

## RESOLUTION NO. 21751


**Background**

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 21398 approved October 26, 2017, entered into an Agreement with Gannett Fleming, Inc. (formerly Bowman, Barrett & Associates, Inc.)/Christopher B. Burke Engineering, Ltd. on Contract I-17-4303 for Design Services, on the Tri-State Tollway (I-294) from Mile Post 37.8 (O'Hare Oasis) to Mile Post 40.0 (Balmoral Avenue).

Per Tollway request, Gannett Fleming, Inc. (formerly Bowman, Barrett & Associates, Inc.)/Christopher B. Burke Engineering, Ltd. has submitted a proposal to provide Supplemental Design Services for Contract I-17-4303, increasing the contract upper limit by \$530,000.00, from \$7,670,000.00 to \$8,200,000.00. It is necessary and in the best interest of the Tollway to accept the proposal from Gannett Fleming, Inc. (formerly Bowman, Barrett & Associates, Inc.)/Christopher B. Burke Engineering, Ltd.

**Resolution**

The Chief Engineering Officer is authorized to negotiate a Supplemental Agreement with Gannett Fleming, Inc. (formerly Bowman, Barrett & Associates, Inc.)/Christopher B. Burke Engineering, Ltd. consistent with the aforementioned proposal to increase the contract upper limit by \$530,000.00, subject to the 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

## OFFICE OF THE ILLINOIS SECRETARY OF STATE

**JESSE WHITE**  
SECRETARY OF STATE



## CORPORATION FILE DETAIL REPORT

File Number	55763127		
Entity Name	GANNETT FLEMING, INC.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	FOREIGN BCA
Qualification Date (Foreign)	12/13/1989	State	DELAWARE
Agent Name	ILLINOIS CORPORATION SERVICE C	Agent Change Date	04/19/2007
Agent Street Address	801 ADLAI STEVENSON DRIVE	President Name & Address	PAUL NOWICKI PO BOX 67100 HARRISBURG, PA 17106-7100
Agent City	SPRINGFIELD	Secretary Name & Address	ARTHUR HOFFMAN, JR SAME
Agent Zip	62703	Duration Date	PERPETUAL
Annual Report Filing Date	01/03/2019	For Year	2018
Assumed Name	ACTIVE - GEODECISIONS ACTIVE - GANNETT FLEMING TRANSIT & RAIL SYSTEMS ACTIVE - VERTICAL TRANSPORTATION EXCELLENCE		

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## OFFICE OF THE ILLINOIS SECRETARY OF STATE

**JESSE WHITE**  
SECRETARY OF STATE



## 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	09/05/2018	For Year	2018

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## OTHER SERVICES

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# I - 17 - 4303

**Bailey, Shanel**

**From:** Saintil, Keisha  
**Sent:** Thursday, March 14, 2019 9:39 AM  
**To:** Bailey, Shanel  
**Subject:** Bowman, Barrett & Associates, Inc. /DD/ [REDACTED]

OCIS CICIOCP1                      OFFSET CONTRACT INQUIRY                      09:30 03/14/19

ACTION: S

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

DISCLAIMER:  
AS OF 03/14/19 AT 09:38 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\* [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

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I-17-4303

**Bailey, Shanel**

**From:** Saintil, Keisha  
**Sent:** Thursday, March 14, 2019 9:26 AM  
**To:** Bailey, Shanel  
**Subject:** Burns & McDonnell Engineering Co., Inc./ DD/ [REDACTED]

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:24 03/14/19

ACTION: S

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

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

**DISCLAIMER:**

AS OF 03/14/19 AT 09:25 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\* [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

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DESIGN SECTION ENGINEER  
SECOND SUPPLEMENTAL AGREEMENT INCLUDING TEAMING

The Board of Directors, on the **21<sup>st</sup>** day of **March, 2019**, authorized this **SECOND SUPPLEMENTAL AGREEMENT** to be entered into by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter sometimes referred to as "TOLLWAY", and comprised of the Team of **GANNETT FLEMING, INC. (formerly Bowman, Barrett & Associates, Inc.) / CHRISTOPHER B. BURKE ENGINEERING, LTD.** authorized and existing within the laws of the State of Illinois, hereinafter sometimes referred to as "DESIGN SECTION ENGINEER".

WITNESSETH:

WHEREAS, the TOLLWAY selected the DESIGN SECTION ENGINEER from **PSB 17-3, Item 8**, and DESIGN SECTION ENGINEER entered into an agreement on **October 26, 2017**, to provide design section engineering services (hereinafter "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, additional supplemental Services are necessary due to the increased scope of the work; and

WHEREAS, DESIGN SECTION ENGINEER has submitted a proposal dated **March 12, 2019**, a copy of which is attached hereto as Exhibit "1", to provide said additional Services, and it is in the best interest of the TOLLWAY to accept said proposal.

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

ARTICLE I

General Provisions

Except as modified or changed herein, all terms, provisions and conditions contained in the original agreement between the TOLLWAY and the DESIGN SECTION ENGINEER dated **October 26, 2017** ("Original Agreement") and commonly referred to as Contract No. **I-17-4303**, shall govern this agreement and be in full force and effect, however, any changes to multipliers, unit costs, prices and/or rates of compensation shall only be applied to Services rendered solely under this Supplement pursuant to changes in the scope of work. The supplemental proposal attached as Exhibit "1" is hereby made a part of this Supplemental Agreement.

ARTICLE II

Time of Performance

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

### ARTICLE III

#### Reaffirmation of Original Agreement

All covenants and agreements contained in the Original Agreement made and entered into by and between the TOLLWAY and DESIGN SECTION ENGINEER and all prior Supplemental Agreements, if any, to provide Services for Contract No. **I-17-4303 for Tri-State Tollway, Roadway Reconstruction and Bridge Rehabilitation, O'Hare Oasis (Mile Post 37.8) to Balmoral Avenue (Mile Post 40.0)** are reaffirmed and shall govern this Agreement as if fully set forth herein, it being the intent that this Agreement shall be a supplement to said agreement(s).

### ARTICLE IV

#### Record Retention and Audit

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

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



invoked.

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

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

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

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

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

## ARTICLE V

### Compensation

The upper limit of compensation for said supplemental Services for Contract No. . I-17-4303 for **Tri-State Tollway, Roadway Reconstruction and Bridge Rehabilitation, O'Hare Oasis (Mile Post 37.8) to Balmoral Avenue (Mile Post 40.0)** performed by the DESIGN SECTION ENGINEER under the Original Agreement and including the services set forth herein, is hereby increased from \$ 7,670,000.00 by \$ 530,000.00 to \$ 8,200,000.00.

## ARTICLE VI

### Report of a Change in Circumstances

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

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

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

## ARTICLE VII



### EXPATRIATED ENTITIES


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

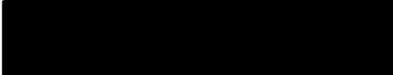
IN WITNESS WHEREOF, the parties hereto have executed this **SECOND SUPPLEMENTAL AGREEMENT** for I-17-4303 the day and year first above written.

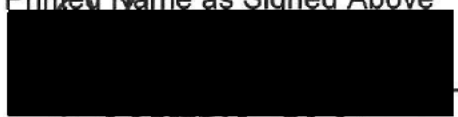
THE ILLINOIS STATE TOLL  
HIGHWAY AUTHORITY

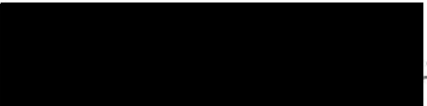
**GANNETT FLEMING, INC. (formerly  
Bowman, Barrett & Associates, Inc.) /  
CHRISTOPHER B. BURKE  
ENGINEERING, LTD.**

By  6/5/19  
Signature Date  
Chair/Acting Executive Director  
Willard Evans Jr. /   
*JOSE ALVAREZ*

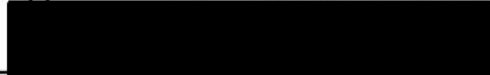
 4/8/2019  
*Vice President* Date  
President-Signature  
Gannett Fleming, Inc.  
*James M. Daum*

APPROVED:  
 5/29/19  
Chief Financial Officer – Signature Date  
Michael Colsch

Printed Name as Signed Above  
 4/8/19  
President-Signature Date  
Christopher B. Burke Engineering, Ltd.

APPROVED:  
 5/23/19  
General Counsel – Signature Date

Christopher B. Burke  
Printed Name as Signed Above

Approved as to Form and Constitutionality  
 5-22-19  
Attorney General, State of Illinois - Signature Date

**The Illinois State Toll Highway Authority**

TO: José Alvarez  
Executive Director

DATE: May 31, 2019

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

SUBJECT: **Request for Contract Execution**  
**Gannett Fleming, Inc. (formerly Bowman, Barrett & Associates, Inc.)**  
**Christopher B. Burke Engineering, Ltd.**  
**Contract I-17-4303**

Transmitted herewith for  
**Gannett Fleming, Inc.**  
**B. Burke Engineering,**  
pages, requiring your signature  
**this contract is requested**  
**issued.**

copies of the  
**Christopher**  
signature  
authorization of  
ed may be

Following is a summary

Contract Number:  
Phase:  
Consultant:

Barrett &

Contract Description:

37.8) to

Balmoral Avenue (Mile Post 40.0)  
Board Approval: March 21, 2019  
Resolution Number: 21751  
Anticipated Start Date: March 22, 2019

The executed agreements are to be returned to Dawn Lukacs at ext. 4848 once complete. If you have any questions regarding this transmittal or require additional information please contact Laura Durkin, extension 3802.

PDK:lrd  
/Attachments

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

**FOR CONTRACT NUMBER I-17-4303**

This proposal, dated March 12, 2019, is submitted by Gannett Fleming, Inc. (formerly 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), Phase II Engineering Services, in Cook, DuPage County (Counties), Illinois.

**REAFFIRMATION OF ORIGINAL AGREEMENT**

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

**SCOPE OF SUPPLEMENTAL DESIGN ENGINEERING SERVICES**

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

**FEE PROPOSAL**

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

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

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

**Miscellaneous Indirect Costs, and Profit.** This factor shall be used for periodic invoicing during the project.

**AGREEMENT LIMITS**

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

The Upper Limit Compensation shall be increased

from \$ 7,670,000.00 by \$ 530,000.00 to \$ 8,200,000.00.

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

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

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

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

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

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

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

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

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

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

#### PARTIAL PAYMENTS

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

REVISIONS TO SUPPLEMENTAL SCOPE OF WORK

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



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

**CONTRACT I-17-4303**

**SUBMITTED BY:**

**FIRM NAME:** Gannett Fleming, Inc. (formerly Bowman, Barrett & Associates, Inc.)

**ADDRESS:** 130 E. Randolph Street, Suite 2650

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

**TELEPHONE:** 312-228-0100

**FACSIMILE:** 312-228-0706

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


**PRINTED NAME:** James M. Daum

**TITLE:** Vice President

## EXHIBIT F

### CONTRACT I-17-4303

(Gannett Fleming, Inc. (formerly Bowman, Barrett & Associates, Inc.)/Christopher B. Burke Engineering, Ltd.)

### SCOPE OF SERVICES

Design Contract Supplemental Items: Tasks within the Phase II Design services have resulted in changes in the character or complexity of the scope of work, and included items listed below:

Add Winter Stage MOT to the 4427 Contract: At the onset of project, BBACBE\_TM was told construction was to be completed by 2019, and the 4427 contract documents were developed anticipating a single construction season. Due to external construction schedule constraints, anticipated construction production, and the 4302 contract now being under construction in 2020, the 4427 contract will now continue into 2020. This change requires adjustment of the previously complete MOT staging drawings, development of a new winter stage drawings, and adjustment of various other contract documents (C-1's, specifications, construction schedule, etc.)

Prepare 4427 Construction Revision to match 4302 Design Requirements: The 4427 contract drawings were developed based on direction that the 4302 contract (located at the 4427 southern limits) would be a full reconstruction of the pavement and the Bensenville bridge and would not occur at the same time as 4427. The Tollway has recently revised this plan and determined the 4302 contract would be rehabilitation with manipulation of shoulder widths to allow for five lanes within the pavement section and that construction would overlap with 4427. The 4427 contract documents need to be revised to meet the 4302 roadway section. As the 4302 design contract is less developed than 4427, there are still significant unknowns with what exactly will need to be revised, but due to the 4427 letting schedule it's expected that any changes will be issued as a construction revision. Further, modifications will be done in the 4427 contract prior to advertisement restricting the Contractor from working at the southern limits, so a construction revision can be issued without requiring re-work. 4427 will require modification of a significant number of sheets to match the 4302 work.

Coordinate with 4302 Design Development: With 4302 changed to a rehabilitation contract and construction occurring concurrently with 4427 there will be significant coordination between the contracts. Coordination will include several meetings, development and evaluation of geometric and MOT exhibits necessary to evaluate the contract limits and determine the preferred configurations.

Revise Culvert to Avoid Conflict with AT&T Utility: Project development has recently determined that AT&T's schedule to relocate their line crossing near Belle Plaine Avenue would cause extensive delays to the 4427 construction schedule. Accordingly, parts of the proposed 4427 construction will be revised to avoid conflict with AT&T's line. The revisions will include utilizing a 9' x 2' box culvert (in lieu of standard storm sewer) with a custom junction chamber and headwall.

Modify 4427 by Addendum to Accommodate Delayed Hotel Parcel Acquisition: The anticipated acquisition date of parcel TW-7-16-056 will delay start of construction of a portion of retaining wall, jacked culvert crossing, and associated drainage, widening, paving, and other work. To mitigate the effects to the 4427 construction schedule a jacking pit and temporary drainage structures will be added via Addendum to temporarily maintain drainage and allow continuation of planned construction in other areas until the retaining wall and associated work can be completed after the parcel acquisition is complete.

Rev. 3/1/2017

EXHIBIT "1"

PAGE \_\_\_\_\_ OF \_\_\_\_\_

EXHIBIT G

Contract I-17-4303

BBACBE (Gannett Fleming, Inc. (formerly Bowman, Barrett & Associates, Inc.))

CURRENT OBLIGATIONS FOR PROJECT

CURRENT & PENDING CONTRACTS & BIDS				
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
D-91-185-09 PTB 152-004	I-80 from Grundy County Line to US 30	\$4,943,821	\$325,300	12/31/2019
C-91-316-13 PTB 168-012	Circle Interchange Phase III	\$5,122,370	\$19,700	1/31/2019
D-91-012-13 PTB 165-008	US 20 at IL 59	\$1,445,502	\$42,200	3/31/2019
I-14-4190 PSB 14-1 Item 5	I-90, Roadway, Retaining Wall and Bridge Reconstruction and Widening, West of Higgins Road to Roselle Road Tri-State Tollway, Bridge	\$2,822,242	\$110,000	6/30/2019
RR-14-4222 PSB 14-3, Item 2	Rehabilitation/ Reconstruction, Burlington Northern Santa Fe (BNSF) Railroad Bridge (MP 26.6)	\$6,891,122	\$624,000	12/31/2019
RR-16-4254 PSB 16-1, Item 7	I-88, Roadway and Bridge Rehabilitation, Design, MP 91.41 (Annie Glidden Rd) to MP 113.3 (IL 56) Phase II Engineering	\$2,145,681	\$19,600	3/31/2019
I-17-4303 PSB 17-3, Item 8	Tri-State Tollway, Roadway Reconstruction and Bridge Rehabilitation, O'Hare Oasis (MP 37.0) to Balmoral Avenue (MP 40.0)	\$7,670,000	\$305,000	11/30/2022
C-91-337-14 PTB 188-008	I-90 (Kennedy Expressway): I-190 to IL 43 (Harlem) Phase III	\$5,473,570	\$4,730,000	12/31/2020
D-93-079-18 PTB 188-018	I-180 over Illinois River Subconsultant to B&MCD	\$108,773	\$108,773	12/31/2019
C-91-190-14	I-290/Congress Parkway EB Ramps to NB I-90/94 Subconsultant to Tecma	\$299,943	\$299,943	5/31/2021
RR-18-4377 PTB 18-2, Item 7	Systemwide, Maintenance Facilities, Construction Management Services Upon Request Subconsultant to Ardmore Roderick	\$325,000	\$325,000	12/31/2019



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/21/2019

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

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

PRODUCER Gunn-Mowery P.O. Box 900 Camp Hill PA 17001-0900	CONTACT NAME: Janice Bolton	
	PHONE (A/C, No, Ext): 717-761-4600, Ext. 3031	FAX (A/C, No): 717-761-6159
E-MAIL ADDRESS: JBolton@GunnMowery.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : PA Manufacturers Indemnity Co.		41424
INSURER B : Indemnity Ins Co of North America		43575
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES CERTIFICATE NUMBER: 2017087063 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	3019012907384A	2/1/2019	2/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	1519012907384A	2/1/2019	2/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<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	Y	Y	N11004507002	2/1/2019	2/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> 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/A	2019012907384A	2/1/2019	2/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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)  
Blanket Additional Insured applies per written contract.  
1002-064899 Tollway ISTHA I-17-4303 O'Hare Oasis MP 37.8 to Balmoral 40.0. The following are considered as Additional Insureds for General Liability and Automobile Liability policies as per written contract: Illinois State Toll Highway Authority. Coverages apply on a Primary and Non-Contributory basis per policy language. [BB&A Project Number: 1360]

### CERTIFICATE HOLDER

### CANCELLATION 90

ILLINOIS STATE TOLL HIGHWAY AUTHORITY 2700 OGDEN AVENUE 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 
--	---

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

## DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

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

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

**Named Insured:**

**Endorsement Effective Date:**

### SCHEDULE

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

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT, EXECUTED PRIOR TO LOSS TO NAME AS ADDITIONAL INSURED.

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
AS REQUIRED BY WRITTEN CONTRACT	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

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

However:

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

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

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
AS REQUIRED BY WRITTEN CONTRACT	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

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

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





# CERTIFICATE OF LIABILITY INSURANCE

6/1/2019

DATE (MM/DD/YYYY)  
3/29/2019

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

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<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Lexington Insurance Company		19437
<b>INSURER B :</b> _____		
<b>INSURER C :</b> _____		
<b>INSURER D :</b> _____		
<b>INSURER E :</b> _____		
<b>INSURER F :</b> _____		

**COVERAGES + CERTIFICATE NUMBER:** 15780652 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <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: _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	<b>PROFESSIONAL LIABILITY</b>	N	N	020720848	6/1/2018	6/1/2019	\$10,000,000 PER CLAIM; \$10,000,000 AGGREGATE

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.  
 1002-064899 Tollway ISTHA I-17-4303 O'Hare Oasis MP 37.8 to Balmoral 40.0 [BB&A Project Number: 1360]

<b>CERTIFICATE HOLDER</b> 15780652 ILLINOIS STATE TOLL HIGHWAY AUTHORITY 2700 OGDEN AVENUE DOWNERS GROVE IL 60515	<b>CANCELLATION</b> 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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# Contract Information Sheet

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

Joint Venture  
/ Team:

BBACBE\_TM

Lead Partner:

Gannett Fleming, Inc.

2nd Partner:

Christopher B. Burke Engineering, Ltd.

3rd Partner:

Contract Number:

I-17-4303

Proposal Date:

3/12/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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





EXHIBIT F

Contract No. 1-17-4303

BBACBE\_TM

SCOPE OF SERVICES

Design Contract Supplemental Items:

Tasks within the Phase II Design services have resulted in changes in the character or complexity of the scope of work, and included items listed below:

**Add Winter Stage MOT to the 4427 Contract:** At the onset of project, BBACBE\_TM was told construction was to be completed by 2019, and the 4427 contract documents were developed anticipating a single construction season. Due to external construction schedule constraints, anticipated construction production, and the 4302 contract now being under construction in 2020, the 4427 contract will now continue into 2020. This change requires adjustment of the previously complete MOT staging drawings, development of a new winter stage drawings, and adjustment of various other contract documents (C-1's, specifications, construction schedule, etc.)

**Prepare 4427 Construction Revision to match 4302 Design Requirements:** The 4427 contract drawings were developed based on direction that the 4302 contract (located at the 4427 southern limits) would be a full reconstruction of the pavement and the Bensenville bridge and would not occur at the same time as 4427. The Tollway has recently revised this plan and determined the 4302 contract would be rehabilitation with manipulation of shoulder widths to allow for five lanes within the pavement section and that construction would overlap with 4427. The 4427 contract documents need to be revised to meet the 4302 roadway section. As the 4302 design contract is less developed than 4427, there are still significant unknowns with what exactly will need to be revised, but due to the 4427 letting schedule it's expected that any changes will be issued as a construction revision. Further, modifications will be done in the 4427 contract prior to advertisement restricting the Contractor from working at the southern limits, so a construction revision can be issued without requiring re-work. 4427 will require modification of a significant number of sheets to match the 4302 work.

**Coordinate with 4302 Design Development:** With 4302 changed to a rehabilitation contract and construction occurring concurrently with 4427 there will be significant coordination between the contracts. Coordination will include several meetings, development and evaluation of geometric and MOT exhibits necessary to evaluate the contract limits and determine the preferred configurations.

**Revise Culvert to Avoid Conflict with AT&T Utility:** Project development has recently determined that AT&T's schedule to relocate their line crossing near Belle Plaine Avenue would cause extensive delays to the 4427 construction schedule. Accordingly, parts of the proposed 4427 construction will be revised to avoid conflict with AT&T's line. The revisions will include utilizing a 9' x 2' box culvert (in lieu of standard storm sewer) with a custom junction chamber and headwall.

**Modify 4427 by Addendum to Accommodate Delayed Hotel Parcel Acquisition:** The anticipated acquisition date of parcel TW-7-16-056 will delay start of construction of a portion of retaining wall, jacked culvert crossing, and associated drainage, widening, paving, and other work. To mitigate the effects to the 4427 construction schedule a jacking pit and temporary drainage structures will be added via Addendum to temporarily maintain drainage and allow continuation of planned construction in other areas until the retaining wall and associated work can be completed after the parcel acquisition is complete.

**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)	\$ -

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

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

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

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

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

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

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

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

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

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

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

**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)**

<b>1</b>	<u>Burns &amp; McDonnell Engineering Co., Inc.</u>		
	Direct Labor	\$ 94,942.40	
	Direct Costs	_____	
	Services by Others	_____	
	Additional Services **	_____	
	Total this Subconsultant (ULC)	\$ 94,942.40	
<b>2</b>	_____		
	Direct Labor	_____	
	Direct Costs	_____	
	Services by Others	_____	
	Additional Services **	_____	
	Total this Subconsultant (ULC)	\$ -	
<b>3</b>	_____		
	Direct Labor	_____	
	Direct Costs	\$ -	
	Services by Others	\$ -	
	Additional Services **	\$ -	
	Total this Subconsultant (ULC)	\$ -	
<b>4</b>	_____		
	Direct Labor	_____	
	Direct Costs	\$ -	
	Services by Others	\$ -	
	Additional Services **	\$ -	
	Total this Subconsultant (ULC)	\$ -	
<b>5</b>	_____		
	Direct Labor	_____	
	Direct Costs	\$ -	
	Services by Others	\$ -	
	Additional Services **	\$ -	
	Total this Subconsultant (ULC)	\$ -	

<b>6</b>			
	Direct Labor	_____	
	Direct Costs	\$ -	
	Services by Others	\$ -	
	Additional Services **	\$ -	
	Total this Subconsultant (ULC)	\$ -	
<b>7</b>	_____		
	Direct Labor	\$ -	
	Direct Costs	\$ -	
	Services by Others	\$ -	
	Additional Services **	\$ -	
	Total this Subconsultant (ULC)	\$ -	
<b>8</b>	_____		
	Direct Labor	\$ -	
	Direct Costs	\$ -	
	Services by Others	\$ -	
	Additional Services **	\$ -	
	Total this Subconsultant (ULC)	\$ -	
<b>9</b>	_____		
	Direct Labor	\$ -	
	Direct Costs	\$ -	
	Services by Others	\$ -	
	Additional Services **	\$ -	
	Total this Subconsultant (ULC)	\$ -	
<b>10</b>	_____		
	Direct Labor	\$ -	
	Direct Costs	\$ -	
	Services by Others	\$ -	
	Additional Services **	\$ -	
	Total this Subconsultant (ULC)	\$ -	

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

TOTAL Non-DBE/MBE/WBE Subconsultants: \$ 94,942.40

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

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 94,942.40

\*\* 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): \_\_\_\_\_



# Contract Information Sheet

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

Consultant Name: Gannett Fleming, Inc.

Contract Number: I-17-4303

Proposal Date: 3/12/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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







Contract No.: I-17-4303

Consultant: Gannett Fleming, Inc.

Date: 3/12/2019

Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES									
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 OVERTIME PREMIUM		
							Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)	Total Overtime Premium:
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	140.00			
No	Project Manager	\$40.00	\$70.00	\$69.17	\$69.17	250.00			
No	Senior Engineer/Planner	\$40.00	\$70.00	\$55.75	\$55.75	627.00			
No	Resident Engineer	\$40.00	\$70.00	\$47.33	\$47.33	5.00			
No	Project Engineer/Planner	\$25.00	\$60.00	\$39.83	\$39.83	230.00			
No	Staff Engineer/Planner	\$20.00	\$40.00	\$30.75	\$30.75	306.00			
No	Engineer/Accountant	\$20.00	\$60.00	\$33.50	\$33.50	150.00			
No	Senior Technical Specialist	\$25.00	\$60.00	\$40.83	\$40.83	65.00			
No	Technical Specialist	\$15.00	\$50.00	\$38.30	\$38.30	39.00			
No	Architect	\$30.00	\$70.00						
No	Really Specialists	\$20.00	\$70.00						
No	Intern	\$8.25	\$20.00	\$18.00	\$18.00	25.00			
No	Admin/Clerical	\$8.25	\$40.00	\$26.00	\$26.00	20.00			

Total Estimated Work Hours: 1,857.00  
 Average Hourly Rate: \$49.00  
 Total Direct Labor: \$90,993.00

Contract No.: I-17-4303

Consultant: Gannett Fleming, Inc.

Date: 3/12/2019

<b>Tollway Classification</b>	<b>Consultant Classification (specific to each company)</b>	<b>Consultant Employee Name (SEE NOTE 1 TO RIGHT)</b>	<b>Range per Hour</b>
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	Jason Loo	
	Engineer VII	D. David Moses	
Senior Engineer/Planner	Engineer VI	John Leary	\$40 - \$70
	Engineer VI	James Outlaw	
	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	Bryan Crader	
	Engineer IV	Samaan Issa	
	Engineer IV	Octavio Lopez	
Staff Engineer/Planner	Engineer I/II	Domantas Darckus	\$20 - \$40
	Engineer I/II	Joshua Starzyk	
Engineer /Accountant	Engineer III	Emma Kay	\$20 - \$60
Senior Technical Specialist	CADD Technician III	Raymond Davis	\$25 - \$60
	CADD Technician III	Eugenie Panganiban	

Contract No.: I-17-4303

Consultant: Gannett Fleming, Inc.

Date: 3/12/2019

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
	CADD Technician III	Marinela Reglos	
	Arch/Eng Technicain III	C. Edward Dersch	
	Arch/Eng Technicain III	Laura Mueller	
Technical Specialist	Arch/Eng Technicain II	Michael Kacmarek	\$15 - \$50
	Arch/Eng Technicain II	Igor Kalinin	
	Inspector II	Thomas Barrett	
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	





## ALLOWABLE DIRECT COSTS

09.12.2018

Effective for contracts awarded on or after August 1, 2018, the following costs are allowable when requested by the Tollway and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (up to State rate maximum)
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost
Air Fare	Coach Rate with 2 weeks advance purchase with ISTHA approval
<b>Vehicles</b>	
Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Vehicle Rental (including tolls)	Actual cost up to \$55/day
Vehicle Owned or Leased (does not include personal vehicles, not owned by the company) (includes tolls)	\$65/full day, \$32.50/half day (4 hours or less)
<b>Parking</b>	Actual Cost
Tolls (Personal Vehicles only)	Actual Cost
Overtime	Premium portion
Shift Differential	Actual cost (based on firm's policy)
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$450.00/Mo)
Monuments – Permanent	Actual Cost
Advertisements	Actual Cost
2-way Radio	Actual cost (Survey or Phase III only)
Telephone Usage	Actual Cost (Traffic System Monitoring Only)
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography, mapping and drone usage	Actual Cost
Utility exploratory trenching	Actual Cost

## **ALLOWABLE DIRECT COSTS**

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

## ALLOWABLE DIRECT COSTS

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

\*\*Extended Stay Status applies to individuals on the project over 20 Consecutive working days. The decision whether individuals will stay over the weekend will be made after the Contractor's schedule is available and shall be made jointly by the Consultant Liaison and the Tollway project manager.

### NOTES:

- For CM contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CM Manual allowance.

Contract No.: I-17-4303

Consultant: Gannett Fleming, 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: Ross Anderson, PE

Classification: QA/QC

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

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

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

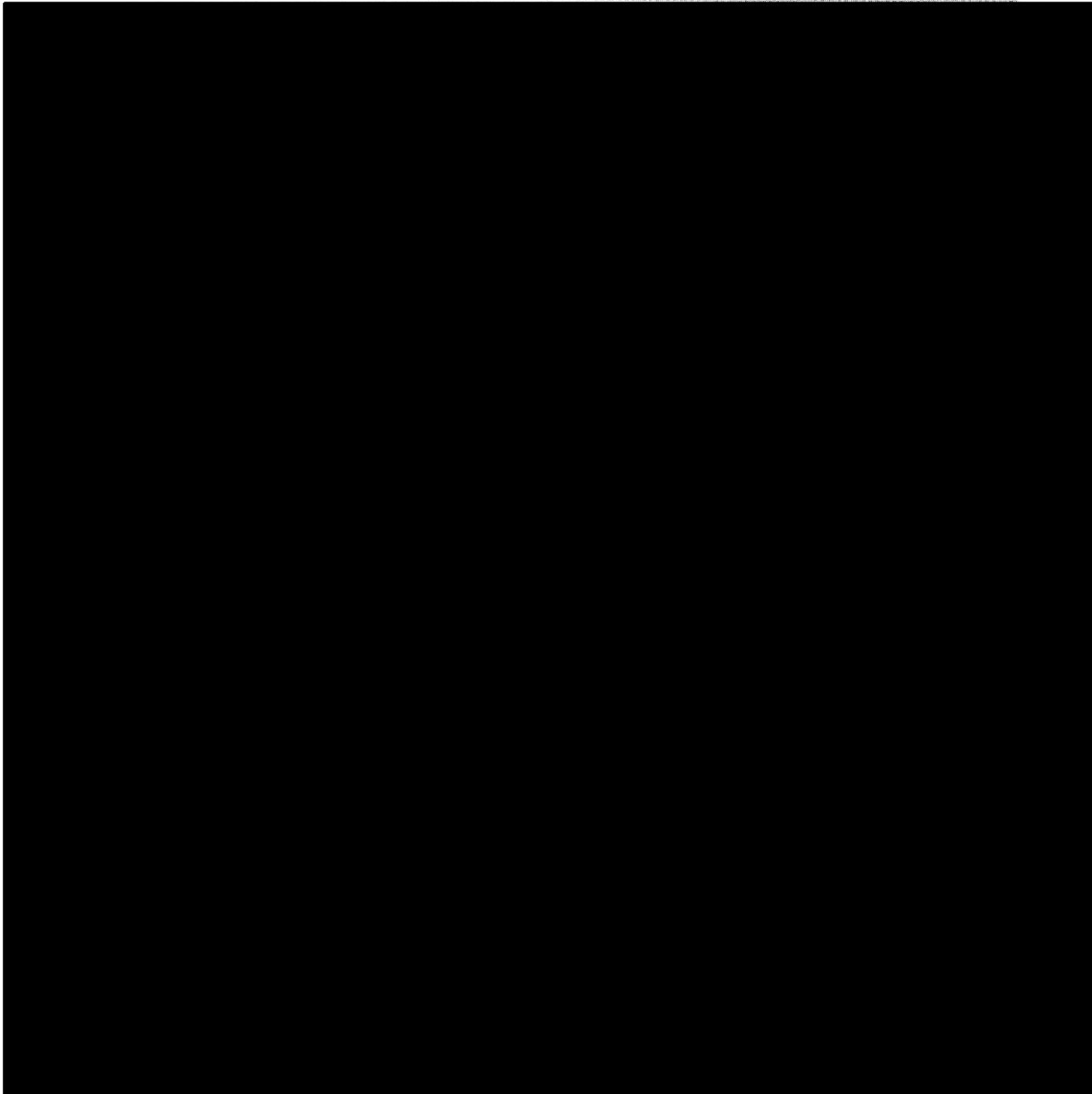
Classification: \_\_\_\_\_

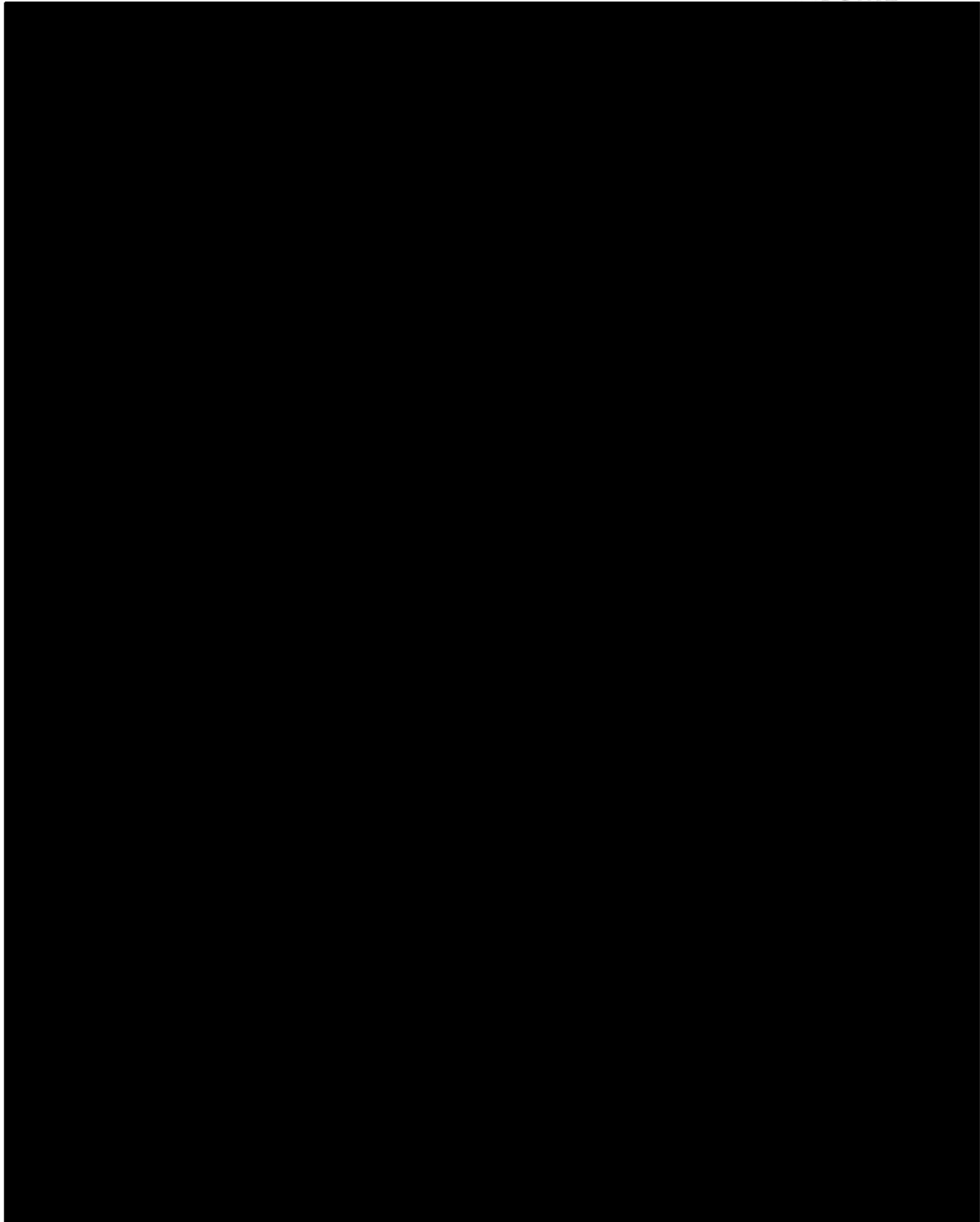
Name: \_\_\_\_\_

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

**Daniel Filice, PE, SE**

**Project Manager**

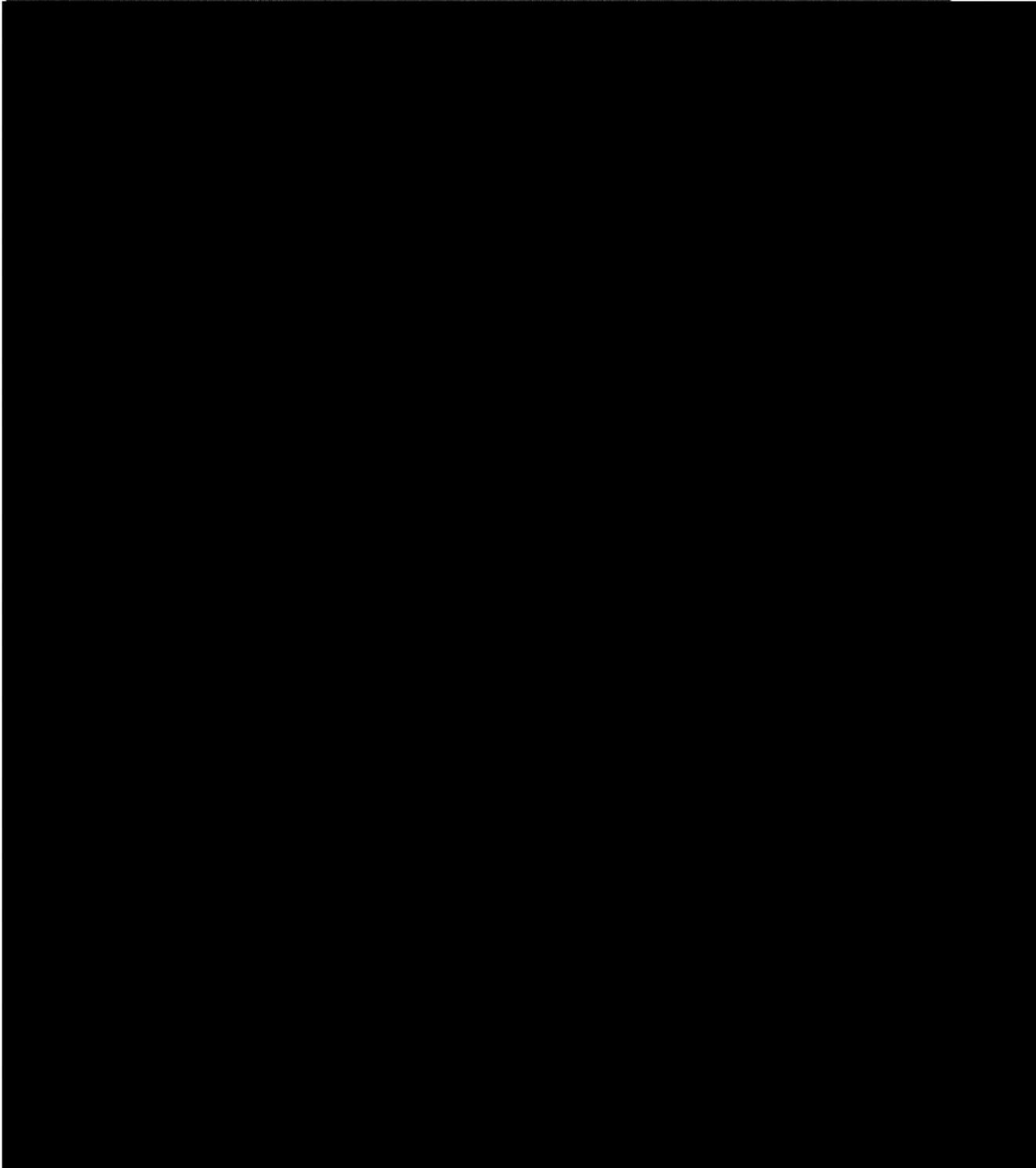


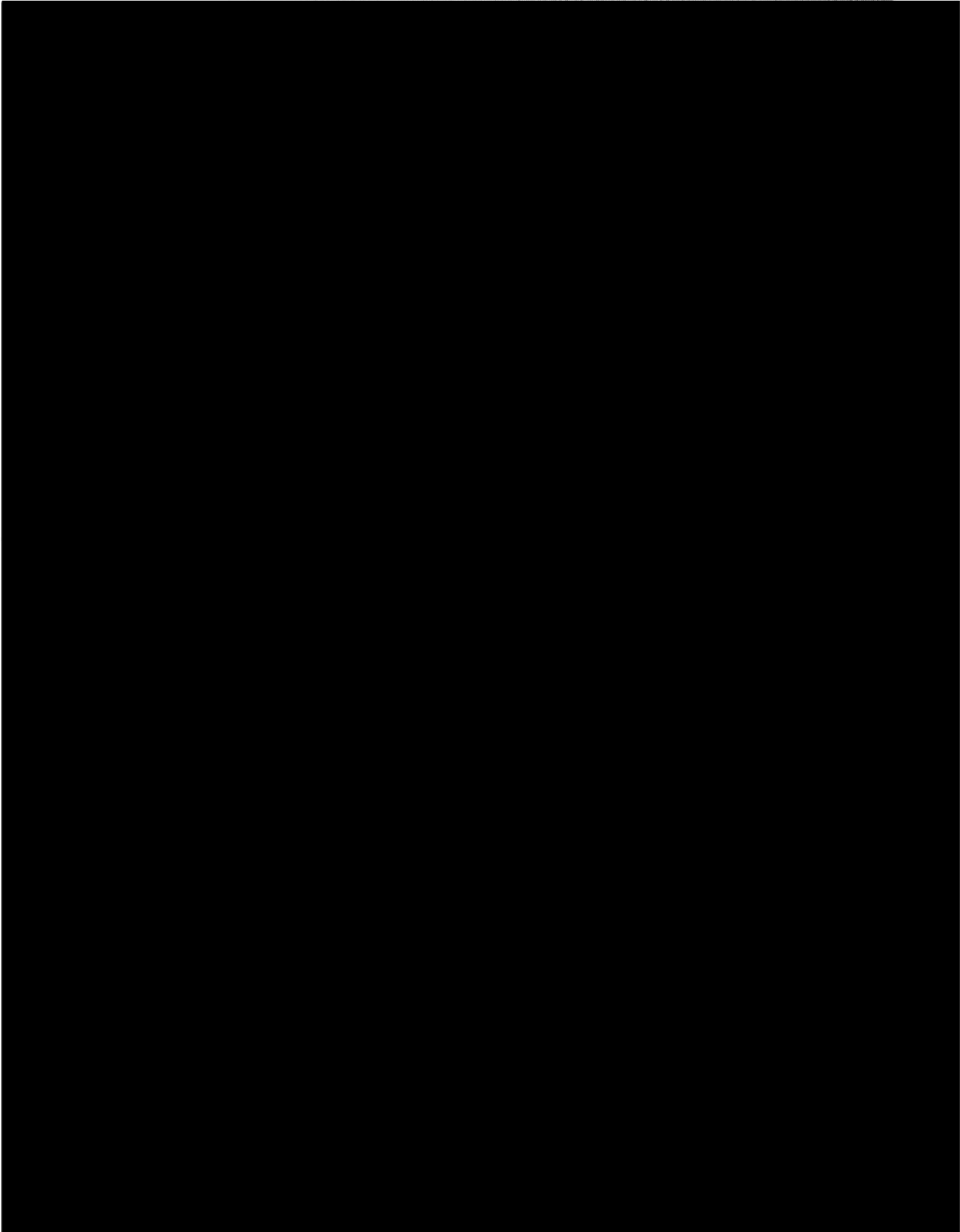




*Excellence Delivered As Promised*

**James Daum, PE**





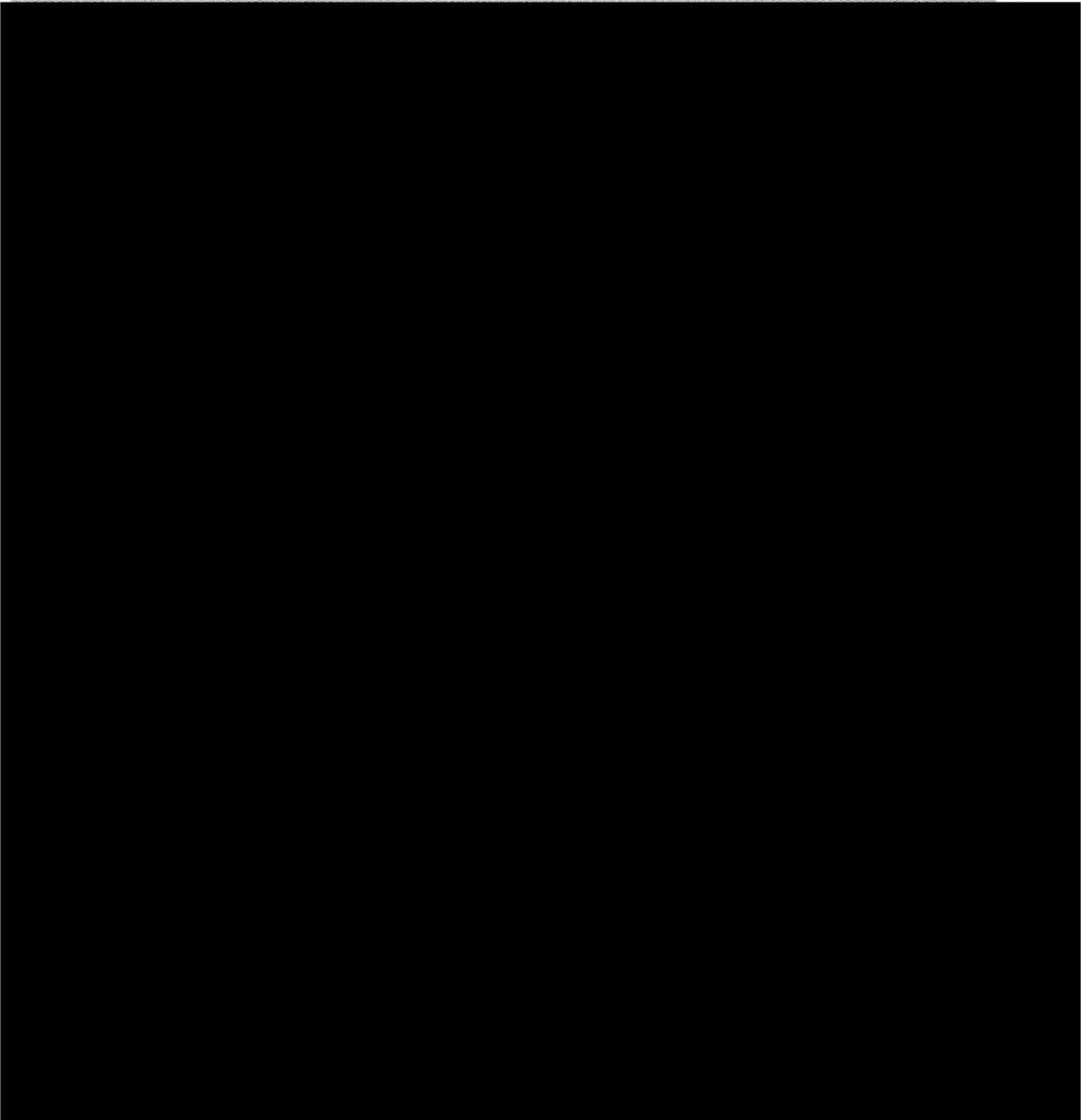


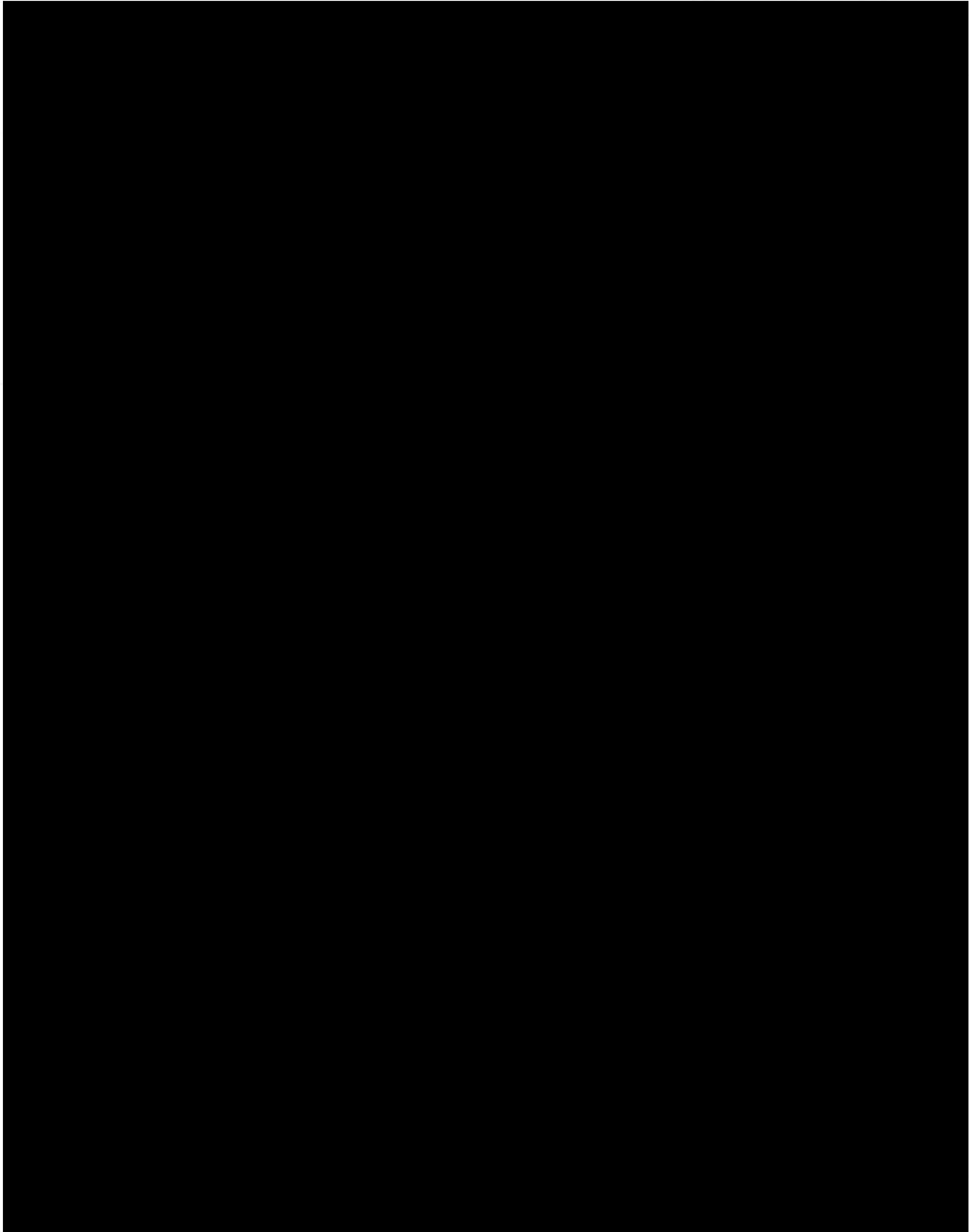


*Excellence Delivered As Promised*

**D. David Moses, PE**

**Project Manager**



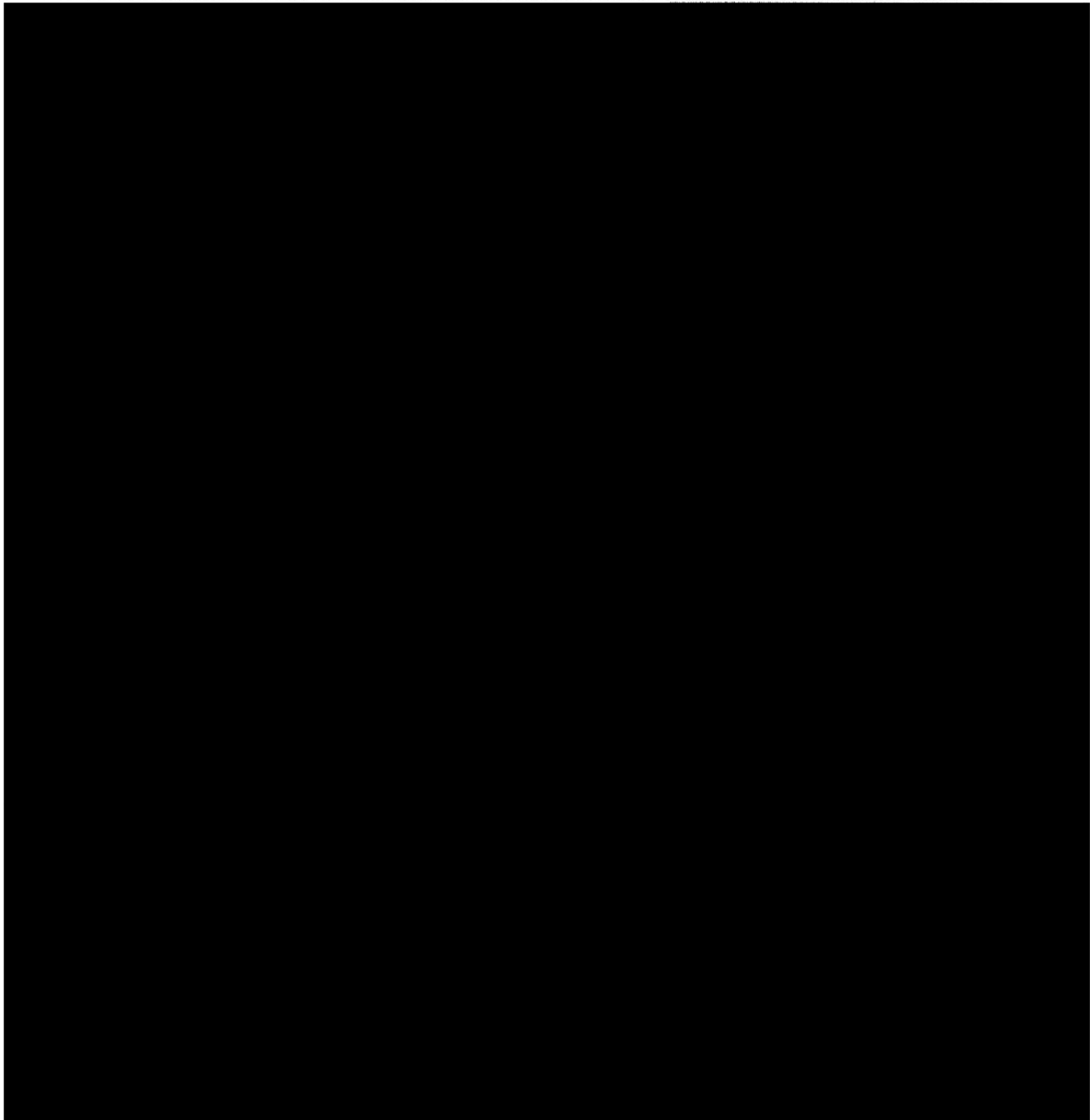


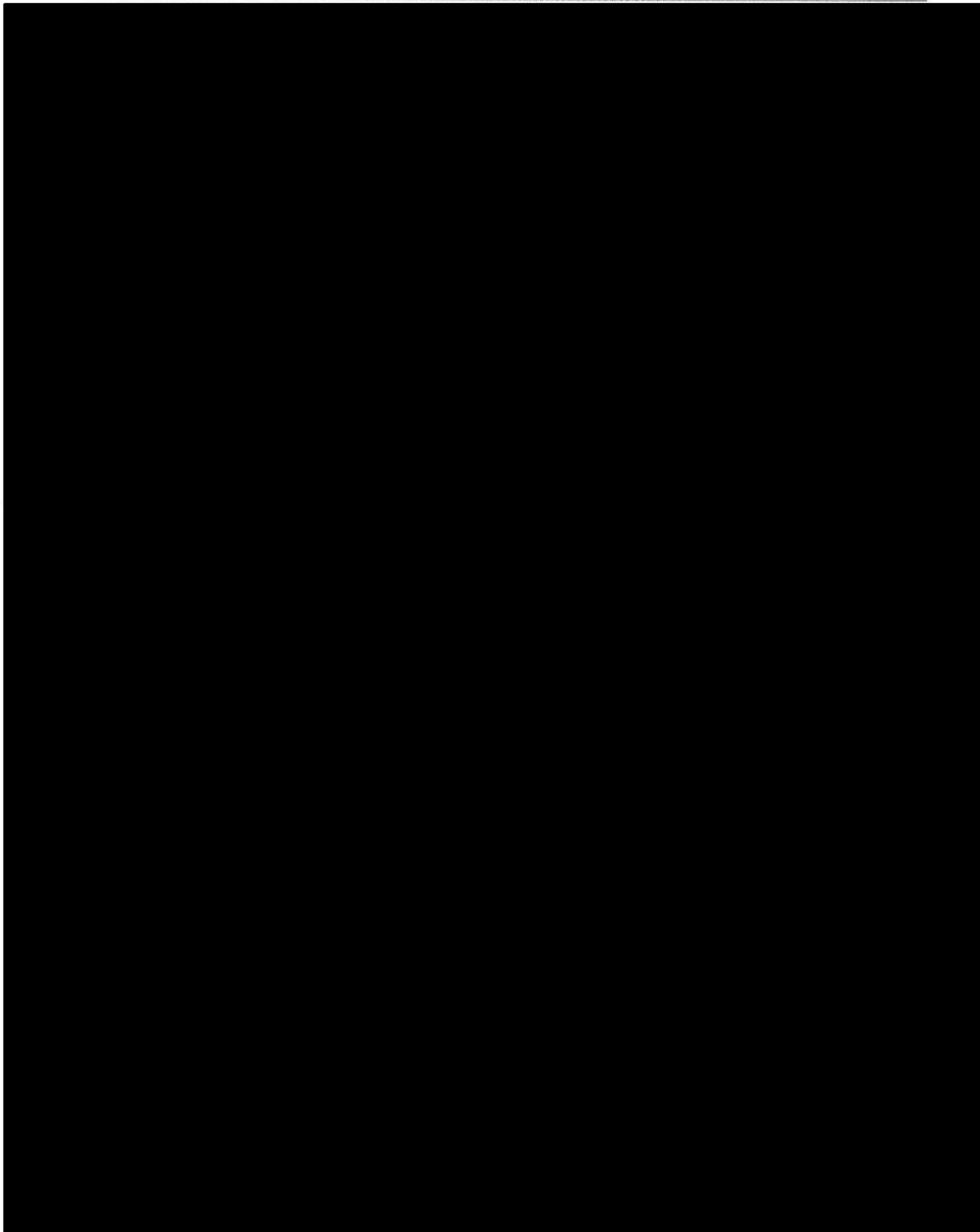


*Excellence Delivered As Promised*

**Robert Rose, PE**

**Project Civil Engineer**



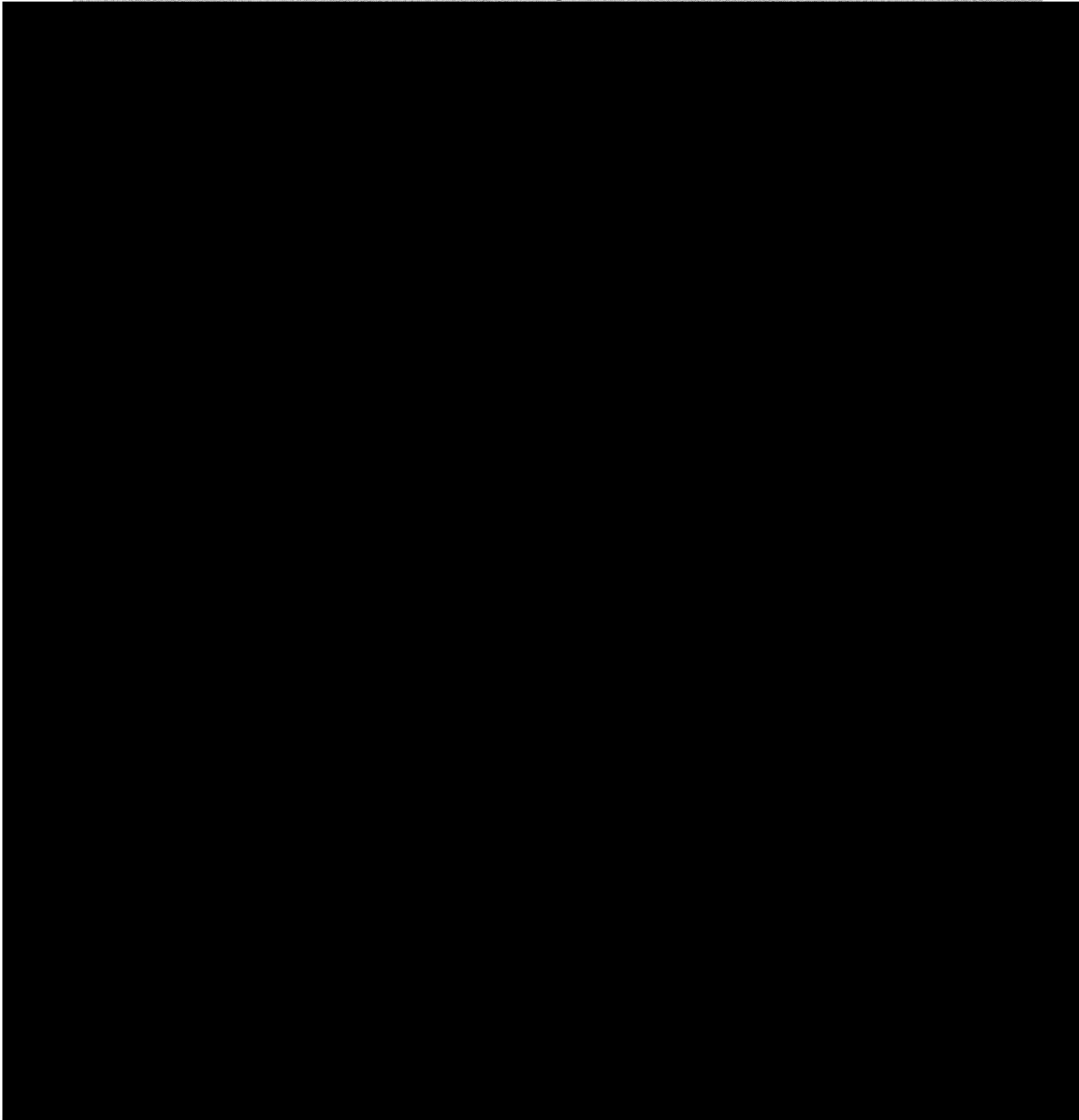




*Excellence Delivered As Promised*

**Ross Anderson, PE**

**QA/QC**



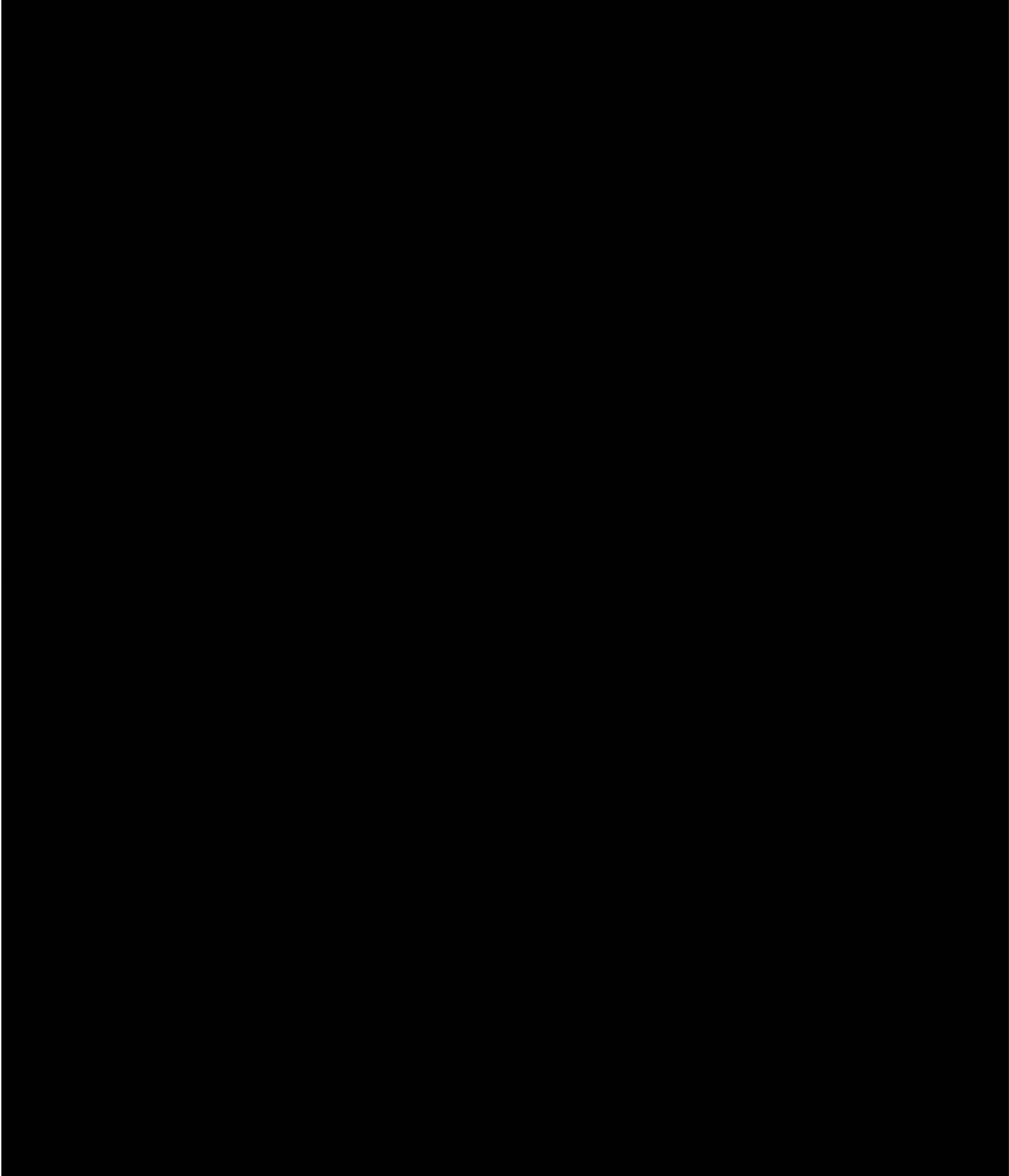


EXHIBIT G

Contract No. I-17-4303

Gannett Fleming, Inc.

CURRENT OBLIGATIONS FOR PROJECT

CURRENT & PENDING CONTRACTS & BIDS

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
D-91-185-09 PTB 152-004	I-80 from Grundy County Line to US 30	\$4,943,821	\$325,300	12/31/2019
C-91-316-13 PTB 168-012	Circle Interchange Phase III	\$5,122,370	\$19,700	1/31/2019
D-91-012-13 PTB 165-008	US 20 at IL 59	\$1,445,502	\$42,200	3/31/2019
I-14-4190 PSB 14-1 Item 5	I-90, Roadway, Retaining Wall and Bridge Reconstruction and Widening, West of Higgins Road to Roselle Road Tri-State Tollway, Bridge	\$2,822,242	\$110,000	6/30/2019
RR-14-4222 PSB 14-3, Item 2	Rehabilitation/ Reconstruction, Burlington Northern Santa Fe (BNSF) Railroad Bridge (MP 26.6)	\$6,891,122	\$624,000	12/31/2019
RR-16-4254 PSB 16-1, Item 7	I-88, Roadway and Bridge Rehabilitation, Design, MP 91.41 (Annie Glidden Rd) to MP 113.3 (IL 56) Phase II Engineering	\$2,145,681	\$19,600	3/31/2019
I-17-4303 PSB 17-3, Item 8	Tri-State Tollway, Roadway Reconstruction and Bridge Rehabilitation, O'Hare Oasis (MP 37.0) to Balmoral Avenue (MP 40.0)	\$7,670,000	\$305,000	11/30/2022
C-91-337-14 PTB 188-008	I-90 (Kennedy Expressway): I-190 to IL 43 (Harlem) Phase III	\$5,473,570	\$4,730,000	12/31/2020
D-93-079-18 PTB 188-018	I-180 over Illinois River <i>Subconsultant to B&amp;MCD</i>	\$108,773	\$108,773	12/31/2019
C-91-190-14	I-290/Congress Parkway EB Ramps to NB I-90/94 Subconsultant to Tecma	\$299,943	\$299,943	5/31/2021
RR-18-4377 PTB 18-2, Item 7	Systemwide, Maintenance Facilities, Construction Management Services Upon Request <i>Subconsultant to Ardmore Roderick</i>	\$325,000	\$325,000	12/31/2019

EXHIBIT G

Contract No. I-17-4303

Gannett Fleming, 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
D-91-185-09 PTB 152-004	I-80 from Grundy County Line to US 30	\$4,943,821	\$325,300	12/31/2019
C-91-316-13 PTB 168-012	Circle Interchange Phase III	\$5,122,370	\$19,700	1/31/2019
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I-14-4190 PSB 14-1 Item 5	I-90, Roadway, Retaining Wall and Bridge Reconstruction and Widening, West of Higgins Road to Roselle Road Tri-State Tollway, Bridge	\$2,822,242	\$110,000	6/30/2019
RR-14-4222 PSB 14-3, Item 2	Rehabilitation/ Reconstruction, Burlington Northern Santa Fe (BNSF) Railroad Bridge (MP 26.6)	\$6,891,122	\$624,000	12/31/2019
RR-16-4254 PSB 16-1, Item 7	I-88, Roadway and Bridge Rehabilitation, Design, MP 91.41 (Annie Glidden Rd) to MP 113.3 (IL 56) Phase II Engineering	\$2,145,681	\$19,600	3/31/2019
I-17-4303 PSB 17-3, Item 8	Tri-State Tollway, Roadway Reconstruction and Bridge Rehabilitation, O'Hare Oasis (MP 37.0) to Balmoral Avenue (MP 40.0)	\$7,670,000	\$305,000	11/30/2022
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C-91-190-14	I-290/Congress Parkway EB Ramps to NB I-90/94 Subconsultant to Tecma	\$299,943	\$299,943	5/31/2021
RR-18-4377 PTB 18-2, Item 7	Systemwide, Maintenance Facilities, Construction Management Services Upon Request Subconsultant to Ardmore Roderick	\$325,000	\$325,000	12/31/2019



**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

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				
	Direct Labor			
	Direct Costs	\$	-	
	Services by Others	\$	-	
	Additional Services **			
	Total this Subconsultant (ULC)	\$	-	
2				
	Direct Labor	\$	-	
	Direct Costs	\$	-	
	Services by Others	\$	-	
	Additional Services **			
	Total this Subconsultant (ULC)	\$	-	
3				
	Direct Labor	\$	-	
	Direct Costs	\$	-	
	Services by Others	\$	-	
	Additional Services **	\$	-	
	Total this Subconsultant (ULC)	\$	-	
4				
	Direct Labor	\$	-	
	Direct Costs	\$	-	
	Services by Others	\$	-	
	Additional Services **	\$	-	
	Total this Subconsultant (ULC)	\$	-	
5				
	Direct Labor	\$	-	
	Direct Costs	\$	-	
	Services by Others	\$	-	
	Additional Services **	\$	-	
	Total this Subconsultant (ULC)	\$	-	

6				
	Direct Labor			
	Direct Costs	\$	-	
	Services by Others	\$	-	
	Additional Services **	\$	-	
	Total this Subconsultant (ULC)	\$	-	
7				
	Direct Labor	\$	-	
	Direct Costs	\$	-	
	Services by Others	\$	-	
	Additional Services **	\$	-	
	Total this Subconsultant (ULC)	\$	-	
8				
	Direct Labor	\$	-	
	Direct Costs	\$	-	
	Services by Others	\$	-	
	Additional Services **	\$	-	
	Total this Subconsultant (ULC)	\$	-	
9				
	Direct Labor	\$	-	
	Direct Costs	\$	-	
	Services by Others	\$	-	
	Additional Services **	\$	-	
	Total this Subconsultant (ULC)	\$	-	
10				
	Direct Labor	\$	-	
	Direct Costs	\$	-	
	Services by Others	\$	-	
	Additional Services **	\$	-	
	Total this Subconsultant (ULC)	\$	-	

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

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

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

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

# Contract Information Sheet

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

Consultant Name: Christopher B. Burke Engineering, Ltd.

Contract Number: I-17-4303

Proposal Date: 3/12/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-17-4303

Consultant: Christopher B. Burke Engineering, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												Grand Total Exhibit A Hours	TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
AES Verification																	
Phase II				997	125	125											1247
Meetings/Coordination/ Admin				53	6	6											65
<b>TOTALS</b>				1050	131	131											1312

Contract No.: I-17-4303

Consultant: Christopher B. Burke Engineering, Ltd.

**EXHIBIT B: FEE CALCULATIONS**

**A. DIRECT LABOR (without overtime)**

$$\begin{array}{r} \underline{1,312.00} \\ \text{(Total Work Hours} \\ \text{from Exhibit C-2)} \end{array} \times \begin{array}{r} \$ \quad 49.00 \\ \text{(Average Hourly} \\ \text{Rate from Exhibit} \\ \text{C-2)} \end{array} = \text{TOTAL DIRECT SALARY } \$ \underline{64,288.00}$$

Multiplier to be used on this project: 2.80  
Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)

**DIRECT REGULAR SALARY TIMES MULTIPLIER** \$ 180,006.40

**B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT**

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \_\_\_\_\_

**C. SERVICES BY OTHERS**

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ \_\_\_\_\_

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) \$ \_\_\_\_\_

TOTAL SERVICES BY OTHERS \$ \_\_\_\_\_

**D. ADDITIONAL SERVICES (Prime Consultant)**

\_\_\_\_\_  
(Requires prior authorization before use)

**ADDITIONAL SERVICES (Subconsultants)**

\_\_\_\_\_  
(Requires prior authorization before use)

TOTAL ADDITIONAL SERVICES \$ \_\_\_\_\_  
(Requires prior authorization before use)

**E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)**

\$ 180,006.40

Contract No.: I-17-4303 Consultant: Christopher B. Burke Engineering, Ltd.

Date: 3/12/2019

**EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE**

CONTRACT TERM: 3 No. OF MONTHS  
 SCHEDULED START DATE: 4/1/2019  
 RAISE DATE: 6/30/2019  
 PERCENT OF RAISE: 0%

**ESCALATION PER YEAR Year 1 through 5**

4/1/2019	-	6/30/2019	-	-	-
Date		Date		Date	Date
3.0		3.0		3.0	3.0
100.00%					
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
3.0	3.0	3.0	3.0	3.0	3.0
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

Date: 3/12/2019

Consultant: Christopher B. Burke Engineering, Ltd.

Escalation Factor: 100.00%  
(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES															
Classification Eligible for Premium Overtime?	Tollway Classification					Escalated Average Hourly Rate for Classification (See Note A to Right)				Total Estimated Work Hours:		Average Premium O/T Hourly Rate:		Total Overtime Premium:	
	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)	Total Estimated O/T Hours:	Average Premium O/T Hourly Rate:	Total Overtime Premium:					
No	\$50.00	\$70.00	\$70.00	\$70.00	101.00			1,312.00	\$49.00	\$64,288.00					
No	\$40.00	\$70.00	\$65.60	\$65.60	250.00										
No	\$40.00	\$70.00	\$53.20	\$53.20	251.00										
No	\$40.00	\$70.00	\$44.80	\$44.80	250.00										
No	\$25.00	\$60.00	\$44.80	\$44.80	250.00										
No	\$20.00	\$40.00	\$44.80	\$44.80	250.00										
No	\$20.00	\$40.00	\$31.64	\$31.64	250.00										
No	\$25.00	\$60.00	\$45.25	\$45.25	100.00										
No	\$15.00	\$50.00	\$35.50	\$35.50	100.00										
No	\$30.00	\$70.00	\$52.50	\$52.50	1.00										
No	\$20.00	\$70.00	\$15.00	\$15.00	4.00										
No	\$8.25	\$20.00	\$33.43	\$33.43	5.00										
No	\$8.25	\$40.00	\$33.43	\$33.43	5.00										

Contract No.: I-17-4303

Consultant: Christopher B. Burke Engineering, Ltd.

Date: 3/12/2019

EXHIBIT C-3

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour		
Principal	Engineer VII	Michael Kerr	\$50 - \$70		
		Jason Souden			
		Thomas Burke			
		William Crosson			
		Donald Dressel			
		Michael Matkovic			
		George M. Ziegler			
Project Manager	Engineer V	John Caruso	\$40 - \$70		
		Lee Fell			
		Peter Harmet			
		Jeffrey Julkowski			
		Patrick Kiely			
		Bryan Luke			
		Majid Mobasseri			
		Jonathan O'Connell			
		Val Racich			
		Gary Rozwadowski			
		Stephen Sugg			
		Bryan Welch			
		Kevin Wilson			
		Martin Worman			
			Environmental Res Spec V	Jedd Anderson	
				Julie Gangloff	
		Peter Knysz			
		Thomas McArdle			
	Survey V	John Murphy			
	Engineering Tech V	TBD			
Senior Engineer/Planner	Engineer IV	James Amelio	\$40 - \$70		
		Emily Anderson			
		Katrina Ballado			
		Kevin Baldwin			
		Jeffrey Barnett			
		Kevin Betke			
		David Buckley			
		Michael Cothard			
		Ilene Dailey			
		Anthony DeRicco			
		Jeana Gowin			
		Matthew Huffman			



Contract No.: I-17-4303

Consultant: Christopher B. Burke Engineering, Ltd.

Date: 3/12/2019

EXHIBIT C-3

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
		Elizabeth Jensen	
		Andrew Pufundt	
		Melissa McGhee	
		Michael Michalowicz	
		Frank Nemes	
		Donald Oliphant	
		Travis Parry	
		Matthew Rosa	
		Greg Sanders	
		Phil Santos	
		Luke Sherry	
		Amir Soltani	
	Survey IV	Kenneth Rasmussen	
	Enviromental Res Spec IV	Angela Force	
		Eric Japsen	
		Thomas Kehoe	
		Casey Perry	
	CADD Manager	Alexie Karavakis	
		Peter Magnelli	
		Paul Najarro Jr.	
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Engineer III	Paula Andrews	\$25 - \$60
		Miros Antas	
		James Barbee	
		Michael Burke	
		Penelope Burke	
		Christopher Faust	
		Bobby Gunnells	
		David Kleinwachter	
		John LaPaglia	
		Ryan Lindeman	
		Kristen Marquie	
		Nicholas Morel	
		Alex Schaefer	
		William Schultz	
		Mark Thomas	
		Tracy Wais	

Contract No.: I-17-4303

Consultant: Christopher B. Burke Engineering, Ltd.

Date: 3/12/2019

EXHIBIT C-3

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
		Jeffrey Williams	
		Muhammad Younus	
	Survey III	Brian Gillett	
		James Schmieder	
Staff Engineer/Planner			\$20 - \$40
Engineer /Accountant	Engineer I/II	Ryan Billings	\$20 - \$60
		Edmund Burke	
		Dena Delpazir	
		Ryan Duffy	
		Michael Gratzke	
		Richard Jezierny	
		Douglas Kerr	
		Brian Kuilbus	
		William Loftus	
		Fancisco Martinez	
		John Miller	
		Danile O'Connell	
		Andrea Pizzo	
		Daniel Schroeder	
		Matthew Slawitschek	
		Joshua Sitrick	
		Jessica Taskila	
		Joseph Wilk	
Senior Technical Specialist	Engineering Technician IV	Gerald Hennelly	\$25 - \$60
		Thomas Szabo	
	Assistant CADD Manager	TBD	
	CADD Technician II	Fidel Bariso	
		Michael Goldenberg	
		Primo Razalan	
		Ella Sidorczuk	
		Eduardo Toda	
		Elmo Toda	
Technical Specialist	Environmental Res Spec. III	Megan Briggs	\$15 - \$50
		Candice Jacobs	
		Amber Kowal	
		Robert Sliwinski	
		Kurt Hansen	

Contract No.: I-17-4303

Consultant: Christopher B. Burke Engineering, Ltd.

Date: 3/12/2019

EXHIBIT C-3

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
	Environmental Res Spec. I/III	TBD	
	Engineering Technician III	TBD	
	Engineering Technician I/II	Howell-Lindgren, Nigel	
	GIS Specialist III	David Walters	
	GIS Specialist I/II	Matthew Hayes	
	Survey II	Robert Keller	
		Karl Schlenker	
		Martin Wiggins	
		Thomas Wilk	
	Survey I	Piotr Galecki	
		Alberto Torres	
		William Wilson	
		Kenneth Kopija	
Architect	Landscape Architect	<b>Douglas Gotham</b>	\$30 - \$70
Realty Specialists			\$20 - \$70
Intern	Engineering Intern	Joseph Lynch	\$8.25 - \$20
		Peter O'Neill	
		Abigail Peterson	
		Jacob Speelman	
		Christopher Troiani	
	Surveying Intern	TBD	
Admin/Clerical	Administrative	Paula Bassett	\$8.25 - \$40
		Julie Cahill	
		Heidi Cothard	
		Mercy Lamourt	
		Sharon Lennstrom	
		Kimberly Rocha	
		Mary Veit	



## ALLOWABLE DIRECT COSTS

**09.12.2018**

Effective for contracts awarded on or after August 1, 2018, the following costs are allowable when requested by the Tollway and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (up to State rate maximum)
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost
Air Fare	Coach Rate with 2 weeks advance purchase with ISTHA approval
<b>Vehicles</b>	
Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Vehicle Rental (including tolls)	Actual cost up to \$55/day
Vehicle Owned or Leased (does not include personal vehicles, not owned by the company) (includes tolls)	\$65/full day, \$32.50/half day (4 hours or less)
<b>Parking</b>	Actual Cost
Tolls (Personal Vehicles only)	Actual Cost
Overtime	Premium portion
Shift Differential	Actual cost (based on firm's policy)
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$450.00/Mo)
Monuments – Permanent	Actual Cost
Advertisements	Actual Cost
2-way Radio	Actual cost (Survey or Phase III only)
Telephone Usage	Actual Cost (Traffic System Monitoring Only)
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography, mapping and drone usage	Actual Cost
Utility exploratory trenching	Actual Cost

## ALLOWABLE DIRECT COSTS

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

## ALLOWABLE DIRECT COSTS

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

\*\*Extended Stay Status applies to individuals on the project over 20 Consecutive working days. The decision whether individuals will stay over the weekend will be made after the Contractor's schedule is available and shall be made jointly by the Consultant Liaison and the Tollway project manager.

### NOTES:

- For CM contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CM Manual allowance.

Contract No.: I-17-4303

Consultant: Christopher B. Burke Engineering, Ltd.

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** Michael Kerr, PE

**Project Manager:** Jason Souden, PE

**Project Drainage Engineer:** Jonathan O'Connell, PE

**Drainage Engineer:** Ilene Dailey, PE

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

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

**Environmental** Jedd Anderson, PWS, CWS, SPESC

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

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

**Others:** Name: John Caruso

Classification: QMP Lighting/ITS

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

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

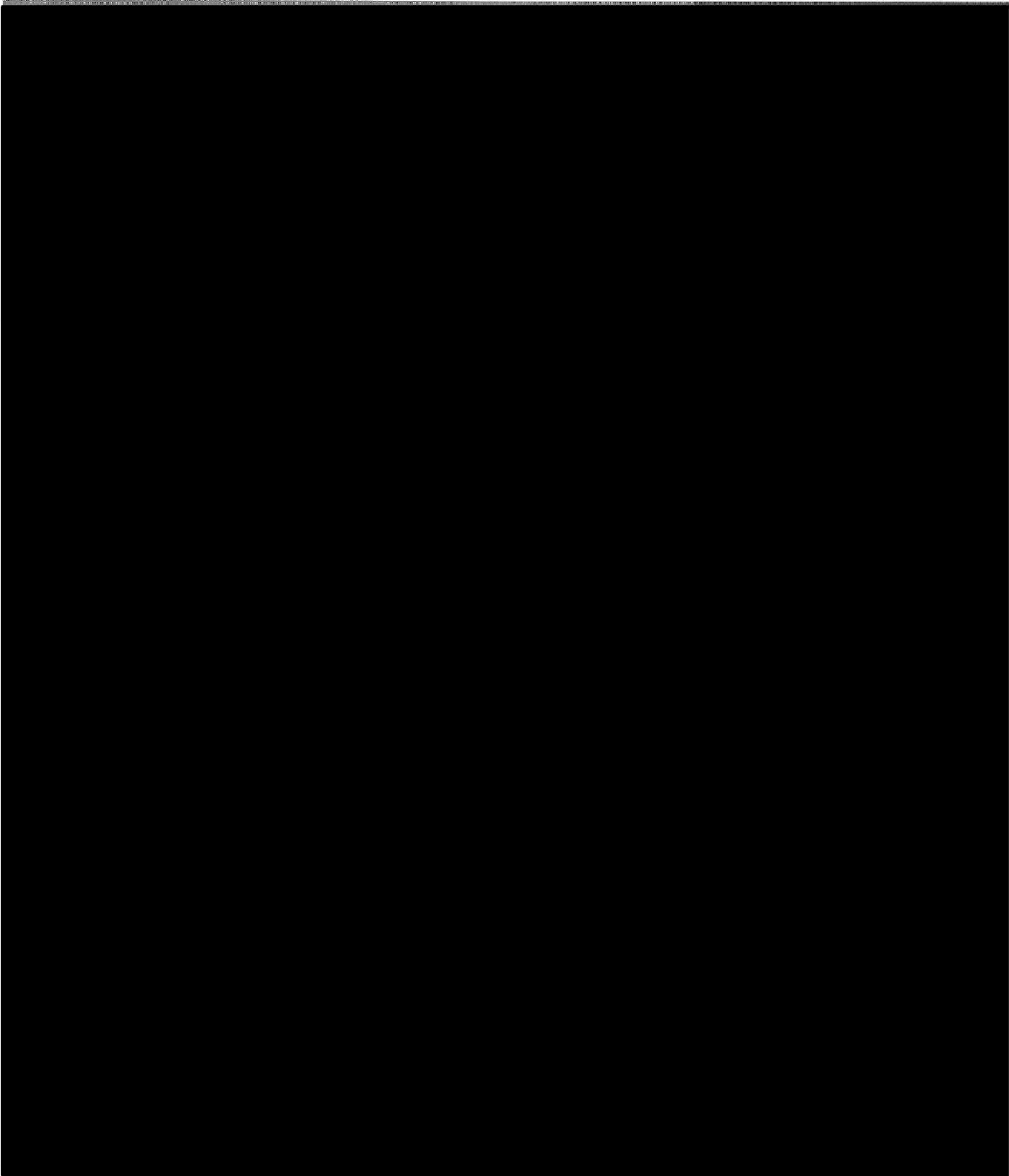
Name: \_\_\_\_\_

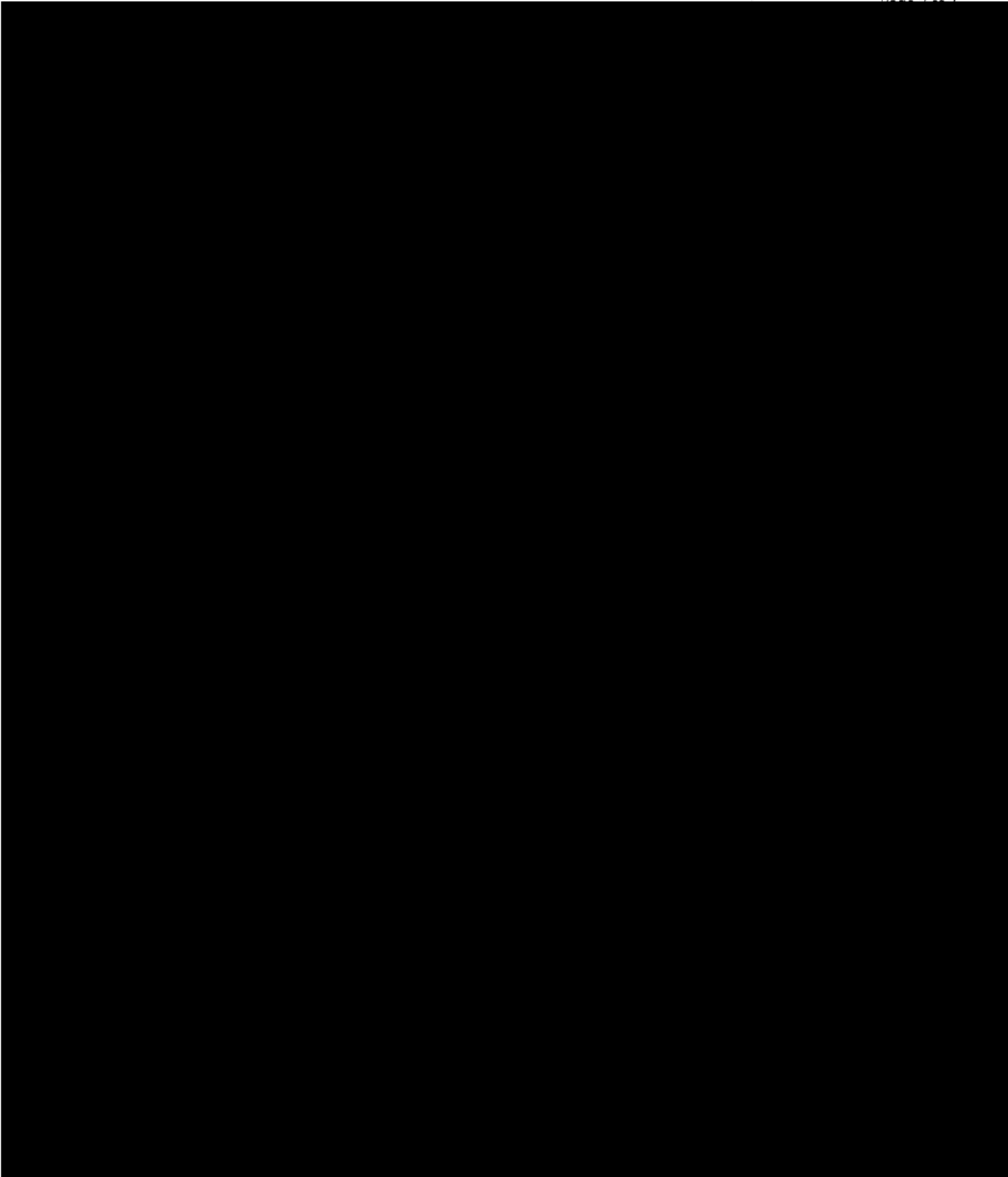
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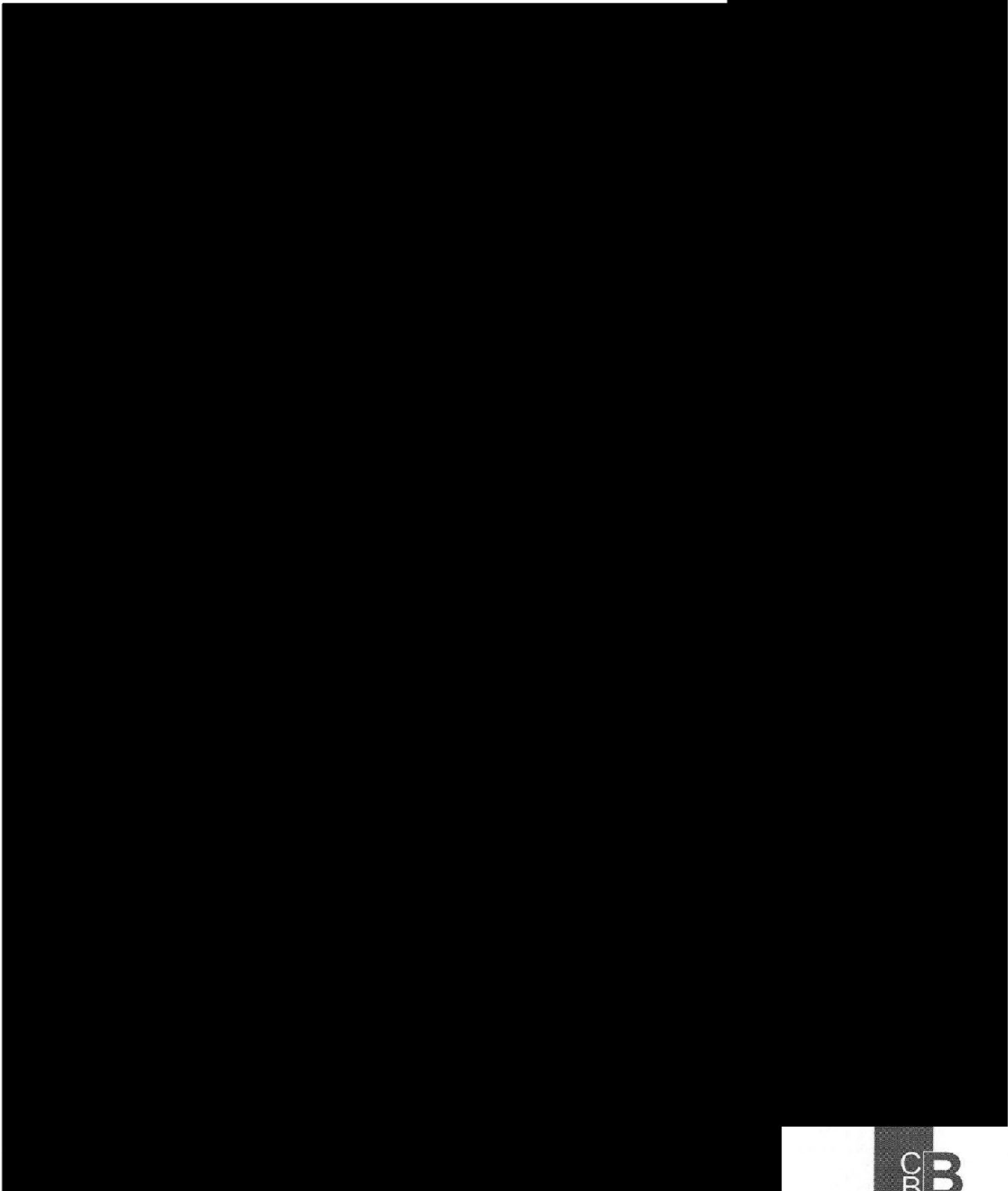
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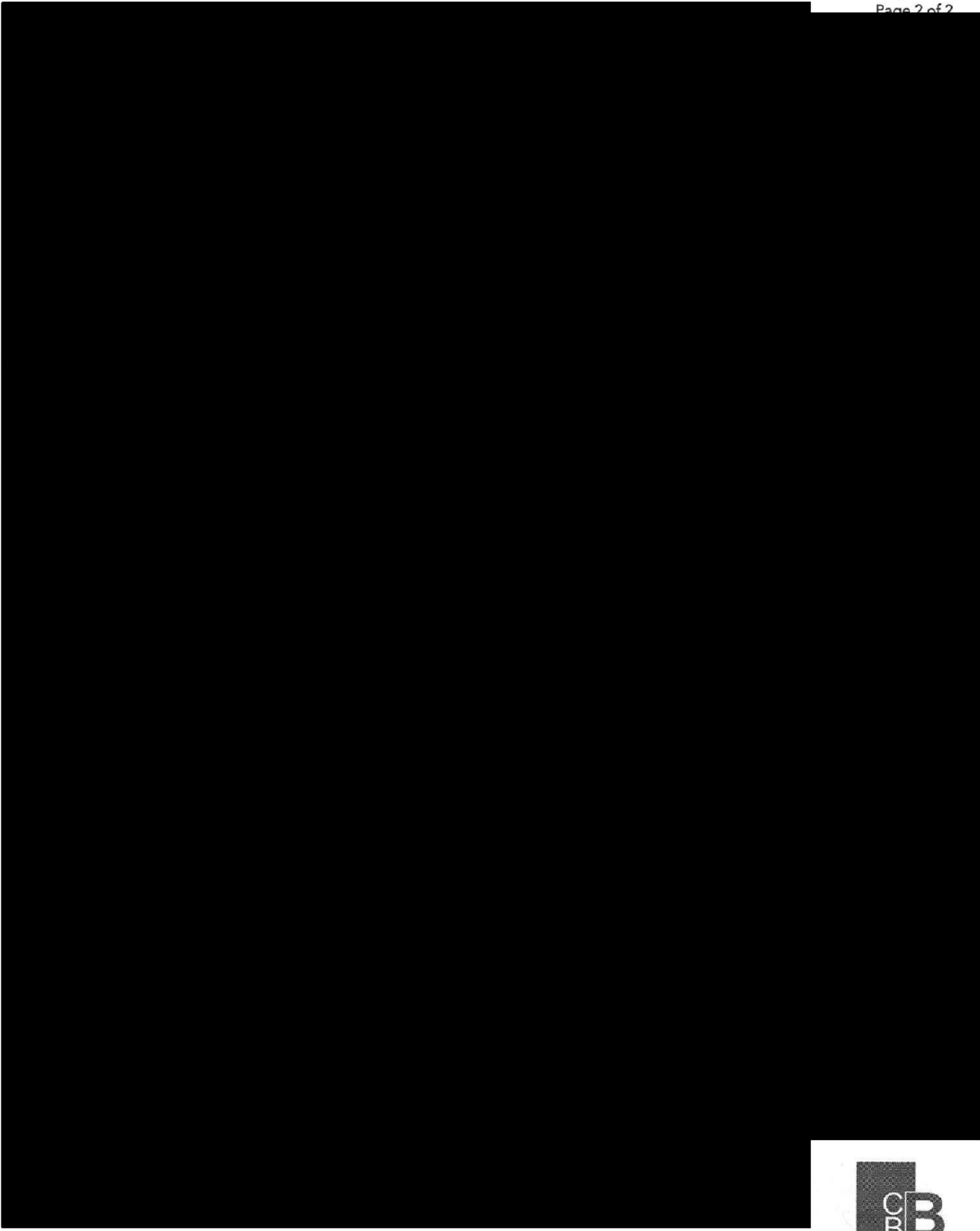
Classification: \_\_\_\_\_

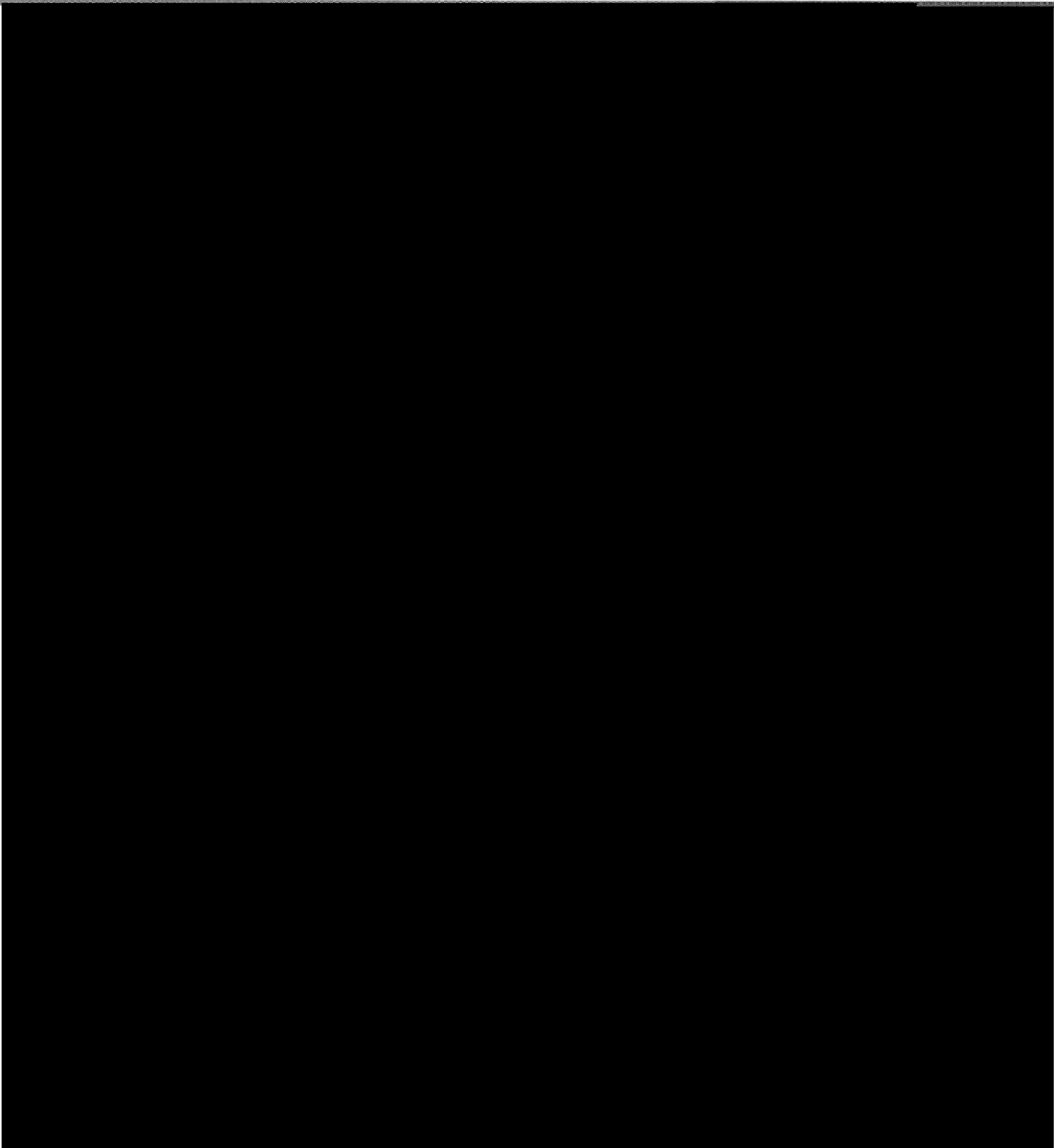


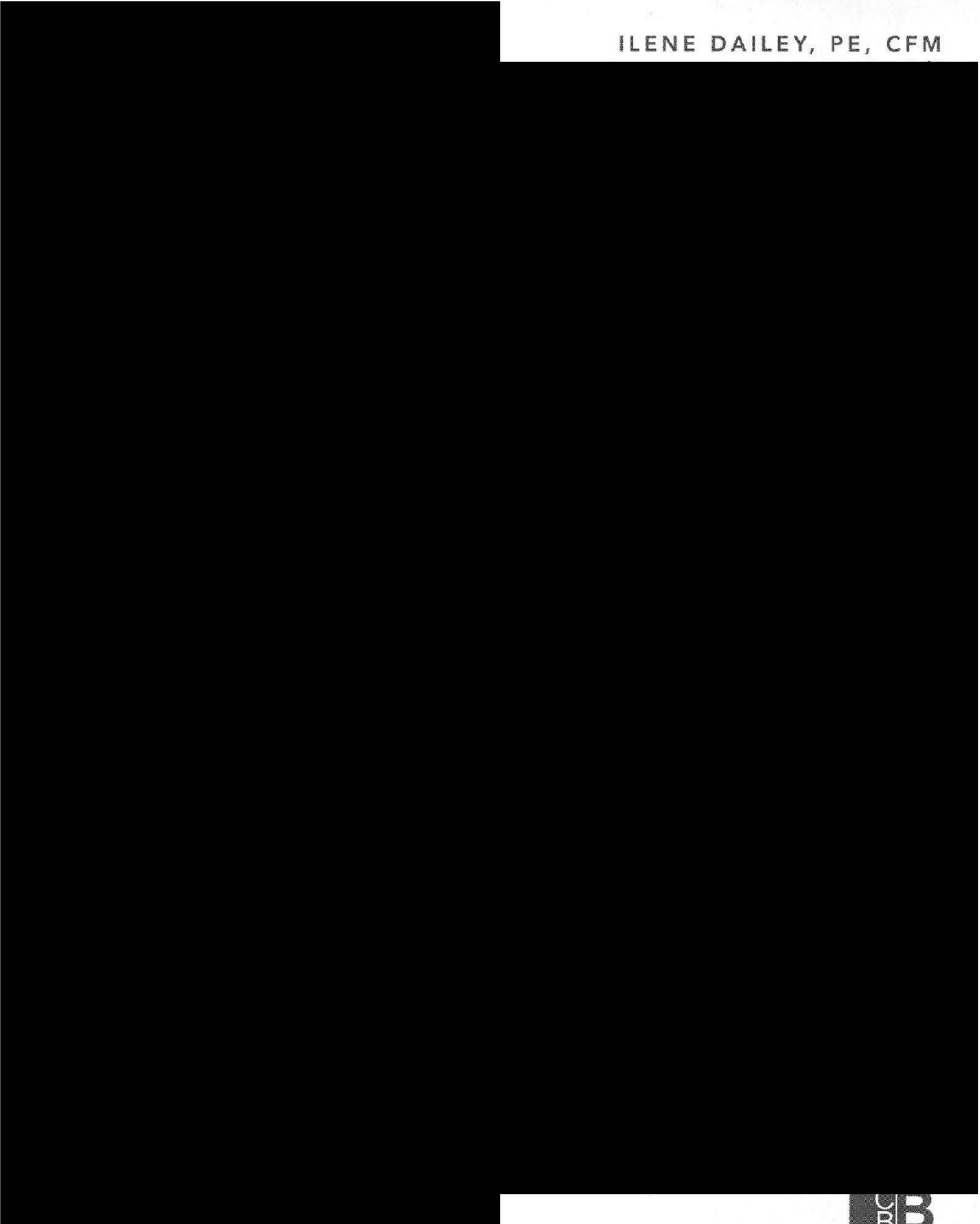


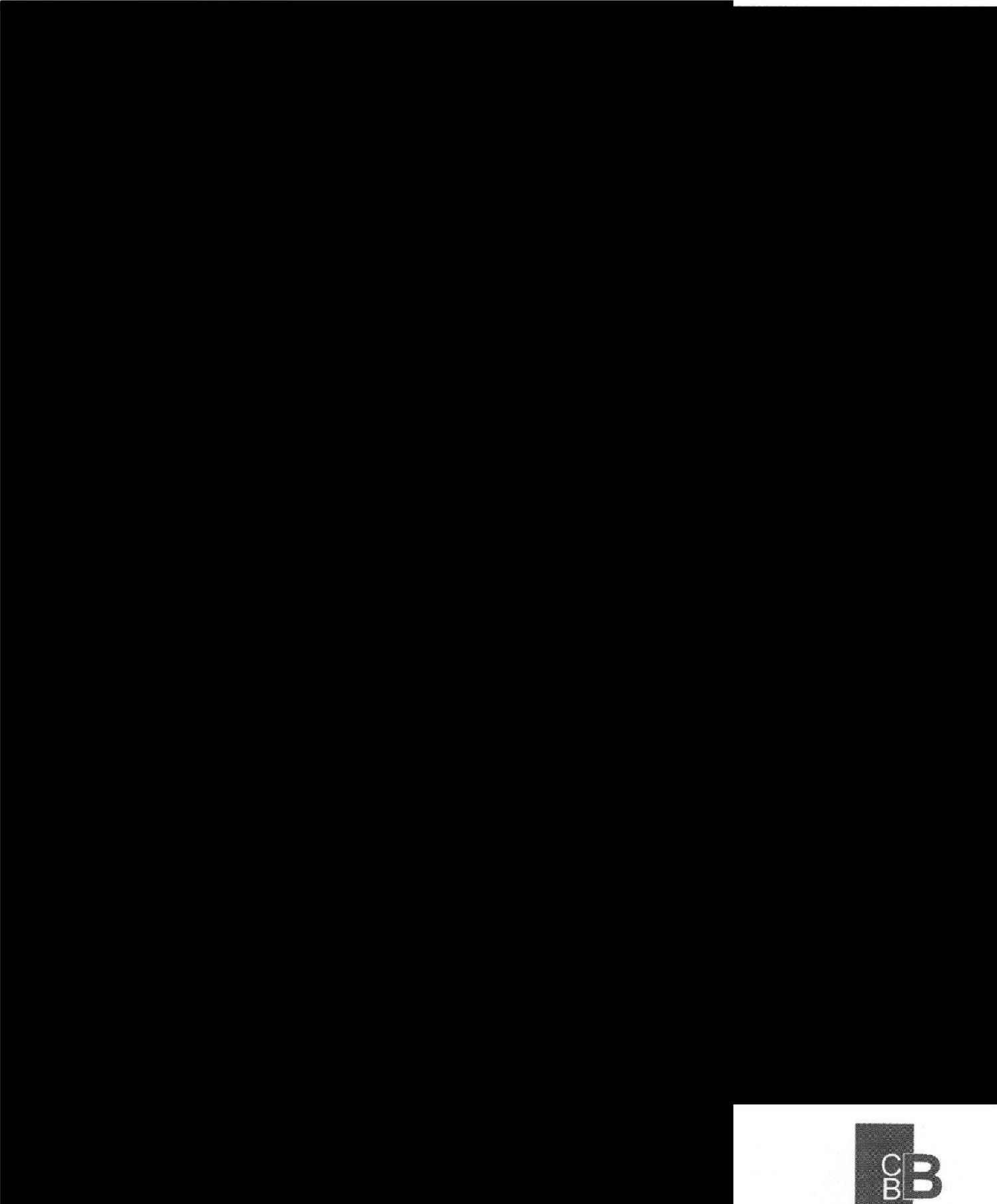


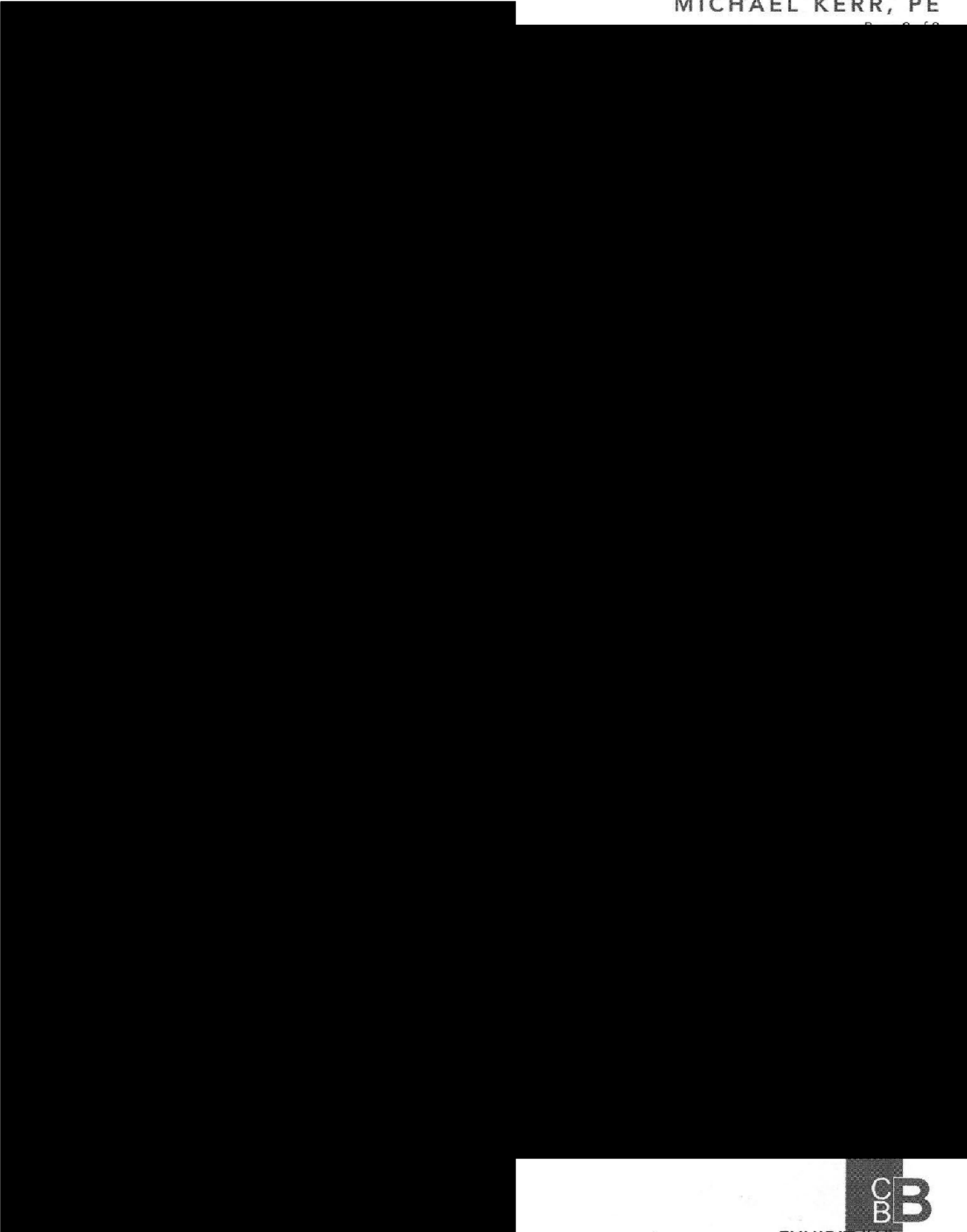




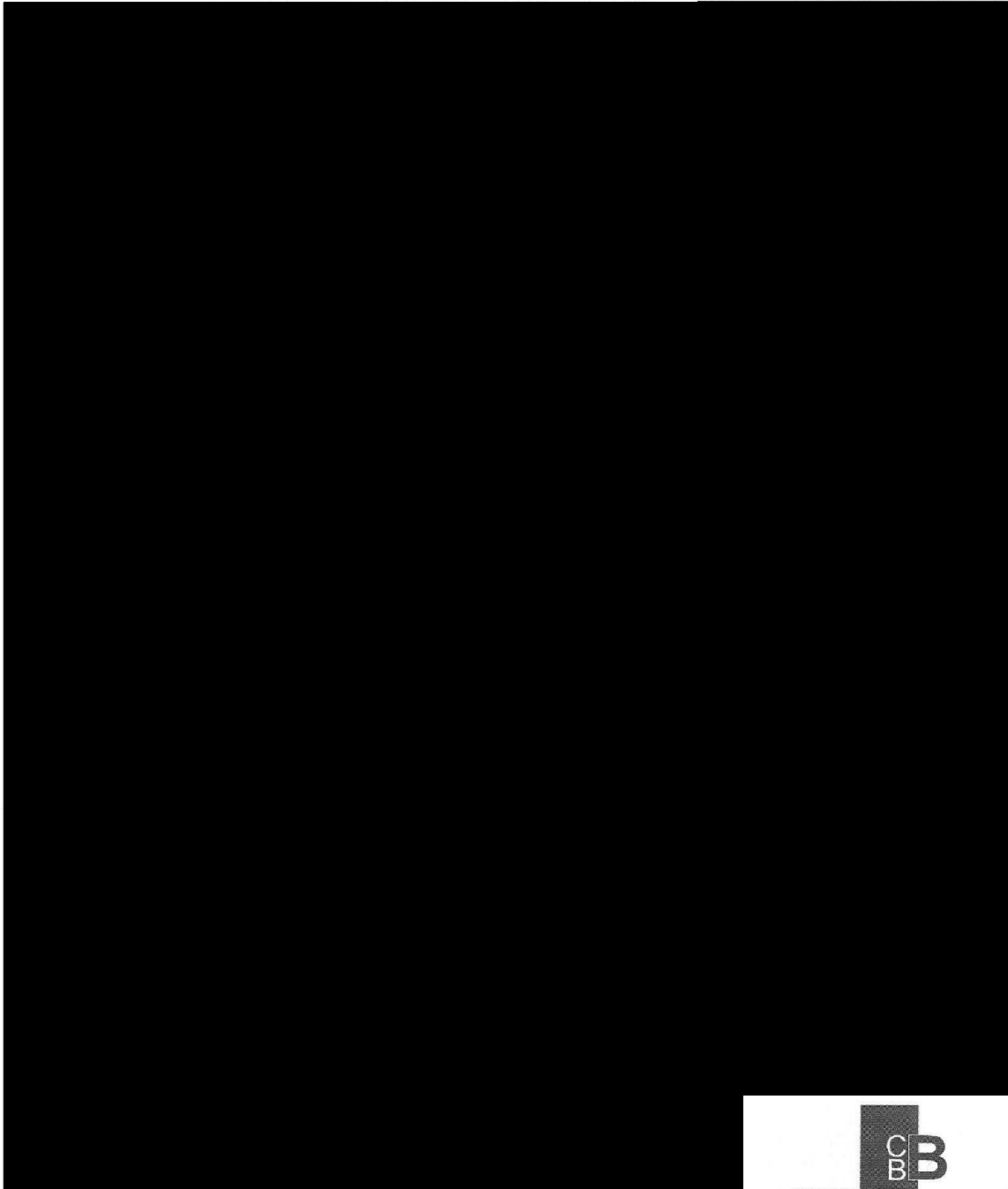


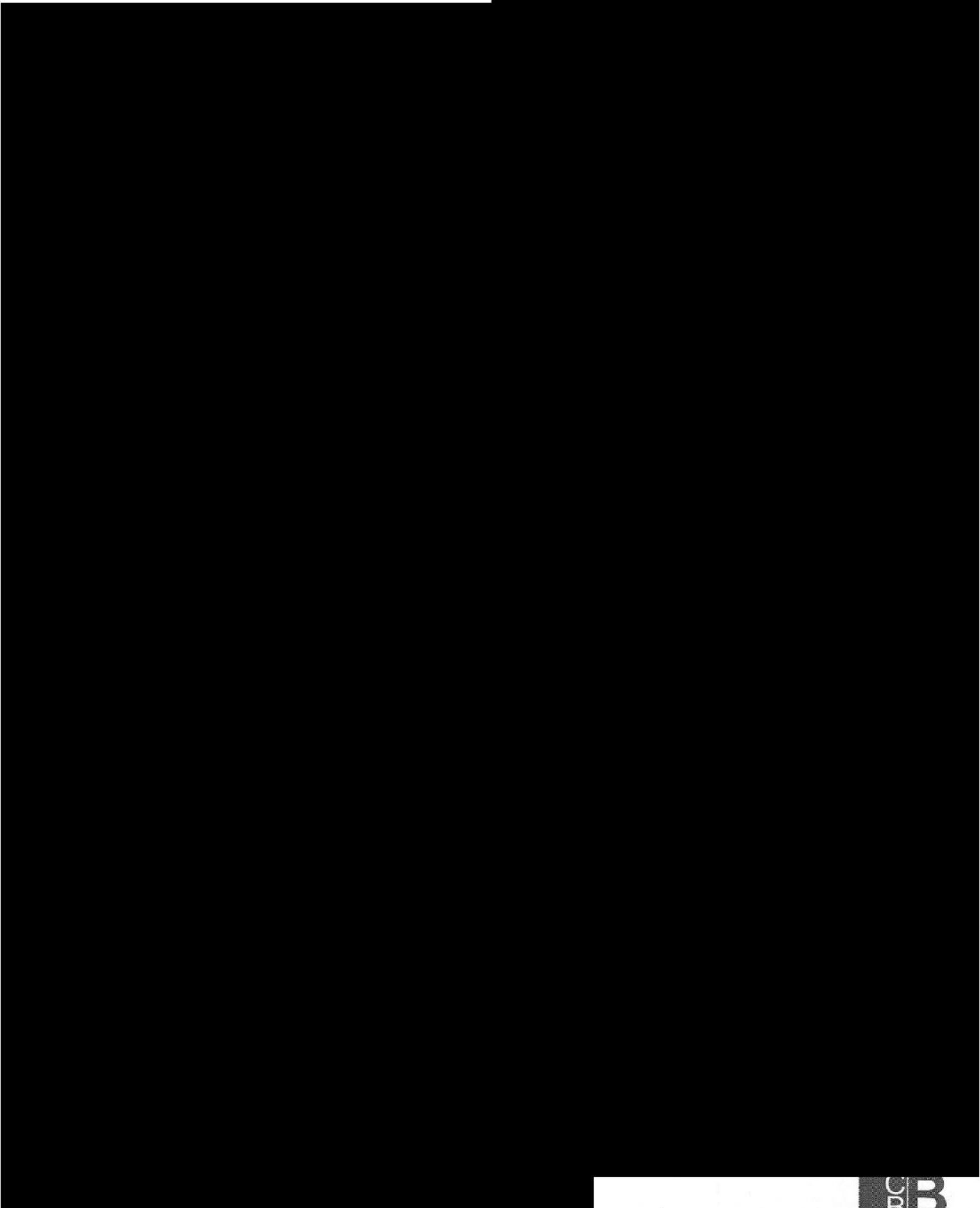




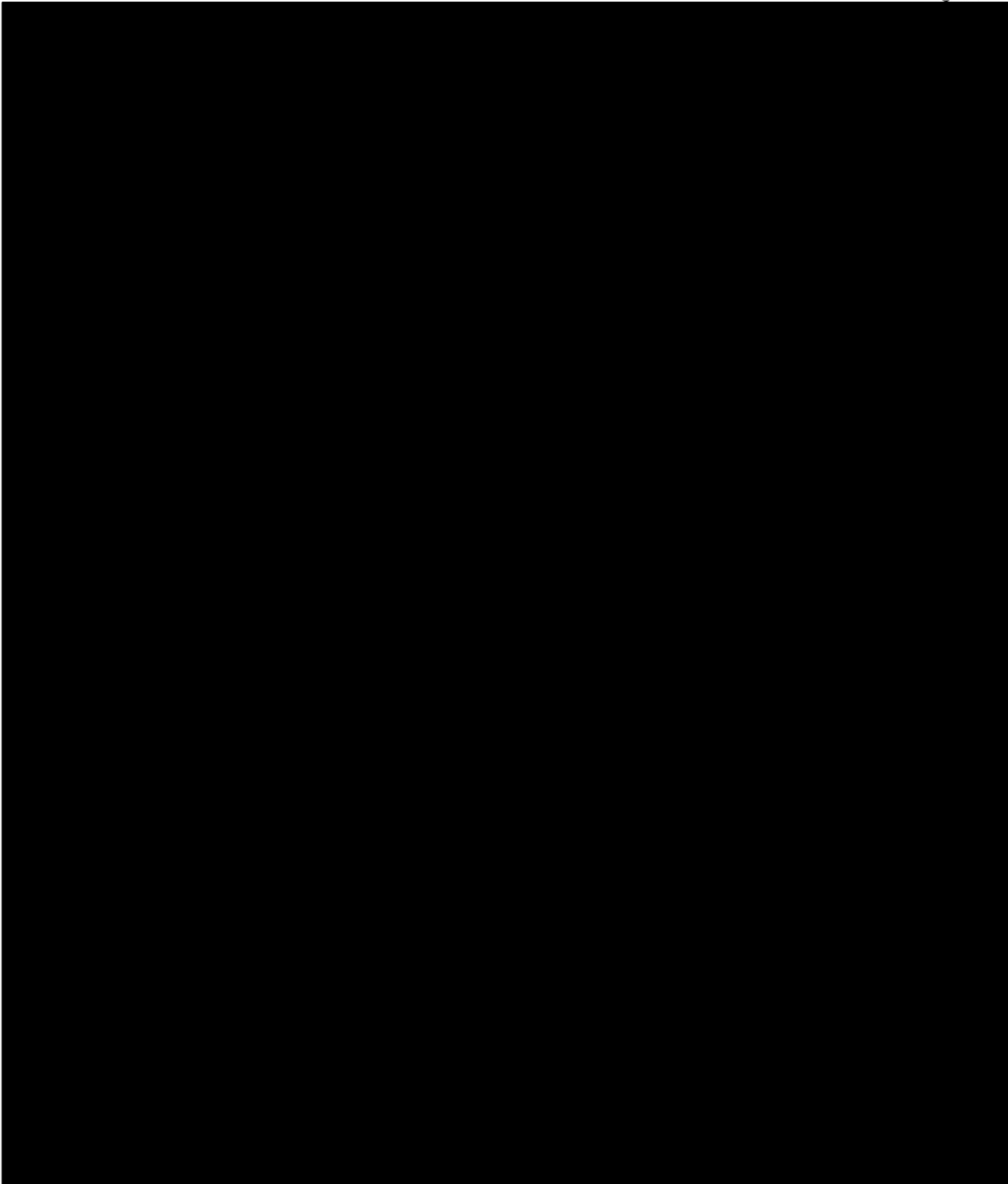












## EXHIBIT F

Contract No. 1-17-4303

Christopher B. Burke Engineering, Ltd.

### SCOPE OF SERVICES

Design Contract Supplemental Items:

Tasks within the Phase II Design services have resulted in changes in the character or complexity of the scope of work, and included items listed below:

**Add Winter Stage MOT to the 4427 Contract:** At the onset of project, BBACBE\_TM was told construction was to be completed by 2019, and the 4427 contract documents were developed anticipating a single construction season. Due to external construction schedule constraints, anticipated construction production, and the 4302 contract now being under construction in 2020, the 4427 contract will now continue into 2020. This change requires adjustment of the previously complete MOT staging drawings, development of a new winter stage drawings, and adjustment of various other contract documents (C-1's, specifications, construction schedule, etc.)

**Prepare 4427 Construction Revision to match 4302 Design Requirements:** The 4427 contract drawings were developed based on direction that the 4302 contract (located at the 4427 southern limits) would be a full reconstruction of the pavement and the Bensenville bridge and would not occur at the same time as 4427. The Tollway has recently revised this plan and determined the 4302 contract would be rehabilitation with manipulation of shoulder widths to allow for five lanes within the pavement section and that construction would overlap with 4427. The 4427 contract documents need to be revised to meet the 4302 roadway section. As the 4302 design contract is less developed than 4427, there are still significant unknowns with what exactly will need to be revised, but due to the 4427 letting schedule it's expected that any changes will be issued as a construction revision. Further, modifications will be done in the 4427 contract prior to advertisement restricting the Contractor from working at the southern limits, so a construction revision can be issued without requiring re-work. 4427 will require modification of a significant number of sheets to match the 4302 work.

**Coordinate with 4302 Design Development:** With 4302 changed to a rehabilitation contract and construction occurring concurrently with 4427 there will be significant coordination between the contracts. Coordination will include several meetings, development and evaluation of geometric and MOT exhibits necessary to evaluate the contract limits and determine the preferred configurations.

**Revise Culvert to Avoid Conflict with AT&T Utility:** Project development has recently determined that AT&T's schedule to relocate their line crossing near Belle Plaine Avenue would cause extensive delays to the 4427 construction schedule. Accordingly, parts of the proposed 4427 construction will be revised to avoid conflict with AT&T's line. The revisions will include utilizing a 9' x 2' box culvert (in lieu of standard storm sewer) with a custom junction chamber and headwall.

**Modify 4427 by Addendum to Accommodate Delayed Hotel Parcel Acquisition:** The anticipated acquisition date of parcel TW-7-16-056 will delay start of construction of a portion of retaining wall, jacked culvert crossing, and associated drainage, widening, paving, and other work. To mitigate the effects to the 4427 construction schedule a jacking pit and temporary drainage structures will be added via Addendum to temporarily maintain drainage and allow continuation of planned construction in other areas until the retaining wall and associated work can be completed after the parcel acquisition is complete.

**EXHIBIT G**

**Contract No. I-17-4303**

**Christopher B. Burke Engineering, Ltd.**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
<b>Prime</b>				
RR-11-4032	Environmental Services Upon Request	\$5,000,000.00	\$15,000.00	5/1/2018
RR-18-4383	Tri -State Tollway 95th St - Blamoral Ave Planning Studies Upon Request	\$5,000,000.00	\$4,846,400.00	06/31/23
<b>Sub</b>				
I-11-4014	Elgin O'Hare ByPass Sub to CH2M Hill	\$498,140.00	\$221,000.00	5/31/2018
I-12-4080	Illinois 53 Extension Sub to Transystems	\$800,000.00	\$0.00	4/1/2019
RR-14-4221	Tri State Tollway- Mile Long Bridge Sub to Locher, HDR, Quigg	\$1,326,200.00	\$6,400.00	3/1/2020
RR-14-4222	Tri State Tollway-BNSF Rail Sub to Bowman Barrett	\$1,038,371.00	\$114,200.00	8/31/2019
I-15-4656	EOWA I-294 to I-290 Trio Sub Benesch/CBBEL/Lin JV	\$2,392,203.00	\$370,500.00	5/31/2019
I-14-4190	I-90 BCP Tollway Partners JV	JV=9,499,523 CBBEL=2,151,971.36	\$0.00	7/31/2017
I-18-4383	Tri State Wolf to Balmoral Sub to Lochner	\$5,000.00	\$5,000.00	2/1/2018
<b>IDOT</b>				
P-91-004-09	Various Saftey Assessments	\$600,000.00	\$14,000.00	1/28/2018
P-91-007-09	IL 47 doe US 14 to Charles Road Sub to Strand	\$468,980.00	\$37,000.00	3/1/2017
P-91-388-10	US 45 (form IL 132 to IL 173)	\$1,655,172.00	\$3,000.00	4/30/2018

**EXHIBIT G**

**Contract No. I-17-4303**

**Christopher B. Burke Engineering, Ltd.**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
P-91-597-10	I-290 West of US 12/20/45 Sub to Parsons Brinckerhoff	\$1,549,992.00	\$94,000.00	1/31/2020
P-91-762-10	I-55 from I-355 to I-94 -Sub to Stantec	2,017,733.00	538,800.00	11/23/2018
D-91-01-14	IL 47 from US 14 to South of IL 176 Phase II Sub to Strand	244,927.00	113,000.00	04/22/19
D-91-467-14	FAU 2857 Wood Street from North of Little Calumet River to South of US6 Sub to Infrastructure	229,168.00	16,700.00	07/03/17
P-91-119-14	Various Phase I Contracts	1,200,000.00	314,000.00	02/01/19
P-91-224-16	Various Phase I Contracts	1,200,000.00	640,000.00	08/30/19
D-60-031-18	Various Scat Projects	300,000.00	21,000.00	11/01/20
P-91-014-18	Phase I IL 53 from IL 62 to US 12 Sub to RS & H	110,329.00	102,300.00	11/14/21
P-91-05-18	Interstate 90 from Interstate 94 to S of Ohio Sub to Lochner	Still in Negotiations	Still in Negotiations	
P-91-035-19	Various Survey Sub to Ardmore Roderick	Still in Negotiations	Still in Negotiations	
P-91-032-19	Various Environmental	Still in Negotiations	Still in Negotiations	
City of Chicago	Various Contracts	40,000,000.00	140,000.00	Various
All Other Work	Various Contracts	41,979,000.00	12,486,000.00	Various
Public & Private				

**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	<table border="0" style="width: 100%;"> <tr> <td style="width: 25%;">Direct Labor</td> <td style="width: 5%;"></td> <td style="width: 15%; border-bottom: 1px solid black;"></td> <td style="width: 55%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">-</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>Services by Others</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">-</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>Additional Services **</td> <td></td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td></td> <td style="text-align: center;">\$</td> <td style="text-align: center;">-</td> </tr> </table>	Direct Labor				Direct Costs	\$	-		Services by Others	\$	-		Additional Services **				Total this Subconsultant (ULC)		\$	-
Direct Labor																					
Direct Costs	\$	-																			
Services by Others	\$	-																			
Additional Services **																					
Total this Subconsultant (ULC)		\$	-																		
2	<table border="0" style="width: 100%;"> <tr> <td style="width: 25%;">Direct Labor</td> <td style="width: 5%;"></td> <td style="width: 15%; text-align: center;">\$ -</td> <td style="width: 55%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">-</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>Services by Others</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">-</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>Additional Services **</td> <td></td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td></td> <td style="text-align: center;">\$</td> <td style="text-align: center;">-</td> </tr> </table>	Direct Labor		\$ -		Direct Costs	\$	-		Services by Others	\$	-		Additional Services **				Total this Subconsultant (ULC)		\$	-
Direct Labor		\$ -																			
Direct Costs	\$	-																			
Services by Others	\$	-																			
Additional Services **																					
Total this Subconsultant (ULC)		\$	-																		
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\*\* 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: 3/12/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: \_\_\_\_\_

I-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			
Phase II				528	65	65									658
Administration				26	4	4									34
<b>TOTALS</b>				554	69	69									692

Contract No.: I-17-4303

Consultant: Burns & McDonnell Engineering Co., Inc.

**EXHIBIT B: FEE CALCULATIONS**

**A. DIRECT LABOR (without overtime)**

$$\begin{array}{r} \underline{692.00} \\ \text{(Total Work Hours} \\ \text{from Exhibit C-2)} \end{array} \times \$ \begin{array}{r} \underline{49.00} \\ \text{(Average Hourly} \\ \text{Rate from Exhibit} \\ \text{C-2)} \end{array} = \text{TOTAL DIRECT SALARY } \$ \underline{33,908.00}$$

Multiplier to be used on this project: 2.80  
Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)

**DIRECT REGULAR SALARY TIMES MULTIPLIER** \$ 94,942.40

**B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT**

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \_\_\_\_\_

**C. SERVICES BY OTHERS**

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ \_\_\_\_\_ -

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) \$ \_\_\_\_\_ -

TOTAL SERVICES BY OTHERS \$ \_\_\_\_\_ -

**D. ADDITIONAL SERVICES (Prime Consultant)**

\_\_\_\_\_  
(Requires prior authorization before use)

**ADDITIONAL SERVICES (Subconsultants)**

\_\_\_\_\_  
(Requires prior authorization before use)

TOTAL ADDITIONAL SERVICES \$ \_\_\_\_\_ -  
(Requires prior authorization before use)

**E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)**

\$ 94,942.40 ✓

Contract No.: I-17-4303 Consultant: Burns & McDonnell Engineering Co., Inc.

Date: 3/12/2019

**EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE**

CONTRACT TERM: 3 No. OF MONTHS  
 SCHEDULED START DATE: 4/1/2019  
 RAISE DATE: 6/30/2019  
 PERCENT OF RAISE: 0%

**ESCALATION PER YEAR Year 1 through 5**

4/1/2019	-	6/30/2019	-	-	-
Date		Date		Date	Date
3.0		3.0		3.0	3.0
100.00%					
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
3.0		3.0		3.0	3.0
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

Date: 3/12/2019

Consultant: Burns & McDonnell Engineering Co., Inc.

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 Work Hours:					
							Total Estimated Work Hours:	Average Hourly Rate:	Total Overtime Premium:			
No	Principal	\$50.00	\$70.00	\$49.00	\$49.00	692.00	692.00					
No	Project Manager	\$40.00	\$70.00	\$49.00	\$49.00							
No	Senior Engineer/Planner	\$40.00	\$70.00									
No	Resident Engineer	\$40.00	\$70.00									
No	Project Engineer/Planner	\$25.00	\$60.00									
No	Staff Engineer/Planner	\$20.00	\$40.00									
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	Really Specialists	\$20.00	\$70.00									
No	Intern	\$8.25	\$20.00									
No	Admin/Clerical	\$8.25	\$40.00									

Contract No.: I-17-4303

Consultant: Burns & McDonnell Engineering Co., Inc.

Date: 3/12/2019

**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			\$50 - \$70
Project Manager	Project Manager - Level 15	Koylass, Gerry E. (Gerry)	\$40 - \$70
	Project Manager - Level 14	Papirnik, Matthew A.	
	Project Manager - Level 17	McCay, Thomas A.	
	Project Manager - Level 14	Schumacher, Luke A. (Luke)	
Staff Engineer/Planner			\$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:                   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**  
[https://www.illinoistollway.com/documents/20184/238673/LG\\_TOL\\_LWAY\\_XX\\_ALLOWABLEDIRECTCOSTS\\_12132013.PDF/b3dab3](https://www.illinoistollway.com/documents/20184/238673/LG_TOL_LWAY_XX_ALLOWABLEDIRECTCOSTS_12132013.PDF/b3dab3)
- 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**

\_\_\_\_\_

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**TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)** \_\_\_\_\_



## ALLOWABLE DIRECT COSTS

09.12.2018

Effective for contracts awarded on or after August 1, 2018, the following costs are allowable when requested by the Tollway and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (up to State rate maximum)
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost
Air Fare	Coach Rate with 2 weeks advance purchase with ISTHA approval
<b>Vehicles</b>	
Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Vehicle Rental (including tolls)	Actual cost up to \$55/day
Vehicle Owned or Leased (does not include personal vehicles, not owned by the company) (includes tolls)	\$65/full day, \$32.50/half day (4 hours or less)
<b>Parking</b>	Actual Cost
Tolls (Personal Vehicles only)	Actual Cost
Overtime	Premium portion
Shift Differential	Actual cost (based on firm's policy)
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$450.00/Mo)
Monuments – Permanent	Actual Cost
Advertisements	Actual Cost
2-way Radio	Actual cost (Survey or Phase III only)
Telephone Usage	Actual Cost (Traffic System Monitoring Only)
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography, mapping and drone usage	Actual Cost
Utility exploratory trenching	Actual Cost

## ALLOWABLE DIRECT COSTS

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

## ALLOWABLE DIRECT COSTS

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

\*\*Extended Stay Status applies to individuals on the project over 20 Consecutive working days. The decision whether individuals will stay over the weekend will be made after the Contractor's schedule is available and shall be made jointly by the Consultant Liaison and the Tollway project manager.

### NOTES:

- For CM contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CM Manual allowance.

Contract No.: I-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 A.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: \_\_\_\_\_

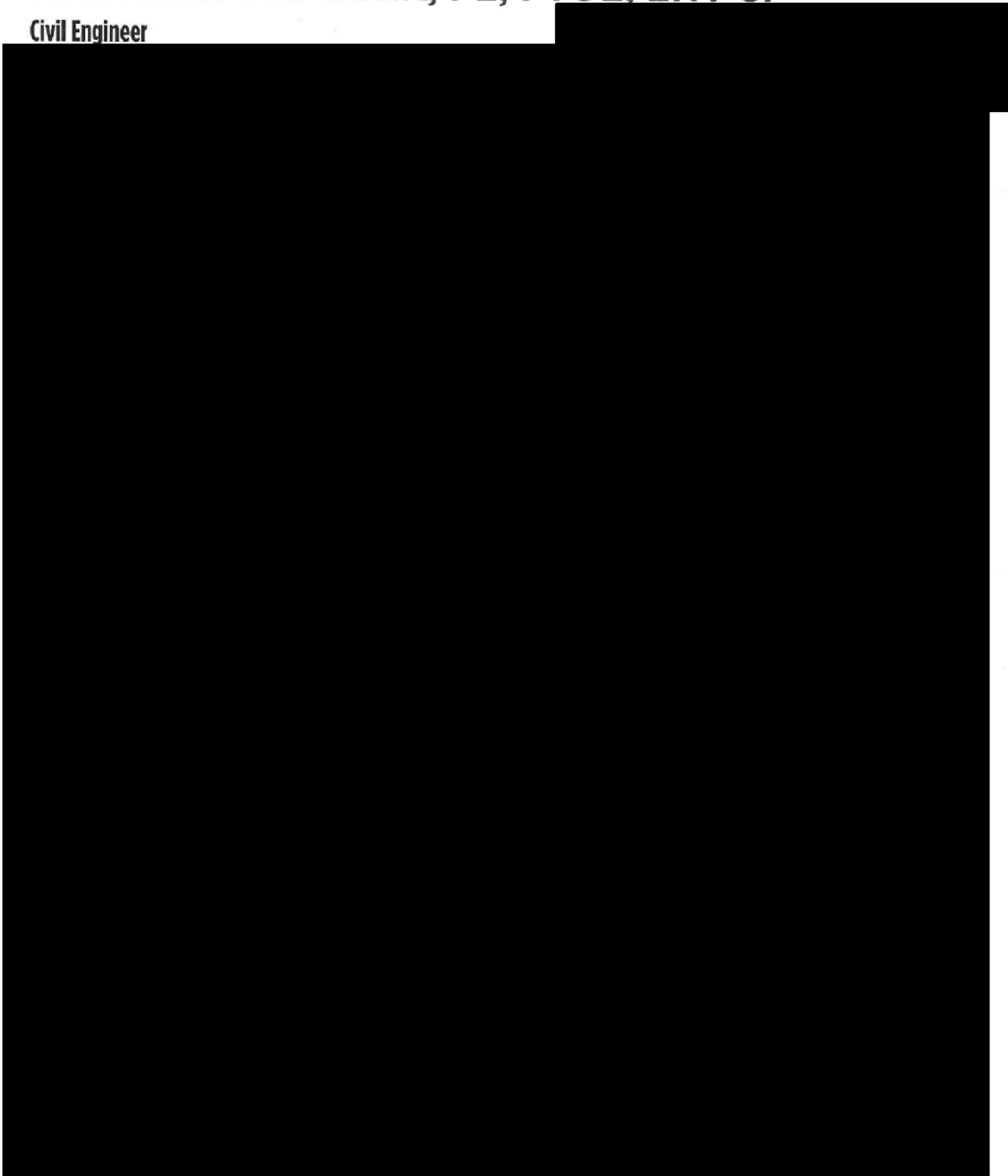
Classification: \_\_\_\_\_

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

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

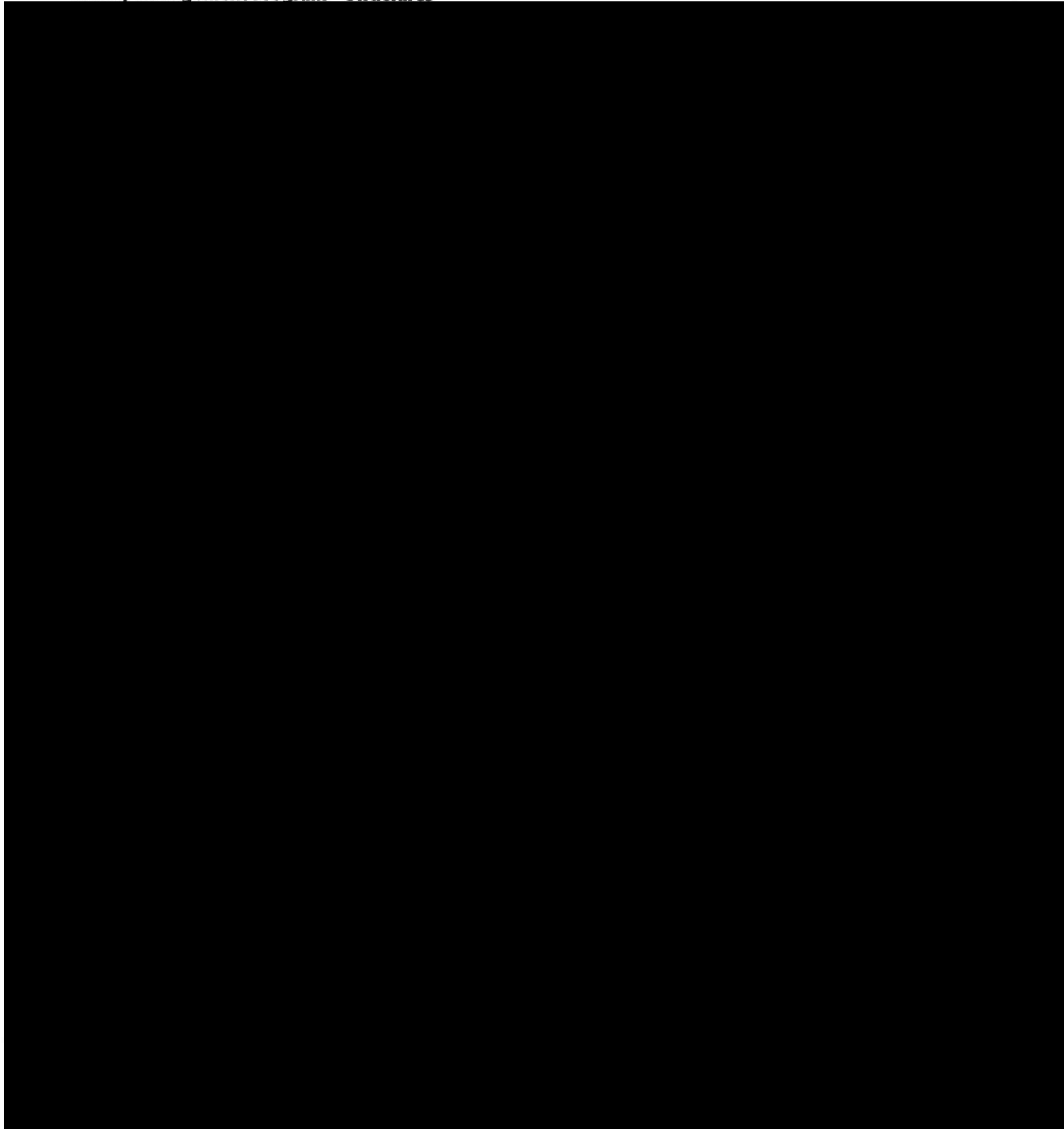
**MATTHEW PAPIRNIK, PE, PTOE, ENV SP**

**Civil Engineer**



**KEVIN EISENBEIS, PE, SE**

**Quality Management Program - Structures**



**APPENDIX TO EXHIBIT F**

Contract No. 1-17-4303

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 management team of Gannett Fleming, as required to meet the expectations of the Tollway for this project.

**EXHIBIT G**

**Contract No. I-17-4303**

**Burns & McDonnell Engineering Co., Inc.**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
167-007	Rt. 14	\$ 4,690,486.85	\$ 50,000.00	5/31/2019
173-006	Various Phase I	\$ 1,800,000.00	\$ 250,000.00	12/31/2019
175-017	Various Phase I/II	\$ 850,000.00	\$ 210,000.00	12/31/2019
179-011	I-280 Phase I/II	\$ 342,050.00	\$ 100,000.00	5/31/2019
183-005	Monroe	\$ 1,817,912.03	\$ 951,000.00	10/31/2019
185-008	Various Phase III	\$ 100,000.00	\$ 17,000.00	10/31/2019
D-3-102	Wash-Wab CTA Station	\$ 3,340,332.03	\$ 54,000.00	3/31/2019
S-7-217	61st Street Master Plan	\$ 71,000.00	\$ 60,000.00	12/31/2019
I-14-4186	I-90 East of Oakton to East of Lee St.	\$ 15,000,000.00	\$ -	2/28/2019
I-17-4678	Elgin O'Hare Western Access, Pratt to Touhy Av	\$ 2,683,000.00	\$ 1,900,000.00	9/30/2020
RR-16-4254	I-88 IL 56 to Annie Glidden	\$ 3,758,000.00	\$ 1,580,000.00	9/30/2019



**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

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	_____		
	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: \$ \_\_\_\_\_ -