall apply to all portions of the improvement under Illinois Tollway jurisdiction. The design criteria and policies, materials, and construction requirements of the Illinois Department of Transportation shall apply outside the Illinois Tollway jurisdiction area.

This contract may develop construction packages as follows:

1. Mainline contracts from O'Hare Oasis to Balmoral Avenue.
2. An additional construction contract.

Master Plan and Advanced Engineering Studies (AES) has been performed by Illinois Tollway Contracts RR-14-4221, RR-14-4222, RR-14-4223 and RR-14-4224. The DSE will review the advanced engineering studies design geometry within the project limits and provide concept design plans for necessary refinements which will include the recommended horizontal geometry and vertical profile in accordance with the Illinois Tollway Design Section Engineer Manual, latest edition, as amended by the Illinois Tollway, and as otherwise noted below, which shall include, but not be limited to, the following:

A. CONCEPT DESIGN VERIFICATION REQUIREMENTS

The DSE will be responsible for reviewing the AES documents completed to date as referenced above and providing concept (30%) design deliverables as further defined herein.

The DSE review of AES documents prepared to date shall include, but not necessarily be limited to, the following:

1. Project scope
2. Project budget. The DSE shall review and validate the AES cost estimate and provide an updated concept (30%) level cost estimate based on recommendations from the AES verification.
3. Project schedule. The DSE shall confirm or provide a recommended construction schedule for proposed construction contract package(s) within the contract limits. The DSE shall coordinate with the DCM to ensure that schedules are supported and can be accommodated within the overall Tri-State Tollway Master Corridor Schedule.
4. Project concept review including geometrics, right-of-way requirements, materials, maintenance of traffic, drainage, number of construction contracts, design criteria, cost benefit analysis, alternatives analysis, and all other appurtenant and miscellaneous items.
5. Design Criteria Review. The DSE shall review the current Illinois Tollway Design Criteria and evaluate the impact of updating the concept submittal prepared to date to be in conformance with the current design criteria.
6. Design Deviations prepared to date. The DSE shall coordinate with the DCM and adjacent Tri-State Tollway DSE sections to confirm whether or not deviations are still required.
7. Review of corridor roadway lighting design concept by I-17-4308 DSE.
8. Evaluation of Roadside obstacles in accordance with the Illinois Tollway Traffic Barrier Guidelines, latest edition. The DSE will prepare a strip map which identifies all areas of concern and meet with the Illinois Tollway and DCM to confirm expected level of analysis to be performed as part of the Barrier Warrant Analysis for each contract.
9. Review of utility coordination and utility studies performed to date, perform a field review and submit Notice of Interference forms. The DSE is responsible for utility coordination in accordance with the Illinois Tollway DSE Manual.
10. Review of AES environmental documents to confirm potential issues related to wetlands, waterways, biological, cultural, noise, air, hazardous/special waste, pedestrian/bike accommodations, land use, zoning, etc. Review of ESA investigations and recommendations performed by others.
11. Review coordination with IDOT, FAA, regulatory, utility companies, and local agencies performed to date and confirm commitments and future required action including identification of agreements and municipal/county design issues. Coordinate installation of the FOC duct package system with the Tollway's Fiber Optic Management Vendor.
12. Review of available survey information furnished by the DCM and confirmation of completeness or need for additional information. DSE responsibilities with regard to Field Survey services outlined in Section III.

B. CONCEPT SUBMITTAL REQUIREMENTS

The DSE review of the AES referenced above shall include preparation and submittal of a Concept Design Review Technical Memorandum which includes items identified in II. A. above and includes the following:

1. The DSE shall confirm and concur with the following or provide recommendations for proceeding during preliminary and final design:
 - a) Scope of Work.
 - b) Construction Contract Schedules.
 - c) Right of Way Requirements.
 - d) Construction Contract Packaging.
 - e) Advanced Engineering Studies Environmental Commitments.
2. Operating budget impact analysis (impact to Illinois Tollway Maintenance, Illinois Tollway Traffic Operations, Illinois Tollway Business Systems).
3. Identification of signing requirements and coordination of needs with the Illinois Tollway Sign Shop through the Design Corridor Manager (DCM).
4. Review of the AES design documents prepared to date including submittal of a technical memorandum detailing findings and providing recommendations for advancement to preliminary (60%) design.
5. A visual pavement condition survey of existing roadways within the limits of the proposed improvements.
6. Review and validate the Maintenance of Traffic AES Plan.
7. Update and submit right of way and utility requirements for each construction contract. The right of way requirements shall be submitted on plan drawings and shall include all permanent right of way and permanent and temporary easements the DSE deems as being required for construction of the proposed improvements. Identify ROW parcels to be acquired that affect utility relocations and establish priorities for acquisition.
8. Provide a construction contract packaging schematic and concept level design and construction schedule for contracts for which the DSE is responsible.
9. Prepare Signing Strip Maps by construction contract which are applicable to interim phases of construction and operation of independent tollable segments of roadways.
10. The DSE will review drainage concepts as necessary and any updated concepts completed since that date. The DSE will confirm the nature of the required improvements, the intent of the proposed design and verify compliance with the established design criteria.
11. Review and validate Aesthetics recommendations.
12. The DSE will prepare exhibits and renderings as needed to assist with public outreach.

In addition, the DSE shall perform the following during this phase:

1. Coordination of any additional right of way requirements through the DCM. The DSE shall be responsible for ensuring that right of way acquisition activities are consistent with contract schedules.
2. Coordinate installation of the FOC duct package system with the Tollway's Fiber Optic Management Vendor.
3. Identify any additional required design deviations. When a design deviation is sought, the DSE will start a Request For Design Deviation to Criteria (F4000.05). If agreed upon the form will be completely filled out and signed by all parties listed for signature.
4. The DSE shall review utility coordination performed to date, verify potential conflicts for the project through concept design and complete Notification of Interference forms for all anticipated utility interferences.
5. The DCM will prepare a comprehensive inventory of agreements for the overall project including railroad agreements. The DCM will be responsible for securing railroad agreements with technical support from the

DSE. The DSE will review and confirm the overall agreements inventory as identified by the DCM and support the DCM in securing other required agreements in conformance with the established schedule, including preparation of agreements not being prepared by the DCM (see Table B).

6. The DCM will coordinate system-wide design implementation. The DSE will incorporate site specific design services provided by others as specified in the Illinois Tollway DSE Manual, amended by the Project-wide All Electronic Tolling and Intelligent Transportation Systems Design Criteria document, latest version.
7. Permitting requirements, potential utility conflicts, and required railroad, intergovernmental and utility agreements shall be identified.
8. The DSE will prepare Bridge Type Studies and Retaining Wall Type Studies during this phase of the work. Upon approval of these recommendations Type, Size, and Location Drawings for bridges, retaining walls, and culverts will be prepared. An updated proposed profile will be prepared by the DSE reflecting proposed refinements resulting from structural recommendations (TS&Ls) and through coordination with the adjacent DSEs are necessary.
9. Structural Geotechnical Reports (SGR) for proposed structures in accordance with the Illinois Tollway Geotechnical Manual, latest edition, as amended by the Illinois Tollway.
10. Concept Plan Legacy Comment Review. The DSE shall review unresolved comments received pertaining to the Concept Design Plans from involved agencies. Comments applicable to Contract I-17-4303 shall be compiled and presented in the technical memorandum.
11. Review of corridor roadway lighting design concept by I-17-4308 DSE.
12. Evaluation of Roadside obstacles in accordance with the Illinois Tollway Traffic Barrier Guidelines, latest edition. The DSE will prepare a strip map which identifies all areas of concern and meet with the Illinois Tollway and DCM to confirm expected level of analysis to be performed as part of the Barrier Warrant Analysis for each contract.

C. PRELIMINARY AND FINAL DESIGN ENGINEERING

1. ROADWAY REQUIREMENTS

- a. Utilize existing aerial mapping, including contours for developing exhibits, right-of-way analysis, etc.
- b. Identify utility impacts on construction, right-of-way, costs, and project schedule. Supplemental SUE services shall be performed by the I-17-4303 DSE.
- c. Identify and establish priority of right-of-way parcel acquisition needed for utility relocation and advance work needs within the project limits.
- d. Conduct supplementary survey as required.
- e. Develop maintenance of traffic and construction staging options for each alternative and corresponding progress schedules. The maintenance of traffic shall be submitted to agencies having jurisdiction over proposed roadways included in the plan for review prior to advancement of subsequent phases of design. The plan shall also be coordinated with adjacent design sections.

2. DESIGN AND PLAN PREPARATION – DETAILED REQUIREMENTS

During this phase, the DSE shall perform designs and prepare contract plans and documents for implementation of the project improvements, to include, but not be limited to, the following:

- a. Design services for preparing contract plans, special provisions and estimates for the Tri-State Tollway (I-294) Roadway Reconstruction between O'Hare Oasis to Balmoral Avenue.
- b. Performing Bridge Type Studies for new bridges proposed to be constructed. The use of Accelerated Bridge Construction (ABC) techniques will be considered as part of the studies.
- c. Perform Type, Size, and Location (TS&L) drawings for new bridge and retaining wall construction.
- d. Performing Wall Type Studies for new retaining wall design construction.
- e. Perform design services for noise walls.
- f. Performing analyses for new drainage structure installation and modification of the existing drainage system.
- g. Provide design of sediment and erosion control for all construction zones.
- h. Provide design of appropriate landscape and soil erosion/sedimentation control measures as necessary in accordance with the Illinois Tollway Environmental Studies manual.
- i. Design services for preparing contract plans and special provisions for installation of pavement markings, delineators, and signage for the contract limits.
- j. Provide barrier warrant analyses for all necessary locations and installation of guardrail, anchors and terminals to conform to the current AASHTO Guidelines and Illinois Tollway criteria.
- k. ITS/Fiber/AET Scope. The scope anticipated to be included as part of the construction contract(s) to be limited to the installation of IPDC foundations, ITS Gantry and DMS foundations, and the underground backbone duct package along the roadway corridor which will contain power and fiber optic cable installed under separate contract(s). ITS device design shall be performed under separate contracts. The I-17-4303 DSE will be required to coordinate with the DCM and I-17-4307 DSE for Advance ITS and Fiber Relocation to ensure operational and communication requirements are fulfilled for each stage of MOT. The I-17-4303 DSE shall be required to coordinate with the DCM and I-17-4308 DSE to ensure that final ITS device design is in conformance with the corridor requirements, and all assets are properly transferred between contracts.
- l. Electrical design services for updating existing roadway and underpass lighting and installing new roadway and underpass lighting as required by the Illinois Tollway Lighting Standards, design criteria, and corridor roadway lighting master plan. Coordinate with the DCM and I-17-4308 DSE for the corridor roadway lighting master plan. The I-17-4303 DSE will design temporary lighting, provide for the maintenance of existing/temporary lighting, and will determine the actual locations of, and prepare contract plans, special provisions, and estimates for the temporary and final roadway and underpass lighting.
- m. Perform detailed design for all overhead, cantilever, and ground mounted sign structures within the contract limits.
- n. Provide maintenance of traffic plans including those for impacts to local facilities.

- o. Utility coordination for protection and / or relocation of utilities.
- p. Provide assistance to and backup materials for the preparation of all required permits by the DCM.
- q. Perform geotechnical studies.
- r. Prepare all required permits.
- s. Perform INVEST planning and design evaluations.
- t. Perform environmental studies. Phase I Environmental Site Assessments (ESAs) were prepared by others. These shall be reviewed for content and Phase II Environmental Site Assessments are to be prepared including environmental borings and analysis. The DSE will further prepare all designs required for remediation recommendations resulting from the ESA and Remedial Action Plan (RAP).
- u. Coordination with the Illinois Tollway and DCM with regard to environmental issues including, but not limited to USACE, IEPA, NPDES, IDNR-OWR. The following tasks have been or will be completed and will be provided to the DSE: Biological Resource Review, Wetland Delineation, Cultural Resource investigation, Stream/Water Quality Investigation, tree transect survey, Special Waste Assessment, and Traffic Noise Analysis. The DSE will be responsible for performing detailed tree classification surveys. The DCM will prepare a comprehensive inventory of required permits for the overall Tri-State Tollway (I-294) project, secure select permits and approvals (including FAA approval and corridor-wide 404/401 permits), and support coordination of other required permits to be secured by the DSE. See Table B for information regarding permitting responsibilities. Required permit submittals for the project include, but are not limited to: approval from Federal Aviation Administration; permits from the U.S. Army Corps of Engineers, Illinois Environmental Protection Agency, Illinois Department of Natural Resources, U.S. Fish and Wildlife, Metropolitan Water Reclamation District, IDOT, Local Agencies, Local Soil and Water Conservation Districts, Local Forest Preserve Districts, Railroads, etc. The DSE will review and confirm the overall permits inventory as identified by the DCM. The DSE will support the DCM in securing other required construction permits in conformance with the established schedule, including preparation of permits not being prepared by the DCM. The DSE will be required to furnish plans, calculations, etc. as required for permit submittals. The DSE shall coordinate permit requirements with the DCM throughout the design phase. The DSE shall be responsible for ensuring that permit submittals and approvals are consistent with contract schedules.
- v. All other appurtenant and miscellaneous items. The following structures are included in this project:
 - Culvert 394C: Sister Stream: One mainline structure
 - Bridges 393/394: Irving Park Rd.: Two mainline structures
 - Bridge 394A: Irving Park Rd Ramp A: One ramp structure
 - Culvert 393C: Crystal Creek: One mainline structure
 - Bridges 389/390: Lawrence Avenue: Two mainline structures
 - Bridges 391/392: Soo Line Railroad: Two mainline structures
 - Bridge 363: Balmoral Ave.: One crossroad structure
- w. All other appurtenant and miscellaneous items.
- x. Following submittal of the Preliminary design plans, the Designer will participate in a Value Management Study. The VMS will be conducted by the DCM following preliminary submittal. The Designer will prepare exhibits, have key staff participate in the VMS, review the VMS finding, prepare

responses and dispositions for all findings, and implement into their design any recommended findings which are accepted by the Tollway.

- y. The DSE will include a review of the following contracts prepared by others to confirm that the design is compatible with that of the I-17-4303 design section:
 - i. Tri-State Tollway Roadway Reconstruction Contract I-17-4302

3. FINAL DESIGN SERVICES AND SUBMITTALS REQUIRED

Preparation of preliminary, pre-final, and final contract documents, special provisions, design and quantity calculations, and construction schedule to be reviewed by the Illinois Tollway.

1. The DSE must have MicroStation capabilities. All final documents shall be submitted in hard copy and electronic format and follow the Illinois Tollway CADD STANDARDS Manual.
2. The DSE shall coordinate and incorporate all requirements of other design contracts impacting this project, if any. The DSE shall meet with other DSE's and the DCM as often as required to ensure the final contract documents of all contracts relating to the limits are coordinated.
3. The DSE shall be responsible for coordinating designs with the DCM and the Illinois Tollway User Departments, including but not limited to, Toll Services, Traffic Operations, and Maintenance and Business Systems.
4. Maintenance of traffic and construction staging.
5. The DSE will be responsible for preparing and coordinating construction cost estimates with the DCM and the Illinois Tollway in accordance with the Illinois Tollway DSE Manual. The DSE is responsible for tracking the scope and cost estimate for construction contracts and coordinating changes with the DCM and the Illinois Tollway throughout the design phase. Final construction cost estimates will be developed by the DSE.
6. If required, preparation of plats of acquisition and associated legal descriptions.
7. All other submittals as required in the Illinois Tollway DSE Manual.
8. The DSE shall utilize the new Illinois Tollway stationing. Stationing of existing appurtenances shall be approximated from existing stationing and digital ortho imagery information.
9. Coordinate with the Illinois Tollway Project Manager and DCM on sending individual letters to municipal, township, county, and railroad officials with jurisdictional boundaries adjacent to the study area. Allow interested officials to review concepts under the Illinois Tollway consideration and comment on community issues of concern or support.
10. Coordinate with the Illinois Tollway Project Manager, the DCM, and the Illinois Tollway Planning Division on meeting with individual property owners, neighborhood groups, and their local officials as required to address their questions or concerns regarding indirect project impacts.
11. Submit DSE Quality Management Plan within 14 days of Notice to Proceed.
12. The DSE is responsible for submittal of documents required during contract advertisement and as required for contract addenda in accordance with the Illinois Tollway DSE Manual. The DSE shall coordinate with the DCM and Illinois Tollway as necessary.

13. Provide required information to support the Illinois Tollway's coordination activities with the Tri-State Tollway (I-294) Local Advisory Committee.

D. STRUCTURAL CONSTRUCTION

1. Perform cursory inspection of structures that are to be rehabilitated to provide repair recommendation verification to supplement the Bridge Condition Report.
2. The DSE will prepare Bridge Type Studies for new bridges proposed to be constructed.
3. The DSE will prepare Wall Type Studies for new retaining walls proposed to be constructed.
4. The DSE will prepare Type, Size, and Location plans for proposed bridges (see Table A), retaining walls and culverts as required within the project limits.
5. The DSE will prepare contract plans and specifications for proposed bridges (see Table A), retaining walls, and culverts as required within the project limits.
6. The DSE will prepare contract plans, special provisions and estimates for IPDC foundations and ITS Gantry and DMS Foundations within the project limits.

E. DRAINAGE

1. The existing drainage facilities as represented in the concept plans and available Tri-State Tollway (I-294) as-built plans will be reviewed by the DSE to determine level of completeness and to identify potential additional drainage survey requirements. The DSE shall inspect existing storm drainage pipes to remain for condition assessment.
2. Drainage calculations including culvert and storm sewer sizing will be provided by the DSE.
3. Analysis of alternatives for the proposed drainage system will be required by the DSE. Anticipated alternatives include the staging of the proposed drainage improvements, detention alternatives, and best management practices as applicable. The prior drainage calculation reports from the concept plans and Tri- State Tollway (I-294) reconstruction will be provided for starting background.
4. The proposed right- of-way and easement requirements will be evaluated to accommodate the proposed drainage design.

F. ENVIRONMENTAL STUDIES AND REPORTS

1. Determine and evaluate potential environmental impacts. Precautions should be taken to limit wetland impacts to those presented in the Section 404 permit application submitted by the DCM and which was the basis for the USACE Section 404/IEPA Section 401 water quality certification authorizations issued for the Tri-State Tollway (I-294) project. The DSE shall coordinate immediately with the DCM if design changes result in an increase in impacts as coordination with regulatory resource agencies would be required.
2. Completion of Part II Environmental Studies Inventory Sheet (ESIS). Part I was evaluated during the Master Plan Phase. Therefore only Part II shall be submitted with preliminary plans.
3. Evaluate and develop sediment and erosion control plans/measures if necessary.

4. Preparation of plans as required for USACE review of resource impacts and shall include appropriate details including grading plans, soil erosion and sediment control plans, Best Management Practices plans, existing and proposed drainage plans, and wetland/waters mitigation plans.
5. Prepare Phase II ESA in accordance with the Illinois Tollway Environmental Studies Manual, latest edition, and ASTM E1903 Standard Practice for Environmental Site Assessments, Phase II as applicable. Prepare a Remedial Action Plan in accordance with the aforementioned criteria as applicable and in accordance with IEPA requirements for Site Remediation Programs. Prepare a Remedial Action Plan (RAP) in accordance with the aforementioned criteria as applicable and in accordance with IEPA requirements for Site Remediation Programs.

G. MAINTENANCE OF TRAFFIC

The DSE shall prepare Maintenance of Traffic deliverables in accordance with the Illinois Tollway Design Section Engineer Manual, latest edition, as amended by the Illinois Tollway. The maintenance of traffic plans and studies shall provide for protection and maintenance of the Illinois Tollway and crossroad traffic, and maintenance of toll operations during construction. The DCM shall coordinate traffic staging and maintenance of traffic for the corridor with the individual DSEs for the project. The coordination shall include ensuring that regional impacts are minimized and to ensure that traffic is maintained during construction. Contract completion dates shall be coordinated between design contracts. The existing number of traffic lanes shall be maintained on the mainline in each direction on the Tri-State Tollway (I-294) between O'Hare Oasis (M.P. 37.8) to Balmoral Avenue (M.P. 40.0) during peak hours.

H. UTILITIES

1. The DSE shall coordinate with utility companies and with the DCM throughout the design phase. The DSE shall be responsible for ensuring that utility relocation activities are consistent with contract schedules.
2. The DSE will be required to provide a copy of the agency utility contact log on a monthly basis.
3. Verify location of existing communications cables and utilities with respect to the proposed improvements.
4. All utilities coordination shall be performed in accordance with the Illinois Tollway DSE Manual, specifically with requirements of Subsection 4.5.18 and Section 6.

I. GEOTECHNICAL

1. For the bridges, retaining walls, noise walls, culverts, sign structure, IPDC, ITS Gantry and lighting foundations, the DSE will select proposed boring locations for approval by the Illinois Tollway. The DSE shall review the borings obtained in Phase I. The DSE will provide a boring map to the DCM. If required, the DSE will be responsible for providing information to the DCM as required for obtaining right of entry and permits to perform any subsurface exploration.
2. The DSE will provide subsurface exploration, utility checks, laboratory testing, and a Soil survey report. If required, pavement corings will be taken at locations

selected by the DSE to gather information for the pavement design. The pavement design for local system roadways will be provided by the agency having jurisdiction of the roadways and the Illinois Tollway will determine mainline and ramp pavement section designs for toll roadway pavements. The DCM will provide applicable agencies and the Illinois Tollway with information necessary for designing pavement sections.

3. The DSE will prepare Structural Geotechnical Reports (SGR) that summarizes the exploration and studies described above. The SGR will follow the Illinois Tollway SGR procedure. The SGR contains geotechnical recommendations related to bridge foundations, retaining wall foundations, slope walls, side slopes, pavement, sign structure, ITS Gantry, lighting foundations, and traffic signal foundations.

III. DESIGN SECTION ENGINEER'S (DSE's) SERVICES

A. EXECUTION OF ENGINEERING SERVICES

1. The DSE shall furnish services in accordance with the articles contained in the Illinois Tollway DSE Manual and all applicable Illinois Tollway Criteria, Manuals, and Bulletins.

B. FIELD SURVEY

1. The DCM will provide available survey information to the DSE. The DCM will establish a centerline and benchmarks for subsequent use by the DSE for the Tri-State Tollway (I-294) between O'Hare Oasis (M.P. 37.8) to Balmoral Avenue (M.P. 40.0). The DSE will review the survey information and coordinate discrepancies with the DCM. Additional benchmarks will be provided by the DSE as necessary.
2. The DSE shall perform all additional survey work necessary for the design of the project in accordance with the appropriate sections of the Illinois Tollway DSE Manual, or as required for compliance with governing design criteria to provide a complete and acceptable design.
3. Maximum use shall be made of the Illinois Tollway's record drawings and Phase I Engineering documents; however, it is the Design Section Engineer's responsibility to verify all topography in the field.
4. The DSE shall obtain adequate survey information for determining barrier warrant analysis, etc. including approach shoulder drainage and appurtenances.
5. The DSE shall utilize the Illinois Tollway's record drawings and verify features in the field and utilize stationing on drawings only as a reference for the location of the structures. It is not the intent for the DSE to re-establish stationing in the field.
6. All coordination with Agencies, including but not limited to the U.S. Army Corps of Engineers, the Illinois Department of Natural Resources, the Illinois Environmental Protection Agency, the Office of Water Resources, and the Illinois Department of Transportation shall be conducted through Illinois Tollway and DCM. The DSE will be expected to assemble information and documents necessary for Illinois Tollway to perform such coordination.

7. All coordination with railroads shall be conducted through the DCM and per the Illinois Tollway DSE Manual.

C. PLATS AND LEGALS

1. This contract is anticipated to require up to 25 separate property acquisitions. DSE to prepare plat and legal description documents associated with each Plat of Acquisition (POA) as well as coordinate and provide assistance to the Tollway Land Acquisition Unit as needed to complete each required acquisition. Documents shall be prepared in a timely manner so to not impede the Tollway property acquisition schedule.

IV. ITEMS TO BE FURNISHED TO THE DESIGN SECTION ENGINEER

In addition to the items to be provided as described in the DSE's Manual, the following will be supplied:

1. Items identified in Section II.
2. It shall be the responsibility of the DSE to select the applicable reduced record drawings from the Illinois Tollway's website at www.illinoisvirtualltollway.com.
3. Available inspection reports from current jurisdictional agencies for facilities within the project limits.
4. The Illinois Tollway's biennial structural inspection report of the bridges within the project limits.
5. Digital Ortho-Imagery, contours, horizontal and vertical survey control, and center line of the project limits.
6. Copies of Illinois Tollway Standard Specifications, Standard Drawings, and Illinois Tollway Design Manual can be obtained from the Illinois Tollway's website at www.illinoistollway.com.
7. Copy of Illinois Tollway Railroad and utility agreements (as required).
8. Copy of Bridge Condition Reports (as required).
9. Maintenance Section Reports.
10. General Engineering Consultant's Special Issue Log.

Contract No. I-17-4303
Tri-State Tollway, Roadway Reconstruction and Bridge Rehabilitation,
O'Hare Oasis (M.P. 37.8) to Balmoral Avenue (M.P. 40.0)

SCHEDULE

1.	Scoping Meeting	7/25/2017
2.	Design Scope Submittal	8/11/2017
3.	Design Scope Approval	9/6/2017
4.	Notice to Proceed	11/9/2017
5.	Project Kick-Off Meeting	11/20/2017
6.	Concept Submittal	3/2018
7.	Preliminary Submittal	10/2018
8.	Pre-final Submittal	4/2019
9.	Final Submittal	TBD
10.	Advertise	TBD
11.	Bid Opening	TBD
12.	Board Award	TBD
13.	Construction Start Date	TBD

^aDesign for this project is scheduled to begin in 2017. Construction of this project is not scheduled. Listed dates are subject to change and correspond to the advertisement date and construction start dates for the earliest roadway contract. The intent of is to advance the design to enable the Illinois Tollway to proceed to construction in advance of the above listed dates if possible and practical in coordination with the DCM and overall Tri-State Tollway Master Corridor Schedule and program priorities.

**TABLE A:
BRIDGES LOCATED WITHIN THE PROJECT LIMITS**

**Contract No. I-17-4303
Tri-State Tollway (I-294), Roadway Reconstruction and Bridge Rehabilitation,
O'Hare Oasis (M.P. 37.8) to Balmoral Avenue (M.P. 40.0)**

Bridge #	Traffic Direction	Mile Post	Location	Tollway Over (O) Under (U)	Type of Bridge ¹	Maintenance**
394C	NB	38.10	Sister Stream: One mainline structure	O	Culvert	A
393/394	NB/SB	38.30	Irving Park Rd.: Two mainline structures	O		C
394A	NB	38.30	Irving Park Rd Ramp A: One ramp structure	O		A
393C	NB/SB	38.40	Crystal Creek: One mainline structure	O	Culvert	A
389/390	NB/SB	39.00	Lawrence Avenue: Two mainline structures	O		A
391/392	NB/SB	39.30	Soo Line Railroad: Two mainline structures	O		A
363	EW	39.82	Balmoral Ave.: One crossroad structure	U		B

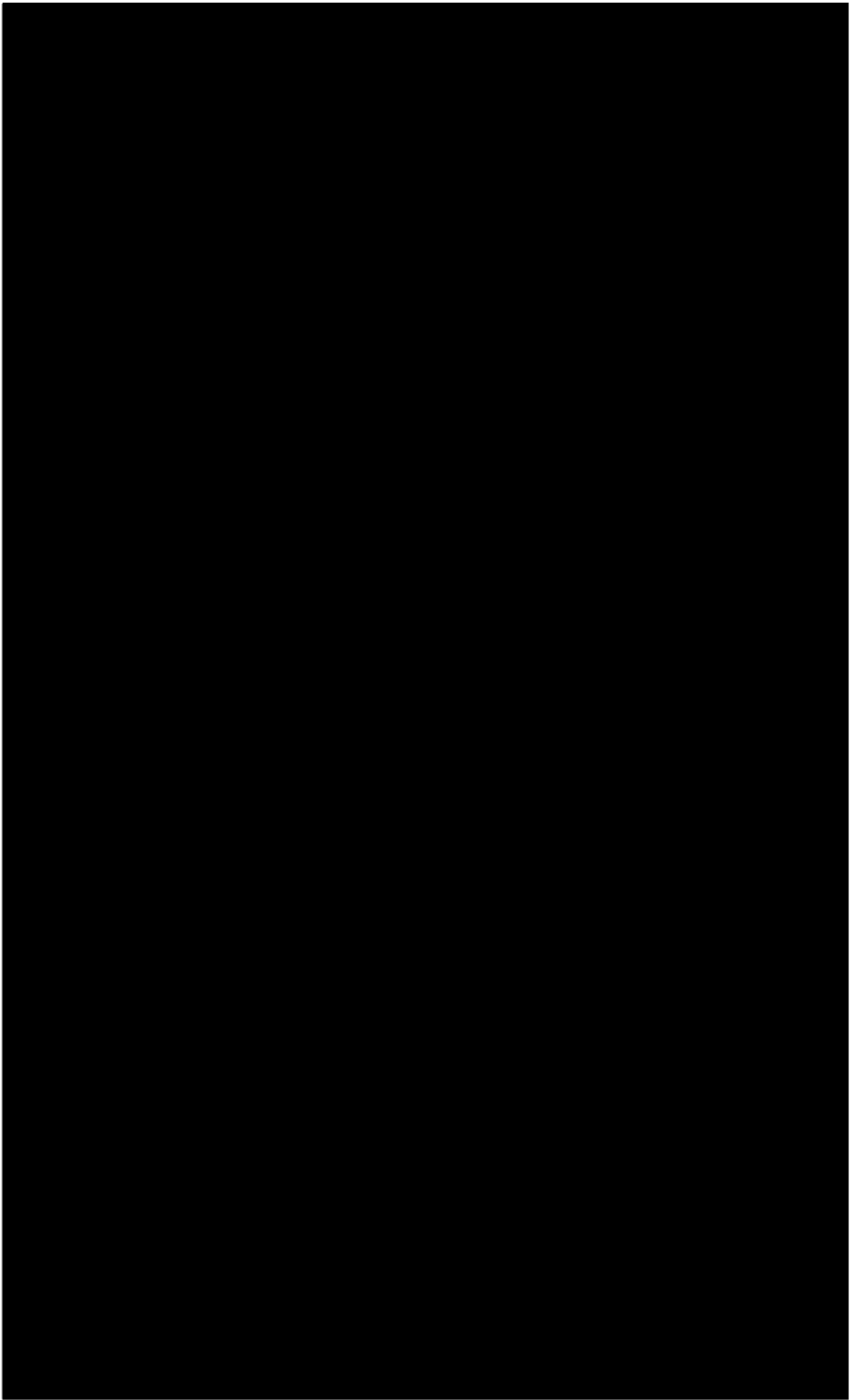
** A Type – Illinois Tollway has complete maintenance responsibility.

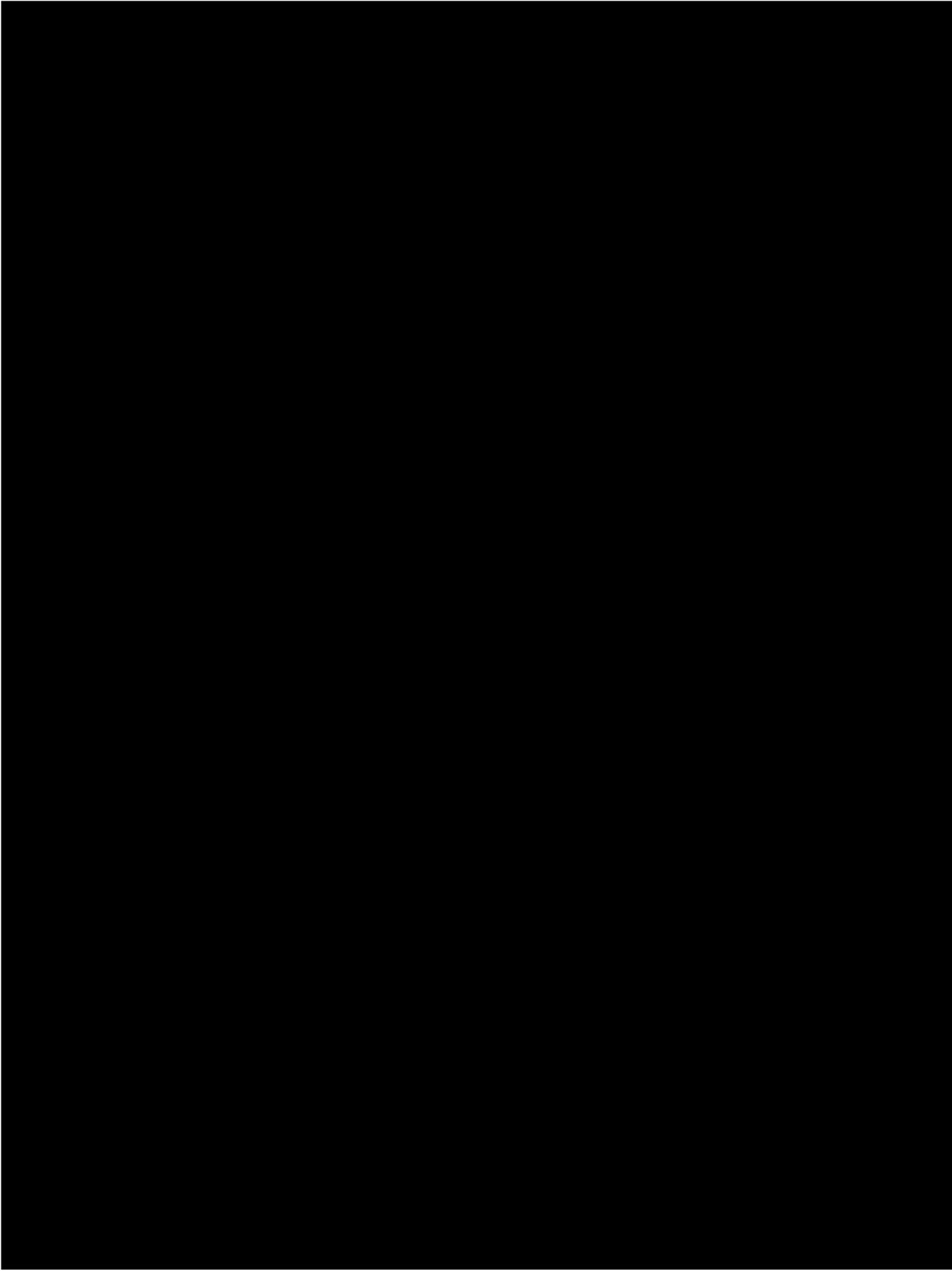
** B Type – Illinois Tollway has partial maintenance responsibility.

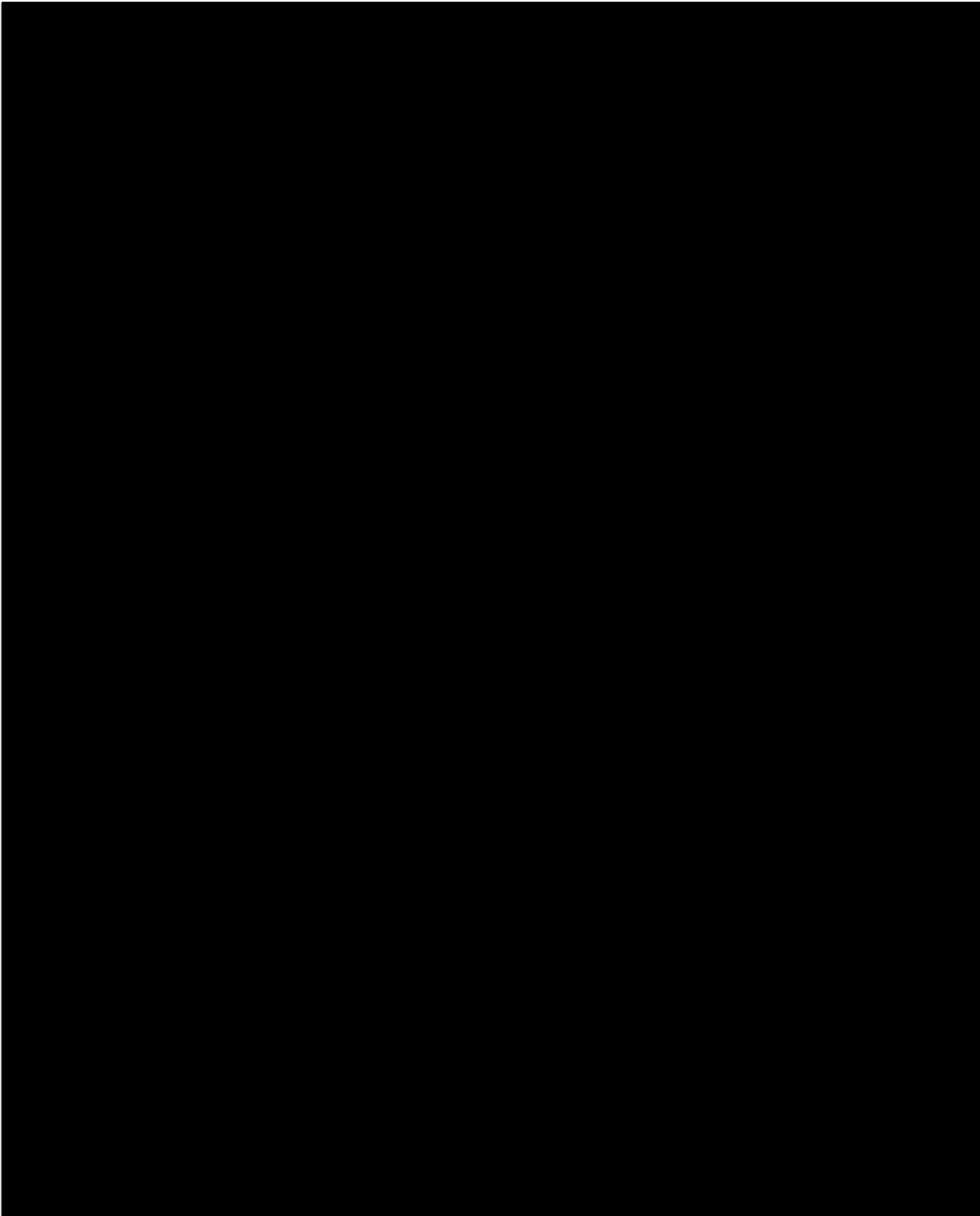
** C Type – Illinois Tollway has complete or partial maintenance responsibility.

¹ Bridge type and span arrangements subject to confirmation by the DSE through Type, Size and Location studies.

**TABLE B:
TRI-STATE TOLLWAY (I-294) PERMITTING AND
AGREEMENTS RESPONSIBILITY MATRIX**







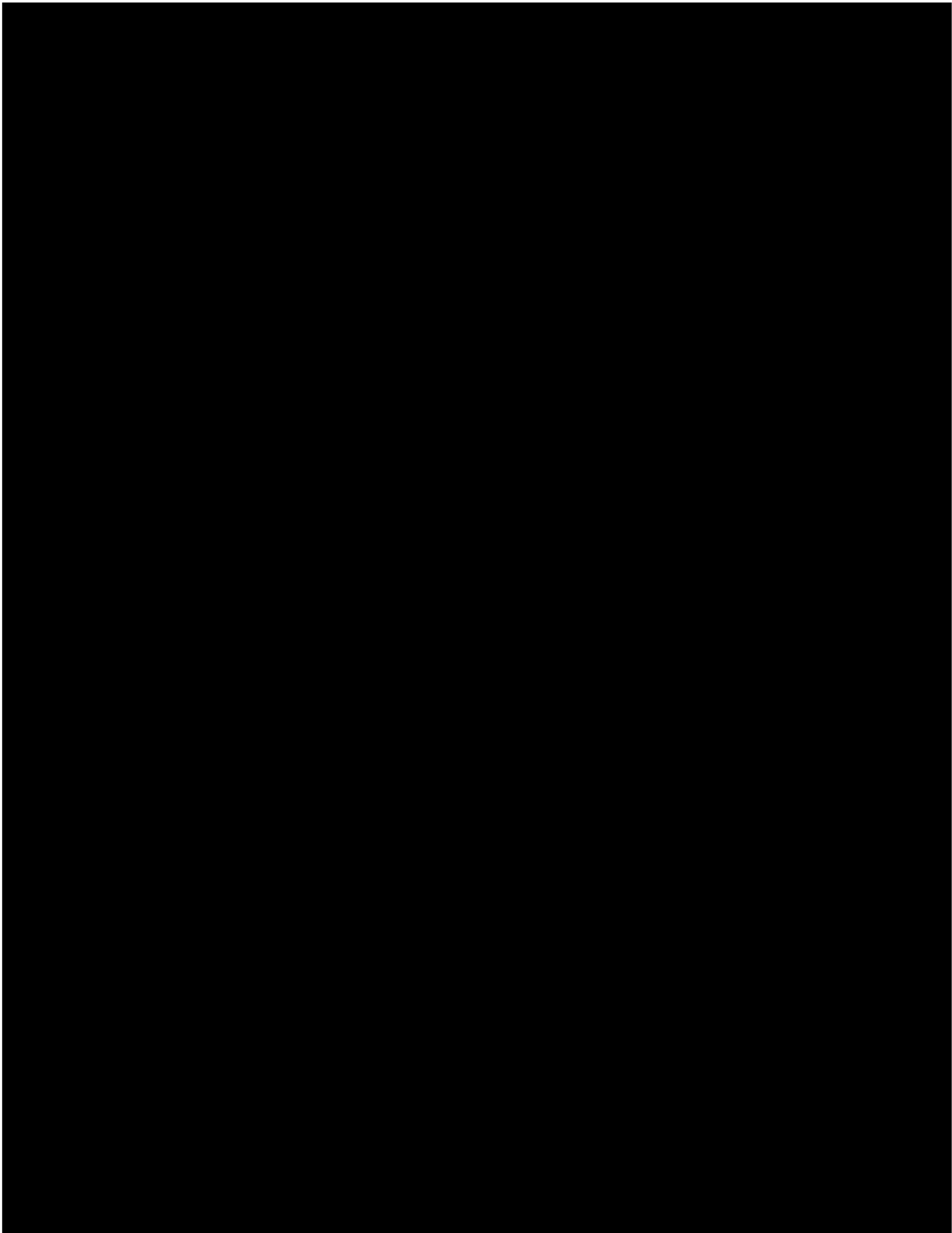


EXHIBIT G

Contract No. I-17-4303

Burns & McDonnell Engineering Co., Inc.
CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
KANKAKEE	AASF/RC COMMISSIONING	\$221,514.00	\$30,460.00	12/31/2017
US 14 - 167/07	Construction Inspection for US 14 W. Lake Shore Drive to Lucas Rd. & Lucas Rd. to Crystal Lake Ave. & at Ridgfield Rd.	\$5,190,189.39	\$1,464,509.62	10/31/2017
Various Projects - 169/10	Phase I & Environmental Studies in District One	\$1,800,000.00	\$300,000.00	12/31/2017
Various - 173/06	Phase I in District One	\$1,800,000.00	\$1,300,000.00	12/31/2019
Various - 175/017	Phase I or II in District Two	\$850,000.00	\$450,000.00	12/31/2019
I-280 - 179/011	Phase I and II on I-280 over Mississippi River	\$417,662.18	\$380,000.00	5/31/2019
Monroe Street Bridge - 183/05	Construction Inspection for I-90 at I-290/Congress Pkwy Monroe Street Bridge	\$2,704,539.32	\$2,704,539.32	12/31/2018
I-80 from IL 53 to Rowell Ave - 184/04	Teamin with Stantec - Construction Inspection of I-80 fro IL 53 to Rowell Ave	TBD	TBD	1/31/2019
I-90 Elgin - I-12-4049	CM & CCM Recon and Widening on I-90 MP 17.4 to MP 53.8, and MP 45.5 to MP 53.8	\$16,915,000.00	\$82,068.31	12/31/2017
I-90 East of Oakton St. to East of Lee Street - I-14-4186	CM Services for Roadway, Retaining Wall and Bridge Recon and Widening on I-90 MP 73.3 to 76.6	\$15,000,000.00	\$2,711,935.11	6/30/2018
I-88 CM Annie Glidden Road to IL 56	CM Services teaming with d'Escoto, Inc.	TBD	TBD	9/30/2019
Elgin O'Hare Western Access, Pratt Boulevard to Touhy Avenue I-17-4678	Design Section Engineering Services	TBD	TBD	9/30/2017

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

<p>1</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ _____</p>	<p>6</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs \$ _____</p> <p>Services by Others \$ _____</p> <p>Additional Services ** \$ _____</p> <p>Total this Subconsultant (ULC) \$ _____</p>
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** 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-G must be submitted for each subconsultant listed below. If a subconsultant requires "Services by Others", they must include Exhibit H and attach Exhibits A-G for second tier subconsultants.

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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** 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-17-4303

Proposal Date: 10/10/2017

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-17-4303

Consultant: Orion Engineers, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017											TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov		Dec
AES Verification Phase II												30	30
Meetings/Coordination/Admin												5	5
TOTALS												35	35

Contract Number: I-17-4303

Consultant:

Orion Engineers, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
AES Verification	30	30	30											90
Phase II Admin	3	3	42	42	42	42	42	42	42	42	42	42	42	420
			3	3	3	3	3	3	3	3	3	3	3	36
TOTALS	33	33	75	45	45	45	45	45	45	45	45	45	45	546

Contract Number: I-17-4303 Consultant: Orion Engineers, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Phase II		7		7		7		7		7		7		7	42
Meetings/Coordination/ Admin		1		1		1		1		1		1		1	6
TOTALS		8		8		8		8		8		8		8	48

Contract Number: I-17-4303 Consultant: Orion Engineers, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Phase II		7		7		7		7		7		7		7	42
Meetings/Coordination/ Admin		1		1		1		1		1		1		1	6
TOTALS		8		8		8		8		8		8		8	48

Contract Number: I-17-4303

Consultant: Orion Engineers, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2022												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Phase II	5	5	5	5	5	5	5	5	5	5	2		52
Meetings/Coordination/ Admin	2	1	1	1	1	1	1	1	1	1	1		12
TOTALS	7	6	6	6	6	6	6	6	6	6	3	6	64

Contract No.: I-17-4303 Consultant: Orion Engineers, LLC

Date: 10/10/2017

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 60 No. OF MONTHS
 SCHEDULED START DATE: 12/1/2017
 RAISE DATE: 1/1/2018
 PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date	Date
12/1/2017 - 12/31/2017	1/1/2018 - 12/31/2018	1/1/2019 - 12/31/2019	1/1/2020 - 12/31/2020	1/1/2021 - 12/31/2021		
1.0	12.0	12.0	12.0	12.0		
60.0	60.0	60.0	60.0	60.0		
1.67% Escalation Factor First Period	20.00% Escalation Factor Second Period	20.00% Escalation Factor Third Period	20.00% Escalation Factor Fourth Period	20.00% Escalation Factor Fifth Period		

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date	Date
1/1/2022 - 11/30/2022						
11.0						
60.0	60.0	60.0	60.0	60.0	60.0	60.0
18.33% Escalation Factor Sixth Period						

The escalation factor for this project is: 100.00%

Contract No.: I-17-4303

Consultant: Orion Engineers, LLC

Date: 10/10/2017

Escalation Factor: 100.00%
(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES

						DIRECT COST		
						OVERTIME PREMIUM		
<p>Total Estimated Work Hours: 1,149.00</p> <p>Average Hourly Rate: \$42.50</p> <p>Total Direct Labor: \$48,832.50</p>						<p>Total Estimated O/T Hours:</p> <p>Average Premium O/T Hourly Rate:</p> <p>Total Overtime Premium:</p>		
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
No	Principal	\$50.00	\$70.00	\$50.00	\$50.00	150.00		
No	Project Manager	\$40.00	\$70.00	\$45.00	\$45.00	698.00		
No	Senior Engineer/Planner	\$40.00	\$70.00					
No	Resident Engineer	\$40.00	\$70.00					
No	Project Engineer/Planner	\$25.00	\$60.00	\$35.00	\$35.00	201.00		
No	Staff Engineer/Planner	\$20.00	\$40.00	\$28.85	\$28.85	100.00		
No	Engineer /Accountant	\$20.00	\$60.00					
No	Senior Technical Specialist	\$25.00	\$60.00					
No	Technical Specialist	\$15.00	\$50.00					
No	Architect	\$30.00	\$70.00					
No	Realty Specialists	\$20.00	\$70.00					
No	Intern	\$8.25	\$20.00					
No	Admin/Clerical	\$8.25	\$40.00					

EXHIBIT "1"

Contract No.: I-17-4303

Consultant: Orion Engineers, LLC

Date: 10/10/2017

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	President	Charles Frangos	\$50 - \$70
	Executive Vice President	Shawon Carlstrom	
Project Manager	Project Manager	Justin Solan	\$40 - \$70
Senior Engineer/Planner			\$40 - \$70
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Project Engineer	Brett Butterfield	\$25 - \$60
Staff Engineer/Planner	Staff Engineer	Michael Mlekowski	\$20 - \$40
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist			\$25 - \$60
Technical Specialist			\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical			\$8.25 - \$40

Contract No.: I-17-4303 Consultant: Orion Engineers, LLC

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. **VEHICLE REIMBURSEMENT - rate based on link below**
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>

- B. **ALLOWABLE DIRECT COSTS - based on link below**
http://www.illinoistollway.com/documents/10157/2389762/12_LG_TOLLWAY_XX_ALLOWEDIRECTCOSTS_10012013.PDF

- C. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

DIRECT COST CATEGORY

NONE

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 130.00

ALLOWABLE DIRECT COSTS

10.01.2013

Effective for contracts awarded on or after October 1, 2013, the following costs are allowable when requested by the Department and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Vehicle Rental	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day
Vehicle Half-day Rate	\$32.50/half day
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography and mapping	Actual Cost
Utility exploratory trenching	Actual Cost

ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- **Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a “tool of the trade.”

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

Cell Phones	Unallowable
Radio Communication	Actual Cost
2-way Radio	Actual Cost

Vehicles (Only for Vehicles assigned to project)

Rental (Daily Rate Only) - Including Tolls	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day

The number of days will be calculated as follows:

For extended stay** - Number of days on job site plus one

Day to travel to and from job site

Weekly (hotel) – Number of days on job site plus one day to

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

**Extended Stay Status applies to individuals on the project over 20 Consecutive working days. The decision whether individuals will stay over the weekend will be made after the Contractor's schedule is available and shall be made jointly by the Consultant Liaison and the IDOT Resident.

NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CSE Manual allowance.

Contract No.: I-17-4303

Consultant: Orion Engineers, LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: Charles Frangos, PE, PTOE

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

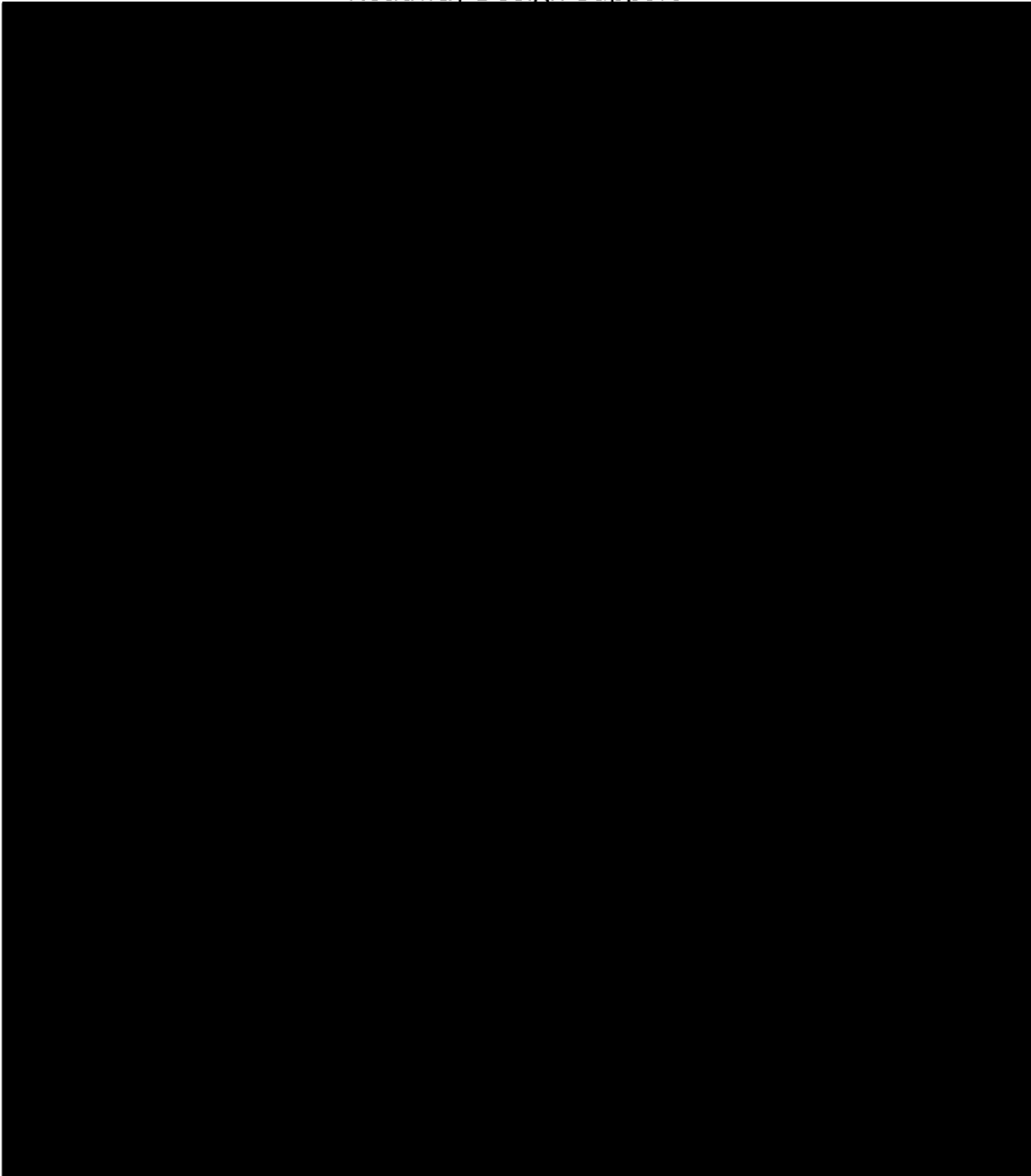
Name: _____

Classification: _____

Name: _____

Classification: _____

Charles Frangos, PE PTOE / **Planning & Design**
Roadway Design Support



APPENDIX TO EXHIBIT F

Contract No. I-17-4303

Orion Engineering, LLC

SCOPE OF SERVICES

Each firm will be bound to the Tollway's Exhibit F Scope of Work as prepared by the Tollway. Each firm will perform only work they are qualified to perform to the professional Standard of Care level required by the Tollway. Work tasks will be assigned by the combined management team consisting of Bowman, Barrett & Associates Inc. and Christopher B. Burke Engineering, Ltd., as required to meet the expectations of the Tollway for this project.

Exhibit F

Scope of Work

**Tri-State Tollway, Roadway Reconstruction and Bridge Rehabilitation,
O'Hare Oasis (M.P. 37.8) to Balmoral Avenue (M.P. 40.0)**

Contract No. I-17-4303

Illinois State Toll Highway Authority

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<u>Description</u>	<u>Page(s)</u>
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III. Design Section Engineer's (DSE's) services	10-11
IV. Items to be furnished to the design section engineer	11
Project Schedule	12
Table A: Bridges located within the project limits	13
Table B: Permitting and Agreements Responsibility Matrix	14-16
Attachment A: Web Based Project Management System	17-19

I. PROJECT DESCRIPTION

This project is to prepare Phase II engineering services for the preparation of contract plans and specifications and project related permits for the proposed improvements including, but not limited to, reconstruction of the Tri-State Tollway (I-294) between O'Hare Oasis (M.P. 37.8) and Balmoral Avenue (M.P. 40.0).

The scope of proposed improvements includes roadway design, reconstructing / rehabilitation of bridges, retaining wall design, noise wall design, new drainage structures and modification of existing drainage system, erosion control for all construction zones, design of appropriate landscape and soil erosion/sedimentation control measures as necessary, pavement markings, delineators and signage, barrier warrant analysis and installation of guardrail, anchors and terminal, update roadway lighting, maintenance of traffic, protection and relocation of utilities, and other appurtenant and miscellaneous construction.

II. ITEMS OF WORK TO BE INCLUDED IN CONTRACT I-17-4303

The Design Section Engineer's (DSE) services under Contract I-17-4303 shall consist of Phase II engineering services for the above described project, together with the identification of potential utility conflicts as per the requirements of the Illinois Tollway Design Section Engineer Manual, as amended by the Illinois Tollway, and herein specified. The design criteria and policies, Standard Specifications, materials, and construction requirements of the Illinois State Toll Highway Authority shall apply to all portions of the improvement under Illinois Tollway jurisdiction. The design criteria and policies, materials, and construction requirements of the Illinois Department of Transportation shall apply outside the Illinois Tollway jurisdiction area.

This contract may develop construction packages as follows:

1. Mainline contracts from O'Hare Oasis to Balmoral Avenue.
2. An additional construction contract.

Master Plan and Advanced Engineering Studies (AES) has been performed by Illinois Tollway Contracts RR-14-4221, RR-14-4222, RR-14-4223 and RR-14-4224. The DSE will review the advanced engineering studies design geometry within the project limits and provide concept design plans for necessary refinements which will include the recommended horizontal geometry and vertical profile in accordance with the Illinois Tollway Design Section Engineer Manual, latest edition, as amended by the Illinois Tollway, and as otherwise noted below, which shall include, but not be limited to, the following:

A. CONCEPT DESIGN VERIFICATION REQUIREMENTS

The DSE will be responsible for reviewing the AES documents completed to date as referenced above and providing concept (30%) design deliverables as further defined herein.

The DSE review of AES documents prepared to date shall include, but not necessarily be limited to, the following:

1. Project scope
2. Project budget. The DSE shall review and validate the AES cost estimate and provide an updated concept (30%) level cost estimate based on recommendations from the AES verification.
3. Project schedule. The DSE shall confirm or provide a recommended construction schedule for proposed construction contract package(s) within the contract limits. The DSE shall coordinate with the DCM to ensure that schedules are supported and can be accommodated within the overall Tri-State Tollway Master Corridor Schedule.
4. Project concept review including geometrics, right-of-way requirements, materials, maintenance of traffic, drainage, number of construction contracts, design criteria, cost benefit analysis, alternatives analysis, and all other appurtenant and miscellaneous items.
5. Design Criteria Review. The DSE shall review the current Illinois Tollway Design Criteria and evaluate the impact of updating the concept submittal prepared to date to be in conformance with the current design criteria.
6. Design Deviations prepared to date. The DSE shall coordinate with the DCM and adjacent Tri-State Tollway DSE sections to confirm whether or not deviations are still required.
7. Review of corridor roadway lighting design concept by I-17-4308 DSE.
8. Evaluation of Roadside obstacles in accordance with the Illinois Tollway Traffic Barrier Guidelines, latest edition. The DSE will prepare a strip map which identifies all areas of concern and meet with the Illinois Tollway and DCM to confirm expected level of analysis to be performed as part of the Barrier Warrant Analysis for each contract.
9. Review of utility coordination and utility studies performed to date, perform a field review and submit Notice of Interference forms. The DSE is responsible for utility coordination in accordance with the Illinois Tollway DSE Manual.
10. Review of AES environmental documents to confirm potential issues related to wetlands, waterways, biological, cultural, noise, air, hazardous/special waste, pedestrian/bike accommodations, land use, zoning, etc. Review of ESA investigations and recommendations performed by others.
11. Review coordination with IDOT, FAA, regulatory, utility companies, and local agencies performed to date and confirm commitments and future required action including identification of agreements and municipal/county design issues. Coordinate installation of the FOC duct package system with the Tollway's Fiber Optic Management Vendor.
12. Review of available survey information furnished by the DCM and confirmation of completeness or need for additional information. DSE responsibilities with regard to Field Survey services outlined in Section III.

B. CONCEPT SUBMITTAL REQUIREMENTS

The DSE review of the AES referenced above shall include preparation and submittal of a Concept Design Review Technical Memorandum which includes items identified in II. A. above and includes the following:

1. The DSE shall confirm and concur with the following or provide recommendations for proceeding during preliminary and final design:
 - a) Scope of Work.
 - b) Construction Contract Schedules.
 - c) Right of Way Requirements.
 - d) Construction Contract Packaging.
 - e) Advanced Engineering Studies Environmental Commitments.
2. Operating budget impact analysis (impact to Illinois Tollway Maintenance, Illinois Tollway Traffic Operations, Illinois Tollway Business Systems).
3. Identification of signing requirements and coordination of needs with the Illinois Tollway Sign Shop through the Design Corridor Manager (DCM).
4. Review of the AES design documents prepared to date including submittal of a technical memorandum detailing findings and providing recommendations for advancement to preliminary (60%) design.
5. A visual pavement condition survey of existing roadways within the limits of the proposed improvements.
6. Review and validate the Maintenance of Traffic AES Plan.
7. Update and submit right of way and utility requirements for each construction contract. The right of way requirements shall be submitted on plan drawings and shall include all permanent right of way and permanent and temporary easements the DSE deems as being required for construction of the proposed improvements. Identify ROW parcels to be acquired that affect utility relocations and establish priorities for acquisition.
8. Provide a construction contract packaging schematic and concept level design and construction schedule for contracts for which the DSE is responsible.
9. Prepare Signing Strip Maps by construction contract which are applicable to interim phases of construction and operation of independent tollable segments of roadways.
10. The DSE will review drainage concepts as necessary and any updated concepts completed since that date. The DSE will confirm the nature of the required improvements, the intent of the proposed design and verify compliance with the established design criteria.
11. Review and validate Aesthetics recommendations.
12. The DSE will prepare exhibits and renderings as needed to assist with public outreach.

In addition, the DSE shall perform the following during this phase:

1. Coordination of any additional right of way requirements through the DCM. The DSE shall be responsible for ensuring that right of way acquisition activities are consistent with contract schedules.
2. Coordinate installation of the FOC duct package system with the Tollway's Fiber Optic Management Vendor.
3. Identify any additional required design deviations. When a design deviation is sought, the DSE will start a Request For Design Deviation to Criteria (F4000.05). If agreed upon the form will be completely filled out and signed by all parties listed for signature.
4. The DSE shall review utility coordination performed to date, verify potential conflicts for the project through concept design and complete Notification of Interference forms for all anticipated utility interferences.
5. The DCM will prepare a comprehensive inventory of agreements for the overall project including railroad agreements. The DCM will be responsible for securing railroad agreements with technical support from the

DSE. The DSE will review and confirm the overall agreements inventory as identified by the DCM and support the DCM in securing other required agreements in conformance with the established schedule, including preparation of agreements not being prepared by the DCM (see Table B).

6. The DCM will coordinate system-wide design implementation. The DSE will incorporate site specific design services provided by others as specified in the Illinois Tollway DSE Manual, amended by the Project-wide All Electronic Tolling and Intelligent Transportation Systems Design Criteria document, latest version.
7. Permitting requirements, potential utility conflicts, and required railroad, intergovernmental and utility agreements shall be identified.
8. The DSE will prepare Bridge Type Studies and Retaining Wall Type Studies during this phase of the work. Upon approval of these recommendations Type, Size, and Location Drawings for bridges, retaining walls, and culverts will be prepared. An updated proposed profile will be prepared by the DSE reflecting proposed refinements resulting from structural recommendations (TS&Ls) and through coordination with the adjacent DSEs are necessary.
9. Structural Geotechnical Reports (SGR) for proposed structures in accordance with the Illinois Tollway Geotechnical Manual, latest edition, as amended by the Illinois Tollway.
10. Concept Plan Legacy Comment Review. The DSE shall review unresolved comments received pertaining to the Concept Design Plans from involved agencies. Comments applicable to Contract I-17-4303 shall be compiled and presented in the technical memorandum.
11. Review of corridor roadway lighting design concept by I-17-4308 DSE.
12. Evaluation of Roadside obstacles in accordance with the Illinois Tollway Traffic Barrier Guidelines, latest edition. The DSE will prepare a strip map which identifies all areas of concern and meet with the Illinois Tollway and DCM to confirm expected level of analysis to be performed as part of the Barrier Warrant Analysis for each contract.

C. PRELIMINARY AND FINAL DESIGN ENGINEERING

1. ROADWAY REQUIREMENTS

- a. Utilize existing aerial mapping, including contours for developing exhibits, right-of-way analysis, etc.
- b. Identify utility impacts on construction, right-of-way, costs, and project schedule. Supplemental SUE services shall be performed by the I-17-4303 DSE.
- c. Identify and establish priority of right-of-way parcel acquisition needed for utility relocation and advance work needs within the project limits.
- d. Conduct supplementary survey as required.
- e. Develop maintenance of traffic and construction staging options for each alternative and corresponding progress schedules. The maintenance of traffic shall be submitted to agencies having jurisdiction over proposed roadways included in the plan for review prior to advancement of subsequent phases of design. The plan shall also be coordinated with adjacent design sections.

2. DESIGN AND PLAN PREPARATION – DETAILED REQUIREMENTS

During this phase, the DSE shall perform designs and prepare contract plans and documents for implementation of the project improvements, to include, but not be limited to, the following:

- a. Design services for preparing contract plans, special provisions and estimates for the Tri-State Tollway (I-294) Roadway Reconstruction between O'Hare Oasis to Balmoral Avenue.
- b. Performing Bridge Type Studies for new bridges proposed to be constructed. The use of Accelerated Bridge Construction (ABC) techniques will be considered as part of the studies.
- c. Perform Type, Size, and Location (TS&L) drawings for new bridge and retaining wall construction.
- d. Performing Wall Type Studies for new retaining wall design construction.
- e. Perform design services for noise walls.
- f. Performing analyses for new drainage structure installation and modification of the existing drainage system.
- g. Provide design of sediment and erosion control for all construction zones.
- h. Provide design of appropriate landscape and soil erosion/sedimentation control measures as necessary in accordance with the Illinois Tollway Environmental Studies manual.
- i. Design services for preparing contract plans and special provisions for installation of pavement markings, delineators, and signage for the contract limits.
- j. Provide barrier warrant analyses for all necessary locations and installation of guardrail, anchors and terminals to conform to the current AASHTO Guidelines and Illinois Tollway criteria.
- k. ITS/Fiber/AET Scope. The scope anticipated to be included as part of the construction contract(s) to be limited to the installation of IPDC foundations, ITS Gantry and DMS foundations, and the underground backbone duct package along the roadway corridor which will contain power and fiber optic cable installed under separate contract(s). ITS device design shall be performed under separate contracts. The I-17-4303 DSE will be required to coordinate with the DCM and I-17-4307 DSE for Advance ITS and Fiber Relocation to ensure operational and communication requirements are fulfilled for each stage of MOT. The I-17-4303 DSE shall be required to coordinate with the DCM and I-17-4308 DSE to ensure that final ITS device design is in conformance with the corridor requirements, and all assets are properly transferred between contracts.
- l. Electrical design services for updating existing roadway and underpass lighting and installing new roadway and underpass lighting as required by the Illinois Tollway Lighting Standards, design criteria, and corridor roadway lighting master plan. Coordinate with the DCM and I-17-4308 DSE for the corridor roadway lighting master plan. The I-17-4303 DSE will design temporary lighting, provide for the maintenance of existing/temporary lighting, and will determine the actual locations of, and prepare contract plans, special provisions, and estimates for the temporary and final roadway and underpass lighting.
- m. Perform detailed design for all overhead, cantilever, and ground mounted sign structures within the contract limits.
- n. Provide maintenance of traffic plans including those for impacts to local facilities.

- o. Utility coordination for protection and / or relocation of utilities.
- p. Provide assistance to and backup materials for the preparation of all required permits by the DCM.
- q. Perform geotechnical studies.
- r. Prepare all required permits.
- s. Perform INVEST planning and design evaluations.
- t. Perform environmental studies. Phase I Environmental Site Assessments (ESAs) were prepared by others. These shall be reviewed for content and Phase II Environmental Site Assessments are to be prepared including environmental borings and analysis. The DSE will further prepare all designs required for remediation recommendations resulting from the ESA and Remedial Action Plan (RAP).
- u. Coordination with the Illinois Tollway and DCM with regard to environmental issues including, but not limited to USACE, IEPA, NPDES, IDNR-OWR. The following tasks have been or will be completed and will be provided to the DSE: Biological Resource Review, Wetland Delineation, Cultural Resource investigation, Stream/Water Quality Investigation, tree transect survey, Special Waste Assessment, and Traffic Noise Analysis. The DSE will be responsible for performing detailed tree classification surveys. The DCM will prepare a comprehensive inventory of required permits for the overall Tri-State Tollway (I-294) project, secure select permits and approvals (including FAA approval and corridor-wide 404/401 permits), and support coordination of other required permits to be secured by the DSE. See Table B for information regarding permitting responsibilities. Required permit submittals for the project include, but are not limited to: approval from Federal Aviation Administration; permits from the U.S. Army Corps of Engineers, Illinois Environmental Protection Agency, Illinois Department of Natural Resources, U.S. Fish and Wildlife, Metropolitan Water Reclamation District, IDOT, Local Agencies, Local Soil and Water Conservation Districts, Local Forest Preserve Districts, Railroads, etc. The DSE will review and confirm the overall permits inventory as identified by the DCM. The DSE will support the DCM in securing other required construction permits in conformance with the established schedule, including preparation of permits not being prepared by the DCM. The DSE will be required to furnish plans, calculations, etc. as required for permit submittals. The DSE shall coordinate permit requirements with the DCM throughout the design phase. The DSE shall be responsible for ensuring that permit submittals and approvals are consistent with contract schedules.
- v. All other appurtenant and miscellaneous items. The following structures are included in this project:
 - Culvert 394C: Sister Stream: One mainline structure
 - Bridges 393/394: Irving Park Rd.: Two mainline structures
 - Bridge 394A: Irving Park Rd Ramp A: One ramp structure
 - Culvert 393C: Crystal Creek: One mainline structure
 - Bridges 389/390: Lawrence Avenue: Two mainline structures
 - Bridges 391/392: Soo Line Railroad: Two mainline structures
 - Bridge 363: Balmoral Ave.: One crossroad structure
- w. All other appurtenant and miscellaneous items.
- x. Following submittal of the Preliminary design plans, the Designer will participate in a Value Management Study. The VMS will be conducted by the DCM following preliminary submittal. The Designer will prepare exhibits, have key staff participate in the VMS, review the VMS finding, prepare

responses and dispositions for all findings, and implement into their design any recommended findings which are accepted by the Tollway.

- y. The DSE will include a review of the following contracts prepared by others to confirm that the design is compatible with that of the I-17-4303 design section:
 - i. Tri-State Tollway Roadway Reconstruction Contract I-17-4302

3. FINAL DESIGN SERVICES AND SUBMITTALS REQUIRED

Preparation of preliminary, pre-final, and final contract documents, special provisions, design and quantity calculations, and construction schedule to be reviewed by the Illinois Tollway.

1. The DSE must have MicroStation capabilities. All final documents shall be submitted in hard copy and electronic format and follow the Illinois Tollway CADD STANDARDS Manual.
2. The DSE shall coordinate and incorporate all requirements of other design contracts impacting this project, if any. The DSE shall meet with other DSE's and the DCM as often as required to ensure the final contract documents of all contracts relating to the limits are coordinated.
3. The DSE shall be responsible for coordinating designs with the DCM and the Illinois Tollway User Departments, including but not limited to, Toll Services, Traffic Operations, and Maintenance and Business Systems.
4. Maintenance of traffic and construction staging.
5. The DSE will be responsible for preparing and coordinating construction cost estimates with the DCM and the Illinois Tollway in accordance with the Illinois Tollway DSE Manual. The DSE is responsible for tracking the scope and cost estimate for construction contracts and coordinating changes with the DCM and the Illinois Tollway throughout the design phase. Final construction cost estimates will be developed by the DSE.
6. If required, preparation of plats of acquisition and associated legal descriptions.
7. All other submittals as required in the Illinois Tollway DSE Manual.
8. The DSE shall utilize the new Illinois Tollway stationing. Stationing of existing appurtenances shall be approximated from existing stationing and digital ortho imagery information.
9. Coordinate with the Illinois Tollway Project Manager and DCM on sending individual letters to municipal, township, county, and railroad officials with jurisdictional boundaries adjacent to the study area. Allow interested officials to review concepts under the Illinois Tollway consideration and comment on community issues of concern or support.
10. Coordinate with the Illinois Tollway Project Manager, the DCM, and the Illinois Tollway Planning Division on meeting with individual property owners, neighborhood groups, and their local officials as required to address their questions or concerns regarding indirect project impacts.
11. Submit DSE Quality Management Plan within 14 days of Notice to Proceed.
12. The DSE is responsible for submittal of documents required during contract advertisement and as required for contract addenda in accordance with the Illinois Tollway DSE Manual. The DSE shall coordinate with the DCM and Illinois Tollway as necessary.

13. Provide required information to support the Illinois Tollway's coordination activities with the Tri-State Tollway (I-294) Local Advisory Committee.

D. STRUCTURAL CONSTRUCTION

1. Perform cursory inspection of structures that are to be rehabilitated to provide repair recommendation verification to supplement the Bridge Condition Report.
2. The DSE will prepare Bridge Type Studies for new bridges proposed to be constructed.
3. The DSE will prepare Wall Type Studies for new retaining walls proposed to be constructed.
4. The DSE will prepare Type, Size, and Location plans for proposed bridges (see Table A), retaining walls and culverts as required within the project limits.
5. The DSE will prepare contract plans and specifications for proposed bridges (see Table A), retaining walls, and culverts as required within the project limits.
6. The DSE will prepare contract plans, special provisions and estimates for IPDC foundations and ITS Gantry and DMS Foundations within the project limits.

E. DRAINAGE

1. The existing drainage facilities as represented in the concept plans and available Tri-State Tollway (I-294) as-built plans will be reviewed by the DSE to determine level of completeness and to identify potential additional drainage survey requirements. The DSE shall inspect existing storm drainage pipes to remain for condition assessment.
2. Drainage calculations including culvert and storm sewer sizing will be provided by the DSE.
3. Analysis of alternatives for the proposed drainage system will be required by the DSE. Anticipated alternatives include the staging of the proposed drainage improvements, detention alternatives, and best management practices as applicable. The prior drainage calculation reports from the concept plans and Tri- State Tollway (I-294) reconstruction will be provided for starting background.
4. The proposed right- of-way and easement requirements will be evaluated to accommodate the proposed drainage design.

F. ENVIRONMENTAL STUDIES AND REPORTS

1. Determine and evaluate potential environmental impacts. Precautions should be taken to limit wetland impacts to those presented in the Section 404 permit application submitted by the DCM and which was the basis for the USACE Section 404/IEPA Section 401 water quality certification authorizations issued for the Tri-State Tollway (I-294) project. The DSE shall coordinate immediately with the DCM if design changes result in an increase in impacts as coordination with regulatory resource agencies would be required.
2. Completion of Part II Environmental Studies Inventory Sheet (ESIS). Part I was evaluated during the Master Plan Phase. Therefore only Part II shall be submitted with preliminary plans.
3. Evaluate and develop sediment and erosion control plans/measures if necessary.

4. Preparation of plans as required for USACE review of resource impacts and shall include appropriate details including grading plans, soil erosion and sediment control plans, Best Management Practices plans, existing and proposed drainage plans, and wetland/waters mitigation plans.
5. Prepare Phase II ESA in accordance with the Illinois Tollway Environmental Studies Manual, latest edition, and ASTM E1903 Standard Practice for Environmental Site Assessments, Phase II as applicable. Prepare a Remedial Action Plan in accordance with the aforementioned criteria as applicable and in accordance with IEPA requirements for Site Remediation Programs. Prepare a Remedial Action Plan (RAP) in accordance with the aforementioned criteria as applicable and in accordance with IEPA requirements for Site Remediation Programs.

G. MAINTENANCE OF TRAFFIC

The DSE shall prepare Maintenance of Traffic deliverables in accordance with the Illinois Tollway Design Section Engineer Manual, latest edition, as amended by the Illinois Tollway. The maintenance of traffic plans and studies shall provide for protection and maintenance of the Illinois Tollway and crossroad traffic, and maintenance of toll operations during construction. The DCM shall coordinate traffic staging and maintenance of traffic for the corridor with the individual DSEs for the project. The coordination shall include ensuring that regional impacts are minimized and to ensure that traffic is maintained during construction. Contract completion dates shall be coordinated between design contracts. The existing number of traffic lanes shall be maintained on the mainline in each direction on the Tri-State Tollway (I-294) between O'Hare Oasis (M.P. 37.8) to Balmoral Avenue (M.P. 40.0) during peak hours.

H. UTILITIES

1. The DSE shall coordinate with utility companies and with the DCM throughout the design phase. The DSE shall be responsible for ensuring that utility relocation activities are consistent with contract schedules.
2. The DSE will be required to provide a copy of the agency utility contact log on a monthly basis.
3. Verify location of existing communications cables and utilities with respect to the proposed improvements.
4. All utilities coordination shall be performed in accordance with the Illinois Tollway DSE Manual, specifically with requirements of Subsection 4.5.18 and Section 6.

I. GEOTECHNICAL

1. For the bridges, retaining walls, noise walls, culverts, sign structure, IPDC, ITS Gantry and lighting foundations, the DSE will select proposed boring locations for approval by the Illinois Tollway. The DSE shall review the borings obtained in Phase I. The DSE will provide a boring map to the DCM. If required, the DSE will be responsible for providing information to the DCM as required for obtaining right of entry and permits to perform any subsurface exploration.
2. The DSE will provide subsurface exploration, utility checks, laboratory testing, and a Soil survey report. If required, pavement corings will be taken at locations

selected by the DSE to gather information for the pavement design. The pavement design for local system roadways will be provided by the agency having jurisdiction of the roadways and the Illinois Tollway will determine mainline and ramp pavement section designs for toll roadway pavements. The DCM will provide applicable agencies and the Illinois Tollway with information necessary for designing pavement sections.

3. The DSE will prepare Structural Geotechnical Reports (SGR) that summarizes the exploration and studies described above. The SGR will follow the Illinois Tollway SGR procedure. The SGR contains geotechnical recommendations related to bridge foundations, retaining wall foundations, slope walls, side slopes, pavement, sign structure, ITS Gantry, lighting foundations, and traffic signal foundations.

III. DESIGN SECTION ENGINEER'S (DSE's) SERVICES

A. EXECUTION OF ENGINEERING SERVICES

1. The DSE shall furnish services in accordance with the articles contained in the Illinois Tollway DSE Manual and all applicable Illinois Tollway Criteria, Manuals, and Bulletins.

B. FIELD SURVEY

1. The DCM will provide available survey information to the DSE. The DCM will establish a centerline and benchmarks for subsequent use by the DSE for the Tri-State Tollway (I-294) between O'Hare Oasis (M.P. 37.8) to Balmoral Avenue (M.P. 40.0). The DSE will review the survey information and coordinate discrepancies with the DCM. Additional benchmarks will be provided by the DSE as necessary.
2. The DSE shall perform all additional survey work necessary for the design of the project in accordance with the appropriate sections of the Illinois Tollway DSE Manual, or as required for compliance with governing design criteria to provide a complete and acceptable design.
3. Maximum use shall be made of the Illinois Tollway's record drawings and Phase I Engineering documents; however, it is the Design Section Engineer's responsibility to verify all topography in the field.
4. The DSE shall obtain adequate survey information for determining barrier warrant analysis, etc. including approach shoulder drainage and appurtenances.
5. The DSE shall utilize the Illinois Tollway's record drawings and verify features in the field and utilize stationing on drawings only as a reference for the location of the structures. It is not the intent for the DSE to re-establish stationing in the field.
6. All coordination with Agencies, including but not limited to the U.S. Army Corps of Engineers, the Illinois Department of Natural Resources, the Illinois Environmental Protection Agency, the Office of Water Resources, and the Illinois Department of Transportation shall be conducted through Illinois Tollway and DCM. The DSE will be expected to assemble information and documents necessary for Illinois Tollway to perform such coordination.

7. All coordination with railroads shall be conducted through the DCM and per the Illinois Tollway DSE Manual.

C. PLATS AND LEGALS

1. This contract is anticipated to require up to 25 separate property acquisitions. DSE to prepare plat and legal description documents associated with each Plat of Acquisition (POA) as well as coordinate and provide assistance to the Tollway Land Acquisition Unit as needed to complete each required acquisition. Documents shall be prepared in a timely manner so to not impede the Tollway property acquisition schedule.

IV. ITEMS TO BE FURNISHED TO THE DESIGN SECTION ENGINEER

In addition to the items to be provided as described in the DSE's Manual, the following will be supplied:

1. Items identified in Section II.
2. It shall be the responsibility of the DSE to select the applicable reduced record drawings from the Illinois Tollway's website at www.illinoisvirtualltollway.com.
3. Available inspection reports from current jurisdictional agencies for facilities within the project limits.
4. The Illinois Tollway's biennial structural inspection report of the bridges within the project limits.
5. Digital Ortho-Imagery, contours, horizontal and vertical survey control, and center line of the project limits.
6. Copies of Illinois Tollway Standard Specifications, Standard Drawings, and Illinois Tollway Design Manual can be obtained from the Illinois Tollway's website at www.illinoistollway.com.
7. Copy of Illinois Tollway Railroad and utility agreements (as required).
8. Copy of Bridge Condition Reports (as required).
9. Maintenance Section Reports.
10. General Engineering Consultant's Special Issue Log.

PROJECT SCHEDULE

**Contract No. I-17-4303
Tri-State Tollway, Roadway Reconstruction and Bridge Rehabilitation,
O'Hare Oasis (M.P. 37.8) to Balmoral Avenue (M.P. 40.0)**

SCHEDULE

1.	Scoping Meeting	7/25/2017
2.	Design Scope Submittal	8/11/2017
3.	Design Scope Approval	9/6/2017
4.	Notice to Proceed	11/9/2017
5.	Project Kick-Off Meeting	11/20/2017
6.	Concept Submittal	3/2018
7.	Preliminary Submittal	10/2018
8.	Pre-final Submittal	4/2019
9.	Final Submittal	TBD
10.	Advertise	TBD
11.	Bid Opening	TBD
12.	Board Award	TBD
13.	Construction Start Date	TBD

^a Design for this project is scheduled to begin in 2017. Construction of this project is not scheduled. Listed dates are subject to change and correspond to the advertisement date and construction start dates for the earliest roadway contract. The intent of is to advance the design to enable the Illinois Tollway to proceed to construction in advance of the above listed dates if possible and practical in coordination with the DCM and overall Tri-State Tollway Master Corridor Schedule and program priorities.

**TABLE A:
BRIDGES LOCATED WITHIN THE PROJECT LIMITS**

**Contract No. I-17-4303
Tri-State Tollway (I-294), Roadway Reconstruction and Bridge Rehabilitation,
O'Hare Oasis (M.P. 37.8) to Balmoral Avenue (M.P. 40.0)**

Bridge #	Traffic Direction	Mile Post	Location	Tollway Over (O) Under (U)	Type of Bridge	Maintenance**
394C	NB	38.10	Sister Stream: One mainline structure	O	Culvert	A
393/394	NB/SB	38.30	Irving Park Rd.: Two mainline structures	O		C
394A	NB	38.30	Irving Park Rd Ramp A: One ramp structure	O		A
393C	NB/SB	38.40	Crystal Creek: One mainline structure	O	Culvert	A
389/390	NB/SB	39.00	Lawrence Avenue: Two mainline structures	O		A
391/392	NB/SB	39.30	Soo Line Railroad: Two mainline structures	O		A
363	EW	39.82	Balmoral Ave.: One crossroad structure	U		B

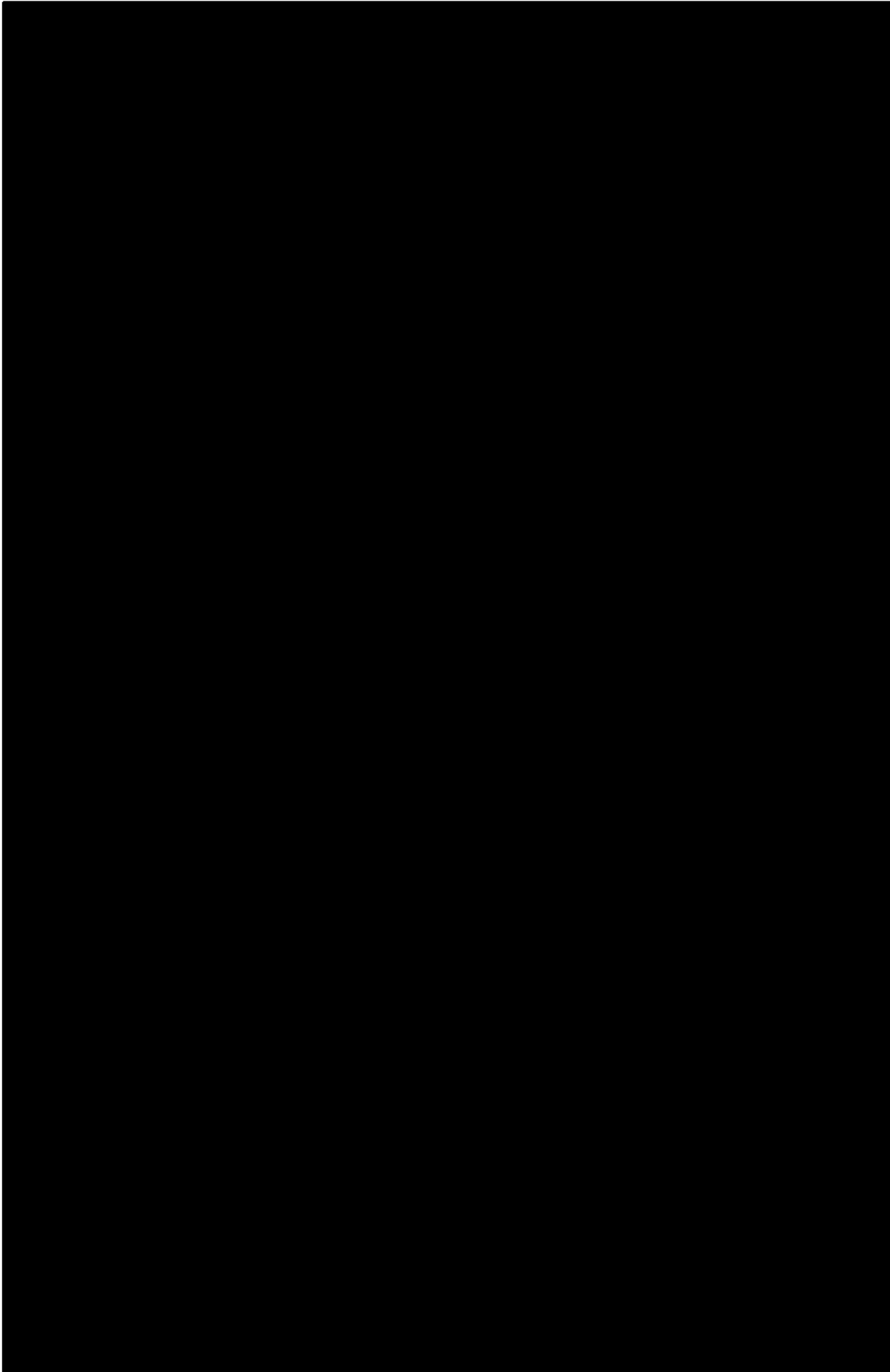
** A Type – Illinois Tollway has complete maintenance responsibility.

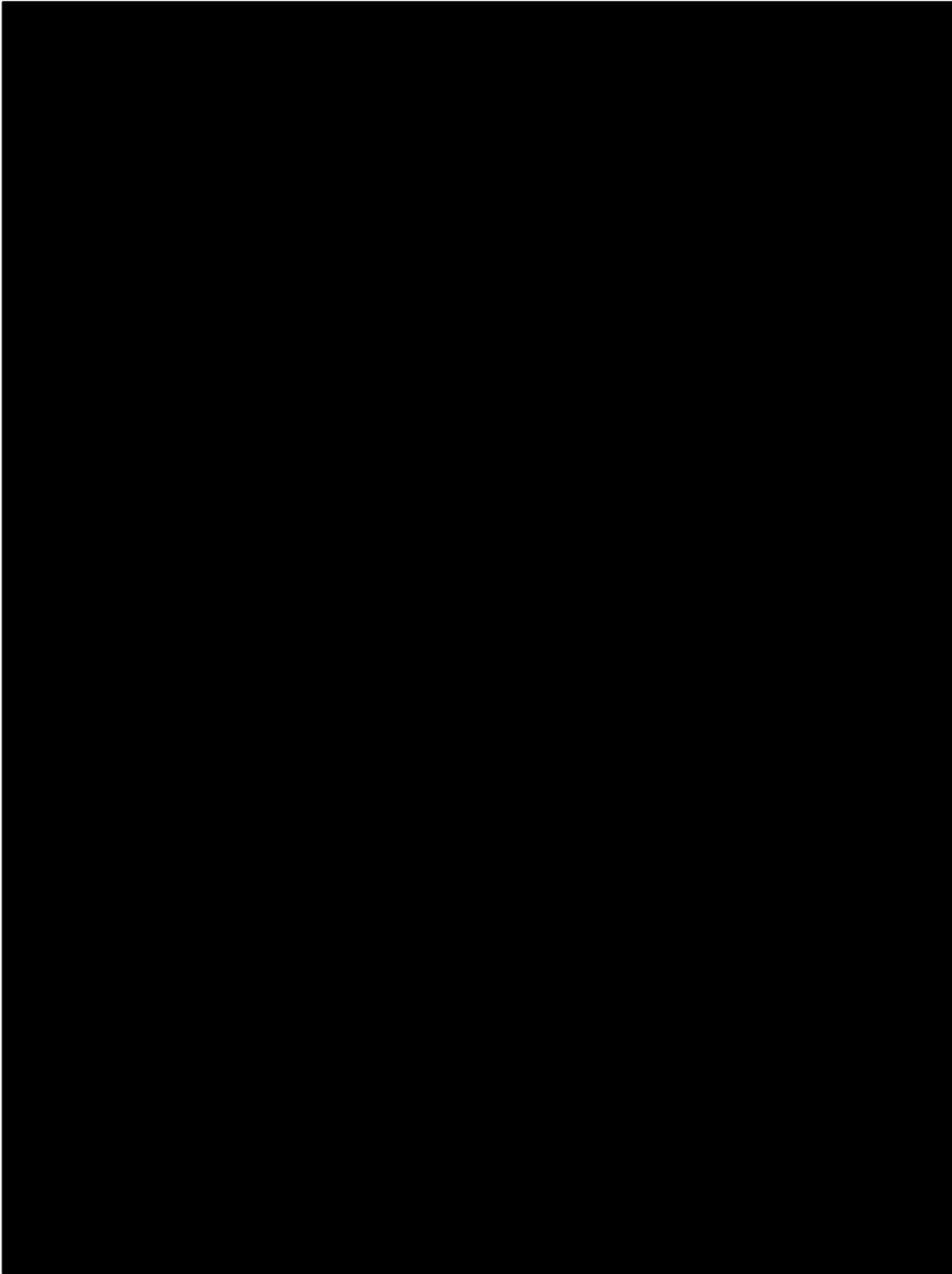
** B Type – Illinois Tollway has partial maintenance responsibility.

** C Type – Illinois Tollway has complete or partial maintenance responsibility.

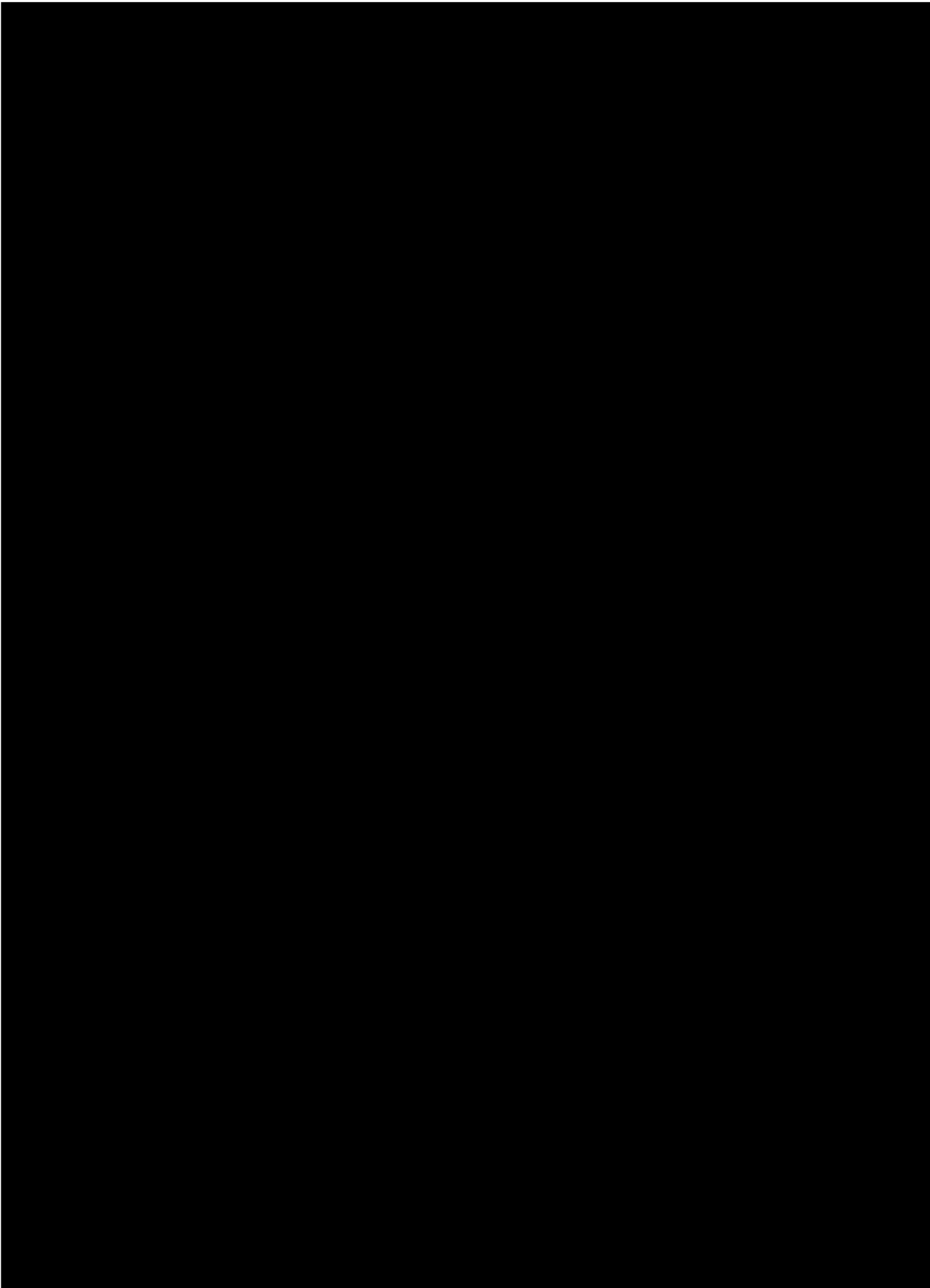
¹ Bridge type and span arrangements subject to confirmation by the DSE through Type, Size and Location studies.

**TABLE B:
TRI-STATE TOLLWAY (I-294) PERMITTING AND
AGREEMENTS RESPONSIBILITY MATRIX**





2



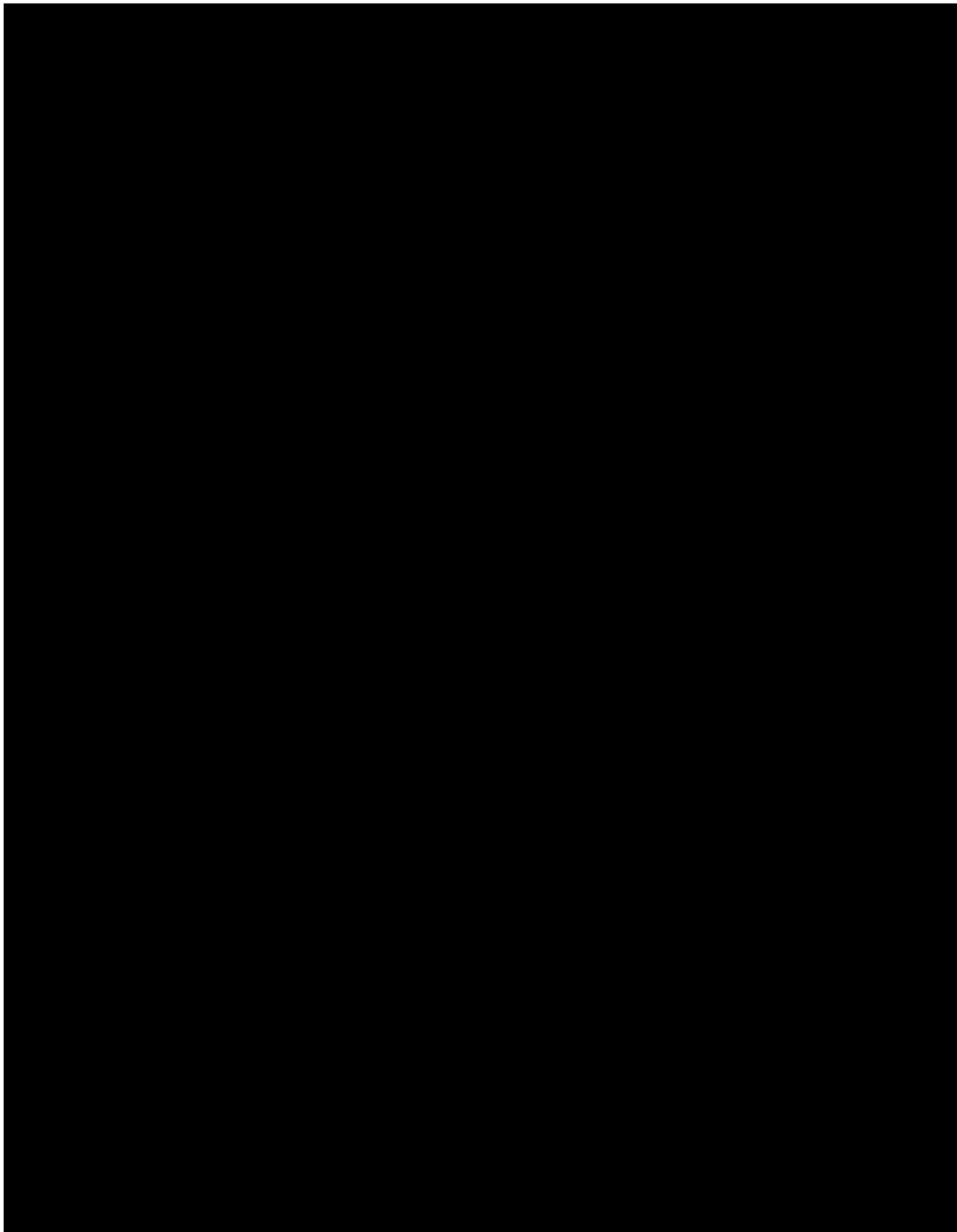


EXHIBIT G

Contract No. I-17-4303

Orion Engineers, LLC

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
I-15-4659	EOWA DUR/CUR	\$65,000.00	\$65,000.00	12/1/2017
RR-16-4250	Systemwide CUR	\$300,000.00	\$150,000.00	12/1/2018
RR-16-4251	Systemwide CUR	\$150,000.00	\$15,000.00	12/1/2018
RR-16-4255	I-355 Rehabilitation Design	\$46,300.00	\$44,443.38	11/1/2019
RR-15-9976R	Traffic Engineer	\$136,000.00	\$124,647.92	12/31/2019
RR-15-9975R	Consulting Engineer	\$857,856.60	\$857,856.60	12/31/2021
RR-16-4276	Systemwide DUR	\$100,000.00	\$100,000.00	12/31/2018
RR-16-4278	Systemwide CUR	\$75,000.00	\$75,000.00	12/31/2020
RR-16-4280	Systemwide CUR	\$60,000.00	\$60,000.00	12/31/2018
I-17-4304	Tri-State Tollway DUR	\$150,213.20	\$150,213.20	9/30/2022
I-17-4676	I-90 @ EOWA Interchange Design	\$401,940.00	\$401,940.00	4/30/2020
I-17-4307	I-294 Advanced ITS	\$132,000.00	\$132,000.00	10/31/2022
RR-17-4313	Systemwide DUR	\$30,000.00	\$30,000.00	12/31/2019
I-17-4311	Systemwide Geotechnical Services	\$500,000.00	\$500,000.00	9/30/2022
RR-17-4293	Systemwide CUR	\$60,000.00	\$60,000.00	12/31/2019
I-17-4298	I-294 Reconstruction - I-55 to Ogden	\$225,000.00	\$225,000.00	12/31/2022
I-16-4274	I-88 Road and Bride Rehabilitation	\$51,328.00	\$51,328.00	12/31/2018

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1	<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)	\$	-	_____
3	<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)	\$	-	_____
5	<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)	\$	-	_____
7	<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)	\$	-	_____
9	<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: \$ _____ -