

RESOLUTION NO. 21339

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Design Services, on the Elgin O'Hare Western Access Tollway (I-490) from Milepost 5.1 (Pratt Boulevard) to Milepost 5.8 (Touhy Avenue), on Contract No. I-17-4678. Burns & McDonnell Engineering Company, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$5,500,000.00. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with Burns & McDonnell Engineering Company, Inc., to obtain Design Services, for Contract No. I-17-4678 with an upper limit of compensation not to exceed \$5,500,000.00, subject to review and approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:



Chairman



September 29, 2017

Mr. Scott Newland
Senior Vice President
Burns & McDonnell Engineering Co., Inc.
1431 Opus Place, Suite 400
Downers Grove, IL 60515

**Re: Contract I-17-4678
Elgin O'Hare Western Access
Pratt Boulevard to Touhy Avenue
Design Section Engineering Services**

NOTICE TO PROCEED

Dear Mr. Newland:

We are pleased to notify you that the Tollway's Board of Directors has approved your proposal dated August 3, 2017, for Design Section Engineering Services for Contract I-17-4678. You are hereby authorized to commence with the work as of September 29, 2017, and as defined in Exhibit "F" Scope of Work contained in your proposal. A duplicate original of the contract will follow shortly by mail.

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

This contract is subject to the Illinois Procurement Code 30 ILCS 500. The code requires the General Contractor awarded a Tollway contract to submit certification/disclosure forms from subcontractors of all tiers whose contract value exceeds \$50,000. If you have not already submitted the required documentation, the subcontractor forms must be submitted within **15 days** from this Notice-to-Proceed date or after execution of the sub-contract, whichever is later.

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

Revised: 3/1/2017


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

Contract I-17-4678
Notice to Proceed
Page 2 of 2

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

Please contact Manar Nashif at 630-241-6800 extension 3841 for further information.

Sincerely,



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

cc: Greg Stukel
Manar Nashif
John Donato
Contract Services
Program Controls
Lane Closures

Dorothy Jablonski
Sue Biggs
Victoria Santiago

File: 02.4678.01.04 LT_Tollway_PDK_4678Burns-NTP_09292017

Contract: I-17-4678

PSB: 17-2, Item 5

Consultant: Burns & McDonnell

PM: Manar Nashif

Reviewer: L. Davis-Adams

Review Date: 08/31/2017

Resolution:	August, 2017
Agreement	Ok
Proposal	Ok
Certifications/Disclosures	Ok
Delinquent Debt	Ok
DBE Compliance:	Ok
W-9 Form	No Required
Certificate of Good Standing:	Ok
Certificate of Insurance:	Ok

Exhibits A-H

Burns & McDonnell:

All Exhibits for Prime & Subconsultants meet Tollway requirements

2IM Group

ABNA

AES (American Surveying & Assoc.)

O'Brien & Assoc.

Rubinos

Wynndalco

PSB 17-2 SOI Project Team: Prime and Sub-Consultant REQUIRED INFORMATION

Item # 5 I-17-4678 Elgin O'Hare Western Access, Pratt Boulevard to Touhy Avenue. Phase II Engineering.

Prime Consultant Information		Prime Contact Information (ONLY "1")			Diversity Information				NOTE: Provide only One (1) Person under Key Personnel		ISTHA		IDOT		OTHER	
Prime Consultant Firm Name	Prime FEIN Number	Contact Name (1)	Contact Phone Number (1)	Contact Email (1)	Is Firm a D/M/WBE Yes / No	Does Proposal Contain Mentor Protégé Proposal Yes / No	Percentage Commitment of D/M/WBE on Project, INCLUDING PRIME, IF DBE	Percentage Commitment of VOSB on Project, INCLUDING PRIME, IF VOSB	Key Personnel Project Manager (1)	Key Personnel Project Engineer / Resident Engineer (1)	Total Fee all Projects	Total Fee Remaining all Projects	Total Fee all Projects	Total Fee Remaining all Projects	Total Fee all Projects	Total Fee Remaining all Projects
BURNS(Burns & McDonnell)		Mike Mack	312-521-8925	mmack@burnsmcd.com	No	Yes	45.00%	2.00%	Mike Mack	Patrick Haavig	\$ 31,915,000	\$ 3,624,000	\$ 7,045,000	\$ 5,250,000	\$ 7,315,962	\$ 2,575,000
Sub-Consultant Information		Sub Contact Information (ONLY "1")			Sub Role and % of Work		Sub-Contractor Diversity Information: The below table represents the proposer's draft "Plan to Achieve Diversity Goal." The awarded consultant will finalize this Plan during negotiations based on the negotiated scope of work. The proposer's total DBE goal and proposed subconsultants shall not change, but the work category and percentage of work for each subconsultant may be adjusted, if necessary, during negotiations. NOTE: Review Instructions Tab									
For Each Sub-Consultant Enter Prime Consultant Firm Name	Sub-Consultant Firm Name	FEIN Number	Provide "1" Project Manager for Sub-Consultant	Role (brief) of Sub-Consultant	Contact Phone Number (1)	Contact Email (1)	Percentage (%) of work to be Performed by Sub-Consultant	IL UCP, City of Chgo or N/A	City of Chicago, Cook County or N/A	City of Chicago, Cook County or N/A	Yes or No	Yes or No	Choose from the dropdown menu below	Male or Female	Yes or No	
BURNS(Burns & McDonnell)	2IM Group, LLC		Luis Montgomery	Drainage	312-508-5156	luis.m@2imgroup.com	5.00%	IL UCP	N/A	N/A	No	No	Hispanic	Male	No	
BURNS(Burns & McDonnell)	ABNA of Illinois, Inc.		Abe Adewale	Lighting & Survey	773-881-4788	aadewale@abnacorp.com	7.00%	N/A	N/A	City of Chicago	No	No	African American	Male	No	
BURNS(Burns & McDonnell)	AES Services, Inc.		Janet Wackrow	Survey	312.235.6783	jwackrow@aesser.com	5.00%	City of Chgo	N/A	City of Chicago	No	No	Asian	Male	No	
BURNS(Burns & McDonnell)	Industria, Inc.		Jon Kalacius	Cost & Scheduling	773-697-0190	jon@industriainc.com	2.00%	N/A	N/A	City of Chicago	No	Yes	Pacific	Male	Yes	
BURNS(Burns & McDonnell)	O'Brien & Associates, Inc.		Jim Wandell	Geotechnical	847-398-1441	jwandell@obainc.net	3.00%	N/A	City of Chicago	N/A	No	No	Caucasian	Female	No	
BURNS(Burns & McDonnell)	Rubinos & Mesia Engineers, Inc.		Mohsen Farahany	Roadway/Civil	312-870-6623	MFarahany@RME-inc.com	20.00%	N/A	N/A	City of Chicago	No	No	Asian Indian	Male	No	
BURNS(Burns & McDonnell)	Wynndalco Enterprises, LLC		Gerald Koylss	Structural	312-256-9090	g.koylss@wynndalco.com	5.00%	IL UCP	N/A	Cook County	No	No	Hispanic	Male	No	

Intentionally Left Blank

Vendor Information

I-17-4678

CLOSE WINDOW

 HELP

Vendor Information

Business Name 2IM Group, LLC
Owner Luis Montgomery
Address 118 South Clinton Street
 > [Map This Address](#) Suite 350
 Chicago, IL 60661
Phone 312-441-9554 Ext. 2120
Fax 312-441-9558
Email luis.m@2imgroup.com
Website <http://www.2imgroup.com>

Certification Information

Certifying Agency Cook County
Certification Type MBE - Minority Business Enterprise
Certification Date 7/7/2016
Renewal Date 9/5/2017
Expiration Date 7/7/2019
Certified Business Description Professional Services: Civil Engineering Services

Commodity Codes

Code	Description
NAICS 237990	Drainage project construction
NAICS 237990	Other Heavy and Civil Engineering Construction
NAICS 541330	Civil engineering services

Additional Information

Customer Support

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DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

JUL 29 2013

Rashid Adewale
ABNA of Illinois, Inc.
9901 S. Western Ave., Suite 001
Chicago, Illinois 60643

Dear Mr. Adewale:

We are pleased to inform you that **ABNA of Illinois, Inc.** has been recertified as a **Minority Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **07/31/2018**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual **No-Change Affidavit** is due by **07/31/2014, 07/31/2015, 07/31/2016, and 07/31/2017**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **07/31/2018**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **05/31/2018**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General** at chicagoinspectorgeneral.org, or **866-IG-TIPLINE (866-448-4754)**.

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):

- 541330 – Engineering Services**
- 541340 – Drafting Services**
- 541360 – Geophysical Surveying and Mapping Services**
- 541370 – Surveying and Mapping (except Geophysical) Services**
- 541380 – Geotechnical Testing Laboratories or Services**

Your firm's participation on City contracts will be credited only toward **Minority Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

\Sincerely,

Jamie L. Rhee
Chief Procurement Officer

JLR/mj



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

OCT 28 2016

Mohammed Saleem
AES Services, Inc.
111 S. Wacker Dr., Suite 3910
Chicago, IL 60606

Dear Mohammed Saleem:

The City of Chicago has reviewed your annual *No Change Affidavit* and supporting documentation and is pleased to inform you that your firm, **AES Services, Inc.**, continues to meet the **Disadvantaged Business Enterprise ("DBE")** program certification eligibility standards set forth in 49 CFR Part 26. Your next *No Change Affidavit* is due on **October 1, 2017**.

This certification allows your firm to participate as a **DBE** in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra and Pace.

if there is any change in circumstances during the course of your certification period that affect your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your initial application, you must provide written notification to this agency within **thirty (30) days** of the occurrence of the change. Failure to provide this information is a ground for denial of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

Your firm's name will appear in the IL UCP DBE Directory under the following category name(s):

NAICS Code(s)

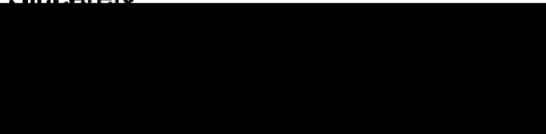
- 541330 – Civil engineering services**
- 541330 – Engineering services**
- 541330 – Traffic engineering consulting services**
- 541370 – Land surveying services**

OCT 28 2016

The Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE, and ACDBE firms. The Directory can be accessed on the Internet at <http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/il-ucp-djrectory/index>.

Your participation on contracts will only be credited toward **DBE** contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

Sincerely,



Rich Butler
First Deputy Procurement Officer

RB/se



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

MAR 31 2015

Ms. Josephine O'Brien
O'Brien & Associates, Inc.
1235 East Davis.
Arlington Heights, IL 60634

Dear Josephine O'Brien:

We are pleased to inform you that O'Brien & Associates, Inc., has been recertified as a **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **6/1/2018**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your annual **No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual **No-Change Affidavit** is due by **6/1/2006**, and **6/1/2017**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **6/1/2018**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **4/1/2018**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **WBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):

541330 – Environmental Engineering Services

541330 – Geological Engineering Services

541380 – Geotechnical Testing Services

541380 – Soil Testing Services

Your firm's participation on City contracts will be credited only toward **Women-Owned Business Enterprise** goals in your area(s) of specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JLR/cm



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

JUL 29 2013

Dipak S. Shah
Rubinos and Mesia Engineers, Inc.
200 S. Michigan Avenue, Suite 1500
Chicago, IL 60604

Dear Mr. Shah:

We are pleased to inform you that Rubinos and Mesia Engineers, Inc. has been recertified as a **Minority Business Enterprise ("MBE")** by the City of Chicago ("City"). This MBE certification is valid until **07/01/2018**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual **No-Change Affidavit** is due by **07/01/2014, 07/01/2015, 07/01/2016, and 07/01/2017**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **07/01/2018**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **05/01/2018**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):

- 541310 – Architectural (except landscape) Services**
- 541330 – Civil Engineering**
- 541330 – Construction Engineering Services**
- 541330 – Engineering Consulting Services**
- 541330 – Engineering Design Services**
- 541340 – Drafting Services**

Your firm's participation on City contracts will be credited only toward **Minority Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBEWBE) Program.

Sincerely,



Jamie L. Knepp
Chief Procurement Officer

JLR/dw

Vendor Information



Vendor Information

Business Name Rubinos and Mesia Engineers, Inc., DBA RME
Owner Dipak S Shah
Address 200 S. Michigan Ave. - STE 1500
 > [Map This Address](#) Chicago, IL 60604-3607
Phone 312-870-6600
Fax 312-663-1473
Email Dshah@RME-I.com
Website www.rme-i.com

Certification Information

Certifying Agency City of Chicago
Certification Type MBE - Minority Business Enterprise
Certification Date 8/17/2016
Renewal Date 7/1/2017
Expiration Date 7/1/2018
Certified Business Description NAICS 541310 Architectural (except landscape) services
 NAICS 541330 Civil engineering services
 NAICS 541330 Construction engineering services
 NAICS 541330 Engineering consulting services
 NAICS 541330 Engineering design services
 NAICS 541340 Drafting services

Commodity Codes

Code	Description
NAICS 541310	Architectural (except landscape) services
NAICS 541330	Civil engineering services
NAICS 541330	Construction engineering services
NAICS 541330	Engineering consulting services
NAICS 541330	Engineering design services
NAICS 541340	Drafting services

Customer Support

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[Print This Page](#)

I-17-4678

Unified Certification Program - Search

[Contractor Details](#)[Browse F.A.Q. Sheet \(/UCP/Search/Help\)](#)[Print](#)**Wynndalco
Enterprises, LLC**

David R. Andalcio
55 W WACKER DR 9TH
FLOOR
CHICAGO, IL 60601-
0000

County: Cook**Email:** d.andalcio@wynndalco.com**Phone:** 312-256-9090**Fax:** 312-256-9091**Categories:** Architecture\Engineering, Professional**NAICS**541330-Engineering
services541512-Computer Systems
Design Services**Speciality**

541512 - Information
Technology Deployment,
System Integration,
Information Technology
Training, Wireless Networks,
Information Technology
Project Management and
Database Development
541330 - Engineering
Services



February 27, 2017

David R. Andalco
Wynndalco Enterprises, LLC
55 W. Wacker Drive, 9th Floor
Chicago, IL 60601

Dear Mr. Andalco:

Metra has reviewed your annual *No Change Affidavit* and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Subpart D 26.61. Your next No Change Affidavit is due **February 23, 2018**. Notification will be sent to you sixty (60) days prior to this date.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra and Pace.

If there is any change in your certification that affect your ability to meet size standards, disadvantaged status, ownership, or control requirements or any material change in the information provided in your initial application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is grounds for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).


Your firms name will appear in the IL UCP directory, which is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed at www.metrarail.com under the Business Diversity DBE link. Your firm's name will appear in the IL UCP DBE Directory under the following:

NAICS Code: 541512, 541330

Specialty: 541512 – Information Technology Deployment, System Integration, Information Technology Training, Wireless Networks, Information Technology Project Management and Database Development
541330 – Engineering Services

Your participation on contracts will only be credited toward DBE contract goals when your firm performs in a Commercially Useful Function (CUF) in its approved area(s) of specialty.

Sincerely,


Janice R. Thomas, CPPB
Senior Division Director
Office of Diversity & Civil Rights

JRT:am/kb

EXHIBIT F - Letter of Intent

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

Project Name: Elgin O'Hare Western Access, Pratt Boulevard to Touhy Avenue Project/Solicitation Number: 1-17-4678

Name of Prime Vendor: Burns & McDonnell Engineering Co, Inc. VOSB Compliance Contact: Mike Mack

Address: 1431 Opus Place, Suite 400

City: Downers Grove State: IL Zip Code: 60515

Telephone: 630-724-3200 Fax: 630-724-3201 Email: mmack@burnsmcd.com

Name of Certified VOSB Vendor: Industria, INC

Address: 2880 S. River Rd Suite 100 VOSB Compliance Contact: Jon Ketecius

City: Des Plaines State: IL Zip Code: 60018

Telephone: 773-697-0190 Fax: 773-697-0191 Email: jon@industriainc.com

Type of agreement: Services

Anticipated start date of the Certified VOSB Vendor: 04/15/2017

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

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

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

Scheduling & Cost Estimating

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

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

[Redacted]

Signature: _____

Print Name: Michael Folta

Title: Vice President

Date: 3/27/17

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

[Redacted]

Signature: _____

Print Name: David Rambhajan

Title: President

Date: 0317/2017

I-17-4678

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

Business Name **Industria, Inc.**
Owner **Mr. DAVID M RAMBHAJAN**
Address **2860 S. River Road**
 > [Map This Address](#) **Suite 100**
 Des Plaines, IL 60018
Phone **773-697-0190**
Fax **773-697-0191**
Email david@rambhajan.com
Ethnicity **Asian American**
Gender **Male**
County **Cook (IL)**

Certification Information

Certifying Agency **State of Illinois Central Management Services**
Certification Type **SDVOSB - Service Disabled Veteran Owned Small Business**
Renewal Date **11/28/2017**
Expiration Date **11/28/2017**
Certified Business Description

Commodity Codes

Code	Description
NIGP 90924	Building Construction, Commercial and Institutional
NIGP 91400	CONSTRUCTION SERVICES
NIGP 96820	Building Construction

Additional Information

Region **Metro Chicago**
Reciprocal Certification Agency **CVE**

I-17-4678

OFFICE OF THE ILLINOIS SECRETARY OF STATE



JESSE WHITE
SECRETARY OF STATE

CORPORATION FILE DETAIL REPORT

File Number	50279103		
Entity Name	BURNS & MCDONNELL ENGINEERING COMPANY, INC.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	FOREIGN BCA
Qualification Date (Foreign)	07/23/1973	State	MISSOURI
Agent Name	INCORP SERVICES	Agent Change Date	04/23/2012
Agent Street Address	901 S 2ND ST STE 201	President Name & Address	RAYMOND J KOWALIK 9400 WARD PKWY KANSAS CITY MO 64114
Agent City	SPRINGFIELD	Secretary Name & Address	G WILLIAM QUATMAN SAME
Agent Zip	62704	Duration Date	PERPETUAL
Annual Report Filing Date	07/06/2017	For Year	2017

[Return to the Search Screen](#)[Purchase Certificate of Good Standing](#)

(One Certificate per Transaction)

OTHER SERVICES

[File Annual Report](#)[Adopting Assumed Name](#)[Articles of Amendment Effecting A Name Change](#)[Change of Registered Agent and/or Registered Office Address](#)

BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:42 08/11/17

ACTION: S

VENDOR NUMBER= ****

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 08/11/17 AT 14:54 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ***** PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:42 08/11/17

ACTION: S

VENDOR NUMBER= ***

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 08/11/17 AT 14:54 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *** PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:42 08/11/17

ACTION: S

VENDOR NUMBER= ****

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 08/11/17 AT 14:55 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *** PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:42 08/11/17

ACTION: S

VENDOR NUMBER= **** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 08/11/17 AT 14:55 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.

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OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:42 08/11/17

ACTION: S

VENDOR NUMBER= ***

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 08/11/17 AT 14:55 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *** PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:42 08/11/17

ACTION: S

VENDOR NUMBER= ***



OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 08/11/17 AT 14:56 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *** [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:42 08/11/17

ACTION: S

VENDOR NUMBER= ****

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 08/11/17 AT 14:56 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER **** PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:42 08/11/17

ACTION: S

VENDOR NUMBER= ****

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 08/11/17 AT 14:57 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *** PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

EXHIBIT E - VOSB
PARTNERING FOR GROWTH PROGRAM
FOR

VETERAN AND SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (VOSBs)

PSB: 17-02 ITEM: 5

MEMORANDUM OF UNDERSTANDING
BETWEEN:

THE MENTOR:	FIRM NAME ADDRESS	A N D	THE PROTÉGÉ:	FIRM NAME ADDRESS
Burns & McDonnell Engineering Co., Inc.	1431 Opus Place, Suite 400 Downers Grove, IL		Industria, Inc.	2800 S. River Road, Suite 100, Des Plaines, IL 60018

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

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

I. PROGRAM PURPOSE

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

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

A VOSB means a business certified by the State of Illinois Department of Central Management Services (CMS) as a Veteran-owned small business or Service-disabled Veteran-owned small business.

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

II. CONFORMANCE TO PROGRAM GOALS

A. Participation in this project by the Protégé.

1. In area(s) being mentored:

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

Scope:

- Work not applicable to prequalification category(ies) 1.0%

Scope:

Cost Estimating & Scheduling

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

2. In area(s) not being mentored: 1.0
____%
- Work the Protégé will self-perform
- Note: Protégé participation in this area is optional*
3. Total participation by the Protégé (Sum of 1. and 2.) 2.0
____%

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

Industria Construction Services is a Veteran Owned Business that is a general contractor that has a desire to perform professional services in the future. they are unfamiliar with working with the Illinois Tollway on the professional side of the business and working during the design phase. BMCD's goal is to mentor Industria in the learning this side of the business. Particularly as it relates to cost estimating and scheduling.

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

Burns & McDonnell is familiar with the deliverable requirements of the Tollway. Additionally, our experience in design and the method cost estimates and construction schedules are developed will be mentored to ICS. The project will benefit from ICS's knowledge of contractor scheduling and cost estimating. Therefore, our team will be stronger with the knowledge ICS brings to the project and ICS can learn the procedures and deliverable needs of the Tollway for future use.

III. MENTOR EXPERIENCE WITH THE PROGRAM

A. Has the Prime consultant served as a Mentor on a Tollway project completed within the last five years? If yes, list Contract #(s):

YES NO

I-12-4049 and I-14-4186

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

Areas of Assistance:

On I-12-4049: Materials Coordination and on I-14-4186: Structural Inspection

B. Is the Prime consultant currently serving as a Mentor on a Tollway project? If yes, list Contract #(s):

YES NO

I-12-4049 and I-14-4186

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

Areas of Assistance:

On I-12-4049: Materials Coordination and on I-14-4186: Structural Inspection

C. Has the Prime consultant mentored the Protégé on another Tollway project within the last five years? If yes, list Contract #(s):

YES NO

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

Areas of Assistance:

IV. PROTÉGÉ EXPERIENCE WITH THE PROGRAM

A. Has the VOSB firm ever been contracted by the Tollway as a Prime consultant? If yes, list date, Contract #, and description of scope for each project(s):

YES NO

Date Contract # Description of Scope

<u>Date</u>	<u>Contract #</u>	<u>Description of Scope</u>

B. Has the VOSB firm participated in a Mentor/Protégé relationship on a Tollway project completed within the last five years? If yes, list the following for each project(s).

YES NO

<u>Contract #</u>	<u>Protégé Award \$</u>	<u>Mentored by</u>	<u>Area of Assistance</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

C. Is the VOSB firm currently participating in a Mentor/Protégé relationship on a Tollway project? If yes, list the following for each project(s).

YES NO

<u>Contract #</u>	<u>Protégé Award \$</u>	<u>Mentored by</u>	<u>Area of Assistance</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

D. Has the VOSB firm participated in a Mentor/Protégé relationship on an Illinois Department of Transportation project completed within the last five years? If yes, list the following for each project(s).

YES NO

<u>PTB No/Item</u>	<u>Protégé Award \$</u>	<u>Mentored by</u>	<u>Area of Assistance</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

N/A

V. STATEMENT OF COMMITMENT

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

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

[Redacted Signature]

SIGNATURE (Mentor Representative)

3/27/17

(Date)

[Redacted Signature]

SIGNATURE (Protégé Representative)

3/17/17

(Date)

**Exhibit A – Proposed Staff
PSB 17-2**

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

Project Manager (Items 1 - 17)			
Name:	Michael Mack, PE ✓		
Firm:	Burns & McDonnell		
Category:	IL Licensed Professional Engineer		
License #:	062048831		
Year Registered:	1994	State:	IL
Office Address:	1431 Opus Place, Suite 400		
City:	Downers Grove	State:	IL

Project Engineer (Items 1-10 & 16)			
Name:	Patrick Haavig, PE ✓		
Firm:	Rubinos & Mesia Engineers		
Category:	IL Licensed Professional Engineer		
License #:	062053263		
Year Registered:	1999	State:	IL
Office Address:	200 S. Michigan Ave, Ste 1500		
City:	Chicago	State:	IL

Roadway Engineer (Items 1- 11)			
Name:	Rob Goveia, PE ✓		
Firm:	Burns & McDonnell		
Category:	IL Licensed Professional Engineer		
License #:	062055334		
Year Registered:	2002	State:	IL
Office Address:	1431 Opus Place, Suite 400		
City:	Downers Grove	State:	IL

Drainage Engineer (Item 3)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Electrical Engineer (Item 9)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Mechanical Engineer (Item 9)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Structural Engineer (Items 1- 11)			
Name:	Gerry Koylass, SE, PE ✓		
Firm:	Wynndalco Enterprises		
Category:	IL Licensed Structural Engineer IL Licensed Professional Engineer		
License #:	081005264,062048170		
Year Registered:	1995,1993	State:	IL
Office Address:	400 N. Michigan Ave, Ste 500		
City:	Chicago	State:	IL

Resident Engineer (Items 11- 17)			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Materials Coordinator (Items 11-16)			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Architect (Item 9 & 17)			
Name:			
Firm:			
Category:	Illinois Licensed Architect		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

**Exhibit A – Proposed Staff
PSB 17-2, continued**

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

Materials QA Technician (Items 11,12,13,14,15,16, 17)			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Document Technician (Items 11,12,13,14,15,16, 17)			
Name:			
Firm:			
Category:	Documentation Certification Number		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Roadway QA/QC (Items 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 16)			
Name:	Jason Wenberg, PE ✓		
Firm:	Burns & McDonnell		
Category:	IL Licensed Professional Engineer		
License #:	062062252		
Year Registered:	2009	State:	IL
Office Address:	1431 Opus Place, Suite 400		
City:	Downers Grove	State:	IL

Structures QA/QC (Items 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 16)			
Name:	Jeff Ruhde, SE, PE ✓		
Firm:	Burns & McDonnell		
Category:	IL Licensed Structural Engineer IL Licensed Professional Engineer		
License #:	081005613,062051374		
Year Registered:	1999,1997	State:	IL
Office Address:	1431 Opus Place, Suite 400		
City:	Downers Grove	State:	IL

Job Order Contracting Administrator			
Name:			
Firm:			
Category:			
License #:	IL Licensed Professional Engineer		
Year Registered:		State:	
Office Address:			
City:		State:	

Required Prequalification Category**			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Required Prequalification Category**			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Required Prequalification Category**			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

*If work is being performed by a Subconsultant list firm name also.
**Note the specific function listed in the Item description for Key Personnel

DESIGN SECTION ENGINEER AGREEMENT

The Board of Directors, on the 24th day of August, 2017, authorized this AGREEMENT to be entered into by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter sometimes referred to as "TOLLWAY", and **BURNS & MCDONNELL ENGINEERING, CO., INC.**, a corporation authorized and existing within the laws of the State of Illinois, hereinafter referred to as "DESIGN SECTION ENGINEER".

WITNESSETH:

WHEREAS, the DESIGN SECTION ENGINEER has submitted a proposal dated August 3, 2017, to provide design section engineering services for Contract No. I-17-4678 for Elgin O'Hare Western Access, Pratt Boulevard to Touhy Avenue; and

WHEREAS, DESIGN SECTION ENGINEER represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from PSB 17-2, Item 5, staffed with professional licensed engineers, experienced and able to perform the engineering design services required for said contract, and it is in the best interest of the TOLLWAY to accept said proposal.

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

ARTICLE I

General Provisions

A. The DESIGN SECTION ENGINEER shall perform all design section engineering services for Contract No. I-17-4678 for Elgin O'Hare Western Access, Pratt Boulevard to Touhy Avenue in accordance with the requirements and terms of this Agreement and the proposal from the DESIGN SECTION ENGINEER of August 3, 2017, attached hereto and made a part hereof as Exhibit "1". With respect to any inconsistency or conflict between the terms of this Agreement and the proposal (Exhibit "1"), the term or terms of this Agreement shall govern and prevail.

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

C. The DESIGN SECTION ENGINEER shall perform its services hereunder with the same degree of care, skill and diligence as is ordinarily possessed and exercised by a member of the same profession, currently practicing under similar circumstances.

ARTICLE II

Time of Performance

Upon receipt of Notice to Proceed authorized by the Chief Engineering Officer of the TOLLWAY, the DESIGN SECTION ENGINEER shall perform the services herein during the period commencing on the latter of either **execution of the Agreement or August 25, 2017** and ending **September 30, 2025**, in accordance with the schedule included in the attached proposal.

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

ARTICLE III

Compensation

The DESIGN SECTION ENGINEER shall perform all engineering design services as required herein, and the TOLLWAY shall pay the DESIGN SECTION ENGINEER as compensation therefor, the DESIGN SECTION ENGINEER'S actual payroll cost times a multiplier of **2.8000** and certain direct expenses (as shown in Exhibit "1") with an upper limit of compensation of **Five Million, Five Hundred Thousand Dollars and No Cents (\$5,500,000.00)**. If, in the opinion of the DESIGN SECTION ENGINEER, additional fees or expenses in excess of the upper limit of compensation agreed herein are required, the DESIGN SECTION ENGINEER shall promptly notify the Chief Engineering Officer of the TOLLWAY thereof and shall not incur or charge any such fees or expenses without prior written approval of the Chief Engineering Officer. The DESIGN SECTION ENGINEER shall ensure that its subcontractors (if applicable) submit bills and invoices in a manner consistent with the terms of this Agreement and shall include language in its subcontractor agreements whereby the subcontractors expressly agree to be bound by the terms of this Agreement, including but not limited to the Inspector General Provision at Article XIX.

ARTICLE IV

Scope of the Service

The DESIGN SECTION ENGINEER represents that it has examined the project site, met with representatives of the TOLLWAY, and had an opportunity to ascertain the extent and the scope of services required to complete this project and is knowledgeable of the services to be performed within the time set forth in the Project Schedule indicated in Exhibit "1" hereof. The DESIGN SECTION ENGINEER further understands and agrees that all the services required to properly complete the services will be at or

below the total estimated fee (Upper Limit of Compensation) established for this contract, and that only upon receipt of correspondence modifying the established scope of services for this contract from the Chief Engineering Officer, will any portion of the contingency provision of the said proposal be utilized. The DESIGN SECTION ENGINEER shall not be entitled to additional compensation due to errors in estimating the time, costs or expertise required to complete this design project.

ARTICLE V

Compliance with State and Other Laws

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

Governing Law; Exclusive Jurisdiction

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

Confidentiality

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

The foregoing obligations shall not apply to confidential data or information lawfully in the DESIGN SECTION ENGINEER's possession prior to its acquisition from the TOLLWAY; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; or independently developed by the DESIGN

SECTION ENGINEER without the use or benefit of the TOLLWAY's confidential information.

ARTICLE VI

Responsibility for Injuries and Damages

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

ARTICLE VII

Insurance

The DESIGN SECTION ENGINEER agrees to procure and maintain during the entire term of this contract and any extensions thereto, at its own expense and without additional expense to the TOLLWAY, adequate insurance for claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by the DESIGN SECTION ENGINEER, his agents, representatives, employees or subcontractors. Work shall not commence until all insurance required by this section has been obtained and acceptable documentation provided to the TOLLWAY. Acceptable insurance companies shall be authorized or approved to transact business under the laws of the State of Illinois, shall be rated by A.M. Best and Company with a financial strength rating of "A-" or better and a financial size category of not less than "VII".

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

- a. Worker's Compensation Insurance as required by state statute, and Employer's Liability insurance covering all the DESIGN SECTION ENGINEER's employees acting within the course and scope of their employment.

- b. Commercial General Liability Insurance written on Insurance Services Office (ISO) occurrence form CG 00 01 10/03 or equivalent, covering premises operations, independent contractors, blanket contractual liability, and personal injury with minimum limits of \$1,000,000.00 (One Millions Dollars) each occurrence and \$2,000,000.00 (Two Million Dollars) annual general aggregate.

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

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

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

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

ARTICLE VIII

Ownership of Documents

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

ARTICLE IX

Financial Statement

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

ARTICLE X

Successors and Assigns

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

ARTICLE XI

Subcontractors

The DESIGN SECTION ENGINEER shall not subcontract or assign services to be performed under this Agreement without prior written approval of the TOLLWAY,

except that the DESIGN SECTION ENGINEER may without such prior approval, contract with others for photogrammetric maps, equipment and supplies, printed matter, and other reproductions and stenographic, clerical or any other non-technical services.

ARTICLE XII

Suspension

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

ARTICLE XIII

Termination

A. Termination Without Cause

1. The TOLLWAY reserves the right, at its sole discretion, to terminate this Agreement without cause at any time. In the event of such termination, the TOLLWAY will promptly deliver a written Notice of Termination Without Cause to the DESIGN SECTION ENGINEER. Upon termination and within ten (10) days of said termination, the DESIGN SECTION ENGINEER shall prepare a detailed Progress Report, in form satisfactory to the Chief Engineering Officer of the TOLLWAY, including information as to all the services performed by the DESIGN SECTION ENGINEER and the status of the services as of the date of the termination, and provide all other information and documents developed under the terms of this Agreement as requested by the Chief Engineering Officer of the TOLLWAY. The TOLLWAY will review the Progress Report and services and determine the percentage of the work required to be performed under this Agreement that has been completed by the DESIGN SECTION ENGINEER. In case of dispute between the TOLLWAY and the DESIGN SECTION ENGINEER, the decision of the Chief Engineering Officer shall be final. At the request and direction of the Chief Engineering Officer of the TOLLWAY, the DESIGN SECTION ENGINEER shall, additionally, within ten (10) days after the date of termination, furnish the TOLLWAY with two (2) sets of prints of plans, two (2) sets of Special Provisions and two (2) sets of calculations with respect to the services performed to date of termination in accordance with the requirements of the Design Section Engineer's Manual in effect at the date of contract execution, and as revised thereafter.

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

review the final Progress Report and determine the percentage of completed services performed under the Agreement by the DESIGN SECTION ENGINEER.

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

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

B. Termination for Cause

1. In the event the DESIGN SECTION ENGINEER fails to meet any of its contractual obligations, as set forth in this Agreement including the proposal, then the TOLLWAY, at its option, may consider the Agreement as canceled effective upon the delivery of written Notice of Termination for Cause to the DESIGN SECTION ENGINEER, and the DESIGN SECTION ENGINEER shall have no further claims or rights against the TOLLWAY except as set forth herein. The TOLLWAY may, as additional remedies, and without prejudice to or waiver of any other right or remedy which it possesses hereunder or as a matter of law, complete the performance of the engineering services with its own forces, or secure services from any other available source and any difference in cost shall be charged back to the DESIGN SECTION ENGINEER, or at the option of the TOLLWAY the DESIGN SECTION ENGINEER shall promptly pay for or reimburse the TOLLWAY for any such difference in cost, or the TOLLWAY may deduct any such cost from any payments due or to become due the DESIGN SECTION ENGINEER, if any. In addition to any difference in cost for services incurred by the TOLLWAY, the DESIGN SECTION ENGINEER shall reimburse the TOLLWAY for any costs, fees, or expenses, including administrative, engineering and legal expenses incurred by the TOLLWAY due to the failure of the DESIGN SECTION ENGINEER to meet such obligations. The foregoing costs, fees and expenses, may, at the direction of the TOLLWAY, be deducted from any sums remaining due for services properly performed prior to the effective date of the cancellation and termination.

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

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

3. Upon termination for cause, and within ten (10) days of such notice, the DESIGN SECTION ENGINEER shall prepare a detailed Progress Report in a form satisfactory to the Chief Engineering Officer of the TOLLWAY, including information as to all services performed by the DESIGN SECTION ENGINEER and the status of the services as of the date of the termination, and provide all other information and documents developed under the terms of this Agreement as requested by the Chief Engineering Officer of the TOLLWAY. The TOLLWAY will review the Progress Report and determine the percentage of services that have been performed under this Agreement by the DESIGN SECTION ENGINEER. In the case of dispute between the TOLLWAY and the DESIGN SECTION ENGINEER, the decision of the Chief Engineering Officer shall be final. At the request and direction of the Chief Engineering Officer of the TOLLWAY, the DESIGN SECTION ENGINEER shall additionally, within ten (10) days after the date of termination, furnish the TOLLWAY with two (2) sets of prints of plans, two (2) sets of Special Provisions and two (2) sets of calculations with respect to the services performed to the date of termination in accordance with the requirements of the Design Section Engineer's Manual in effect at the date of contract execution, and as revised thereafter.

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

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

C. Termination due to Lack of an Appropriation

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

ARTICLE XIV

Solicitations

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

ARTICLE XV

Record Retention and Audit

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

The DESIGN SECTION ENGINEER shall maintain in the State of Illinois, for a minimum of five years from the latter of the date of completion of the CONTRACT or the date of final payment under the CONTRACT, adequate books, records, and supporting documents from an accounting system maintained in accordance with generally accepted accounting principles to verify the amounts, recipients, uses and methods of all disbursements of funds passing in conjunction with the CONTRACT. The five year record maintenance period shall be extended for the duration of any audit in progress at the time of that period's expiration. The DESIGN SECTION ENGINEER shall at its own expense make such records available in a timely manner for inspection and audit (including copies and extracts of records) as required by the Auditor General and other State Auditors, the Chief Procurement Officer for General Services, the Illinois Department of Transportation, and the TOLLWAY's Inspector General, Internal Audit or other TOLLWAY agents at all reasonable times and without prior notice. For purposes of this section, "timeliness" will be considered production within the time period specified by the Auditor General and other State Auditors, the Chief Procurement Officer for General Services, the Illinois Department of Transportation and the TOLLWAY's Inspector General, Internal Audit or other TOLLWAY agents, but no later than thirty days after a request for records being made unless otherwise agreed to by the parties. The DESIGN SECTION ENGINEER agrees to cooperate fully with any audit conducted

by the Auditor General and other State Auditors, the Chief Procurement Officer for General Services, the Illinois Department of Transportation and the TOLLWAY's Inspector General, Internal Audit or other TOLLWAY agents, and to provide full access to all relevant materials. The auditors reserve the right to enter the DESIGN SECTION ENGINEER's place of business in order to audit the records. If they are not produced in a timely manner by the DESIGN SECTION ENGINEER, then the DESIGN SECTION ENGINEER shall reimburse the TOLLWAY or other State agency for the travel expenses of its auditors in the event that this right is invoked.

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

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

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

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

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

ARTICLE XVI

Notices

Notices to be given hereunder or documents to be delivered shall be deemed sufficient if delivered personally or mailed by certified mail to the DESIGN SECTION ENGINEER at **Burns & McDonnell Engineering Co., Inc. 1431 Opus Place, Suite 400, Downers Grove, Illinois 60515**, or to the Chief Engineering Officer at 2700 Ogden Avenue, Downers Grove, Illinois 60515. Either party may change the place to which notices hereunder may be addressed by written notice to the other party at any time or times.

ARTICLE XVII

Quality Assurance and Quality Control (QA/QC) Plan

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

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

ARTICLE XVIII

Miscellaneous

This Agreement, when executed by the DESIGN SECTION ENGINEER, shall be an offer by the DESIGN SECTION ENGINEER to the TOLLWAY and shall not be construed as an offer by the TOLLWAY to the DESIGN SECTION ENGINEER. All Agreements are subject to the statutes, rules, regulations and policies governing the TOLLWAY and are expressly subject to the approval of the TOLLWAY's Board of Directors, the Procurement Policy Board, the Chief Procurement Officer for General Services, and the Attorney General of the State of Illinois.

ARTICLE XIX

Inspector General

The Vendor/Contractor hereby acknowledges that pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5) the Inspector General of the Illinois State Toll Highway Authority has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The Vendor/Contractor will fully cooperate in any OIG investigation or review.

Cooperation includes providing access to all information and documentation related to the goods/services described in this Agreement, and disclosing and making available all personnel involved or connected with these goods/services or having knowledge of these goods/services. All subcontracts must inform Subcontractors of this provision and their duty to comply.

ARTICLE XX

Engineer Selection Process

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

ARTICLE XXI

Report of a Change in Circumstances

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for CONTRACT I-17-4678 the day and year first above written.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY


BURNS & MCDONNELL
ENGINEERING, CO., INC.

By  9/29/17
Chair/Executive Director - Signature Date
Robert Schillerstrom/Greg Bedalov

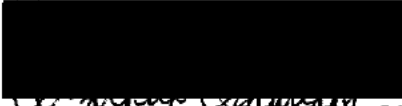
 08/14/17
President - Signature Date

Scott E. Newland
Printed Name as Signed Above

APPROVED:

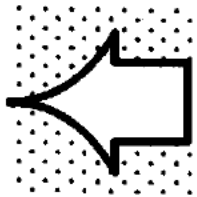
 9/28/17
Chief Financial Officer - Signature Date
Michael Colsch

APPROVED:

Acting  9/19/17
General Counsel - Signature Date
Elizabeth Oplawski

Approved as to Form and Constitutionality

 9-19-2017
Attorney General, State of Illinois - Robert Lane - Signature Date



DESIGN SECTION ENGINEER PROPOSAL
FOR CONTRACT NUMBER I-17-4678

This proposal, dated August 3, 2017, is submitted by Burns & McDonnell Engineering Co., Inc. of Kansas City, MO for Design Section Engineer's Service.

DESCRIPTION/LOCATION OF DESIGN SECTION

The location of the construction Contract I-17-4678 for which we propose to provide Design Section Engineering Services is Elgin O'Hare Western Access, Pratt Boulevard to Touhy Avenue, in Cook County (Counties), Illinois.

SCOPE OF DESIGN SECTION ENGINEERING SERVICES

Design Engineering Services following selection from PSB 17-2, more fully detailed in Exhibit F, attached hereto, will be executed in full compliance with the Illinois State Toll Highway Authority's *Design Section Engineer's Manual*, dated March 2016 (and as revised), and with the Illinois State Toll Highway Authority's (hereinafter referred to as "TOLLWAY") current practices. These services shall include preparation of contract plans, special provisions, construction schedule and review of bids; all field surveys, investigations, designs and analyses required to complete the work; checking of shop drawings and consultation during the construction period. Four copies of all design notes, quantity calculations and field books shall be submitted to the TOLLWAY with the final plans. These documents will be indexed and cross referenced in a manner which can be easily referenced by the Construction Manager.

RESPONSIBILITY

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

FEE PROPOSAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MAXIMUM ALLOWABLE FEE - The upper limit of compensation to the DESIGN SECTION ENGINEER, for all costs, shall be \$ 5,500,000.00 (see *Exhibit B*), which limit may not be exceeded unless authorized by a Supplemental Contract and approved by the TOLLWAY's Board of Directors. This sum represents the maximum compensation limit for completion of all Engineering Services for all items of work included in the Scope of Design Section Engineering Services (Exhibit F). If potential additional services have been identified in the scope of work (Exhibit F), it is understood that these services may not be requested by the TOLLWAY. If these services are requested by the TOLLWAY to be performed by the DESIGN SECTION ENGINEER, Exhibits A-H (Cont) must be submitted by the DESIGN SECTION ENGINEER for the TOLLWAY's approval prior to commencement of the work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Any audit adjustment will be submitted on a final invoice for any underpayment or overpayment to the DESIGN SECTION ENGINEER or its subcontractors. The DESIGN SECTION ENGINEER shall promptly reimburse the TOLLWAY for any overpayment, or the TOLLWAY at its option may deduct any overpayment from any funds due the DESIGN

SECTION ENGINEER, whether those funds are due under this contract or other contracts to which the DESIGN SECTION ENGINEER is a party either directly with the TOLLWAY or as a subcontractor. In the event the DESIGN SECTION ENGINEER fails or refuses to reimburse the TOLLWAY for an overpayment, the DESIGN SECTION ENGINEER shall be responsible for all costs, including attorney fees, incurred by the TOLLWAY to collect such overpayment.

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

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

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

THIS PROPOSAL FOR DESIGN SECTION ENGINEERING SERVICES FOR

CONTRACT I-17-4678

SUBMITTED BY:

FIRM NAME: Burns & McDonnell Engineering Co., Inc.

ADDRESS: 1431 Opus Place, Suite 400

**CITY, STATE &
ZIP CODE:** Downers Grove, IL 60515

TELEPHONE: 630-724-3200

FACSIMILE: 630-724-3201

SIGNED BY:



PRINTED NAME: Scott Newland

TITLE: Senior Vice President

ILLINOIS TOLLWAY CONTRACT NO.:

I-17-4678

CONTRACTOR (NAME):

Burns & McDonnell Engineering Co., Inc.

1. PAYMENT TERMS AND CONDITIONS:

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

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

3. AUDIT/RETENTION OF RECORDS: Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of five years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of five years from the later of final

payment under the term or completion of the subcontract. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, the Tollway Inspector General, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.

4. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.
5. **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
6. **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.
7. **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
8. **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.
9. **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the Tollway and State of Illinois, their directors, agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any

property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any negligent act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.

10. **INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
11. **SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
12. **COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
13. **BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.
14. **APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>.
15. **ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
16. **CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee, or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.
17. **NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
18. **MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive

termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

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

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

25. **SUPPLEMENTAL PROVISIONS**

25.1 **TOLLWAY SUPPLEMENTAL PROVISIONS**

25.1.1 **Agents and Employees:**

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

25.1.2 **Publicity:**

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

25.1.3 **Third Party Beneficiaries:**

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

25.1.4 **Successors In Interest:**

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

25.1.5 **Venue:**

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

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

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

25.1.5.3 The Tollway is not currently an appropriated agency.

25.2 **Report of a Change in Circumstances:** The Vendor 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 Vendor'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 Vendor's Certification/Disclosure Forms, the Vendor's IDOT pre-qualification, or any certification or licensing required for this project. Additionally, Vendor agrees to report to the Tollway within the above timeframe any arrests, indictments, convictions or other matters involving the Vendor, 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 Vendor agrees to incorporate substantially similar reporting requirements into the terms of any and all subcontracts relating to work performed under this agreement. The Vendor agrees to forward or relay to the Tollway any reports received from subconsultants pursuant to this paragraph within 21 days.

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

25.3 VENDOR SUPPLEMENTAL PROVISIONS


Vendor Supplemental Provisions:

STATE OF ILLINOIS
SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

Burns & McDonnell Engineering Co., Inc. agrees with the terms and conditions set forth in the Professional Services Bulletin, including the standard terms and conditions, the Agency/University supplemental provisions, certifications, and disclosures, with the following exceptions:

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

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

Agreed: Burns & McDonnell Engineering Co., Inc.	Agreed: Illinois Tollway
By: Mike Folta	By:
Signed: 	Signed:
Position: Vice President	Position:
Date: 8/14/17	Date:



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

Date: 8/14/17 **Project Number:** I-17-4678

Project Name: Elgin O'Hare Western Access, Pratt Boulevard to Touhy Avenue

DELINQUENT DEBT REVIEW

Sub Consultant Disclosure.

Will you be using any sub-consultants? Yes No

If yes, you must identify below, to the extent the information is known, the names, addresses and type of work all SubConsultants you will be using in the performance of this Contract, together with the anticipated percentage each is expected to receive pursuant to this Contract. The State may request updated information at any time. For purposes of this section Sub-Contractors/Consultants are those specifically hired to perform all, or part, of the work of this contract or to provide the supplies requested by the State.

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

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

CONTRACTOR/CONSULTANT

Consultant: Burns & McDonnell Engineering Company, Inc.

Federal Employment Identification Number (FEIN) [REDACTED]

E-Mail: mfolta@burnsmcd.com

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

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

<u>Sub-Consultant(s)</u>	<u>Sub-Consultant FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Percentage of Contract (to extent known)</u>
2IM Group, LLC		118 South Clinton Street, Chicago, IL 60661	Drainage	5%
ABNA of Illinois, Inc.		9901 S. Western Avenue, Suite 001, Chicago, IL 60643	Lighting & Survey	7%
AES Services, Inc.		111 S. Wacker Drive, Suite 3910 Chicago, IL 60606	Survey	5%
Industria, Inc.		2856 N. Campbell Ave, Chicago, IL 60618	Cost & Scheduling	2%

O'Brien & Associates, Inc.	[REDACTED]	1235 East Davis, Arlington Heights, IL 60634	Geotechnical	7%
Rubinos & Mesia Engineers, Inc.	[REDACTED]	200 S. Michigan Ave, Suite 1500 Chicago, IL 60604	Roadway/Civil	20%
Wynndalco Enterprises, LLC.	[REDACTED]	55 Wacker Drive, 9 th Floor, Chicago, IL 60601	Structural	5%

Signature: _____

Date: 8/14/17

Printed Name: Mike Folta

**STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER**

I certify that:

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

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

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

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

Name:

Business Name: Burns & McDonnell Engineering Co., Inc.

Taxpayer Identification Number: [REDACTED]

Social Security Number:

or

Employer Identification Number:

Legal Status (check one):

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

Signature of Authorized Representative: [REDACTED]

Date: August 3, 2017

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 10676

Burns & Mc Donnell Engineerg co Inc

1431 Opus Place
Suite 400

Downers Grove IL 60515

Information for this business last updated on:

Monday, August 14, 2017

Certificate produced on Tuesday, August 15, 2017 at 11:19 AM





To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

BURNS & MCDONNELL ENGINEERING COMPANY, INC., INCORPORATED IN MISSOURI AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON JULY 23, 1973, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 2ND day of MARCH A.D. 2016 .



Jesse White

SECRETARY OF STATE

Authentication #: 1806202438 verifiable until 03/02/2017

Authenticate at: <http://www.cyberdriveillinois.com>

Vendor Registration: View Form

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- Contacts & Owners
- Comments
- Reviews
- Certifications
- Site Visits
- Registrations

Burns & McDonnell Engineering Company, Inc.

System Vendor Number: 20063403

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Vendor Registration	
FORM NAME	A - B. Business Information & Additional Information
DESCRIPTION	Complete section A and B, in order to submit this form.
DATE SUBMITTED	6/27/2017
STATUS	Accepted
BUSINESS NAME	Burns & McDonnell Engineering Company, Inc.
POINT OF CONTACT	Erin Helander
FLAG FORM	Add Flag

A. Business Information	
1. YOUR BUSINESS IS REGISTERING AS A	Prime contractor only 7/0
2. NAME OF CEO/BUSINESS OWNER	Ray Kowalik 7/0
3. ANNUAL SALES/GROSS RECEIPTS	2472000000.00 7/0
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	01/01/1898 7/0
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business statewide. 7/0
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	Erin Helander 7/0
CONTACT PERSON TITLE	Marketing Coordinator
CONTACT PERSON PHONE	708-525-1662
CONTACT PERSON EMAIL	ehelander@burnsmcd.com

B. Additional Information	
1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	Chief Procurement Office (CPO)State Agency 7/0

Vendor Registration: View Form

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Burns & McDonnell Engineering Company, Inc. System Vendor Number: 20063403

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Vendor Registration	
FORM NAME	C. Small Business Set-Aside Program
DESCRIPTION	Complete the Small Business Set-Aside Program form
DATE SUBMITTED	6/27/2017
STATUS	Accepted
BUSINESS NAME	Burns & McDonnell Engineering Company, Inc.
POINT OF CONTACT	Erin Helander
FLAG FORM	Add Flag

C. Small Business Set-Aside Program	
1. WOULD YOU LIKE TO APPLY/RE-QUALIFY FOR THE SMALL BUSINESS SET-ASIDE PROGRAM?	No 70

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

Vendor Registration: View Form

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

Burns & McDonnell Engineering Company, Inc.

System Vendor Number: 20063403

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Vendor Registration

FORM NAME	D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois
DESCRIPTION	Complete section D and E, in order to submit this form.
DATE SUBMITTED	6/27/2017
STATUS	Accepted
BUSINESS NAME	Burns & McDonnell Engineering Company, Inc.
POINT OF CONTACT	<u>Erin Helander</u>
FLAG FORM	Add Flag

D. Department of Human Rights (DHR)

1. HIGHEST NUMBER OF EMPLOYEES (INCLUDING FULL AND PART TIME EMPLOYEES) AT ANY TIME DURING THE PAST YEAR	5300	70
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business had 15 or more employees at any time within the past year. 110040-01 exp. 1/10/2022	70

E. Authorized to do Business in Illinois

1. IS YOUR BUSINESS REGISTERED AND AUTHORIZED TO DO BUSINESS IN ILLINOIS?	Yes, registered and in good standing with the Illinois Secretary of State	70
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Additional Information

STAFF ATTACHED FILE(S)

Attach File

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

Vendor Registration: View Form

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
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Burns & McDonnell Engineering Company, Inc.

System Vendor Number: 20063403

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Vendor Registration

FORM NAME	F - G. Certifications & Board of Elections
DESCRIPTION	Complete section F - G, in order to submit the form.
DATE SUBMITTED	6/27/2017
STATUS	Accepted
BUSINESS NAME	Burns & McDonnell Engineering Company, Inc.
POINT OF CONTACT	Erin Helander
FLAG FORM	Add Flag

F. Certifications

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

Yes

2. THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, GENERAL PARTNERSHIPS, AND SINGLE MEMBER LLCs, BUT IS NOT OTHERWISE APPLICABLE. VENDOR CERTIFIES HE/SHE IS NOT IN DEFAULT ON AN EDUCATIONAL LOAN. 6 ILCS 385/3

N/A

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

Yes

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

Yes

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

Yes

EXHIBIT "1"

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

13. VENDOR CERTIFIES THAT IF IT HIRES A PERSON REQUIRED TO REGISTER UNDER THE LOBBYIST REGISTRATION ACT TO ASSIST IN OBTAINING ANY STATE CONTRACT, THAT NONE OF THE LOBBYIST'S COSTS, FEES, COMPENSATION, REIMBURSEMENTS OR OTHER REMUNERATION WILL BE BILLED TO THE STATE. 30 ILCS 500/60-38

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

N/A

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

EXHIBIT "1"

CONTRIBUTION THAT WILL VIOLATE THESE REQUIREMENTS.

Yes

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

N/A

G. Board of Elections (BOE)

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

Yes, I certify my business is registered with BOE.

10476

Additional Information

STAFF ATTACHED FILE(S)

Attach File

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

[Customer Support](#)

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Vendor Registration: View Form

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Burns & McDonnell Engineering Company, Inc.

System Vendor Number: 20063403

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Vendor Registration	
FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	6/27/2017
STATUS	Accepted
BUSINESS NAME	Burns & McDonnell Engineering Company, Inc.
POINT OF CONTACT	Erin Helander
FLAG FORM	Add Flag

H. Iran Disclosure
<p>1. DO YOU OR ANY OF YOUR CORPORATE PARENTS OR SUBSIDIARIES HAVE ANY BUSINESS OPERATIONS THAT MUST BE DISCLOSED? 70</p> <p style="margin-left: 20px;">No business operations to disclose.</p>

Additional Information
<p>STAFF ATTACHED FILE(S) Attach File</p> <p style="margin-left: 20px;"><small>Refresh List after attaching file(s).</small></p>

STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

IPB Reference #: 22040244 Procurement/Contract #: I-17-4678

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

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

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

1. Certification of Illinois Procurement Gateway Registration

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

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

IPG Registration #: 20063403 IPG Expiration Date: 6/28/2018

2. Certification Timely to this Solicitation or Contract

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

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

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

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

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

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

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

Name	Address	Relationship to Disclosing Entity
n/a	n/a	n/a

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency/University contract: n/a

5. Disclosure of Current and Pending Contracts

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

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

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

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
See attachment				

6. Signature

As of the date signed below, I certify that:

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

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

This disclosure information is submitted on behalf of:

Vendor Name: Burns & McDonnell Engineering Co., Inc

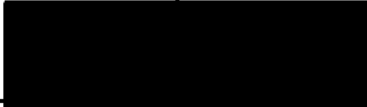
Phone: (630) 724-3227

Street Address: 1431 Opus Place, Suite 400

Email: mfolta@burnsmcd.com

City, State, Zip: Downers Grove, IL 60515

Vendor Contact: Mike Folta, Vice President

Signature: 

Date: 8/03/17

Printed Name: Michael J. Folta

Title: Vice President

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Mihols Procurement Bulletin #
ILLINOIS CAPITAL DEVELOPMENT BOARD	KANKAKEE AASF/RC COMMISSIONING	Active	\$197,936.40	546-006-001
ILLINOIS DEPT OF TRANSPORTATION	IDOT PTB 167/07 Ph III US 14	Active	\$5,190,189.39	PTB 167-07
ILLINOIS DEPT OF TRANSPORTATION	IDOT PTB 169/10 Ph I Various Projects	Active	\$1,708,262.64	PTB 169-10
ILLINOIS DEPT OF TRANSPORTATION	IDOT PTB 173/06 Ph 1 Various	Active	\$249,999.00	PTB 173-06
ILLINOIS DEPT OF TRANSPORTATION	IDOT PTB 175/017 Ph 1/Ph 11 Various	Active	\$350,000.00	PTB 175-17
ILLINOIS DEPT OF TRANSPORTATION	IDOT PTB 179/011 Ph I/Ph II Various	Active	\$417,662.18	PTB 179 -11
ILLINOIS STATE TOLL HWY AUTHORITY	I-90 Elgin CM & CCM	Active	\$16,915,000.00	I-12-4049
ILLINOIS STATE TOLL HWY AUTHORITY	I-90 CM East of Oakton St. to East of Lee Street	Active	\$15,000,000.00	I-14-4186

Vendor Registration: View

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- Comments
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- Site Visits
- Registrations

Burns & McDonnell Engineering Company, Inc. System Vendor Number: 20083403

Vendor Registration	
TYPE	State of Illinois Vendor Registration
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	6/27/2017
STATUS	Accepted
REVIEWER	Stephanie Hill
DATE REVIEWED	6/28/2017
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	6/28/2018
FLAG FORM	Add Flag

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

Entity Information	
BUSINESS NAME	Burns & McDonnell Engineering Company, Inc.
CONTACT FOR THIS SUBMISSION	Erin Helander (change contact)
PRIMARY CONTACT EMAIL	ehelander@burnsmcd.com
PHONE	630-724-3200
FAX	630-724-3201
COMPANY EMAIL	ehelander@burnsmcd.com
TAX ID NUMBER	[REDACTED]
COMPANY TYPE	Corporation
ADDRESS	1431 OPUS PLACE SUITE #400 DOWNERS GROVE, IL 60515 (edit address)

Vendor Registration: View Form

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
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Burns & McDonnell Engineering Company, Inc.

System Vendor Number: 20063403

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Vendor Registration

FORM NAME	I. Financial Disclosure & Conflicts of Interest
DESCRIPTION	Complete the Financial Disclosure & Conflicts of Interest form
DATE SUBMITTED	6/27/2017
STATUS	Accepted
BUSINESS NAME	Burns & McDonnell Engineering Company, Inc.
POINT OF CONTACT	<u>Erin Helander</u>
FLAG FORM	<u>Add Flag</u>

I. Financial Disclosures & Conflicts of Interest

A. IDENTIFY THE APPLICABLE ENTITY TYPE. P

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

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

Yes

Document	Status
Parent Form <u>Parent Financial Disclosure and Conflict of Interest</u> (PDF, 1.04 MB)	Attached by Erin Helander on 6/27/2017

C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST P

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

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

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

Document	Status
List of individuals or entities meeting one or more of the listed thresholds. <u>Percentage of Ownership and Distributive Income</u> (PDF, 80.77 KB)	Attached by Erin Helander on 5/25/2017

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

Yes

EXHIBIT "1"

3. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT WERE ENTITLED TO RECEIVE DISTRIBUTIVE INCOME IN AN AMOUNT GREATER THAN \$106,447.20 OR GREATER THAN 5% OF THE TOTAL DISTRIBUTIVE INCOME OF THE BUSINESS HAVE BEEN DISCLOSED IN QUESTION 1.

Yes

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

Not applicable - For-Profit Entity

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

Not applicable - No individuals disclosed in question 1

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

Not applicable - No individuals disclosed in question 1

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

Not applicable - No individuals disclosed in question 1

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

Not applicable - No individuals disclosed in question 1

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

Not applicable - I answered No in Questions 5-8

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

Not applicable - I answered No in Questions 5-8

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

Not applicable - No individuals disclosed in question 1

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

Not applicable - No individuals disclosed in question 1

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

Not applicable - No individuals disclosed in question 1

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

Not applicable - No individuals disclosed in question 1

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

Not applicable - No individuals disclosed in question 1

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

Not applicable - No individuals disclosed in question 1

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

Not applicable - No individuals disclosed in question 1

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

Not applicable - No individuals disclosed in question 1

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

Not applicable - No individuals disclosed in question 1

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

Not applicable - No individuals disclosed in question 1

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

No

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

No

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

No

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

No

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

No

Additional Information

STAFF ATTACHED FILE(S)



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

[Customer Support](#)

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

Vendor Name: Burns & McDonnell Engineering Co., Inc.

DBA: Burns & McDonnell Engineering Co., Inc.

INSTRUCTIONS:

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

Name	Address	% of Ownership	\$ Value of Ownership	% of Distributive Income	\$ Value of Distributive Income
Burns & McDonnell, Inc.	9400 Ward Parkway, Kansas City, MO	100%	Value exceeds \$106,447.20 Confidential		

**ILLINOIS PROCUREMENT GATEWAY
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

This Financial Disclosures and Conflicts of Interest Form must be accurately completed and submitted by the Parent Entity with 100% ownership of the Vendor applying for or holding registration within the Illinois Procurement Gateway. If Parent Entity is 100% owned by another entity ("Parent's Parent Entity"), then the Parent's Parent Entity must complete this disclosure form. This disclosure requirement continues for each successive parent until the level where the parent entity does not have 100% ownership. Parent entities with less than 100% ownership do not need to complete this form.

There are seven steps to this form and each must be completed as instructed. The Agency/University will consider this form when evaluating the vendor's bid, offer, or proposal or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the disclosure is no longer accurate, then disclosing entities must provide an updated form.

Vendor Name	Burns & McDonnell Engineering Co., Inc.
Doing Business As (DBA)	Burns & McDonnell Engineering Co., Inc.
Disclosing Entity	Burns & McDonnell, Inc.
Disclosing Entity's Parent Entity	
Instrument of Ownership or Beneficial Interest	Other <input checked="" type="checkbox"/> If you selected Other, please describe: Burns & McDonnell Engineering Company, Inc. (the Vendor) is a wholly owned subsidiary of Burns & McDonnell, Inc. (the Vendor Parent). The Vendor Parent is a 100% employee owned company, with the majority of the company stock held in Burns & McDonnell, Inc. Employee Ownership Plan, plus seven individual shareholders, all of whom are employees of the vendor, and none of whom hold more than 5% of the outstanding shares.

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

**STEP 1
SUPPORTING DOCUMENTATION SUBMITTAL**

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

Option 1 – Publicly Traded Entities

1.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

1.B. Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.

Option 2 – Privately Held Entities with more than 200 Shareholders

2.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

2.B. Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

Option 3 – All other Privately Held Entities, not including Sole Proprietorships

3.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

Option 4 – Foreign Entities

4.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

4.B. Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

Option 5 – Not-for-Profit Entities

Complete Step 2, Option B.

Option 6 – Sole Proprietorships

Skip to Step 3.

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

**STEP 2
DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS**

Complete either Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
Kowalik, Raymond	9400 Ward Parkway, Kansas City, MO 64114	.51%	exceeds \$106,447.20
Fischer, Paul	9400 Ward Parkway, Kansas City, MO 64114	.19%	exceeds \$106,447.20
Olander, John	9400 Ward Parkway, Kansas City, MO 64114	.31%	exceeds \$106,447.20
Scott, Dennis	9400 Ward Parkway, Kansas City, MO 64114	.24%	exceeds \$106,447.20
Yeamans, David	9400 Ward Parkway, Kansas City, MO 64114	.24%	exceeds \$106,447.20
The AZCO Employee Stock Ownership Trust	9400 Ward Parkway, Kansas City, MO 64114	2.12%	exceeds \$106,447.20
Burns & McDonnell ESOP	9400 Ward Parkway, Kansas City, MO 64114	96.41%	exceeds \$106,447.20

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor’s total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
Burns & McDonnell, Inc.	9400 Ward Parkway	96.41% - Employee Stock	Privately Held
(Parent Company of Burns & McDonnell Engineering Co., Inc.)	Kansas City, MO 64114	Ownership Plan (ESOP)	

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

Yes No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

Yes No

OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	Address

**STEP 3
PROHIBITED CONFLICTS OF INTEREST**

Step 3 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: Raymond J. Kowalik, Paul D. Fischer, David G. Yeamans, John E. Olander, Dennis W. Scott

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? Yes No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? Yes No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? Yes No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? Yes No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? Yes No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor? Yes No

**STEP 4
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS**

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: Raymond J. Kowalik, Paul D. Fischer, David G. Yeamans, John E. Olander, Dennis W. Scott

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? Yes No
3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? Yes No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? Yes No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office? Yes No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? Yes No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? Yes No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? Yes No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No

**STEP 5
EXPLANATION OF AFFIRMATIVE RESPONSES**

If you answered "Yes" in Step 3 or Step 4, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

**STEP 6
POTENTIAL CONFLICTS OF INTEREST
RELATING TO DEBARMENT & LEGAL PROCEEDINGS**

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: Burns & McDonnell, Inc. Raymond J. Kowalik, Paul D. Fischer, David G. Yeamans, John E. Olander, Dennis W. Scott, The AZCO Employee Ownership Trust, and Burns & McDonnell ESOP.

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? Yes No
2. Within the previous ten years, have you had any professional licensure discipline? Yes No
3. Within the previous ten years, have you had any bankruptcies? Yes No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? Yes No
5. Within the previous ten years, have you had any criminal felony convictions? Yes No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual.



This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: Burns & McDonnell, Inc.

Signature: _____

Date: 6/22/17

Printed Name: Tom McCay

Title: Associate

Phone Number: (312) 521-8916

Email Address: tmccay@burnsmcd.com



CERTIFICATE OF LIABILITY INSURANCE

12/1/2017

DATE (MM/DD/YYYY)
8/9/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:		
	PHONE (A/C No. Ext):	FAX (A/C No.):	
INSURED 1334923 BURNS & MCDONNELL ENGINEERING COMPANY, INC. ATTN: LYNDA LEVAN PO BOX 419173 KANSAS CITY MO 64141-6173 MACK, MIKE	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Liberty Mutual Fire Insurance Company		23035
	INSURER B: Westchester Fire Insurance Company		10030
	INSURER C: Zurich American Insurance Company		16535
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES * CERTIFICATE NUMBER: 14889598 REVISION NUMBER: XXXXXXX

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 INSR	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	Y	N	TB2-641-432888-036	12/1/2016	12/1/2017	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 - COMPROP AGG \$ 2,000,000
GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	N	AS2-641-432888-046	12/1/2016	12/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N	N	G21986410012	12/1/2016	12/1/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC2-641-432888-016	12/1/2016	12/1/2017	<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
C	PROFESSIONAL LIABILITY	N	N	EOC9140546	12/1/2016	12/1/2017	\$2,000,000 PER CLAIM; \$2,000,000 AGGREGATE

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

RE: TOLLWAY DESIGN JOB 1-17-4678. THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER**CANCELLATION** See Attachments

14889598
ILLINOIS STATE TOLL HIGHWAY AUTHORITY
ATTN: LINDA DAVIS-ADAMS
2700 OGDEN AVENUE
DOWNERS GROVE, IL 60515-1164

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

POLICY NUMBER, TB2-641-432888-036

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

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**

A. Section 11 — Who Is An Insured is amended to include as an additional/ insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for 'bodily injury' or "property damage caused, in whole or in part, by your work"! at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard", However:

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

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 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.

SCHEDULE

Name Of Additional Insured Person(s)
Or Organization(s): Location And Description Of Completed Operations

As required by written contact All locations

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

POLICY NUMBER: T62-641-432888-036

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY,
ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following;

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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.

SCHEDULE

Name Of Additional Insured Person(s) Location(s) Of Covered Operations
Or organization(s):

All persons or organizations as required AU locations as required by a written contract
by written contract

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

Named Insured: BURNS &
MCDONNELL ENGINEERING
COMPANY, INC.
Policy Term: 12/1/2016 - 12/1/2017
Policy Number: TB2-641-432888-
036

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE AMENDMENT - SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

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

Schedule

Person or Organization:

WHERE REQUIRED BY WRITTEN CONTRACT.

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person or organization shown in the Schedule of this endorsement that qualifies as an additional insured on this policy, this policy will apply solely on the basis required by such written agreement and Paragraph 4. Other Insurance of Section IV - Conditions will not apply. If the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. Other Insurance of Section IV - Conditions will govern. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

NAMED INSURED: BURNS & MCDONNELL ENGINEERING COMPANY, INC.
POLICY NUMBER: AS2-641-432888-046

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

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" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name of Person(s) or Organization(s) : As required by written contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

CA 20 48 10 13 © Insurance Services Office, Inc.

Policy Number. AS2-641-432888-046
Issued by: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS 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*" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):

Any person or organization where the Named Insured has agreed by written contract to include such person or organization

Regarding Designated Contract or Project:

Any

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the Other Insurance Condition:

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

AC 84 23 08 11

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-17-4678

Proposal Date: 8/3/2017

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-17-4678

Consultant: Burns & McDonnell Engineering Co., Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		Grand Total Exhibit A Hours
Master Plan and Concept Design Requirements											124	350	474	15,100
Contract Documents for Contract N07													0	
Concept Design Report - Adding Auxiliary Lanes													0	
Considering Future Construction of Ramp V2 in Design													0	
Project Management											130	130	260	
QA/QC Plan Modifications Contract Documents for Aux Lanes													0	
Concept Design for Runway 9L CDA/FAA Facility												90	90	
Contract Documents for CDA/FAA Facility Design Contract													0	
Project Management - ALSF Efforts												25	25	
QA/QC ALSF Efforts													0	
TOTALS											254	595	849	

Contract Number: I-17-4678 Consultant: Burns & McDonnell Engineering Co., Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Master Plan and Concept Design Requirements	276	50			104		80		40	40	40		630
Contract Documents for Contract N07			140	140	140	140	210	210	210	210	210	210	1820
Concept Design Report - Adding Auxiliary Lanes	120	60	73										253
Considering Future Construction of Ramp V2 in Design	92	80	40	40	40	40	40	40	40	40	50	100	642
Project Management	70	65	65	65	130	130	130	100	100	100	100	100	1155
QA/QC Plan												64	64
Modifications Contract Documents for Aux Lanes			25	25	25	25	25	25	25	25	25	25	250
Concept Design for Runway 9L CDA/FAA Facility	100	100	100	100	100								500
Contract Documents for CDA/FAA Facility Design Contract						140	140	140	140	140			700
Project Management - ALSF Efforts	25	25	25	25	25	25	25	25	25	25	25	25	300
QA/QC ALSF Efforts										50			50
TOTALS	683	380	468	395	564	500	650	540	580	630	450	524	6364

Contract Number: I-17-4678 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		
Master Plan and Concept Design Requirements				80						80				160
Contract Documents for Contract N07	264	200	200	200	225	225	260	260	260	260	260	260	260	2874
Concept Design Report - Adding Auxiliary Lanes														0
Considering Future Construction of Ramp V2 in Design														0
Project Management	65	65	65	65	65	65	65	65	65	65	65	65	65	780
QA/QC Plan	192													192
Modifications Contract Documents for Aux Lanes	25	25	25	25	25	25	25	25	25	25	25	25	25	300
Concept Design for Runway 9L CDA/FAA Facility														0
Contract Documents for CDA/FAA Facility Design Contract	140	140	140	140	140	160	160							1020
Project Management - ALSF Efforts	25	25	25	25	25	25	25							175
QA/QC ALSF Efforts				48			40							88
TOTALS	711	455	455	563	480	500	575	350	350	430	350	350	350	5589

Contract Number: I-17-4678 Consultant: Burns & McDonnell Engineering Co., Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Master Plan and Concept Design Requirements														0
Contract Documents for Contract N07	260	260	200	200	200	100	80	80						1380
Concept Design Report - Adding Auxiliary Lanes														0
Considering Future Construction of Ramp V2 in Design														0
Project Management	65	130	65	65	65	65	65	65	65					650
QA/QC Plan	64	128						76						268
Modifications Contract Documents for Aux Lanes														0
Concept Design for Runway 9L CDA/FAA Facility														0
Contract Documents for CDA/FAA Facility Design Contract														0
Project Management - ALSF Efforts														0
QA/QC ALSF Efforts														0
TOTALS	389	518	265	265	265	165	145	221	65					2298

Contract No.: I-17-4678

Consultant: Burns & McDonnell Engineering Co., Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u> 15,100.00 </u> (Total Work Hours from Exhibit C-2)	X	<u> \$ 56.53 </u> (Average Hourly Rate from Exhibit C-2)	=	TOTAL DIRECT SALARY	<u> \$ 853,803.00 </u>
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Multiplier to be used on this project:	<u> 2.80 </u>
Allowable Multiplier = (2.8 DSE) (2.8 or 2.8 CM) (2.8 PMO)	

DIRECT REGULAR SALARY TIMES MULTIPLIER	<u> \$ 2,390,088.40 </u>
---	------------------------------------

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS	<u> \$292,911.60 </u>
--------------------	---------------------------------

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H)	<u> \$ 2,707,000.00 </u>
--	------------------------------------

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont))	<u> \$ 110,000.00 </u>
---	----------------------------------

TOTAL SERVICES BY OTHERS	<u> \$ 2,817,000.00 </u>
--------------------------	------------------------------------

D. ADDITIONAL SERVICES (Prime Consultant)

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

(Requires prior authorization before use)

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

	<u> \$ 5,500,000.00 </u>
--	------------------------------------

Contract No.: I-17-4678 Consultant: Burns & McDonnell Engineering Co., Inc.

Date: 8/3/2017

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 35 No. OF MONTHS
 SCHEDULED START DATE: 11/1/2017
 RAISE DATE: 1/1/2018
 PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date	Date
11/1/2017	12/31/2017	1/1/2018	12/31/2018	1/1/2019	12/31/2019	1/1/2020
2.0	12.0	12.0	12.0	9.0	35.0	35.0
5.71%	34.29%	34.29%	34.29%	25.71%	Escalation Factor Third Period	Escalation Factor Fifth Period
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period	Escalation Factor Sixth Period	Escalation Factor Seventh Period

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date	Date
-	-	-	-	-	-	-
35.0	35.0	35.0	35.0	35.0	35.0	35.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period	Escalation Factor Eleventh Period	Escalation Factor Twelfth Period

The escalation factor for this project is: 100.00%

Contract No.: I-17-4678

Consultant: Burns & McDonnell Engineering Co., Inc.

Date: 8/3/2017

Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES

'Yes' must be selected in Column A

DIRECT COST										
OVERTIME PREMIUM										
Total Estimated O/T Hours: _____										
Average Premium O/T Hourly Rate: _____										
Total Overtime Premium: _____										
Total Estimated Work Hours: <u>15,100.00</u>										
Average Hourly Rate: <u>\$56.53</u>										
Total Direct Labor: <u>\$853,603.00</u>										
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)		
No	Principal	\$50.00	\$70.00							
No	Project Manager	\$40.00	\$70.00	\$70.00	\$70.00	350.00				
No	Senior Engineer/Planner	\$40.00	\$70.00	\$70.00	\$70.00	5,500.00				
No	Resident Engineer	\$40.00	\$70.00							
No	Project Engineer/Planner	\$25.00	\$60.00	\$51.67	\$51.67	6,500.00				
No	Staff Engineer/Planner	\$20.00	\$40.00							
No	Engineer /Accountant	\$20.00	\$60.00							
No	Senior Technical Specialist	\$25.00	\$60.00	\$47.02	\$47.02	500.00				
No	Technical Specialist	\$15.00	\$50.00							
No	Architect	\$30.00	\$70.00	\$37.81	\$37.81	2,000.00				
No	Realty Specialists	\$20.00	\$70.00							
No	Intern	\$8.25	\$20.00							
No	Admin/Clerical	\$8.25	\$40.00	\$36.19	\$36.19	250.00				

Contract No.: I-17-4678

Consultant: Burns & McDonnell Engineering Co., Inc.

Date: 8/3/2017

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal			\$50 - \$70
Project Manager	Project Manager - Level 13	Govela, Robert M.	\$40 - \$70
	Project Manager - Level 16	Mack, Micheal	
	Project Manager - Level 16	McCay, Thomas A.	
	Project Manager - Level 14	Morales, Jennifer	
	Project Manager - Level 14	Papirnik, Matthew A.	
	Project Manager - Level 15	Quinlan, Brian	
	Project Manager - Level 13	Ruhda, Jeffrey A.	
	Project Manager - Level 14	Schweickert, Shellie M.	
	Project Manager - Level 14	Soard, Sarah J.	
	Project Manager - Level 15	Wenberg, Jason S.	
Senior Engineer/Planner	Senior Civil Engineer - Level 12	Robinson, James I.	\$40 - \$70
	Senior Civil Engineer - Level 13	Schultz, Christopher J.	
	Senior Civil Engineer - Level 13	Zamaltas, Crystal	
Resident Engineer			\$40-\$70
Project Engineer/Planner I	Structual Engineer - Level 14	Boyse, Brian T.	\$25-\$60
	Staff Civil Engineer - Level 11	Holcomb, Rod	
	Sr. Structural Engineer - Level 12	Reid, Andrew W.	
	Staff Civil Engineer - Level 11	Jiang, Richard	
	Doc. Manager/Scheduler - Level 13	Gelsomino, Andrea C.	
	Assistant Civil Engineer - Level 9	Allen, Jennifer M.	
Staff Engineer/Planner			\$20-\$40
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist	Staff Environmental Engineer - Level 11	Fuller, Tess E.	\$25-\$60
Technical Specialist			\$15-\$50
Architect	Landscape Architect - Level 12	Kuntz, Mark	\$30 - \$70
Realty Specialist			\$20-\$70
Intern			\$8.25-\$20
Admin/Clerical	Project Assistant - Level 10	Marino, Amy K.	\$8.25 - \$40
	Project Assistant - Level 10	Stuber, Adam B.	

Contract No.: I-17-4678

Consultant: Burns & McDonnell Engineering Co., Inc.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. **VEHICLE REIMBURSEMENT - rate based on link below**
<http://www2.illinois.gov/cms/employees/travel/Pages/TravelReimbursement.aspx>
- B. **ALLOWABLE DIRECT COSTS - based on link below**
http://www.illinoistollway.com/documents/10157/2389762/12_LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_10012013.PDF
- C. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 292,911.60

ALLOWABLE DIRECT COSTS

10.01.2013

Effective for contracts awarded on or after October 1, 2013, the following costs are allowable when requested by the Department and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Vehicle Rental	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day
Vehicle Half-day Rate	\$32.50/half day
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography and mapping	Actual Cost
Utility exploratory trenching	Actual Cost

ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- **Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a “tool of the trade.”

Contract No.: I-17-4678

Consultant: Burns & McDonnell Engineering Co., Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal:

Project Manager:

Mack, Michael

Project Engineer:

Resident Engineer:

Documentation Engineer:

Project Civil Engineer:

Project Structural Engineer:

Project Drainage Engineer:

Zamaites, Crystal

Senior Engineer:

Others:

Name: Wenberg, Jason S.

Classification: Project Manager

Name: Ruhde, Jeffrey A.

Classification: Project Manager

Name: Goveia, Robert M.

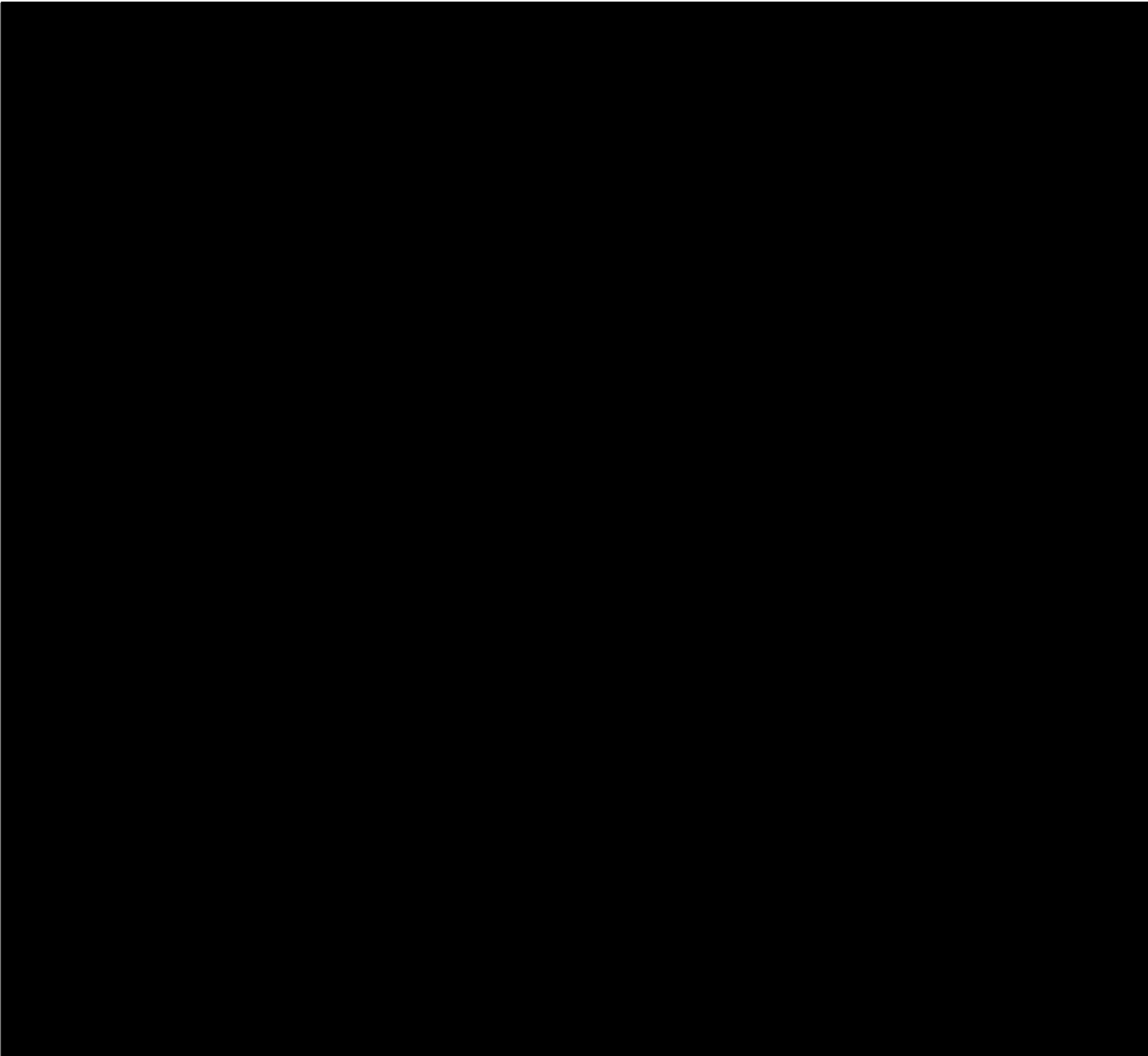
Classification: _____

Name: _____

Classification: _____

MICHAEL MACK, PE

Project Manager



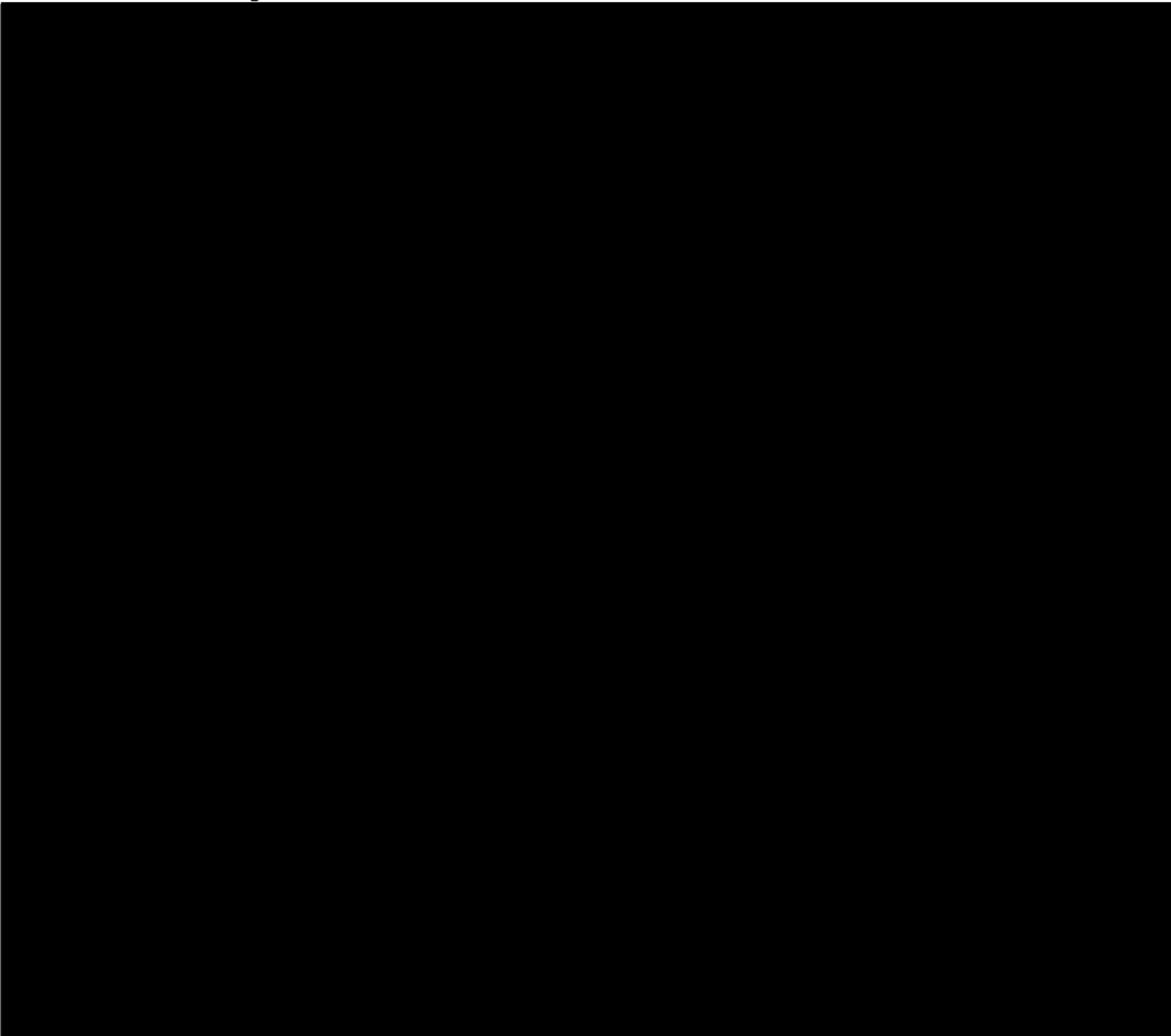
MICHAEL MACK, PE

(continued)



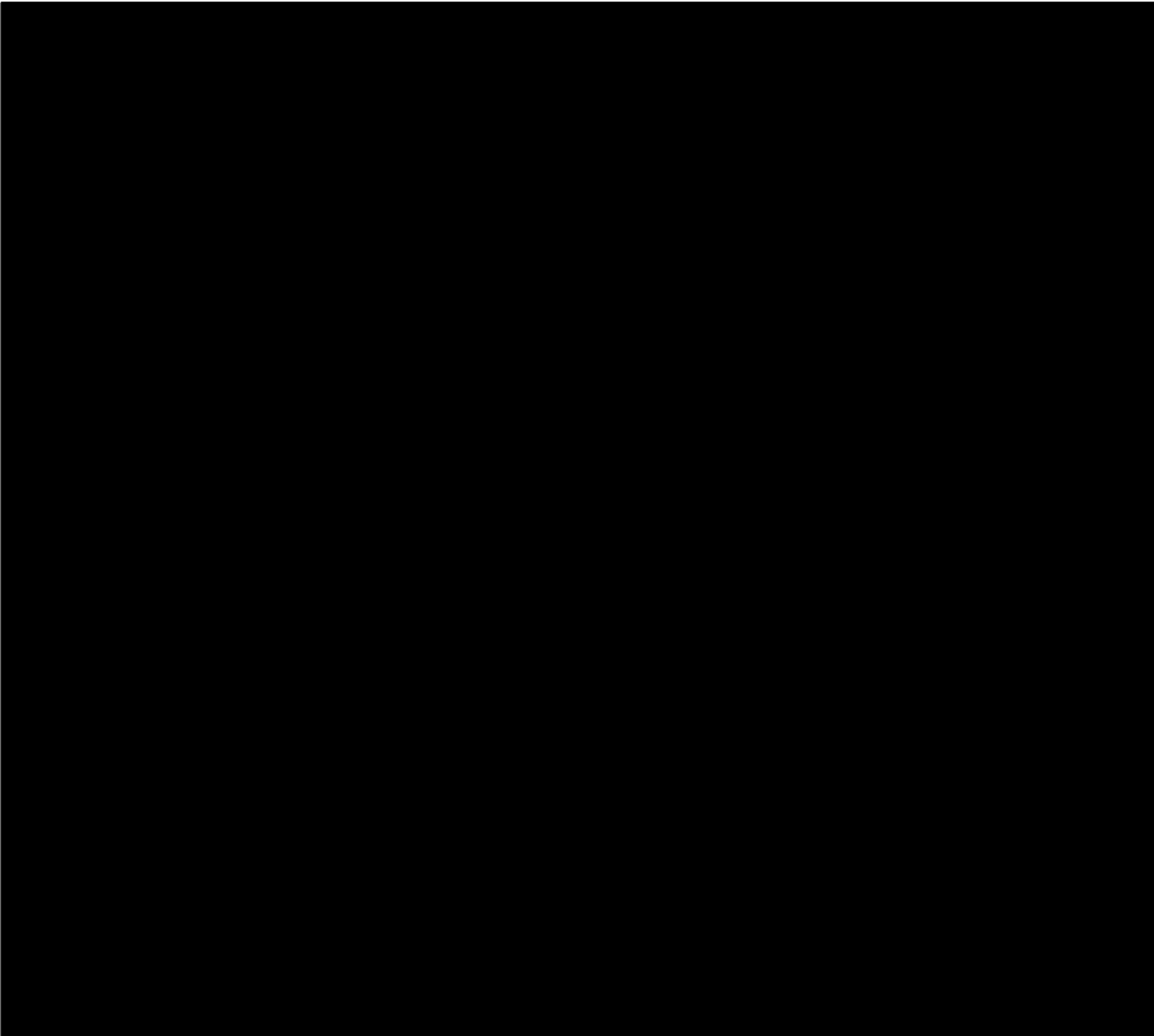
CRYSTAL ZAMAITES, PE, CFM, ENV SP

Senior Civil Engineer



CRYSTAL ZAMAITES, PE, CFM, ENV SP

(continued)

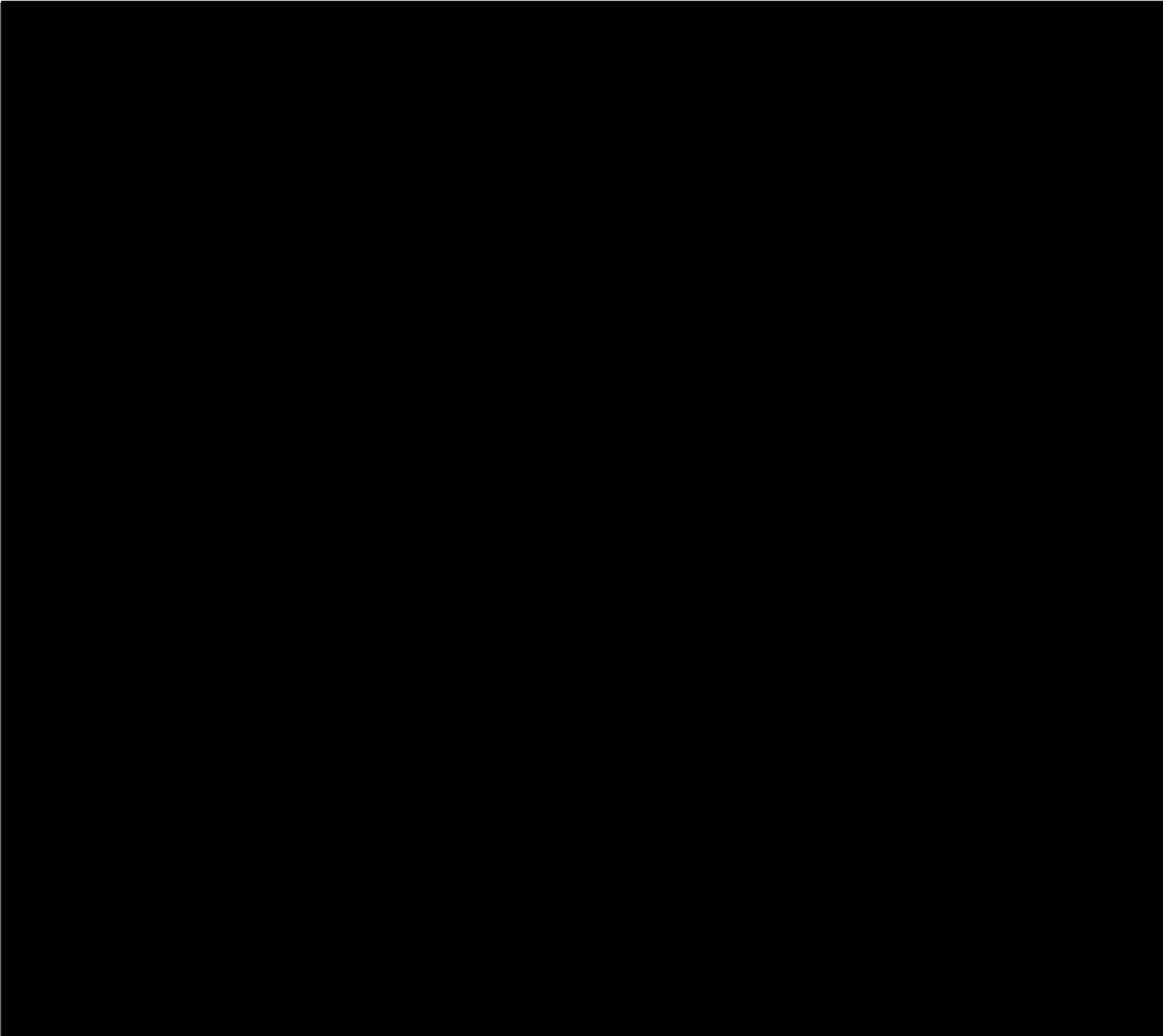


JASON S. WENBERG, PE

Roadway QA/QC

JEFFREY A. RUHDE, SE, PE, LEED AP BD+C

Senior Structural Engineer



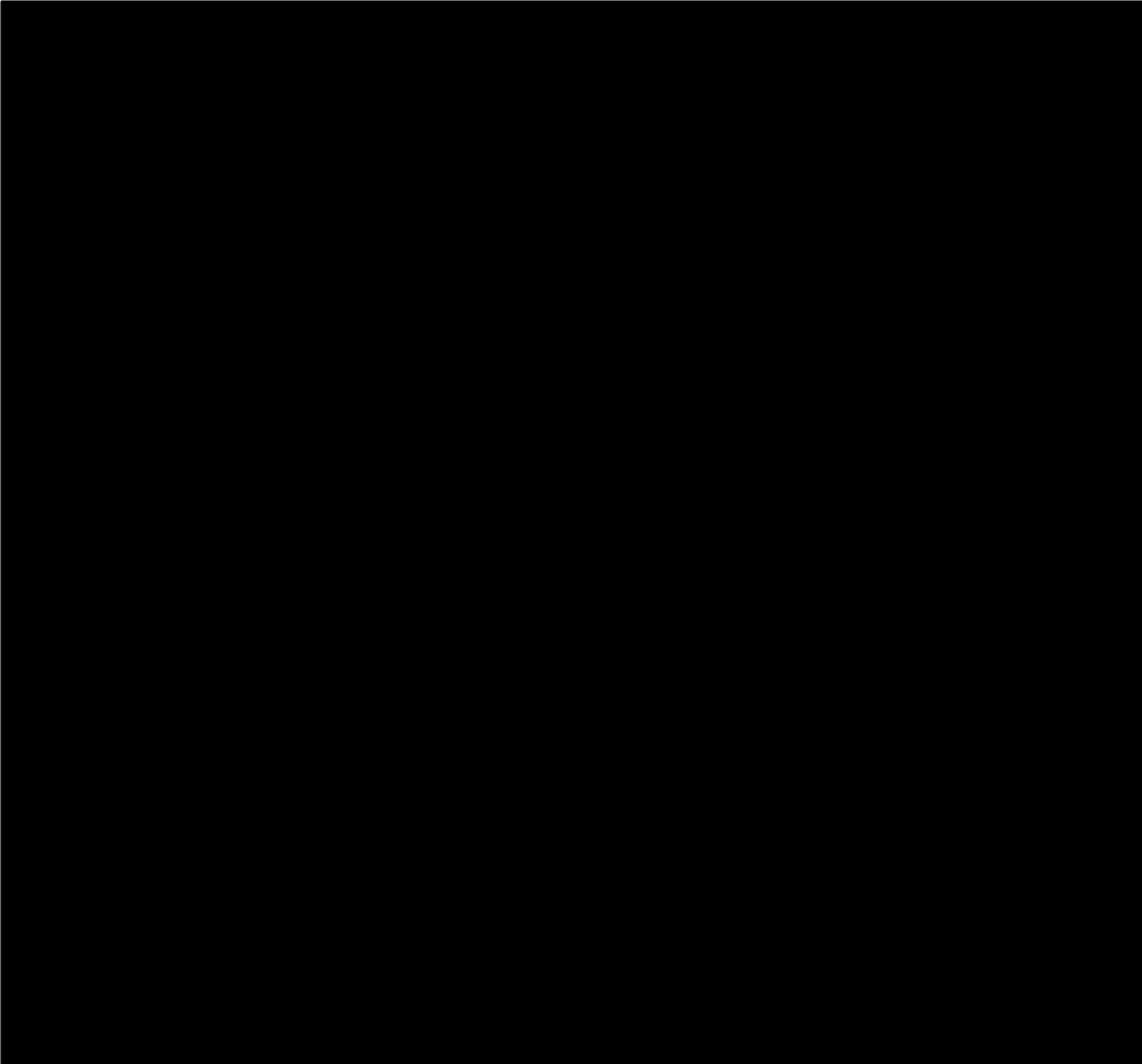
JEFFREY A. RUHDE, SE, PE, LEED AP BD+C

(continued)



ROBERT M. GOVEIA, PE, ENV SP

Roadway Engineer



ROBERT M. GOVEIA, PE, ENV SP

(continued)



I-17-4678

Burns & McDonnell Engineering Co., Inc.

Exhibit F

Scope of Work

Elgin O'Hare Western Access, Pratt Boulevard to Touhy Avenue

Contract No. I-17-4678

Illinois State Toll Highway Authority

I. PROJECT DESCRIPTION

This project is to prepare Phase II engineering services for the preparation of contract plans and specifications and project related permits for the proposed improvements including, but not limited to, construction of new lanes for the Elgin O'Hare Western Access between I-294 and I-90 in DuPage and Cook Counties, Illinois. The project is for construction of the Western Access between Pratt Boulevard and Touhy Avenue. The scope of proposed improvements includes constructing new mainline pavements, drainage improvements, retaining wall construction, earthwork, traffic barriers, lighting installation, installation of storm sewers and drainage structures, maintenance of traffic, pavement markings and other miscellaneous construction.

The following contracts are anticipated to be included (designations as defined in the EOWA Concept (30%) Phase Design prepared by the Design Corridor Manager (DCM)):

1. Construction Contract N07 – Western Access – Pratt Boulevard to Touhy Avenue.
2. Contract Package for Advance Work – Misc.
3. Contract Package for Runway 9L ALSF relocation.

II. ITEMS OF WORK TO BE INCLUDED IN CONTRACT I-17-4678

The Design Section Engineer's (DSE) services under Contract I-17-4678 shall consist of Phase II engineering services for the above described project, together with the identification of potential utility conflicts as per the requirements of the Tollway's Design Section Engineer's Manual, as amended by the Tollway, and herein specified. The design criteria and policies, Standard Specifications, materials and construction requirements of the Illinois State Toll Highway Authority shall apply to all portions of the improvement under Tollway jurisdiction. The design criteria and policies, materials and construction requirements of the Illinois Department of Transportation shall apply outside the Tollway jurisdiction area.

The Illinois Department of Transportation (IDOT) has advanced the EOWA project through the planning stage. The planning stage of the project was completed under a separate contract in two parts, or "tiers." Tier One was completed in June 2010 with the signing of the Record of Decision (ROD). The Tier One planning process, which included the preparation of a Tier One Environmental Impact Statement (EIS), defined an overall preferred multi-modal transportation plan for the study area, essentially identifying the type and location of the proposed improvements, at a conceptual level of detail. During Tier Two, IDOT and the Tollway conducted more detailed environmental and engineering studies. The Tier Two EIS identifies environmental impacts and proposed mitigation based on the refined preliminary design features. The Tier Two Draft EIS was completed in the spring of 2012, followed by the Tier Two Final EIS in December 2012, and design approval via the associated Combined Design Report in February 2013. In addition to the IDOT led Phase I studies, Tollway Contract I-11-4014 provides Design Corridor Management (DCM) services for the EOWA project, including supporting concept design studies. The following deliverables will be provided to the Contract I-17-4678 DSE via the separate IDOT studies and/or the DCM contract:

1. Tier One Environmental Impact Statement.
2. Tier Two Environmental Impact Statement.
3. Combined Design Report.
4. Technical Memoranda and Studies including Interchange Type Studies and FAA 7460 review materials.

5. Existing and Proposed Drainage Plans.
6. Hydraulic Reports including digital models for all waterway crossings and drainage calculations within the project limits.
7. Master Plan Report and Plans.
8. Concept Design Report and Plans
9. Structure sketches for proposed new bridges and retaining walls within the project limits (see Table A).
10. The Design Corridor Manager will provide preliminary right of way requirements and associated cost analyses for the project.

More specifically, the project improvements require design tasks for which design services shall be provided by the DSE to include, but not be limited to, the following:

A. CONCEPT DESIGN VERIFICATION REQUIREMENTS

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

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

1. Project scope
2. Project budget. The DSE shall review the cost estimate and provide an updated concept (30%) level cost estimate.
3. Project schedule. The DSE shall confirm or provide a recommended construction schedule for proposed construction contract package(s) within the contract limits. The DSE shall coordinate with the DCM to ensure that schedules are supported and can be accommodated within the overall EOWA Master Corridor Schedule.
4. ITS/AET Scope. The scope anticipated to be included as part of the construction contract(s) is anticipated to be limited to the installation of the underground duct package along the roadway corridor which will contain Fiber Optic Cable installed under separate contract(s). ITS device design will be performed under separate contracts. The I-17-4678 DSE will be required to coordinate with the DCM to ensure that ITS device design and installation by others under separate contracts is not precluded.
5. Project concept review including geometrics, right-of-way requirements, materials, maintenance of traffic, drainage, number of construction contracts, design criteria, cost benefit analysis, alternatives analysis and all other appurtenant and miscellaneous items. The DSE will include a review of the following contracts prepared by others to confirm that the design is compatible with that of the I-17-4678 design section:
 - a. N09 – Advance Earthwork Grading Phase II Supreme Drive to Old Higgins Road and Taft Avenue Extension.
6. Design Criteria Review. The DSE shall review the current Tollway Design Criteria and evaluate the impact of updating the 30% level concept submittal prepared to date to be in conformance with the current design criteria.
7. Design Deviations prepared to date. The DSE shall coordinate with the DCM and adjacent EOWA DSE sections to confirm whether or not deviations are still required.
8. Evaluation of Roadside obstacles in accordance with the Tollway's Traffic Barrier Guidelines, latest edition. The DSE will prepare a strip map which identifies all areas of concern and meet with the Tollway and DCM to confirm expected level of analysis to be performed as part of the Barrier Warrant Analysis for each contract.
9. Review of utility coordination and utility studies performed to date, perform a field review and submit Notice of Interference forms. The DSE is responsible for utility coordination in accordance with the DSE Manual. The DCM

will provide an up to date CADD file of the current utilities in the project corridor.

10. Review of Phase I environmental documents (including Tier Two EIS) to confirm potential issues related to biological, cultural, noise, air, hazardous/special waste, pedestrian/bike accommodations, land use, zoning, etc. Review of ESA investigations and recommendations performed by others. The DCM will prepare Phase II ESA in accordance with the Tollway Environmental Studies Manual, latest edition, and ASTM E1903 Standard Practice for Environmental Site Assessments, Phase II as applicable. Prepare a Remedial Action Plan in accordance with the aforementioned criteria as applicable and in accordance with IEPA requirements for Site Remediation Programs.
11. Review coordination with IDOT, regulatory and local agencies performed to date and confirm commitments and future required action including identification of agreements and municipal/county design issues.
12. Review of available survey information furnished by the DCM and confirmation of completeness or need for additional information. DSE responsibilities with regard to Field Survey services outlined in Section III.

B. PRELIMINARY AND FINAL DESIGN ENGINEERING

1. ROADWAY REQUIREMENTS

- a. Utilize existing aerial mapping, including contours for developing exhibits, right-of-way analysis, etc.
- b. Identify utility impacts on construction, right-of-way, costs, and project schedule. Subsurface Utility Engineering services (SUE) has been performed by the DCM and as part of prior I-90 widening and reconstruction design phase work. Supplemental SUE services, if required, shall be performed by others.
- c. Conduct supplementary survey and right-of-way studies as required.
- d. Develop maintenance of traffic and construction staging options for each alternative and corresponding progress schedules.

2. DESIGN AND PLAN PREPARATION – DETAILED REQUIREMENTS

During this phase, the DSE shall perform designs and prepare contract plans and documents for implementation of the project improvements, to include, but not be limited to, the following:

- a. Design services for preparing contract plans, special provisions and estimates for the new Western Access Tollway (I-490).
- b. Performing Bridge Type Studies for new bridges proposed to be constructed. The use of Accelerated Bridge Construction (ABC) techniques will be considered as part of the studies. The studies would be specific to ALSF bridge construction.
- c. Performing Wall Type Studies for new retaining wall construction. The study would be specific to retaining walls constructed as part of ALSF bridge construction accommodation.
- d. Performing Type, Size and Location (TS&L) drawings for new bridge and retaining wall construction.
- e. Design services for preparing contract plans, special provisions and estimates for new bridges and retaining walls.
- f. Performing analyses for new drainage structure installation and modification of the existing drainage system.
- g. Provide design of erosion control for all construction zones.
- h. Provide design of appropriate landscape and soil erosion/sedimentation control measures as necessary in accordance with the Tollway's Environmental Studies manual.
- i. Design services for preparing contract plans and special provisions for installation of pavement markings, delineators and signage for the contract limits.

- j. Provide barrier warrant analyses for all necessary locations and installation of guardrail, anchors and terminals to conform to the current AASHTO Guidelines and Illinois Tollway criteria.
- k. Electrical design services for updating existing roadway and underpass lighting and installing new roadway and underpass lighting as required by the Tollway's Lighting Standards and design criteria.
- l. Perform detailed design for all overhead, cantilever and ground mounted sign structures within the contract limits. Seven (7) structures are anticipated.
- m. Provide maintenance of traffic plans including those for impacts to local facilities.
- n. Utility coordination for protection and / or relocation of utilities.
- o. Provide assistance to and backup materials for the preparation of all required permits by the DCM.
- p. Perform geotechnical studies.
- q. Prepare all required permits.
- r. Perform INVEST planning and design evaluations.
- s. Perform environmental studies. Phase II Environmental Site Assessments will be performed by others will be updated and a Final Phase II ESA prepared. The DSE will prepare all designs required for remediation recommendations resulting from the ESA and Remedial Action Plan (RAP).
- t. Coordination with the Illinois Tollway and DCM with regard to environmental issues including, but not limited to USCOE, IEPA, NPDES, IDNR-OWR. The following tasks have been or will be completed and will be provided to the DSE: Biological Resource Review, Wetland Delineation, Cultural Resource investigation, Stream/Water Quality Investigation, tree transect survey, Special Waste Assessment, and Noise Analysis. The DSE will be responsible for performing detailed tree classification surveys. The DCM will prepare a comprehensive inventory of required permits for the overall EOWA project, secure select permits and approvals (including FAA approval and corridor-wide 404/401 permits), and support coordination of other required permits to be secured by the DSE. See Table B for information regarding permitting responsibilities. Required permit submittals for the project include, but are not limited to: approval from Federal Aviation Administration; permits from the U.S. Army Corps of Engineers, Illinois Environmental Protection Agency, Illinois Department of Natural Resources, U.S. Fish and Wildlife, Metropolitan Water Reclamation District, IDOT, Local Agencies, Local Soil and Water Conservation Districts, Local Forest Preserve Districts, Railroads, etc. The DSE will review and confirm the overall permits inventory as identified by the DCM. The DSE will support the DCM in securing other required construction permits in conformance with the established schedule, including preparation of permits not being prepared by the DCM. The DSE will be required to furnish plans, calculations, etc. as required for permit submittals. The DSE shall coordinate permit requirements with the DCM throughout the design phase. The DSE shall be responsible for ensuring that permit submittals and approvals are consistent with contract schedules.
- u. All other appurtenant and miscellaneous items. The following structures are included in this project:
 - i. Runway 9L ALSF system over Western Access
 - ii. Retaining Walls.
- v. All other appurtenant and miscellaneous items.

C. STRUCTURAL CONSTRUCTION

1. Perform detailed inspections and preparation of bridge condition reports of structures, including life cycle cost analyses for the Structures listed in Table A with recommendations to be reviewed and approved by the Tollway.
2. The DSE will prepare Type, Size and Location plans for proposed bridges (see Table A), retaining walls and culverts as required within the project limits.

- a. The DSE shall investigate the use of shallow depth precast beams where possible/practical. The Illinois Tollway has developed base sheets for 45- inch and 54-inch modified bulb-T girders similar to those used in Wisconsin. These girders have the potential to replace some steel spans and may be more efficient than traditional IDOT precast beam sections.
- b. The DSE shall investigate the use of mixed superstructure types for individual bridges to increase the use of precast concrete superstructures.
- c. The use of Mechanically Stabilized Earth (MSE) retaining walls will need to be verified by the DSE, with consideration of Illinois Tollway structural design criteria, during development of detailed grading plans and type, size, and location studies.

D. DRAINAGE

1. The existing drainage facilities as represented in the concept plans will be reviewed by the DSE to determine level of completeness and to identify potential additional drainage survey requirements. The DSE shall inspect existing storm drainage pipes to remain for condition assessment.
2. Drainage calculations including culvert and storm sewer sizing will be provided by the DSE.
3. Analysis of alternatives for the proposed drainage system will be required by the DSE. Anticipated alternatives include the staging of the proposed drainage improvements, detention alternatives, and best management practices as applicable.
4. The proposed right- of-way and easement requirements will be evaluated to accommodate the proposed drainage design.

E. ENVIRONMENTAL STUDIES AND REPORTS

1. Determine and evaluate potential environmental impacts. Precautions should be taken to limit wetland impacts to those presented in the Section 404 permit application submitted by the DCM and which was the basis for the USACOE Section 404/IEPA Section 401 permit issued for the Elgin O'Hare Western Access project. The DSE shall coordinate immediately with the DCM if design changes result in an increase in impacts as coordination with regulatory resource agencies would be required.
2. Completion of a two- part Environmental Studies Inventory Sheet (ESIS). Part I shall be submitted no more than four weeks following notice to proceed. Part II shall be submitted with preliminary plans.
3. Evaluate and develop erosion control plans/measures if necessary.
4. Preparation of plans as required for USACOE review of resource impacts and shall include appropriate details including grading plans, soil erosion and sediment control plans, Best Management Practices plans, existing and proposed drainage plans and wetland/waters mitigation plans.
5. Prepare a Remedial Action Plan (RAP) in accordance with the aforementioned criteria as applicable and in accordance with IEPA requirements for Site Remediation Programs.

F. MAINTENANCE OF TRAFFIC

The DSE shall prepare Maintenance of Traffic deliverables in accordance with Tollway's Design Section Engineer's Manual, latest edition, as amended by the Tollway. The maintenance of traffic plans and studies shall provide for protection and maintenance of Tollway and crossroad traffic, and maintenance of toll operations during construction. The DCM shall coordinate traffic staging and maintenance of traffic for the corridor with the individual DSEs for the project. The coordination shall include ensuring that regional impacts are minimized and to ensure that traffic is maintained during construction. Contract completion dates shall be coordinated between design contracts.

G. UTILITIES

1. The DSE shall coordinate with utility companies and with the DCM throughout the design phase. The DSE shall be responsible for ensuring that utility relocation activities are consistent with contract schedules.
2. The DSE will be required to provide a copy of the agency utility contact log on a monthly basis.
3. Verify location of existing communications cables and utilities with respect to the proposed improvements.
4. All utilities coordination shall be performed in accordance with the DSE Manual, specifically with requirements of Subsection 4.5.15 and Section 6.

H. GEOTECHNICAL

1. For the bridges, retaining walls and lighting foundations, the DSE will select proposed boring locations for approval by the Illinois Tollway. If required, the DSE will be responsible for providing information to the DCM as required for obtaining right of entry and permits to perform any subsurface exploration.
2. The DSE will provide subsurface exploration, utility checks, laboratory testing and a Soil survey report. If required, pavement corings will be taken at locations selected by the DSE to gather information for the pavement design. The pavement design for local system roadways will be provided by the agency having jurisdiction of the roadways and the Illinois Tollway will determine mainline and ramp pavement section designs for toll roadway pavements. The DCM will provide applicable agencies and the Illinois Tollway with information necessary for designing pavement sections.
3. The DSE will prepare Structural Geotechnical Reports (SGR) that summarize the exploration and studies described above. The SGR will follow the Tollway SGR procedure. The SGR contains geotechnical recommendations related to bridge foundations, retaining wall foundations, slope walls, side slopes, pavement, lighting foundations, and traffic signal foundations.

III. DESIGN SECTION ENGINEER'S (DSE's) SERVICES

A. EXECUTION OF ENGINEERING SERVICES

1. The DSE shall furnish services in accordance with the articles contained in the Illinois Tollway DSE Manual and all applicable Tollway Criteria, Manuals and Bulletins.

B. FIELD SURVEY

1. The DCM will provide available survey information to the DSE. The DCM will establish a centerline and benchmarks for subsequent use by the DSE for the Western Access Tollway. The DSE will review the survey information and coordinate discrepancies with the DCM. Additional benchmarks will be provided by the DSE as necessary.
2. The DSE shall perform all additional survey work necessary for the design of the project in accordance with the appropriate sections of the DSE Manual, or as required for compliance with governing design criteria to provide a complete and acceptable design. Below is a summary of areas additional survey will be conducted by the DSE:
 - Area South of Touhy
 - Touhy Reconstruction
 - Rogers Pond
 - Along Railroad ROW
 - Stormwater Conveyance to Willow-Higgins
3. Groot & Palumbo Property Following Modification Maximum use shall be made of the Tollway's record drawings and Planning and Rehabilitation Report; however, it is the Design Section Engineer's responsibility to verify all topography in the field.
4. The DSE shall obtain adequate survey information for determining barrier warrant analysis, etc. including approach shoulder drainage and appurtenances.
5. The DSE shall utilize the Tollway's record drawings and verify features in the field and utilize stationing on drawings only as a reference for the location of the structures. It is not the intent for the DSE to re-establish stationing in the field.
6. All coordination with Agencies, including but not limited to the Corps of Engineers, the Illinois Department of Natural Resources, the Illinois Environmental Protection Agency, the Office of Water Resources, and the Illinois Department of Transportation shall be conducted through Illinois Tollway and DCM. The DSE will be expected to assemble information and documents necessary for Illinois Tollway to perform such coordination.
7. All coordination with railroads shall be conducted through the DCM and per the DSE Manual.

IV. REQUIRED SUBMITTALS TO THE AUTHORITY

Submittal requirements shall be in accordance with the DSE's Manual with special attention to, but not limited to, the following:

A. CONCEPT SUBMITTAL REQUIREMENTS:

Master Plan and Concept Design has been performed by IDOT and by Tollway Contract I-11-4014. The DSE will review the concept (30%) design geometry within the project limits and provide concept design plans for necessary refinements which will include the recommended horizontal geometry and vertical profile in accordance with the Tollway's Design Section Engineer's Manual, latest edition, as amended by the Tollway, and as otherwise noted below, which shall include, but not be limited to, the following:

1. Review of the Master Plan and Concept design documents prepared to date including submittal of a technical memorandum detailing findings and providing recommendations for advancement to preliminary (60%) design.
2. A visual pavement condition survey of existing roadways within the limits of the proposed improvements.

3. Prepare a Maintenance of Traffic Concept Plan for each construction contract proposed. The plan shall be submitted to agencies having jurisdiction over proposed roadways included in the plan for review prior to advancement of subsequent phases of design. The plan shall also be coordinated with adjacent design sections.
4. Update and submit right of way requirements for each construction contract. The right of way requirements shall be submitted on plan drawings and shall include all permanent right of way and permanent and temporary easements the DSE deems as being required for construction of the proposed improvements.
5. A construction contract packaging schematic and concept level design and construction schedule for contracts for which the DSE is responsible.
6. Updated concept design where necessary for the following components: Drainage, Erosion and Sedimentation Control, Barrier Warrant Analysis Location, Lighting and Landscaping Plans.
7. Signing Strip Maps by construction contract which are applicable to interim phases of construction and operation of independent tollable segments of roadways.
8. The DSE will review and modify drainage concepts as necessary and presented in the *EOWA Project D2, Final Concept Plans* (June 2014) and subsequent reports discussing Rogers Pond. The DSE will confirm the nature of the required improvements, the intent of the proposed design and verify compliance with the established design criteria.
9. The DSE will be responsible for reviewing the landscaping and soil erosion/sedimentation control measures concept design.
10. The DSE will be responsible for reviewing the roadway lighting concept design.
11. Bridge Type Studies for proposed structures in accordance with Tollway Structure Design Manual, latest edition, as amended by the Tollway.
12. Context Sensitive Solutions and Aesthetics recommendations.
13. Concept Design Updates based upon coordination with project stakeholders. The DSE will prepare exhibits and renderings as needed to assist with public outreach.

The DSE review of Master Plan and Concept Design referenced above shall include preparation and submittal of a Concept Design Review Technical Memorandum which includes items identified in II.A. above and includes the following:

1. The DSE shall confirm and concur with the following or provide recommendations for proceeding during preliminary and final design:
 - a) Scope of Work.
 - b) Construction Contract Schedules.
 - c) Right of Way Requirements.
 - d) Construction Contract Packaging.
 - e) Phase I Environmental Commitments.
2. Operating budget impact analysis (impact to Tollway Maintenance, Tollway Traffic Operations, Tollway Business Systems).
3. Identification of signing requirements and coordination of needs with Tollway Sign Shop through the Design Corridor Manager (DCM).

In addition, the DSE shall perform the following during this phase:

1. Coordination of any additional right of way requirements through the DCM. The DSE shall be responsible for ensuring that right of way acquisition activities are consistent with contract schedules.

2. Field review and statement of existing pavement and roadside conditions including drainage facilities. Color photos of typical and special conditions are required.
3. Identify any additional required design deviations. When a design deviation is sought, the DSE will start a Request For Design Deviation to Criteria via the Web Based Project Management System process.
4. The DSE shall review utility coordination performed to date, verify potential conflicts for the project through concept design and complete Notification of Interference forms for all anticipated utility interferences.
5. The DCM will prepare a comprehensive inventory of agreements for the overall project including railroad agreements. The DCM will be responsible for securing railroad agreements with technical support from the DSE. The DSE will review and confirm the overall agreements inventory as identified by the DCM and support the DCM in securing other required agreements in conformance with the established schedule, including preparation of agreements not being prepared by the DCM (see Table B).
6. The DCM will coordinate system-wide design implementation. The DSE will incorporate site specific design services provided by others as specified in the DSE Manual, amended by the *Project-wide All Electronic Tolling and Intelligent Transportation Systems Design Criteria* document, latest version.
7. Right of Way requirements, permitting requirements, potential utility conflicts and required railroad and intergovernmental agreements shall be identified.
8. The DSE will prepare Bridge Type Studies and Retaining Wall Type Studies during this phase of the work. Upon approval of these recommendations Type, Size and Location Drawings for bridges, retaining walls and culverts will be prepared. An updated proposed profile will be prepared by the DSE reflecting proposed refinements resulting from structural recommendations (TS&Ls) and through coordination with the adjacent DSEs are necessary.
9. Concept Cost Estimate Review. The DSE shall review the cost estimate prepared by the DCM and shall update the cost estimate or provide a statement concurring with the estimated cost.
10. Concept Plan Legacy Comment Review. The DSE shall review unresolved comments received pertaining to the Concept Design Plans from involved agencies. Comments applicable to Contract I-17-4678 shall be compiled and presented in the technical memorandum.

B. FINAL DESIGN SERVICES AND SUBMITTALS REQUIRED:

1. Preparation of preliminary, pre-final and final contract documents, special provisions, design and quantity calculations and construction schedule to be reviewed by the Tollway.
2. The DSE shall coordinate and incorporate all requirements of other design contracts impacting this project, if any. The DSE shall meet with other DSE's and the DCM as often as required to ensure the final contract documents of all contracts relating to the limits are coordinated.
3. The DSE shall be responsible for coordinating designs with the DCM and Tollway User Departments, including but not limited to, Toll Services, Traffic Operations, Maintenance and Business Systems.
4. Maintenance of traffic and construction staging.
5. The DSE will be responsible for preparing and coordinating construction cost estimates with the DCM and Tollway in accordance with the DSE Manual. The DSE is responsible for tracking the scope and cost estimate for construction contracts and coordinating changes with the DCM and Tollway throughout the design phase. Final construction cost estimates will be developed by the DSE.
6. Preparation of plats of acquisition and associated legal descriptions, if required, shall be performed by others.
7. All other submittals as required in the DSE's Manual.

8. The DSE shall utilize new tollway stationing. Stationing of existing appurtenances shall be approximated from existing stationing and digital ortho imagery information.
9. Coordinate with the Tollway Project Manager and DCM on sending individual letters to municipal, township, county and railroad officials with jurisdictional boundaries adjacent to the study area. Allow interested officials to review concepts under Tollway consideration and comment on community issues of concern or support.
10. Coordinate with the Tollway Project Manager, the DCM and the Tollway's Planning Division on meeting with individual property owners, neighborhood groups and their local officials as required to address their questions or concerns regarding indirect project impacts.
11. Submit DSE Quality Management Plan within 14 days of Notice to Proceed.
12. The DSE is responsible for submittal of documents required during contract advertisement and as required for contract addenda in accordance with the DSE Manual. The DSE shall coordinate with the DCM and Tollway as necessary.
13. Provide required information to support the Illinois Tollway's coordination activities with the EOWA Local Advisory Committee.

V. ITEMS TO BE FURNISHED TO THE DESIGN SECTION ENGINEER

In addition to the items to be provided as described in the DSE's Manual, the following will be supplied:

1. Items identified in Section II.
2. It shall be the responsibility of the DSE to select the applicable reduced record drawings from the Tollway's website at www.illinoisvirtualltollway.com.
3. Available inspection reports from current jurisdictional agencies for facilities within the project limits.
4. The Tollway's biennial structural inspection report of the bridges within the project limits.
5. Digital Ortho-Imagery, contours, horizontal and vertical survey control and center line of the project limits.
6. Copies of Illinois Tollway Standard Specifications, Standard Drawings, and Design Manual can be obtained from the Tollway's website at www.illinoistollway.com.
7. Copy of Illinois Tollway Railroad agreements (as required).
8. Copy of Bridge Condition Reports (as required).
9. Maintenance Section Reports.
10. Preservation and Rehabilitation Planning Report.
11. General Engineering Consultant's Special Issue Log.

PROJECT SCHEDULE

**Contract No. I-17-4678
Elgin O'Hare Western Access, Western Access Mainline from Pratt Boulevard to Touhy Avenue**

SCHEDULE

- | | | |
|-----|--------------------------|------------------------|
| 1. | Scoping Meeting | 5/12/2017 |
| 2. | Design Scope Submittal | 6/9/2017 |
| 3. | Design Scope Approval | 6/16/2017 |
| 4. | Notice to Proceed | 11/1/2017 |
| 5. | Project Kick-Off Meeting | TBD |
| 6. | Concept Submittal | TBD |
| 7. | Preliminary Submittal | TBD |
| 8. | Pre-final Submittal | 3/16/2019 ^a |
| 9. | Final Submittal | 3/15/2020 ^a |
| 10. | Advertise | 4/28/2020 ^a |
| 11. | Bid Opening | 6/2/2020 ^a |
| 12. | Board Award | 6/25/2020 ^a |
| 13. | Construction Start Date | 9/2/2020 ^a |

^aListed dates are subject to change and correspond to the advertisement date and construction start dates for the earliest roadway contract. The intent of is to advance the design to enable the Tollway to proceed to construction in advance of the above listed dates if possible and practical in coordination with the DCM and overall EOWA Master Corridor Schedule and program priorities.

**TABLE A:
BRIDGES LOCATED WITHIN THE PROJECT LIMITS**

Contract No. I-17-4678

Elgin O'Hare Western Access, Western Access Mainline from Pratt Boulevard to Touhy

Bridge #	Traffic Direction	Mile Post	Location	Tollway Over (O) Under (U)	Type of Bridge ¹	Maintenance**
TBD	NB & SB		Runway 9L ALSF over Western Access	U	TBD	B

- ** A Type – Illinois Tollway has complete maintenance responsibility.
- ** B Type – Illinois Tollway has partial maintenance responsibility.
- ** C Type – Illinois Tollway has complete or partial maintenance responsibility.

¹ Bridge type and span arrangements subject to confirmation by the DSE through Type, Size and Location studies.

**TABLE B:
EOWA PERMITTING AND AGREEMENTS RESPONSIBILITY MATRIX**

Element	Responsibility		
	DCM	DSE	Others
Permits			
Overall Permitting	Management of the overall permitting delivery and schedule. The DCM will be the central point of contact with all agency permit coordination.	Identification of permitting requirements for individual construction contracts; permitting support/preparation as defined below. Direct agency coordination will be determined by the DCM.	
404	Wetland delineation, Permit application; additional information requests; permit terms/conditions; permit acquisition.	Permit compliance within PS&E; detailed plan review; reconciliation of comments in 95% plans.	Construction enforcement by Tollway CM.
401	Permit application; additional information requests; permit terms/conditions; permit acquisition.	Permit compliance within PS&E; detailed plan review; reconciliation of comments in 95% plans.	Construction enforcement by Tollway CM.
Soil Water Conservation Districts (North Cook and Kane/DuPage SWCD's)	Agreement preparation assistance..	Permit compliance; 95% plan review of SESC plan with SWCD's.	Agreement preparation; enforcement/weekly inspections by SWCDs in coordination with Tollway CM.
Floodway Construction Permits	Preliminary stream hydrology/model data.	Validation/verification of stream hydrology for inclusion; permit application; additional information requests; permit terms and conditions; permit acquisition.	Construction enforcement by Tollway CM.
FAA 7460 Review's	Preparation/processing of 7460 review packages for construction impacting O'Hare/Schaumburg airspace; assist with identification of critical locations.	Preparation of plan sheets identifying critical locations affecting airspace; identification of construction means/methods, equipment usage, and construction duration in critical areas.	Construction enforcement by Tollway CM.
DuPage County Stormwater Management Plan Review	Design coordination and oversight.	Design coordination.	
Federal, State and Local Agency Construction Permits	Design coordination and oversight.	Permit application for each construction contract; additional information requests; permit terms and conditions; permit acquisition.	
MWRD – plan review and approval	Early coordination and development of conceptual engineering for affected facilities. Oversight of permit acquisition from the MWRD. Engineering details associated with the permit for the Touhy Basin will be the responsibility of the DSE.	Finalize engineering approach and details pertaining to impacts of MWRD facilities at the Touhy Flood Control Reservoirs. Prepare permit application content.	

Element	Responsibility		
	DCM	DSE	Others
Permits			
Wetland Mitigation Permit (Off-Site Mitigation Site) – IDNR Interagency Policy Act/404 permit (USACE)	Coordination, pre-application meeting, Permit application; develop engineering content, additional information requests; permit terms/conditions; permit acquisition.		
402 Permit (NPDES Construction Permits)	Oversight of Design and preparation of SWPPP (S.P. 111.2) and review and coordination of Notice of Intent (NOI) submittals to the Tollway.	Preparation of SWPPP (S.P. 111.2) and NOI.	Preparation of Incidence of Noncompliance (ION) and Notice of Termination (NOT) by CM
IEPA Air Quality Permits (Mix Plants and Fuel Storage)	Permit application; additional information requests; permit terms and conditions; permit acquisition.		
IEPA Watermain Relocation Construction Permit	Design coordination and oversight.	Permit application; additional information requests; permit terms/conditions; permit acquisition.	
IEPA Notification of Special Waste	Phase I (PESA) and Phase 2 (ESA) investigations.	Inclusion of known information related to the nature/extent of special waste to be managed during construction in PS&E.	Discovery/removal of UST's will require IEPA notification; preparation of notifications and manifests of material disposal by Tollway contractor.
IEPA Notification of Asbestos/Lead Paint	Design coordination and oversight.	For building demolition contracts, investigation of asbestos and lead paint; preparation of IEPA notification.	
ICC	Permit application; additional information requests; permit terms/conditions; permit acquisition.	Supporting engineering detail for permit application.	
Agreements			
Railroad Agreements	Preparation/negotiation/securing umbrella agreements; support during negotiation of sub-agreements.	Engineering detail required to support sub-agreements; preparation of draft sub-agreements; assistance with sub-agreement reviews.	Right of Entry Permits by Contractor; Railroad Flagging Costs by Contractor. Tollway CM to provide oversight and tracking.
Other Agreements (Utilities, Federal, State, Municipalities, Counties)	Management of the overall agreements schedule; utility reimbursements for ICP Project A only via DCM contract	Design support; utility reimbursements.	Preparation/negotiation/securing agreements.

Attachment A

Web-based Project Management System

The Illinois Tollway has a Web-based Project Management System (System) that will be used by project participants on Tollway CRP projects. The System provides a number of benefits to the project participants, including:

- 1) Simplification of communications/online collaboration.
- 2) Automated tracking of time-sensitive items.
- 3) Automated reporting.
- 4) Common document management and storage as electronic documents will reside in a central repository.
- 5) Audit trail of information so project participants will be able to determine who did what and when.
- 6) Real-time access and exchange of information.
- 7) Easy, secure, 24/7 access to project information over the Internet via a computer and an Internet browser.

The successful consultant must establish broadband Internet connectivity in order to effectively utilize the System (T1 is recommended) and must comply with all work instructions and procedures relating to its use. The consultant must furnish all hardware and software required to effectively utilize the System, including personal computers, peripheral software, virus protection software, System plug-ins, ActiveX installation, firewall configuration and high-speed document scanners. The consultant will be solely responsible for coordination between its subconsultants & suppliers, and the System. All document transmittals and written communication from the consultant to the Illinois Tollway must be made electronically via the System. In certain cases where "wet signatures" and/or stamps are required by the Tollway, document transmittals must be made simultaneously via the System for record and by traditional means for paper documents, unless the consultant is directed otherwise in writing by the Tollway. Once stamped/signed documents have been obtained, they must be scanned and uploaded to the System for record.

All consultant, subconsultant and supplier employees who will use the web-based system must complete the training provided by the Tollway prior to receiving access to the system. A valid e-mail address must be provided prior to training session. The consultant agrees to comply with all terms and conditions associated with use of the web-based project management system.

- 1.0 Consultant shall utilize ISTHA web based project management system to track and manage projects. System shall be an official record of all project communication. Consultant shall post copies of all project related documents on the System.
- 2.0 Within 14 calendar days of Notice to Proceed, Consultant shall designate a website manager (coordinator) who is to be the point of contact with ISTHA website implementation and support staff.
- 3.0 Consultant is required but not limited to submit the following using the System:

- 3.1 Submittal schedule, submittals shall be processed using the System to provide a record of activity.
 - 3.2 Progress reports.
 - 3.3 Inspection reports.
 - 3.4 Requests for information, project clarifications, general communication and project related issues.
 - 3.5 Meeting agendas, no later than 3 days before meeting.
 - 3.6 Minutes of meetings, no later than 3 days after each progress meeting date, distribute copies of minutes via the System to each party present and to other parties who should have been present. Include a brief summary in narrative form of progress since the previous meeting and report.
- 4.0 Document submission requirements. Project documents transmitted via the System must comply with the following electronic formats:
- 4.1 Documents that are marked up or unavailable in electronic format (drawings, sketches, correspondence, etc. generated by hand drafting methods) shall be scanned to PDF (.pdf) , black and white with maximum resolution of 200dpi using CCITT Group 4 (2d Fax) compression.
 - 4.2 Documents that have been generated using Adobe Acrobat PDF printer drivers (not scanned) shall be submitted to the System.
 - 4.3 Electronic photographs shall be submitted in JPEG (.JPG) file format, sized at a minimum resolution of 1024x768 pixels.
 - 4.4 Grayscale or color photo images that are scanned shall be saved in JPEG (.JPG) file format with medium to low quality compression at a maximum resolution of 200 dpi.
 - 4.5 Product data that is available for download from the Manufacturer's website, that has been generated using Adobe Acrobat .PDF printer drivers (not scanned) may also be submitted via the System.

System Requirements	
Operating System	Windows XP
Internet Browser	Internet Explorer version 6.0 or greater
Processor Speed	2.0 GHz or greater
System Memory (RAM)	512 Megabytes or greater
Hard Drive Space	1500 Megabytes (1.5Gb)
Display Resolution	1024x768 or greater
Connection Type	Broadband Internet Connection (T1) – If a T1 is not an available option, each System participant must have a dedicated (not shared) DSL or equivalent Internet connection.
Other hardware	CD-ROM or DVD drive
Recommended Professional Document Scanners¹	
Medium Format Scanner ¹	Canon DR-5020 Document Scanner or equivalent
Medium Format Scanner ¹	Canon DR-5080C Document Scanner or equivalent
Medium Format Scanner ¹	Fujitsu M 4097D IPC Document Scanner or equivalent
Medium Format Scanner ¹	Fujitsu M 4097D VRS Document Scanner or equivalent
Medium Format Scanner ¹	Epson GT-30000 Document Scanner or equivalent
Large Format Scanner ¹	Océ TDS610 36" Monochrome Scanner or equivalent
Large Format Scanner ¹	Océ TDS810 36" Monochrome Scanner or equivalent
Large Format Scanner ¹	Vidar Select P36 Color Scanner or equivalent
Large Format Scanner ¹	Vidar Select MP36 MonochromeScanner or equivalent
Required/Additional Software	
Portable Document Format(.PDF) file reader	Adobe Acrobat Reader ²
Portable Document Format(.PDF) file generator	Adobe Acrobat ³
ZIP File compression utility	WinZip ⁴ or equal

¹ Large and medium format scanning may also be outsourced to a digital reproduction house in your locale.

² Adobe Acrobat Reader is free software available for download at <http://www.adobe.com/>

³ Adobe Acrobat is not a free software and must be purchased. At least one copy of the software must be purchased by the Consultant and must reside on a PC accessible to all users within the Consultant's office. The purchase and installation of multiple copies is recommended.

⁴ A fully functional evaluation version of WinZip is available for download at <http://www.winzip.com/>, alternative free file compression utility is 7-zip available at <http://www.7-zip.org/>

Note: The scanner models specified meet the requirements of website usage and are provided for information purposes only. Scanner models may change or be discontinued by the manufacturer.

EXHIBIT G

Contract No. I-14-4878

Burns & McDonnell Engineering Co., Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
KANKAKEE	AASF/RC COMMISSIONING	\$221,514.00	\$30,460.00	12/31/2017
US 14 - 167/07	Construction Inspection for US 14 W. Lake Shore Drive to Lucas Rd. & Lucas Rd. to Crystal Lake Ave. & at Ridgfield Rd.	\$5,190,189.39	\$1,464,509.62	10/31/2017
Various Projects - 169/10	Phase I & Environmental Studies in District One	\$1,800,000.00	\$300,000.00	12/31/2017
Various - 173/06	Phase I in District One	\$1,800,000.00	\$1,300,000.00	12/31/2019
Various - 175/017	Phase I or II in District Two	\$850,000.00	\$450,000.00	12/31/2019
I-280 - 179/011	Phase I and II on I-280 over Mississippi River	\$417,662.18	\$380,000.00	5/31/2019
Monroe Street Bridge - 183/05	Construction Inspection for I-90 at I-290/Congress Pkwy Monroe Street	\$2,704,539.32	\$2,704,539.32	12/31/2018
I-80 from IL 53 to Rowell Ave - 184/04	Teamin with Stantec - Construction Inspection of I-80 fro IL 53 tp Rowell Ave	TBD	TBD	1/31/2019
I-90 Elgin - I-12-4049	CM & CCM Recon and Widening on I-90 MP 17.4 to MP 53.8, and MP 45.5	\$16,915,000.00	\$82,068.31	12/31/2017
I-90 East of Oakton St. to East of Lee Street - I-14-4186	CM Services for Roadway, Retaining Wall and Bridge Recon and Widening on I-90 MP 73.3 to 76.6	\$15,000,000.00	\$2,711,935.11	6/30/2018
I-88 CM Annie Glidden Road to IL 56	CM Services teaming with d'Escoto, Inc.	TBD	TBD	9/30/2019

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

<p>1 ZIM GROUP</p> <hr/> <p>Direct Labor \$ 254,328.20</p> <p>Direct Costs \$ 20,871.80</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ 275,000.00</p>	<p>6 WYNDALCO ENTERPRISES, LLC</p> <hr/> <p>Direct Labor \$ 257,014.80</p> <p>Direct Costs \$ 17,985.20</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 275,000.00</p>
<p>2 ABNA ENGINEERING INC.</p> <hr/> <p>Direct Labor \$ 363,714.40</p> <p>Direct Costs \$ 21,285.60</p> <p>Services by Others \$ -</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ 385,000.00</p>	<p>7</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>3 AES SERVICES, INC.</p> <hr/> <p>Direct Labor \$ 263,831.34</p> <p>Direct Costs \$ 11,168.68</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 275,000.00</p>	<p>8</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>4 O'BRIEN & ASSOCIATES, INC.</p> <hr/> <p>Direct Labor \$ 106,469.89</p> <p>Direct Costs \$ 290,530.11</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 397,000.00</p>	<p>9</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>5 RUBINOS & MESIA ENGINEERS, INC.</p> <hr/> <p>Direct Labor \$ 1,060,041.02</p> <p>Direct Costs \$ 39,958.98</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 1,100,000.00</p>	<p>10</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ 2,707,000.00

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 2,707,000.00

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 49.22%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 49.22%

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

<p>1 <u>INDUSTRIA, INC.</u></p> <table border="0"> <tr><td>Direct Labor</td><td style="text-align: right;">\$ 105,499.80</td></tr> <tr><td>Direct Costs</td><td style="text-align: right;">\$ 4,500.20</td></tr> <tr><td>Services by Others</td><td style="text-align: right;">_____</td></tr> <tr><td>Additional Services **</td><td style="text-align: right;">_____</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td style="text-align: right;">\$ 110,000.00</td></tr> </table>	Direct Labor	\$ 105,499.80	Direct Costs	\$ 4,500.20	Services by Others	_____	Additional Services **	_____	Total this Subconsultant (ULC)	\$ 110,000.00	<p>6 _____</p> <table border="0"> <tr><td>Direct Labor</td><td style="text-align: right;">_____</td></tr> <tr><td>Direct Costs</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Services by Others</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Additional Services **</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td style="text-align: right;">\$ -</td></tr> </table>	Direct Labor	_____	Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
Direct Labor	\$ 105,499.80																				
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Additional Services **	\$ -																				
Total this Subconsultant (ULC)	\$ -																				

** Additional services funds require prior authorization before use

TOTAL Non-DBE/MBE/WBE Subconsultants: \$ 110,000.00

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

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 110,000.00

Contract Information Sheet

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

Consultant Name: 2IM Group, LLC

Contract Number: I-17-4678

Proposal Date: 08/03/2017

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: 1-17-4678

Consultant: 2IM Group, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		Grand Total Exhibit A Hours
Review of the Fluid Clarity Report													50	50
Evaluation for final design													50	50
Modeling of the Willow-Higgins Creek													50	50
Stormwater Conveyance and Detention Modeling Requirements													50	50
Review of models and design													50	50
Design/Sizing for the outfall under the UPRR													50	50
Preparation of contract documents														
Evaluation and modeling of modifications														
TOTALS													300	300

Grand Total Exhibit A Hours 2,335

Contract Number: 1-17-4678 Consultant: 2IM Group, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Review of the Fluid Clarity Report	50	50	50	50	50									250
Evaluation for final design	50	50	50	50	50									250
Modeling of the Willow-Higgins Creek	50	50	50	50	50									250
Stormwater Conveyance and Detention Modeling Requirements	50	50	50	50	85									285
Review of models and design	50	50	50	50	50									250
Design/Sizing for the outfall under the UPRR	50	50	50	50	50									250
Preparation of contract documents						25	25	25	25	25	25	25	50	200
Evaluation and modeling of modifications						25	25	25	25	25	25	25	50	200
TOTALS	300	300	300	300	335	50	50	50	50	50	50	50	100	1935

Contract Number: I-17-4678 Consultant: 2IM Group, LLC

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				
Review of the Fluid Clarity Report																
Evaluation for final design																
Modeling of the Willow-Higgins Creek																
Stormwater Conveyance and Detention Modeling Requirements																
Review of models and design																
Design/Sizing for the outfall under the UPRR																
Preparation of contract documents	50															50
Evaluation and modeling of modifications	50															50
TOTALS	100															100

Contract No.: 1-17-4678

Consultant: 2IM Group, LLC

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>2,335.00</u>	X	<u>\$ 38.90</u>	=	TOTAL DIRECT SALARY	\$ <u>90,831.50</u>
(Total Work Hours from Exhibit C-2)		(Average Hourly Rate from Exhibit C-2)			

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

DIRECT REGULAR SALARY TIMES MULTIPLIER	\$ <u>254,328.20</u>
--	----------------------

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS	<u>\$20,671.80</u>
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C. SERVICES BY OTHERS

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

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

TOTAL SERVICES BY OTHERS	\$ <u>-</u>
--------------------------	-------------

D. ADDITIONAL SERVICES (Prime Consultant)

_____ (Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

_____ (Requires prior authorization before use)

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

<u>\$ 275,000.00</u>

Contract No.: 1-17-4678 Consultant: 2IM Group, LLC

Date: 08/03/2017

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 14 No. OF MONTHS
SCHEDULED START DATE: 12/1/2017
RAISE DATE: 5/1/2018
PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date
12/1/2017	4/30/2018	5/1/2018	1/31/2019	-	-
5.0	9.0	14.0	14.0	14.0	14.0
35.71%	64.29%				
Escalation 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
-	-	-	-	-	-
14.0	14.0	14.0	14.0	14.0	14.0
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-17-4678

Consultant: 2MM Group, LLC

Date: 08/03/2017

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

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES										DIRECT COST OVERTIME PREMIUM	
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	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	Principal	\$50.00	\$70.00	\$61.29	\$61.29	150.00			2,335.00		
No	Project Manager	\$40.00	\$70.00	\$55.20	\$55.20	250.00					
No	Senior Engineer/Planner	\$40.00	\$70.00								
No	Resident Engineer	\$40.00	\$70.00	\$46.96	\$46.96	200.00					
No	Project Engineer/Planner	\$25.00	\$60.00	\$39.70	\$39.70	500.00					
No	Staff Engineer/Planner	\$20.00	\$40.00	\$33.21	\$33.21	570.00					
No	Engineer /Accountant	\$20.00	\$60.00	\$30.15	\$30.15	500.00					
No	Senior Technical Specialist	\$25.00	\$60.00								
No	Technical Specialist	\$15.00	\$50.00	\$28.36	\$28.36	150.00					
No	Architect	\$30.00	\$70.00								
No	Realty Specialists	\$20.00	\$70.00								
No	Intern	\$8.25	\$20.00								
Total Direct Labor							\$90,831.50				

Contract No.: I-17-4678

Consultant: 2IM Group, LLC

Date: 08/09/2017

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

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES									
		Total Estimated Work Hours: 2,335.00		Escalated Average Hourly Rate for Classification (See Note B to Right) \$22.69		Average Hourly Rate for Classification (See Note A to Right) \$22.69		Estimated Work Hours (Including Overtime) 15.00	
		Average Hourly Rate: \$38.90		Tollway MAXIMUM Hourly Rate for Classification \$40.00		Tollway MINIMUM Hourly Rate for Classification \$8.25		Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	
		Total Direct Labor \$90,831.50		Tollway Classification Admin/Clerical				Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)	
								Total Overtime Premium:	
								Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	
								Total 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:	
								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:	

Contract No.: I-17-4678

Consultant: 2IM Group, LLC

Date: 08/03/2017

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Totalway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	Senior Professional	Luis Montgomery	\$50 - \$70
Project Manager	Project Manager	Orhan Ilgaz Ulger	\$40 - \$70
	Project Manager	John Morgan	
	Project Manager	Yun Kim	
Senior Engineer/Planner			\$40 - \$70
Resident Engineer	Project Engineer I	Amalia Baymundo	\$40 - \$70
Project Engineer/Planner	Project Engineer II	Ethezazuddin Ghiasuddin	\$25 - \$60
Staff Engineer/Planner	Junior Engineer I	Serdar Akin	\$20 - \$40
	Junior Engineer I	Brian Ruddy	
	Junior Engineer I	Jorge Rueda	
Engineer /Accountant	Junior Engineer II	Jose Macias	\$20 - \$60
	Junior Engineer II	Natalia Mikolajczyk	
	Junior Engineer II	Lisa Nielsen	
	Junior Engineer II	Krystian Powala	
Senior Technical Specialist			\$25 - \$60
Technical Specialist	Junior Environmental I	Jessica Flynn	\$15 - \$50
	Junior Environmental I	Aaron Seymour	
	Junior Environmental II	Sarah Bolitho	
	Junior Environmental II	Neal Phelps	
	Junior Environmental II	Brian Rathunde	
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical	Administration	Kateleen Gombas	\$8.25 - \$40

Contract No.: I-17-4678 Consultant: 2IM Group, LLC

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. **VEHICLE REIMBURSEMENT - rate based on link below**
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.asp>

- B. **ALLOWABLE DIRECT COSTS - based on link below**
http://www.illinoistollway.com/documents/10157/2389762/12_LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_10012013.PDF

- C. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 20,671.80

ALLOWABLE DIRECT COSTS

10.01.2013

Effective for contracts awarded on or after October 1, 2013, the following costs are allowable when requested by the Department and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Vehicle Rental	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day
Vehicle Half-day Rate	\$32.50/half day
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography and mapping	Actual Cost
Utility exploratory trenching	Actual Cost

ALLOWABLE DIRECT COSTS

- ***website for State Reimbursement Rates**
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- ****Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.**
- **On all agreements authorization after January 1, 2005, GPS Equipment is considered a “tool of the trade.”**

Contract No.: I-17-4678

Consultant: ZIM Group, LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: John Morgan

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: Jorge Rueda

Senior Engineer: _____

Others: **Name:** _____

Classification: _____

Name: _____

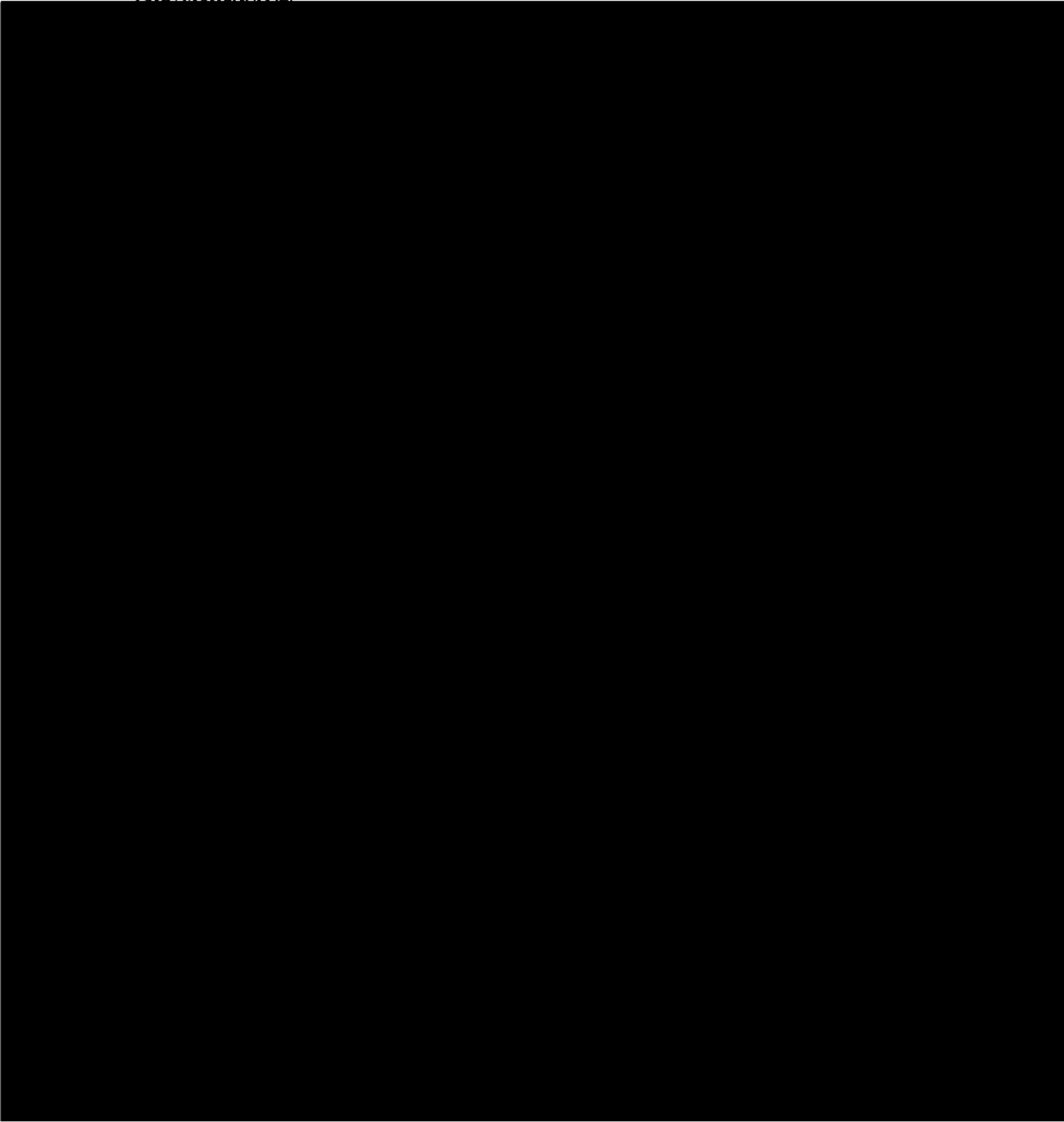
Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____



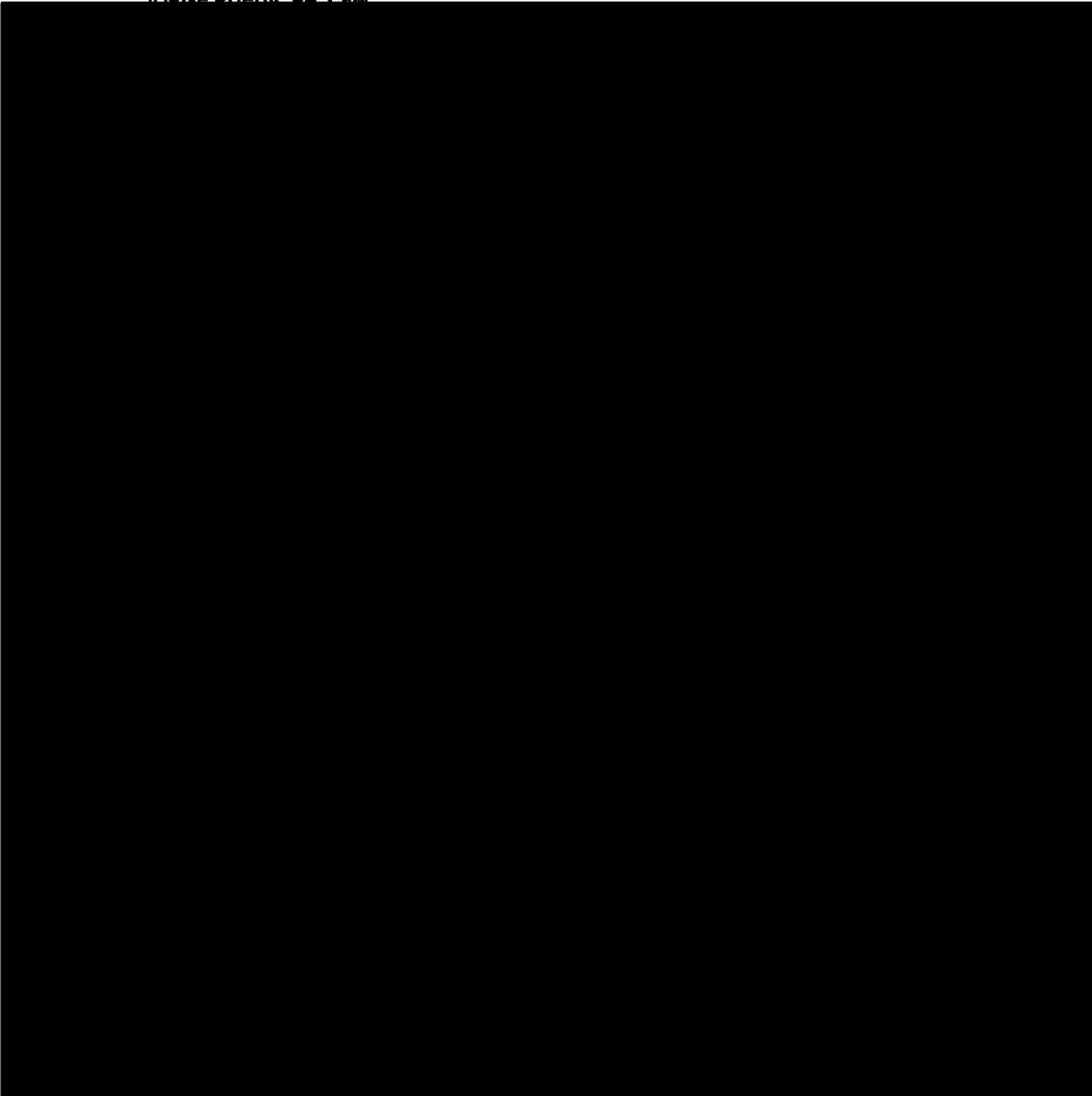


EXHIBIT F

Contract No. I-17-4678

2IM Group, LLC

SCOPE OF SERVICES

All efforts under this item will include the project management and administration of the efforts for the scope. Coordination and meeting attendance with the lead consultant, Tollway or other agencies is also include in the efforts. Efforts for the preparation of contract documents elements will include all quantities and special provisions related to existing drainage and drainage removal plans. There will be no work performed by 2IM Group related to proposed drainage contract document preparation.

- ✓ This effort includes the review of the Fluid Clarity Report and will be provided with the Conceptual Design. The Fluid Clarity Report will include the drainage design for the drainage associated with Contract N07 and ALSF Systems. The drainage design will include the output and computer models along with the proposed drainage plans that include the recommended and approved designs for the stormwater collection, conveyance detention and outfall systems.
- ✓ Evaluation and recommendation for the final design of the outfall to the Willow-Higgins Creek on O'Hare Property.
- ✓ Modeling of the Willow-Higgins Creek following the revisions to the outfall from Contract N07. The DCM will provide the models that were used as part of the Fluid Clarity Report. This effort will include coordination with the CDA/O'Hare and other stakeholders involved in the approval of the outfall.
- ✓ Stormwater Conveyance and Detention Modeling Refinements associated with design after the Conceptual Design.
- ✓ Review of the models and design for the drainage associated with the Groot/Palumbo Sites and 385 Acre from Elk Grove Village being routed to Rodgers Pond.
- ✓ Design/Sizing for the outfall under the UPRR is included with this effort along with the evaluation of the railroad swale within the Tollway construction limits.
- ✓ During the preparation of the contract documents the 2IM Group will prepare the existing drainage and drainage removal plans and schedules. This effort will include the preparation of any special provisions and preparation of the quantities associated with the drainage removal efforts.
- ✓ Following the completion of the Concept Design Phase 2IM Group will evaluate and model any modifications that may occur to the stormwater collection, conveyance and detention systems if auxiliary lanes are added to the NB and SB directions.

Exhibit G
Current Obligations for Projects
2IM Group, LLC
I-17-4678

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplemental and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
EOWA - Pratt Boulevard to Touhy Avenue (I-17-4678)	Phase II Engineering Services	\$256,400.00	\$256,400.00	Jan-19
Design Corridor Manager for Tri-State (RR-16-4265)	Phase II Engineering Services	\$494,902.50	\$494,902.50	Apr-23
General Engineering Consultant Services (RR-15-9975RR)	Consulting Engineer Services	\$1,533,288.84	\$1,533,288.84	Dec-19
Reagan Memorial Tollway, M.P. 91.4 to M.P. 113.3 (RR-16-4254)	Phase II Engineering Services	\$255,819.54	\$66,166.64	Apr-18
I-355 Veterans Memorial Tollway M.P. 12.3 to M.P. 22.3 (RR-16-4255)	Phase II Engineering Services	\$403,228.43	\$286,282.10	May-18
General Engineering Consultant Services (RR-10-9973)	Consulting Engineer Services	\$952,825.00	\$131,340.82	Dec-17
Reconstruction & Widening I-90 at Fox River (I-12-4048)	Erosion and Sediment Control	\$392,740.30	\$5,455.51	Dec-17
Reagan (I-88) Tollway from MP 138.1 to MP 140.5 (RR-13-4116)	Phase II Services	\$112,593.02	\$1,722.64	Apr-18
Various Phase III Projects	Phase III Services	\$5,594,000.00	\$3,897,000	Ongoing
Various-Variou Landscape Maintenance	ESC & Landscape	\$3,000,000.00	\$3,000,000.00	Ongoing
Various Phase I Projects	Phase I Services	\$270,000.00	\$270,000.00	Dec-18
I-290 Pump Station 4	Phase I/II Services	\$169,000.00	\$95,000.00	Oct-18
I-55 (Stevenson Expressway) Weber Rd to Willow Springs Rd	Phase III Services	\$56,000.00	\$56,000.00	Dec-17

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

<p>1</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>	<p>6</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
<p>2</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>	<p>7</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
<p>3</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>	<p>8</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
<p>4</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>	<p>9</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
<p>5</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>	<p>10</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: ABNA of Illinois, Inc.

Contract Number: I-17-4678

Proposal Date: 08/03/2017

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-17-4678

Consultant:

ABNA of Illinois, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
1.0 Utility Coordination													80	80	160
2.0 Lighting Design- Mainline/Ramps													75	75	150
3.0 Utility Review and Impacts															
4.0 Traffic Signal Design															
5.0 Erosion Control Design															
6.0 ITS Coordination															
7.0 Lighting Design - Roadway															
8.0 Reanalysis of Photometrics															
9.0 Modification to Erosion Control Plans															
TOTALS													155	155	310

Rev. 6/2016

Version 15

Contract Number: 1-17-4678

Consultant: ABNA of Illinois, Inc.

ABNA of Illinois, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
1.0 Utility Coordination	60	60	50	50	50									270
2.0 Lighting Design- Mainline/Ramps	75													75
3.0 Utility Review and Impacts			60	60										120
4.0 Traffic Signal Design												40		40
5.0 Erosion Control Design												40		40
6.0 ITS Coordination												40		40
7.0 Lighting Design - Roadway									20	20				60
8.0 Reanalysis of Photometrics				50	50									100
9.0 Modification to Erosion Control Plans				70	70									140
TOTALS	135	60	110	230	170				20	20		140		885

Contract Number: I-17-4678

Consultant: ABNA of Illinois, Inc.

ABNA of Illinois, 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				
1.0 Utility Coordination																
2.0 Lighting Design- Mainline/Ramps																
3.0 Utility Review and Impacts																
4.0 Traffic Signal Design	40	40	40	40	40	30	30	30	30	30	30	20	20	400		
5.0 Erosion Control Design	40	40	40	40	40	30	30	30	30	30	30	20	20	400		
6.0 ITS Coordination	40	40	40	40	40	30	30	30	30	30	30	20	20	400		
7.0 Lighting Design - Roadway	20	20	20	20	20	20	20	20	20	20	20	20	20	240		
8.0 Reanalysis of Photometrics																
9.0 Modification to Erosion Control Plans																
TOTALS	140	140	140	140	140	110	110	110	110	110	110	80	80	1440		

Contract Number: 1-17-4678

Consultant: ABNA of Illinois, Inc.

ABNA of Illinois, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS				
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
1.0 Utility Coordination																	
2.0 Lighting Design- Mainline/Ramps																	
3.0 Utility Review and Impacts																	
4.0 Traffic Signal Design	20	20	20	20	20											100	
5.0 Erosion Control Design	20	20	20	20	20											100	
6.0 ITS Coordination	20	20	20	20	20											100	
7.0 Lighting Design - Roadway	20	20	20	20	20											100	
8.0 Reanalysis of Photometrics																	
9.0 Modification to Erosion Control Plans																	
TOTALS	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	400

Contract No.: I-17-4678

Consultant: ABNA of Illinois, Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>3,035.00</u> (Total Work Hours from Exhibit C-2)	X	<u>\$ 42.80</u> (Average Hourly Rate from Exhibit C-2)	=	TOTAL DIRECT SALARY	\$ <u>129,898.00</u>
--	---	---	---	---------------------	----------------------

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

DIRECT REGULAR SALARY TIMES MULTIPLIER	\$ <u>363,714.40</u>
---	----------------------

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS	<u>\$21,285.60</u>
--------------------	--------------------

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	\$ <u>-</u>
--------------------------	-------------

D. ADDITIONAL SERVICES (Prime Consultant)

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

(Requires prior authorization before use)

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

	<u><u>\$ 385,000.00</u></u>
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Contract No.: I-17-4678

Date: 08/03/2017

Consultant: ABNA of Illinois, 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 Direct Labor	Total Estimated Work Hours	Average Hourly Rate	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Hours Only) (See Note D to Right)	Total Estimated O/T Hours:
												50.00
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	20.00	\$129,898.00	3,035.00	\$42.80			50.00
No	Project Manager	\$40.00	\$70.00	\$70.00	\$70.00	151.00						
No	Senior Engineer/Planner	\$40.00	\$70.00	\$59.29	\$59.29	210.00						
No	Resident Engineer	\$40.00	\$70.00									
No	Project Engineer/Planner	\$25.00	\$60.00	\$46.40	\$46.40	644.00						
No	Staff Engineer/Planner	\$20.00	\$40.00									
No	Engineer /Accountant	\$20.00	\$60.00	\$37.70	\$37.70	1,030.00						
No	Senior Technical Specialist	\$25.00	\$60.00									
Yes	Technical Specialist	\$15.00	\$50.00	\$38.14	\$38.14	940.00				19.07		50.00
No	Architect	\$30.00	\$70.00									
No	Realty Specialists	\$20.00	\$70.00									
No	Intern	\$8.25	\$20.00									
No	Admin/Clerical	\$8.25	\$40.00	\$22.67	\$22.67	40.00						

EXHIBIT "1"

Contract No.: I-17-4678

Consultant: ABNA of Illinois, Inc.

Date: 8/3/2017

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	Professional 8	Nicole Adewale	\$50 - \$70
	Professional 7	Abe Adewale	
Project Manager	Professional 6	Thomas Paolicchi	\$40 - \$70
Senior Engineer/Planner	Professional 6	Jon H. Luer	\$40 - \$70
	Professional 6	Stephen Alsbury	
	Professional 6	Robert Loehr	
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Professional 4	Kokchung (Chris) Leow	\$25 - \$80
	Professional 4	Abdulai Bah	
Staff Engineer/Planner			\$20 - \$40
Engineer /Accountant	Professional 4	Franklin P. Eppert	\$20 - \$60
	Professional 4	Francis Mack	
	Professional 4	Femi Alade	
	Professional 1	Jeevan Kethi Reddy	
Senior Technical Specialist	Professional 1	Oluwafemi Jegede	
			\$25 - \$80
Technical Specialist	Technician 5	Mark Jones	\$15 - \$50
	Technician 5	Scott Roeseler	
	Technician 4	Tammy Neff-Smith	
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical	Administrative 2	Carmen Arrington	\$8.25 - \$40

Contract No.: I-17-4678 **Consultant:** ABNA of Illinois, Inc.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

A. **VEHICLE REIMBURSEMENT - rate based on link below**
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>

B. **ALLOWABLE DIRECT COSTS - based on link below**
http://www.illinoistollway.com/documents/10157/2389762/12_LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_10012013.PDF

C. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) **\$ 20,332.10**

ALLOWABLE DIRECT COSTS

10.01.2013

Effective for contracts awarded on or after October 1, 2013, the following costs are allowable when requested by the Department and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Vehicle Rental	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day
Vehicle Half-day Rate	\$32.50/half day
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography and mapping	Actual Cost
Utility exploratory trenching	Actual Cost

ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- **Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

Contract No.: I-17-4678

Consultant: ABNA of Illinois, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: Thomas Paolicchi

Project Engineer: KokChung (Chris) Leow

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: Jon H. Luer

Others: Name: Franklin P. Eppert

Classification: Lighting Engineer - Professional 4

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

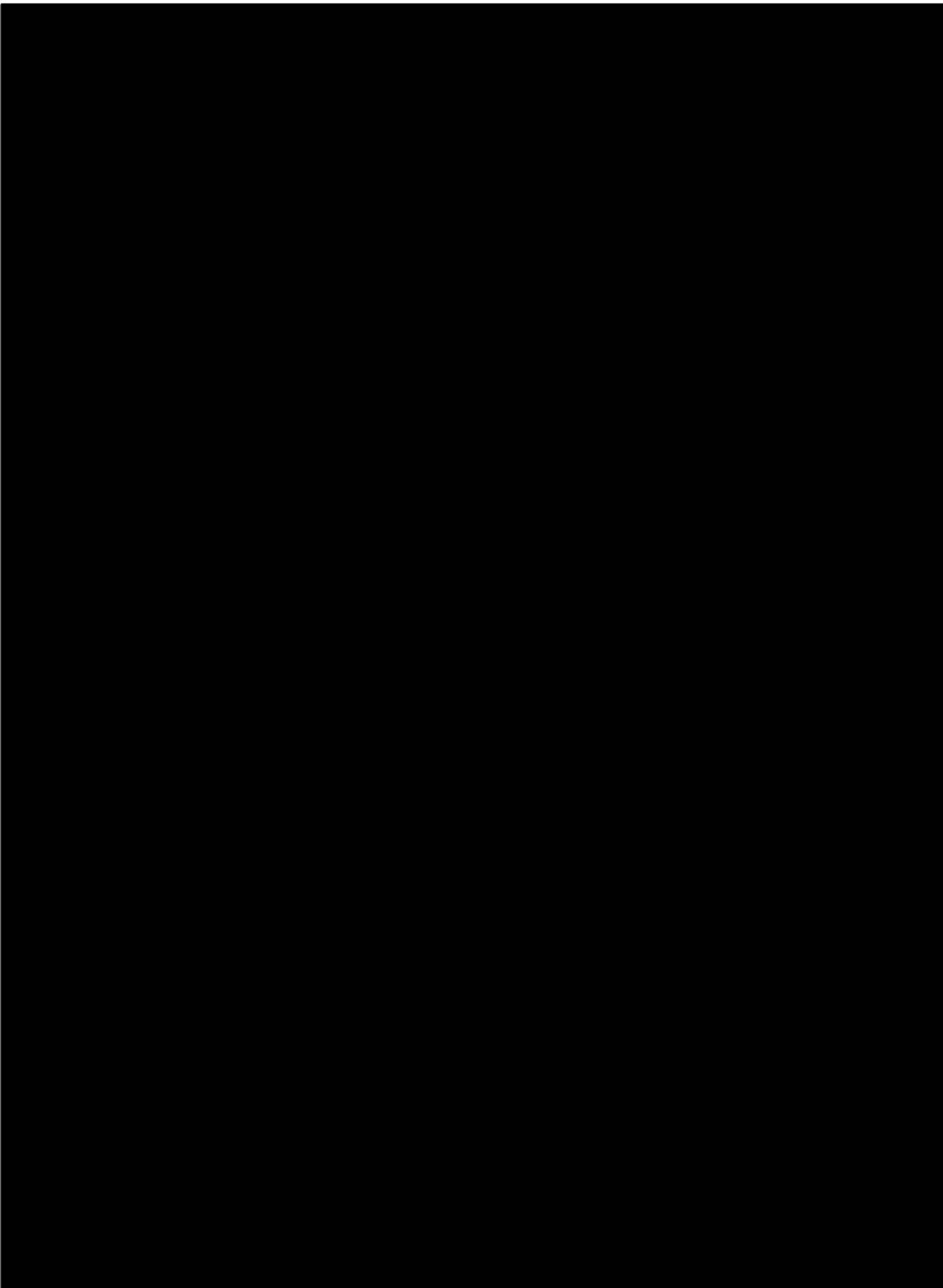
THOMAS PAOLICCHI PE, LEED AP

Engineering Manager





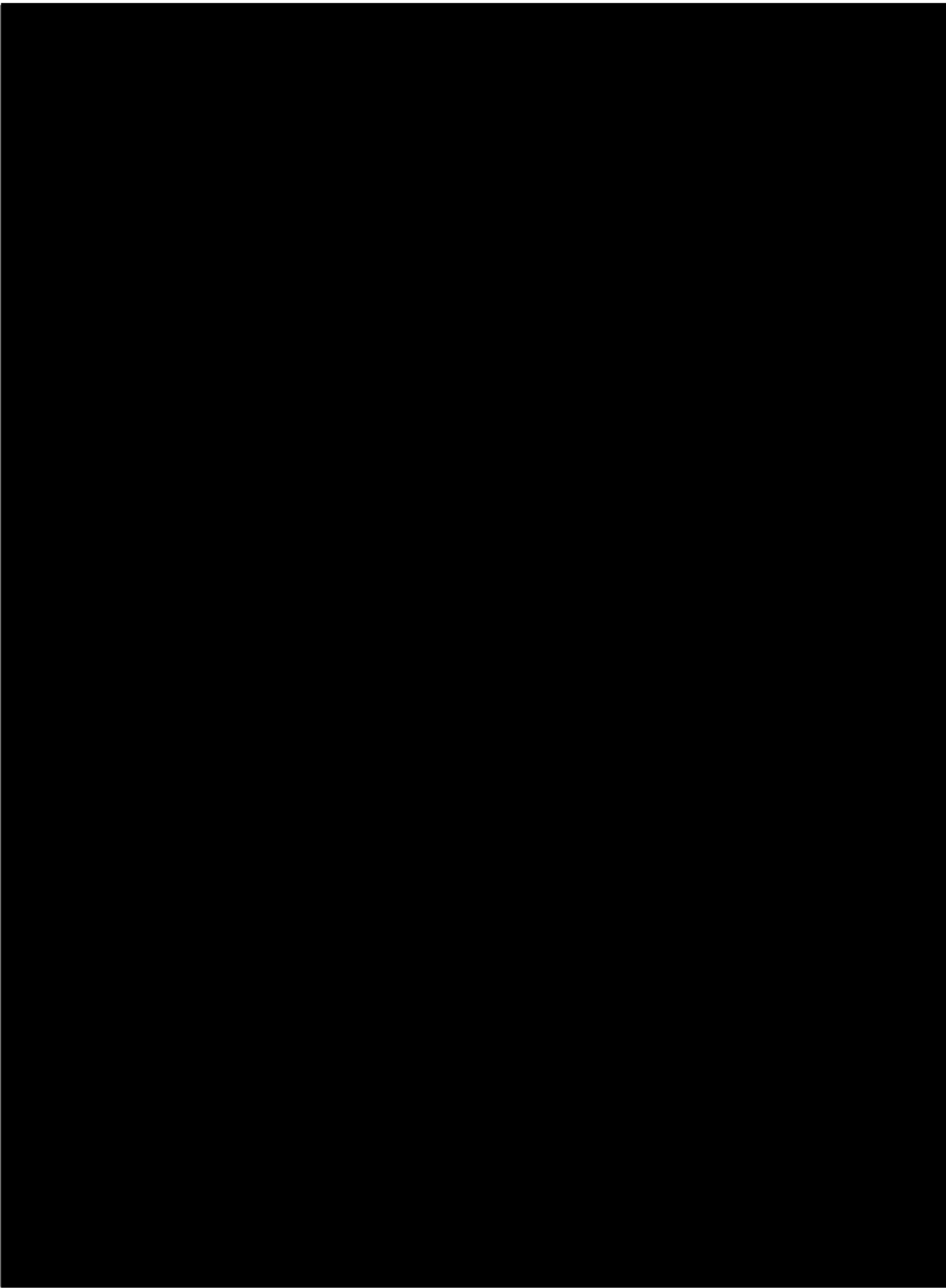
ABNA



KokChung (Chris) Leow, PE

Sr. Project Engineer





JON H. LUER PE

Transportation Manager





*experience prior to joining ABNA

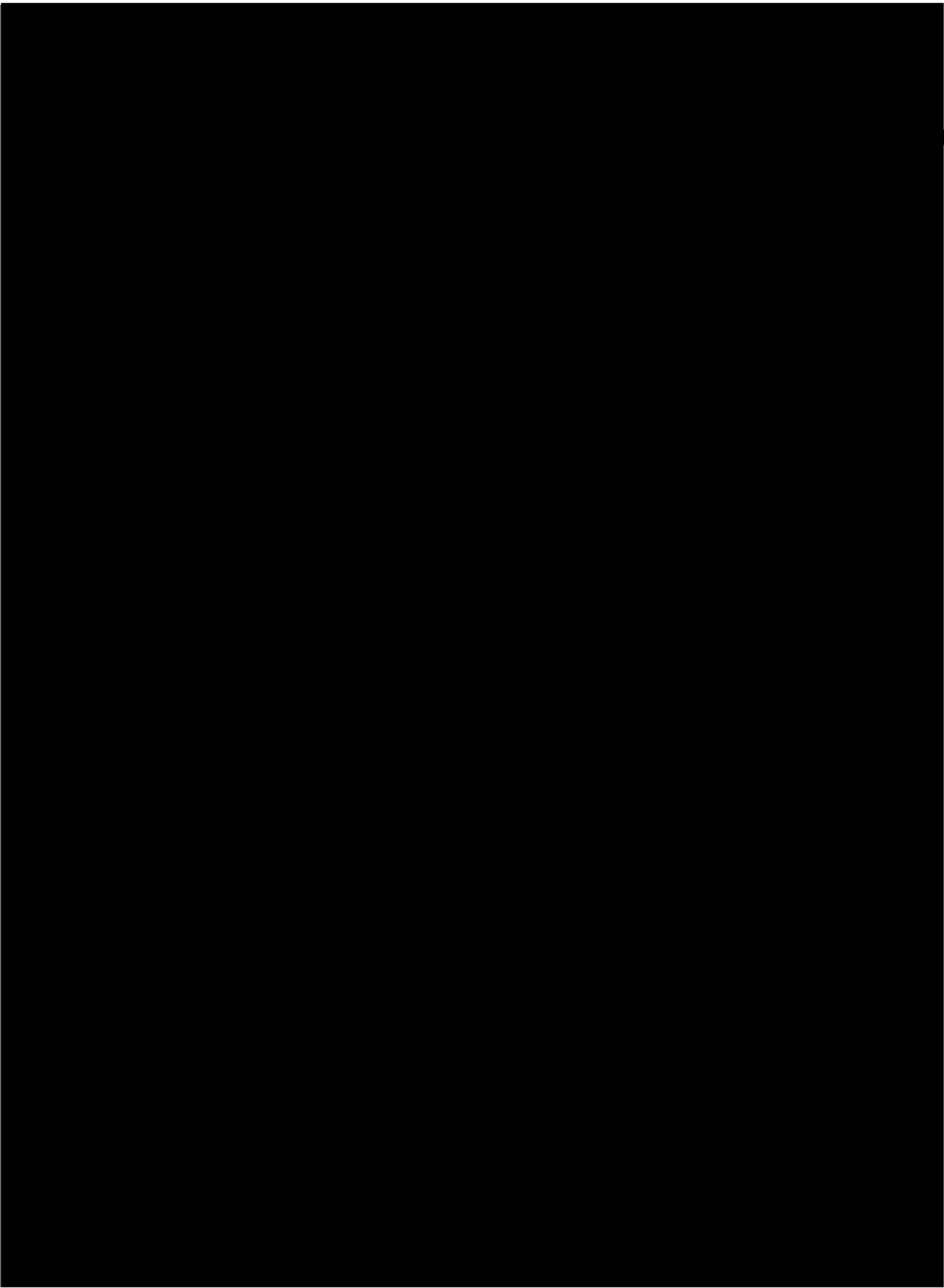
Jon Luer Page 2

EXHIBIT "1"
Page 138 of 265

FRANKLIN P. EPPERT, PE

Electrical Project Manager





*experience prior to ABNA

Frank Eppert, Page 2

EXHIBIT "1"
Page 140 of 265

EXHIBIT F

Contract No. I-17-4678

ABNA of Illinois, Inc.

SCOPE OF SERVICES

Scope of Services: All efforts under this item will include the project management and administration of the efforts for the scope. Coordination and meeting attendance with the lead consultant, Tollway or other agencies is also include in the efforts. Efforts for the preparation of contract documents elements will include all quantities and special provisions.

Task 1.0 This effort will include the utility coordination and utility studies for the area of Contract N07. The DCM will provide a CADD file of the existing utility facilities located in the project corridor. The consultant will coordinate with JULIE and public agencies with facilities in project area. This information will be used to verify the utility information provided by the DCM. This effort will include coordination w/utility companies, an evaluation/confirmation of abandoned utilities in corridor and any necessary field reviews. The consultant will prepare necessary Notice of Interference Forms.

Schedule: Nov. 2017 thru May 2018

Task 2.0 This effort will include the development of the lighting design including the photometrics for LED lighting of Contract N07 mainline and ramps. Tasks will include a review of the current lighting design, analyzing the roadway/Touhy underpass/sign truss lighting. The Consultant will prepare all calculations for submittal. A cost opinion, based on LED lighting design, will be included in the effort. The Consultant will lead the concept lighting design meeting and prepare the concept lighting report.

Schedule: Nov. 2017 thru Jan. 2018

Task 3.0 The Consultant will utilize the plans to determine utility impacts and prepare a technical memo summarizing the findings. This effort will include the preparation of the Utility Matrix that will be include in the contract documents.

Schedule: Mar. 2018 thru April 2018

Task 4.0 The Consultant will prepare the traffic signal plans for the traffic signal at the intersection of Ramp W2 and Touhy Avenue. The design may include both temporary and permanent signal design.

Schedule: Dec. 2018 thru May 2020

Task 5.0 The Consultant will prepare the erosion control plans and details for Contract N07. The plans shall meet current Tollway and industry standards. Erosion control will need to be considered throughout the various stages of construction.

Schedule: Dec. 2018 thru May 2020

Task 6.0 The Consultant will prepare the ITS Plans for Contract N07. The effort will not include the installation of the wiring and equipment. This effort will be prepared under a separate contract by the DCM. Coordination with the DCM will be required under this effort.

Schedule: Dec. 2018 thru May 2020

Task 7.0 The Consultant will prepare the roadway lighting plans and details for Contract N07. The plans shall meet current Tollway and industry standards. The lighting report will be the basis for the lighting plans, but may include modification that occur during the development of the contract documents.

Schedule: Oct. 2018 thru May 2020

EXHIBIT F

Contract No. I-17-4678

ABNA of Illinois, Inc.

SCOPE OF SERVICES

Task 8.0 This effort will include the Consultant preparing a reanalysis of the photometrics and an amendment to the roadway lighting report and contract documents to address modifications should the design be modified to include auxiliary lanes along the mainline.

Schedule: Apr. 2018 thru May 2018

Task 9.0 This effort will include the Consultant addressing modifications to the erosion control plans and details should the design be modified to include auxiliary lanes along the mainline.

Schedule: Apr. 2018 thru May 2018

EXHIBIT G

Contract No. I-17-4678

ABNA of Illinois, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
RR-14-4222	Structural Design Support	\$512,000.00	\$300,000.00	6/1/2018
IL 132	Roadway Improvements/Bridge Replacement	\$525,100.00	\$185,000.00	6/1/2018

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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** Additional services funds require prior authorization before use

	TOTAL DBE/MBE/WBE Subconsultants:	\$	-
	TOTAL Additional Services DBE/MBE/WBE Subconsultants:	\$	-
	TOTAL Allowable Fee DBE/MBE/WBE Subconsultants:	\$	-
	DBE/MBE/WBE Percentage of Total Fee (includes Additional Services):	_____	
	DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services):	_____	

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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7	<table border="0" style="width: 100%;"> <tr> <td style="width: 70%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 20%; text-align: right;">\$</td> <td style="border-bottom: 1px solid black; width: 10%; text-align: right;">-</td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="border-bottom: 1px solid black; text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="border-bottom: 1px solid black; text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="border-bottom: 1px solid black; text-align: right;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="border-bottom: 1px solid black; text-align: right;">-</td> </tr> </table>	Direct Labor	\$	-	Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-
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** Additional services funds require prior authorization before use

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

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

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

Dainis, John

From: Szabo, John
Sent: Wednesday, March 07, 2018 10:18 AM
To: Homeyer, Robert; Jablonski, Dorothy; Lanzo, Paul; Dainis, John
Cc: Wenberg, Jason; McCay, Tom; McCay, Tom; Mack, Michael; Folta, Mike; Andrea Gelsomino
Subject: RE: Contract I-17-4678 Burns McDonnell - AES contract exhibits typo

*Contract I-17-4678
Elgin O'Hare Western Access
Pratt Boulevard to Touhy Avenue
Mile Post 5.1 to Mile Post 5.8*

Hi:

I have reviewed the letter dated March 6, 2018, from Burns & McDonnell Engineering Co., Inc. requesting the Tollway to change the firm name on certain contract exhibits from American Surveying & Assoc., Inc. to AES Services, Inc. It is my understanding that this is necessary to correct a minor typographic error and will have no other effect on the contract (e.g. contract upper limit of compensation or subcontract authorized amount). As such, the change is approved on a one-time basis.

Regards,

John Szabo

From: Gelsomino, Andrea [mailto:agelsomino@burnsmcd.com]
Sent: Tuesday, March 06, 2018 11:26 AM
To: Homeyer, Robert
Cc: Wenberg, Jason; McCay, Tom; McCay, Tom; Mack, Michael; Szabo, John; Folta, Mike
Subject: RE: Contract I-17-4678 Burns McDonnell - AES contract exhibits typo

Rob,

Attached is the requested letter.

Please let me know if you require anything further.

Thank you,

Andrea Gelsomino \ BURNS & MCDONNELL

Documentation Specialist – Construction Services

M: 630-299-9223

agelsomino@burnsmcd.com

200 W. Adams \ Suite 1600 \ Chicago, IL 60606

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From: Homeyer, Robert [<mailto:rhomeyer@getipass.com>]
Sent: Monday, March 05, 2018 9:20 AM
To: Gelsomino, Andrea <agelsomino@burnsmcd.com>
Cc: Wenberg, Jason <jwenberg@burnsmcd.com>; McCay, Tom <tmccay@burnsmcd.com>
Subject: RE: Contract I-17-4678 Burns McDonnell - AES contract exhibits typo

Good Morning Andrea,

Hope you had a nice weekend. I think a letter would be better. Contact me with any questions or concerns.

Thanks,
Robert

From: Gelsomino, Andrea [<mailto:agelsomino@burnsmcd.com>]
Sent: Friday, March 02, 2018 4:20 PM
To: Homeyer, Robert
Cc: Wenberg, Jason; McCay, Tom
Subject: Re: Contract I-17-4678 Burns McDonnell - AES contract exhibits typo

Rob hope all is well!!

Do you need a letter or will an email suffice?

Thanks!!

Sent from my iPhone

On Mar 2, 2018, at 4:19 PM, Gelsomino, Andrea <agelsomino@burnsmcd.com> wrote:

I'll take care of this.

Sent from my iPhone

On Mar 2, 2018, at 2:13 PM, Folta, Mike <mfolta@burnsmcd.com> wrote:

Robert,

I have forward this on to the Project Lead who assembled the package. They will reach out to you ASAP and get this item resolved. Jason Wenberg will be the BMCD lead to address this matter.

Thank you,

Michael J. Folta, PE \ <image001.png>

Vice President

O 630-724-3227 \ M 630-514-0855 \ F 630-724-3201

mfolta@burnsmcd.com \ burnsmcd.com

200 W. Adams Street, Suite 1600 \ Chicago, IL 60606

1431 Opus Place, Suite 400 \ Downers Grove, IL 60515

<image008.jpg> <image009.jpg> <image010.jpg> <image011.jpg> <image012.png> <image013.png>

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*Registered in: IL, TX

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From: Homeyer, Robert [<mailto:rhomeyer@getipass.com>]

Sent: Friday, March 02, 2018 2:09 PM

To: Nashif, Manar <mnashif@getipass.com>; Folta, Mike <mfolta@burnsmcd.com>

Cc: Durkin, Laura <LDurkin@getipass.com>; Klein, Matthew <mklein@getipass.com>

Subject: Contract I-17-4678 Burns McDonnell - AES contract exhibits typo

Mike,


Per my voicemail earlier today, our A/P Dept. found an error (typo) on the exhibits for one of your subconsultants on the contract listed above. The subconsultant is AES Services, all of their information and amounts are correct; however, the header information has a different company listed (American Surveying & Assoc.). Since all of the information in the exhibits and in Catapult is correct, the only change needed is to correct the company name in the header of the contract exhibits. We have discussed ways to correct this within Contract Services, and the quickest way would be to manually correct the name on the existing documents. To do this we would need a written request from Burns-McDonnell to correct the company name on the exhibits. This should be addressed to the Tollway PM, and we would then insert this letter into the contract and make the corrections. Please contact me to discuss this issue.

Thanks,

Robert Homeyer
Contract Services Group
Engineering Department

Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, IL 60515

Phone: 630-241-6800 Ext. 3366 Email: rhomeyer@getipass.com

 Please consider the environment...

Only print this e-mail and/or the attachments if necessary.

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not the intended recipient, please be aware that any copying, distribution, dissemination, disclosure or other use of this e-mail and any attachments is unauthorized and prohibited. Your receipt of this message is not intended to waive any applicable privilege or claim of confidentiality, and any prohibited or unauthorized disclosure is not binding on the Illinois State Toll Highway Authority. Thank you for your cooperation.



March 6, 2018

John Szabo
Project Manager
Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, IL 60515

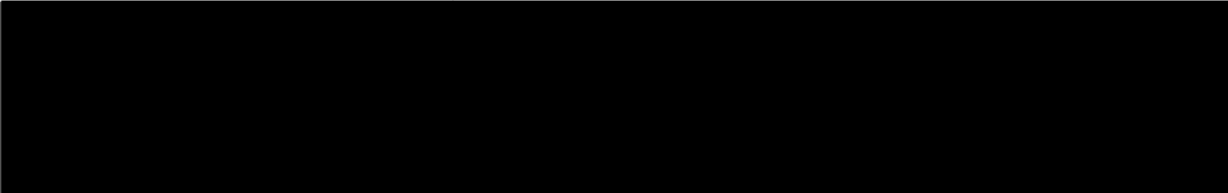
Re: I-17-4678

Dear Mr. Szabo:

Please correct change American Surveying & Assoc., Inc. to AES Services, Inc. in all contract documents for the above-mentioned contract.

Please contact Andrea Gelsomino at agelsomino@burnsmcd.com or 630-299-9223 if you should require anything further.

Sincerely,



Michael J. Folta, P.E.
Vice President

MF/acg

Contract Information Sheet

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

Consultant Name: ~~American Surveying & Assoc., Inc.~~ AES Services, Inc.

Contract Number: 1-17-4678

Proposal Date: 8/3/2017

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-17-4678

Consultant: AES Services, Inc.
 American Surveying & Assoc., Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												Grand Total Exhibit A Hours	TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		2,116	
Coordination & Meetings												1	1		2
Supplemental Survey Barrier Warrants INVEST P & D Eval.															
TOTALS													1	1	2

Contract Number: I-17-4678
 Consultant: AES Services, Inc.
 American Surveying & Assoc., Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Coordination & Meetings																
Supplemental Survey			160	160												320
Barrier Warrents																80
INVEST P & D Eval.																2
TOTALS			160	160											82	402

Contract Number: I-17-4678

Consultant: AES Services, Inc.
 American Surveying & Assoc., 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				
Coordination & Meetings																
Supplemental Survey			160	160			160	160								640
Barrier Warrants	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	960
INVEST P & D Eval.	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	48
TOTALS	84	84	244	244	84	84	244	244	84	84	244	84	84	84	84	1648

Contract Number: I-17-4678

Consultant: AES Services, Inc.
 American Surveying & Assoc., Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Coordination & Meetings																
Supplemental Survey	60															60
Barrier Warrents	4															4
INVEST P & D Eval.																
TOTALS	64															64

Contract No.: I-17-4678 Consultant: AES Services, Inc.

Date: 8/3/2017 American Surveying & Assessing, Inc.

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 27 No. OF MONTHS
 SCHEDULED START DATE: 1/1/2017
 RAISE DATE: 1/1/2018
 PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date	Date
11/1/2017	12/31/2017	1/1/2018	12/31/2018	1/1/2019	12/31/2019	1/1/2020
2.0	12.0	12.0	12.0	1.0	27.0	27.0
27.0	27.0	27.0	27.0	27.0	27.0	27.0
7.41% Factor First Period	44.44% Escalation Factor Second Period	44.44% Escalation Factor Third Period	44.44% Escalation Factor Fourth Period	3.70% Escalation Factor Fifth Period		

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date	Date
27.0	27.0	27.0	27.0	27.0	27.0	27.0

The escalation factor for this project is: 100.00%

Contract No.: I-17-4678 Consultant: AES Services, Inc.
American Surveying & Assoc., Inc.

Date: 8/3/2017 Escalation Factor: 100.00%
 (From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES										DIRECT COST OVERTIME PREMIUM		
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Total Estimated Work Hours:					
							Estimated O/T Hours:	Average Premium O/T Hourly Rate:	Total Overtime Premium:			
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	36.00						
No	Project Manager	\$40.00	\$70.00	\$68.00	\$68.00	72.00						
No	Senior Engineer/Planner	\$40.00	\$70.00	\$65.00	\$65.00	144.00						
No	Resident Engineer	\$40.00	\$70.00									
No	Project Engineer/Planner	\$25.00	\$60.00	\$55.00	\$55.00	320.00						
No	Staff Engineer/Planner	\$20.00	\$40.00	\$35.00	\$35.00	320.00						
No	Engineer /Accountant	\$20.00	\$60.00	\$42.00	\$42.00	320.00						
No	Senior Technical Specialist	\$25.00	\$60.00	\$55.00	\$55.00	160.00						
No	Technical Specialist	\$15.00	\$50.00	\$31.50	\$31.50	460.00						
No	Architect	\$30.00	\$70.00	\$42.00	\$42.00	284.00						
No	Realty Specialists	\$20.00	\$70.00									
No	Intern	\$8.25	\$20.00									
No	Admin/Clerical	\$8.25	\$40.00									

Contract No.: 1-17-4678

Consultant: American Surveying & Assoc., Inc.

Date: 8/3/2017

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	President	Mohammed Saleem	\$50 - \$70
	Vice President		
Project Manager	Engineer IV	Jameel Ahmed	\$40 - \$70
Senior Engineer/Planner	Engineer IV	Iulian Gnatenco	\$40 - \$70
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Engineer III	Bridgett Barrett	\$25 - \$60
	Engineer III	Ismail Attallah	
	Engineer III	Devshi Roy	
	Engineer III	Kanu Vadiya	
	Engineer III	Muhammad A. Siddiqui	
Staff Engineer/Planner	Engineer II	Mohammed Abdul Waheed	\$20 - \$40
	Engineer II	Kiran Konduru	
Engineer /Accountant	Engineer I	Summer Megdadi	\$20 - \$60
	Engineer I	Ahmad Saadeh	
	Engineer I	Talha Mohammed	
	Engineer I	Luke Garrett	
	Engineer I	Artem Shostak	
Senior Technical Specialist	Surveyor III	Dean L. Bauer	\$25 - \$60
Technical Specialist	Surveyor I	Christopher Buma	\$15 - \$50
		Anthony Kollak	
Architect	Surveyor II	Dale Weaver	\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical			\$8.25 - \$40

Contract No.: 1-17-4678 Consultant: American Surveying & Assoc., Inc.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. **VEHICLE REIMBURSEMENT - rate based on link below**
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>

- B. **ALLOWABLE DIRECT COSTS - based on link below**
http://www.illinoistollway.com/documents/10157/2389762/12_LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_10012013.PDF

- C. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 11,168.66

ALLOWABLE DIRECT COSTS

10.01.2013

Effective for contracts awarded on or after October 1, 2013, the following costs are allowable when requested by the Department and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Vehicle Rental	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day
Vehicle Half-day Rate	\$32.50/half day
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography and mapping	Actual Cost
Utility exploratory trenching	Actual Cost

ALLOWABLE DIRECT COSTS

- ***website for State Reimbursement Rates**
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- ****Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.**
- **On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."**

Contract No.: I-17-4678

Consultant: ~~American Surveying & Assoc., Inc.~~

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Mohammed Saleem SE, PE, LEED AP

Project Manager: Jameel Ahmed, PE

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Dean L Bauer, PLS

Classification: Surveyor III

Name: _____

Classification: _____

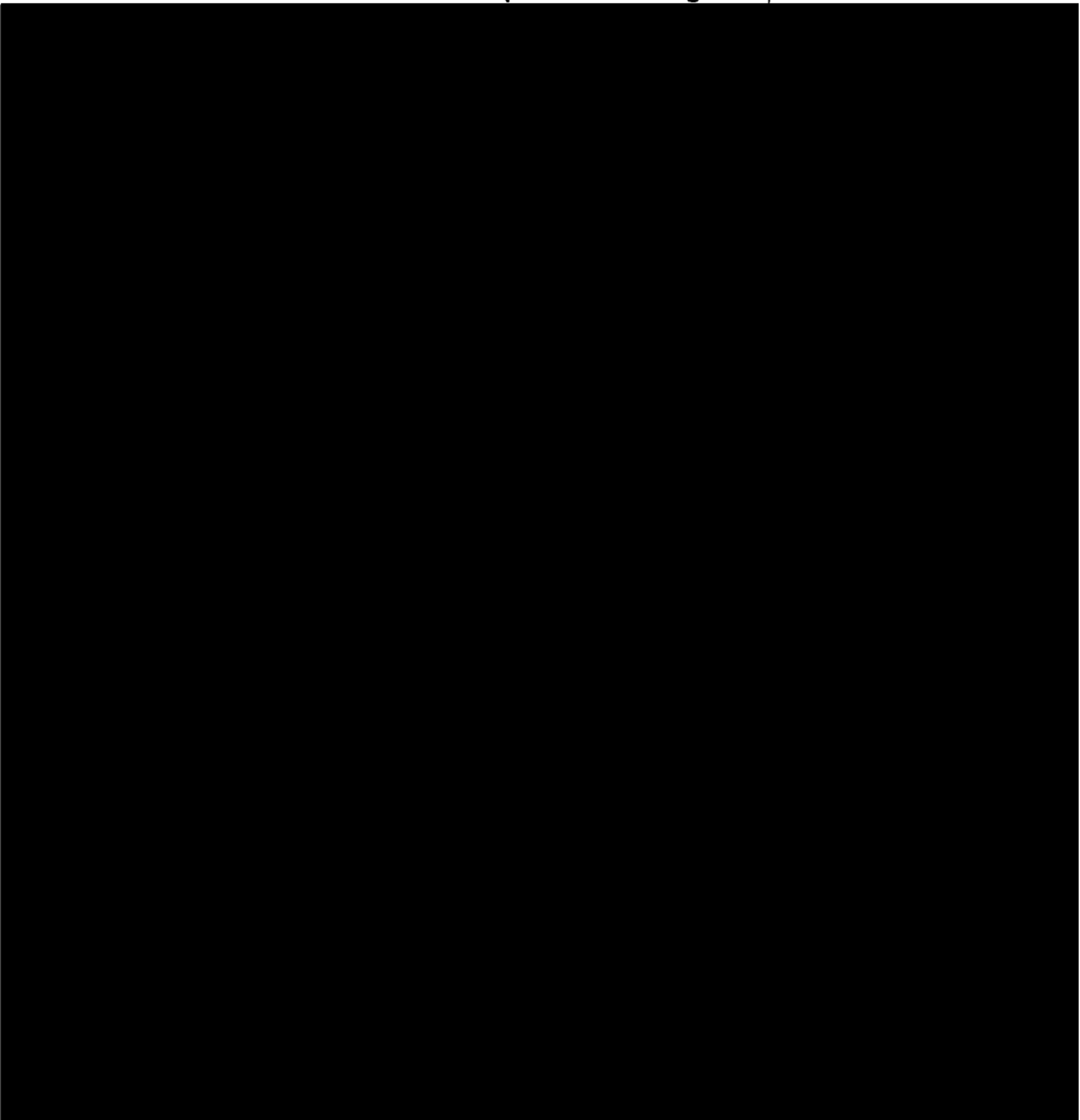
Name: _____

Classification: _____

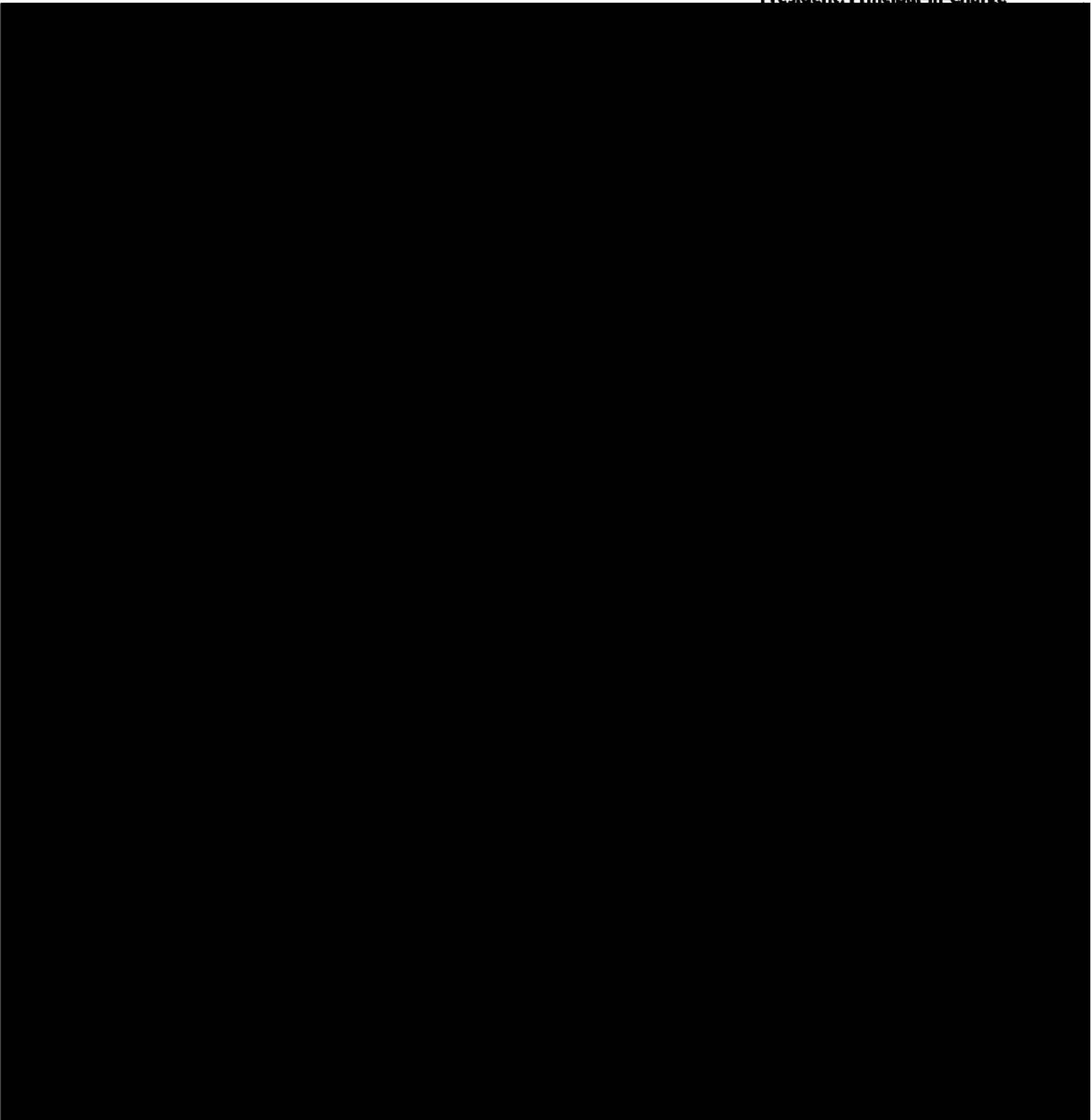
Name: _____

Classification: _____

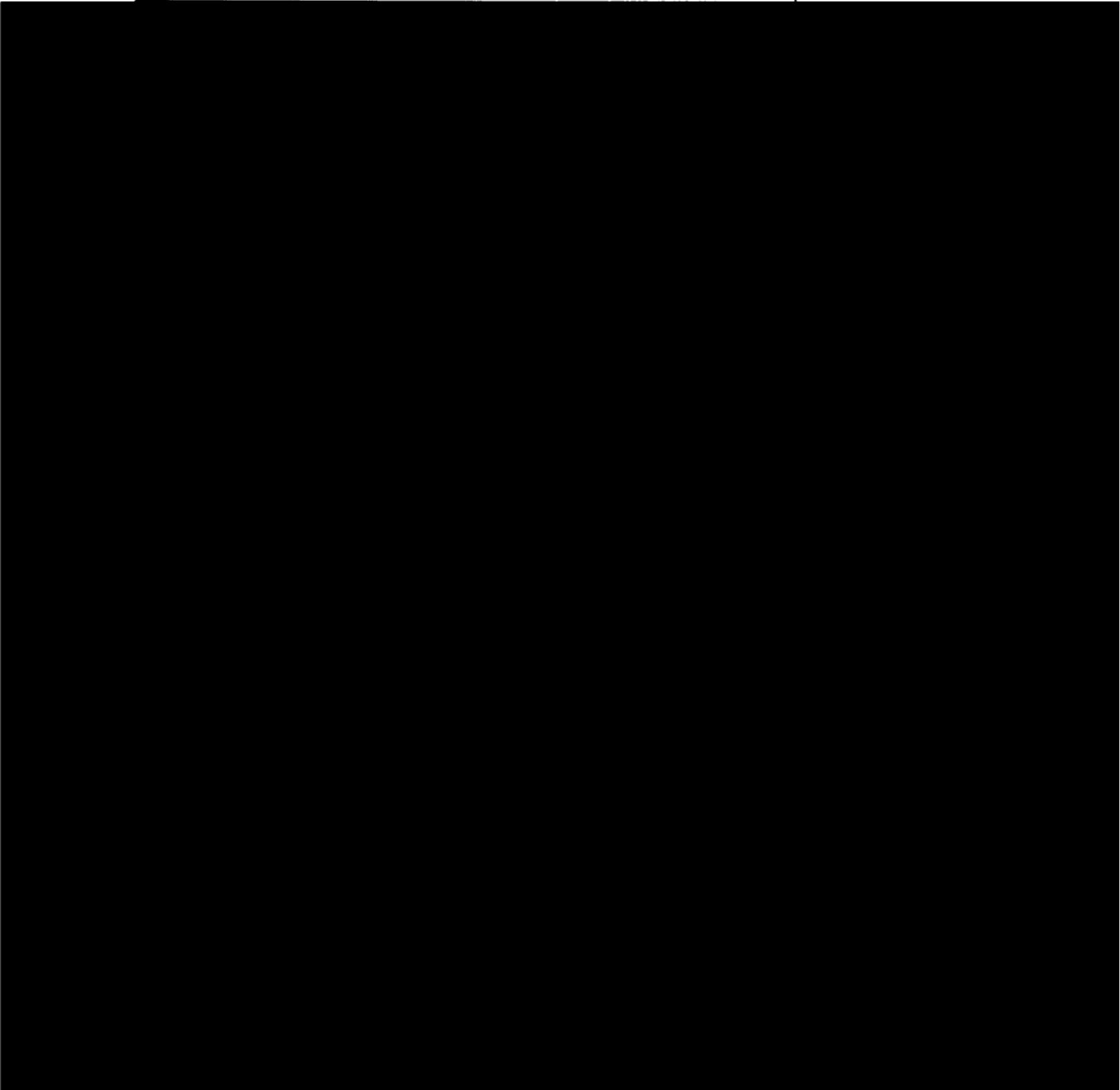
MOHAMMED SALEEM, SE, PE, LEED AP
Principal Structural Engineer

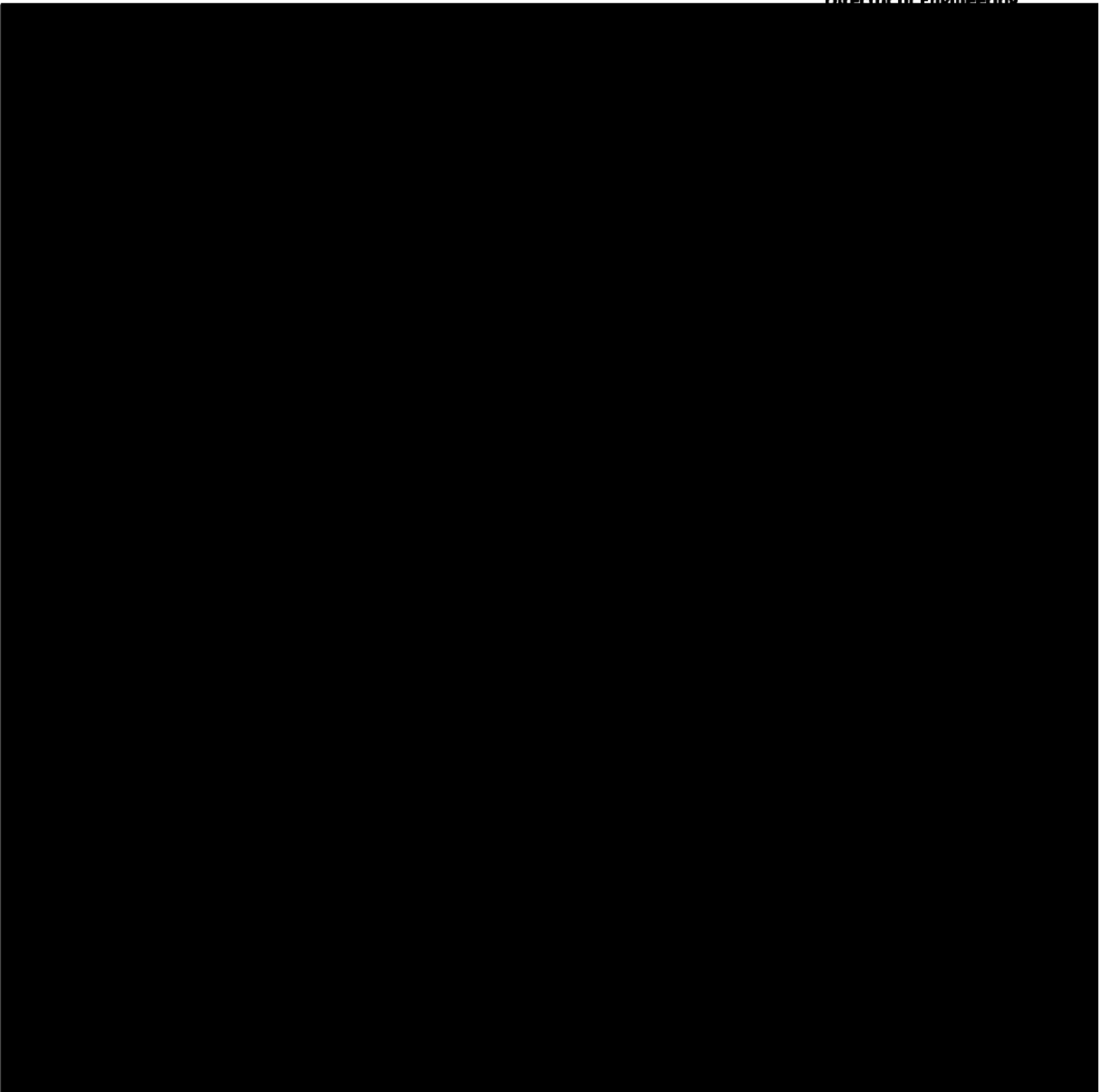


MOHAMMED SALEEM, SE, PE, LEED AP
President, Principal-In-Charge



JAMEEL AHMED, PE
Director of Engineering





DEAN L. BAUER, PLS
Land Surveyor

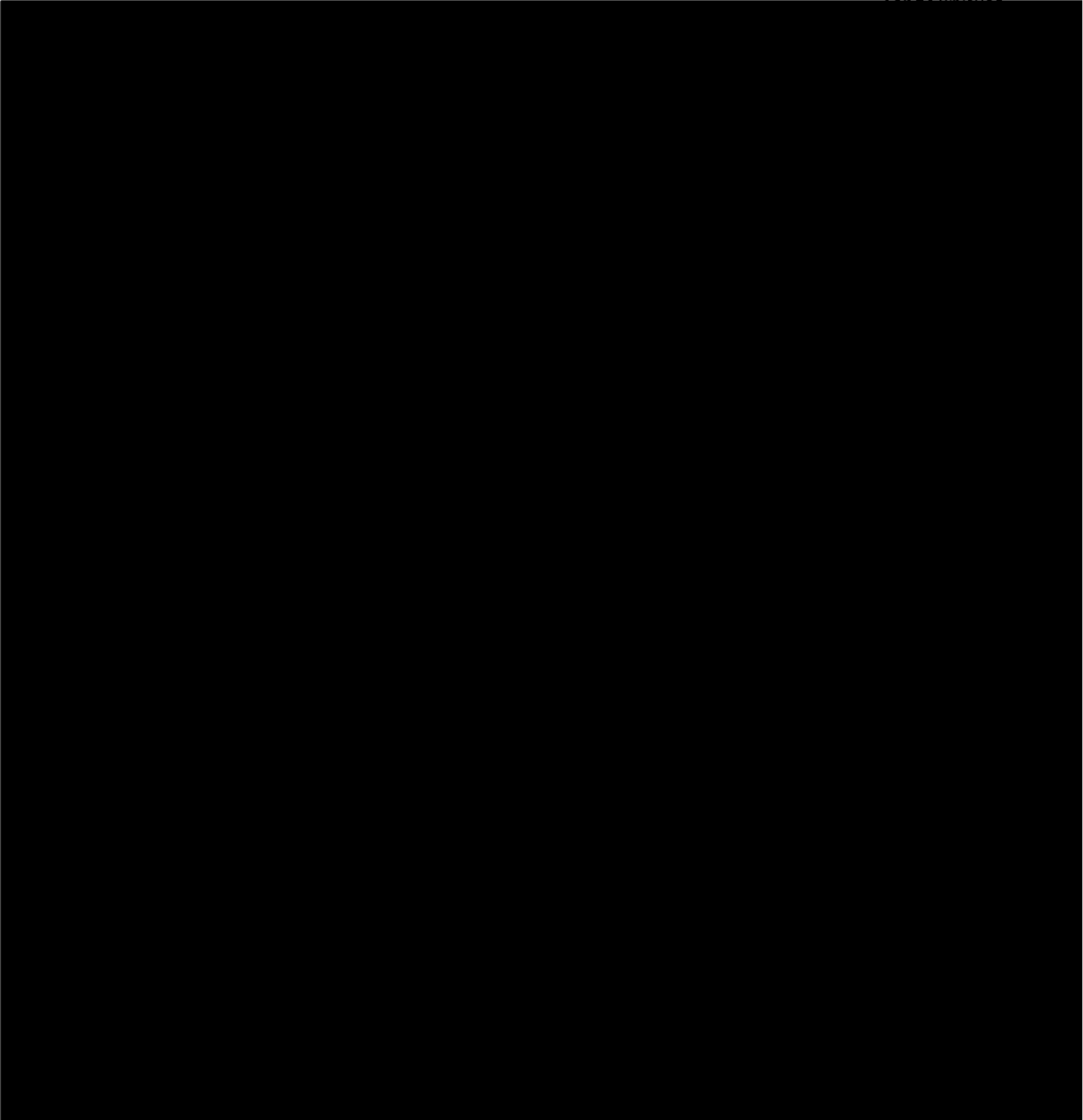


EXHIBIT F

Contract No. I-17-4678

American Surveying & Assoc., Inc.

SCOPE OF SERVICES

Scope of Work: All efforts under this item will include the project management and administration of the efforts for the scope. Coordination and meeting attendance with the lead consultant, Tollway or other agencies is also include in the efforts. Efforts for the preparation of contract documents elements will include all quantities and special provisions. This effort will include the conducting supplemental survey for the following areas: area south of Touhy Avenue, Touhy Avenue following the reconstruction, Rodgers Pond, area long the UPRR adjacent to the Contract, the area of the stormwater conveyance system to the Willow-Higgins Creek and the Groot/Palumbo properties following modifications. Additionally, this effort will include incorporating the changes into the master topographic survey file, modifying the TIN Models and modifying the master contour file. This effort will include verifying the existing TIN model to ensure it reflects the existing ground throughout the area of the Contract. This effort will include organizing and evaluate the right-of-way documents provided by the DCM to ensure they accurately reflect the proposed right-of-way in the concept design and needs for the project. This effort will include the preparation of the barrier warrant analysis throughout the different staging of the development of the contract documents. The warrants shall be prepared in accordance with Tollway standard requirements and deliverables. This will include but might not be limited to the 60%, 95% and 100% submittals. This effort will include performing the INVEST Planning and Design Evaluations for the Contract. The effort will include, but will not be limited to the 60% submittal effort, identifying opportunities, the 95% Submittal, as-designed evaluation and forms, the pre-construction meeting and efforts during construction at substantial completion. This effort will include the Consultant addressing modifications to the barrier warrants should the design be modified to include auxiliary lanes along the mainline.

EXHIBIT G

Contract No. I-17-4678

American Surveying & Assoc., Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
I-12-4058	Surveying and Land Acquisition Services Upon Reque:	\$60,000	\$60,000	TBD
RR-15-9976R	Traffic Engineer Services	\$476,000	\$307,000	Dec-19
P-91-319-13	Phase I Studies for Various Projects	\$215,000	\$153,000	2019
D-91-022-14	IL 47 from North of IL 120 to US 14, Phase II Project, McHenryCounty.	Contract under negotiation		2019
P-91-437-13	Phase I Studies for Various Projects, Various Counties Region One, District One.	\$169,000	\$0	2019
P-91-226-15	Various Phase I Projects, Various Routes, Various Counties, Region One/ District One.	\$240,000	\$128,000	Jun-18
P-91-347-15	Various Phase I Projects	Contract under negotiation		
PSB 15-02/9	Land Acquisition Services Upon Request - Systemwide as- needed Surveying	\$270,000		2020
D-91-020-16	Various Phase II Projects, Various Routes, Various Counties, Region One, District One	\$1,500,000	\$250,000	Sep-17
P-91-404-16	IL 62 from IL 25 to IL 68, Phase I Project, Kane and Cook Counties, Region One, District One	\$215,000		Dec-18
P-91-475-16	Phase I, IL 43 (Harlem Avenue) from 46th Street to south of 53rd Street, Cook County, Region One, District One	Contract under negotiation		
D-91-472-16	Phase II, Various Safety Assessment Projects, Various Routes, Various Counties, Region One/ District One	Contract under negotiation		
C-91-174-17	Construction Inspection for I-55 at Weber Road Interchange Reconstruction/Add Lanes	\$1,581,000		Aug-19
I-17-4302	Phase II Tri-State Tollway, Roadway Reconstruction Bridge Rehab.	Contract under negotiation		

Contract No.: 1-17-4678

Consultant: AES Services, Inc.
American Surveying & Assoc., Inc.

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): _____

Project No. I-17-4678

Consultant: American Surveying & Assoc., Inc.

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1	Direct Labor Direct Costs Services by Others Additional Services ** Total this Subconsultant (ULC)	_____ _____ _____ _____ \$ _____	6	Direct Labor Direct Costs Services by Others Additional Services ** Total this Subconsultant (ULC)	_____ \$ _____ \$ _____ \$ _____ \$ _____
2	Direct Labor Direct Costs Services by Others Additional Services ** Total this Subconsultant (ULC)	_____ _____ _____ _____ \$ _____	7	Direct Labor Direct Costs Services by Others Additional Services ** Total this Subconsultant (ULC)	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____
3	Direct Labor Direct Costs Services by Others Additional Services ** Total this Subconsultant (ULC)	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____	8	Direct Labor Direct Costs Services by Others Additional Services ** Total this Subconsultant (ULC)	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____
4	Direct Labor Direct Costs Services by Others Additional Services ** Total this Subconsultant (ULC)	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____	9	Direct Labor Direct Costs Services by Others Additional Services ** Total this Subconsultant (ULC)	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____
5	Direct Labor Direct Costs Services by Others Additional Services ** Total this Subconsultant (ULC)	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____	10	Direct Labor Direct Costs Services by Others Additional Services ** Total this Subconsultant (ULC)	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: O'Brien & Associates, Inc.

Contract Number: I-17-4678

Proposal Date: 8/3/2017

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-17-4678 Consultant: O'Brien & Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Geotechnical Engr												120	120
TOTALS												120	120

Contract Number: I-17-4678 Consultant: O'Brien & Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Geotechnical Engr	200	174	160	120	80	40	40	40					854
TOTALS	200	174	160	120	80	40	40	40					854

Contract No.: I-17-4678

Consultant: O'Brien & Associates, Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>974.00</u>	X	<u>\$ 39.04</u>	=	TOTAL DIRECT SALARY	\$ <u>38,024.96</u>
(Total Work Hours from Exhibit C-2)		(Average Hourly Rate from Exhibit C-2)			

Multiplier to be used on this project:	<u>2.80</u>
Allowable Multiplier = (2.8 DSE) (2.6 or 2.8 CM) (2.6 PMO)	

DIRECT REGULAR SALARY TIMES MULTIPLIER	\$ <u>106,469.89</u>
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B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS	<u>\$290,530.11</u>
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C. SERVICES BY OTHERS

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

TOTAL SERVICES BY OTHERS	\$ <u>-</u>
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D. ADDITIONAL SERVICES (Prime Consultant)

_____ (Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

_____ (Requires prior authorization before use)

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ <u>397,000.00</u>

Contract No.: I-17-4678 Consultant: O'Brien & Associates, Inc.

Date: 8/3/2017

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 9 No. OF MONTHS

SCHEDULED START DATE: 12/1/2017

RAISE DATE: 1/1/2018

PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date
12/1/2017	12/31/2017	1/1/2018	8/31/2018		
1.0			8.0		9.0
9.0			9.0		9.0
11.11%		88.89%			
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
			9.0		9.0
			9.0		9.0
	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-17-4678

Date: 03/20/17

Consultant: O'Brien & Associates, 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)	Escalated Average Overtime Premium Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)	Total Estimated Overtime Hours:	Average Premium Overtime Hourly Rate:	Total Overtime Premium:
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	180.00	\$70.00		974.00		
No	Project Manager	\$40.00	\$70.00	\$42.00	\$42.00	200.00	\$42.00				
No	Senior Engineer/Planner	\$40.00	\$70.00								
No	Resident Engineer	\$40.00	\$70.00								
No	Project Engineer/Planner	\$25.00	\$60.00	\$30.00	\$30.00	364.00	\$30.00				
No	Staff Engineer/Planner	\$20.00	\$40.00								
No	Engineer/Accountant	\$20.00	\$60.00								
No	Senior Technical Specialist	\$25.00	\$60.00	\$32.50	\$32.50	116.00					
No	Technical Specialist	\$15.00	\$50.00								
No	Architect	\$30.00	\$70.00								
No	Reality Specialists	\$20.00	\$70.00								
No	Intern	\$8.25	\$20.00	\$15.00	\$15.00	46.00					
No	Admin/Clerical	\$8.25	\$40.00	\$24.13	\$24.13	68.00					

Contract No.: I-17-4678

Consultant: O'Brien & Associates, Inc.

Date: 8/3/2017

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Toilway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	President	Josephine O'Brien	\$50 - \$70
	Principal Geotechnical Engineer	Dixon O'Brien	
Project Manager	Project Manager	James Wandell	\$40 - \$70
Senior Engineer/Planner			\$40 - \$70
Resident Engineer			\$40 - \$70
Project Engineer/Planner □	Engineering Geologist	Vernon Brown	\$25 - \$60
	Staff Engineer	Joe Abu-Bakr	
	Field Drilling Supervisor	Thomas J. O'Brien	
Staff Engineer/Planner			\$20 - \$40
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist	Laboratory Supervisor	John A. Eisenhut	\$25 - \$60
	Laboratory Assistant	Andris Tiliks	
Technical Specialist			\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern	Intern	Notan E. O'Brien	\$8.25 - \$20
Admin/Clerical	Admin/Clerical	Colleen Kaufmn	\$8.25 - \$40

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. **VEHICLE REIMBURSEMENT** - rate based on link below
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- B. **ALLOWABLE DIRECT COSTS** - based on link below
http://www.illinoistollway.com/documents/10157/2389762/12_LG_TOLLWAY_XX_ALLOWEDIRECTCOSTS_10012013.PDF
- C. **ITEMIZED DIRECT COSTS** - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:

DIRECT COST CATEGORY

Field Services
Laboratory Testing

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)		<u>\$ 290,530.11</u>
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ALLOWABLE DIRECT COSTS

10.01.2013

Effective for contracts awarded on or after October 1, 2013, the following costs are allowable when requested by the Department and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Vehicle Rental	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day
Vehicle Half-day Rate	\$32.50/half day
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography and mapping	Actual Cost
Utility exploratory trenching	Actual Cost

ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- **Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a “tool of the trade.”

GEOTECHNICAL

Aug 3, 2017

FIELD SERVICES		Cost
Mobilization	\$	3,000.11
Daily Mobilization	\$	7,600.00
Mobilization - Night	\$	1,500.00
Daily Mobilization - Night	\$	1,200.00
ATV Mobilization (addiitonal)	\$	4,000.00
Drill Rig and 2-man crew (Regular)	\$	138,240.00
Drill Rig and 2-man crew (OT/Night)	\$	25,920.00
Bore/Corehole Abandonment	\$	7,080.00
Traffic Control Signs and Cones	\$	3,000.00
Support Truck	\$	2,970.00
Generator/Lights	\$	450.00
Bit Wear, AC	\$	-
Layout/Utility Meet/Site Coordination	\$	9,450.00
Field Engineer/Geologist	\$	51,920.00
Field Engineer/Geologist - Night	\$	6,480.00
Topsoil Probes (HA)	\$	2,640.00
Support Vehicle	\$	3,300.00

FIELD SERVICES TOTAL	\$	268,750.11
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GEOTECHNICAL LABORATORY TESTING

Moisture Content	\$	6,750.00
Unconfined (Rimac)/Density	\$	-
Calibrated Hand Penetrometer	\$	-
Organic Content	\$	3,200.00
Combined Analysis (ASTM C-422)	\$	7,700.00
Atterberg Limits (ASTM D-4318)	\$	4,130.00

GEO TESTING TOTAL	\$	21,780.00
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\$290,530.11

Contract No.: I-17-4678

Consultant: O'Brien & Associates, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Josephine O'Brien

Project Manager: James Wandell

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Dixon O'Brien

Classification: Principal Geotechnical Engineer

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____



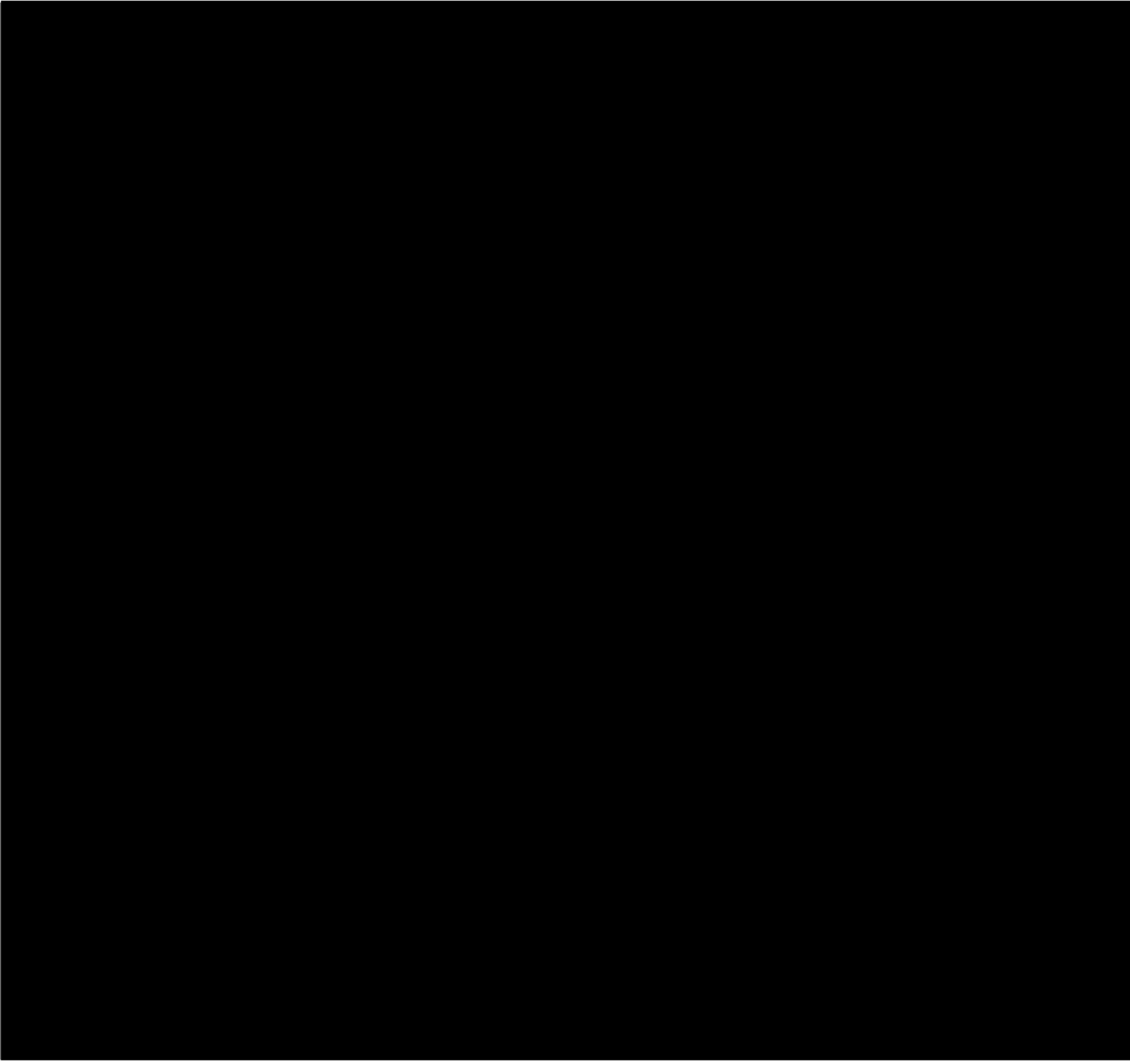
O'BRIEN & ASSOCIATES, INC.

JOSEPHINE O'BRIEN
PROJECT PRINCIPAL



O'BRIEN & ASSOCIATES, INC.

JAMES WANDELL
PROJECT MANAGER





O'BRIEN & ASSOCIATES, INC.

DIXON O'BRIEN, P.E.
PRINCIPAL GEOTECHNICAL ENGINEER

1235 East Davis ♦ Arlington Heights, Illinois ♦ Phone (847) 398-1441 ♦ Fax (847) 398-2378
email: dixonobrien@obainc.net

EXHIBIT "1"
Page 184 of 265

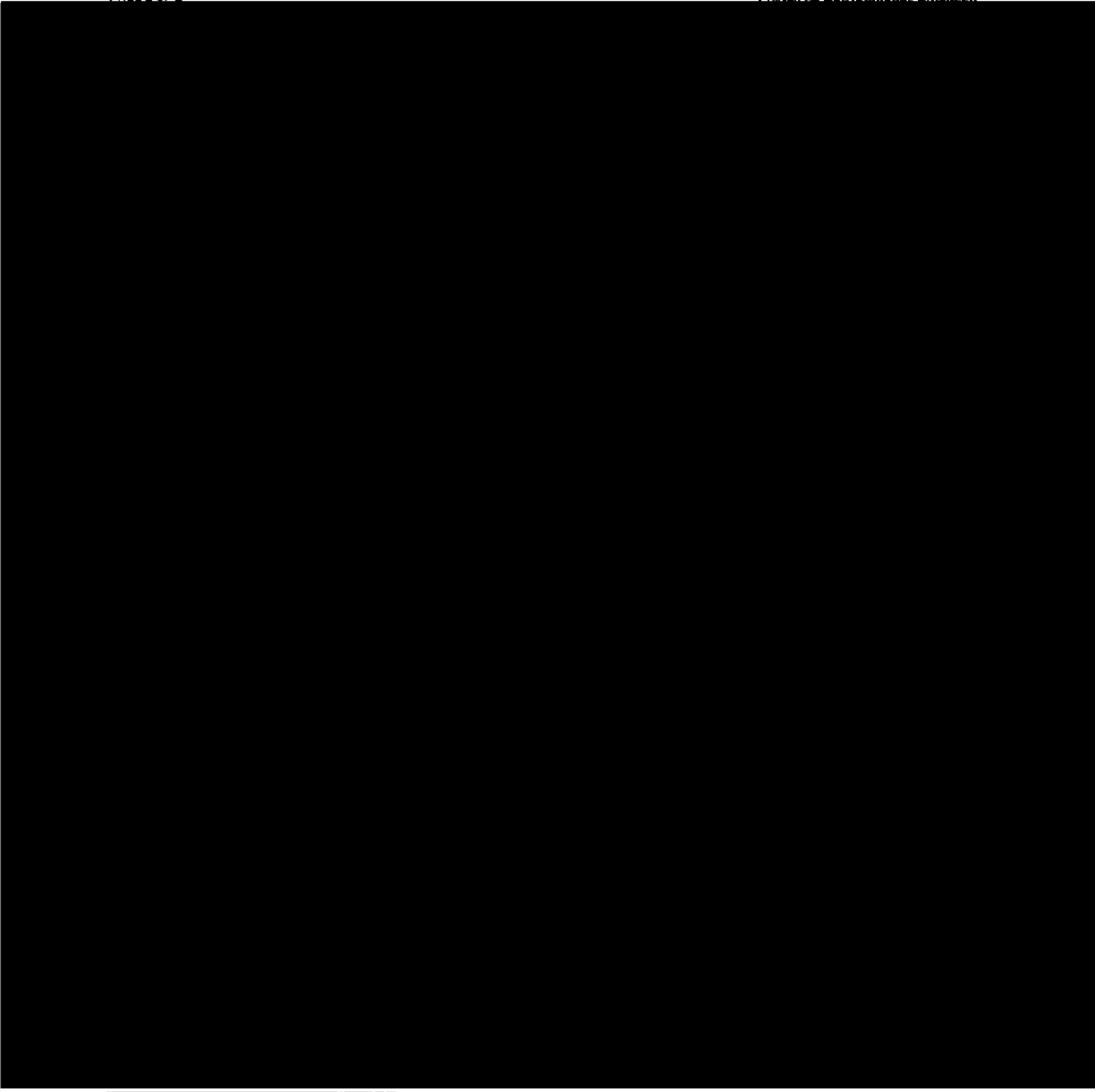


EXHIBIT F

Contract No. I-17-4678

O'Brien & Associates, Inc.

SCOPE OF SERVICES

Geotechnical Services

1.0 Project Description

The project generally extends just outside the western end of O'Hare International Airport between Pratt Boulevard and Touhy Avenue. The limits of the project extend from Sta. 1250+00 to Sta. 1304+00. Included in the geotechnical services are topsoil probing, soil borings for sign support structures, soil borings for the roadway lighting, soil borings for a new retaining wall along Ramp from Westbound Touhy to Southbound EOWA (Loop Ramp), structural borings for a bridge to support ALSF Equipment for Runway 9L and geotechnical reports for the above borings and probes.

2.0 General

All of the geotechnical work will be performed in accordance with the Tollway Geotechnical Manual (dated March 2016). All necessary laboratory tests will be performed in an AMRL certified laboratory. This scope does not include any environmental drilling, sampling or testing.

3.0 Field Investigations

The field investigation will include the following:

3.1 Topsoil Probes (TS) - probes will be performed at 400' intervals between proposed shoulder and 20' past construction limits, with the construction limit width varying from 40' to 570'. The probes will be performed using hand auger/probe methods and will be extended to a depth of depth to 3.0'. A total of 90 probes will be performed at a total of fourteen (14) stations along the project limits.

3.2 Overhead Sign Borings (OSB) - A total of two (2) borings will be performed for signs with two masts and one (1) boring for signs with one mast. The following table summarizes the proposed sign borings and locations.

<u>Boring Location</u>	<u>Direction</u>	<u>No. of Borins</u>	<u>Total Depth (ft)</u>
OSB-1/OSB-2	1254+25 NB	2	80
OSB-1/OSB-4	1254+50 SB	2	80
OSB-1/OSB-6	1263+50 NB	2	80
OSB-1/OSB-8	1263+25 SB	2	80
OSB-1/OSB-10	1276+75 NB	1	40
OSB-1/OSB-12	1290+00 NB	2	80

<u>OSB-13 1304+15**</u>	<u>NB</u>	<u>2</u>	<u>80</u>
	13	520	

3.3 Roadway Lighting - It is our understanding that mainline pavement soil borings and a Roadway Geotechnical Report have been completed as part of the Phase 1 improvements. The roadway borings will be reviewed and, provided the data is useful, these borings will be used to develop recommendations for the roadway lighting foundations.

3.4 Ramp W3 Retaining Wall (RWB) - Structure borings will be performed for a new retaining wall along Ramp W3 from Westbound Touhy to Southbound EOWA (Loop Ramp). We have assumed that the wall will be 200' in length and a total of four (4) borings to a depth of 30' are proposed for the new wall.

3.5 New bridge to support ALSF Equipment for Runway 9L - A new bridge will be constructed over the EOWA roadway to support the ALSF equipment for Runway 9L. We have assumed that both drilling and construction activities will have limited work hours and headroom requirements. Because the foundation construction may require low headroom equipment and an alternative foundation such as micropiles, we propose to perform four (4) borings to a depth of 100'. We have also assumed that work hours will be limited to night operations between the hours of 10 am and 5 pm.

3.6 New Culverts - A 24", 100' long culvert is proposed at mainline station 1273+50 and a 42" culvert is proposed at Ramp W2 station 220+00. Five (5) borings to a depth of 30' will be performed for the new culverts.

3.7 New Detention Basins - New detention areas and project basins (D7-C1, Rodgers Pond, D7-N2, D7-N1, D7-N1C, D7-N1B and D5-S). A total of thirty-five (35) borings to a depth of 20' will be performed for the new detention basins.

3.8 Culvert under Railroad (est 96" size, location unknown) – Twelve (12) borings to a depth of 30' for the new culvert.

3.9 Ramp W1 North (Station 103+00 to 110+00) and South (Station 103+00 to 108+00) Retaining Walls. Walls will be less than 10' in height. Seventeen (17) borings to a depth of 30' for the new walls.

3.10 Ramp W2 North (Station 213+00 to 222+00) and South (Station 213+00 to 222+00) Retaining Walls. Walls will be less than 10' height. Twenty-six (26) borings to a depth of 30' for the new walls.

3.11 Ramp V2 from Southbound EOWA to Elmhurst Road - The new ramp (Ramp V2) begins at approximately mainline Station 1266+50 and extends a distance of approximately 1700' until it meets existing Elmhurst Road. A total of six (6) borings will be performed to a depth of 10' for this ramp.

3.12 Toll Plaza at Ramp V2 from SB EOWA to Elmhurst Road. One boring to a depth of 30' will be performed for the new toll plaza.

3.13 Sign Structures for Ramp V2 from Southbound EOWA to Elmhurst Road. One boring to a depth of 40' will be performed for the sign structure.

3.14 Retaining Walls on each side of Ramp V2 from Southbound EOWA to Elmhurst Road. The retaining walls will be 500' and 300' in length. Eight (8) borings to a depth of 30' will be performed for the new retaining walls.

Final boring locations will be determined following a review of all overhead and underground utilities through a joint meet through DIGGER or JULIE. Where required, FAA Form 7460 and a Department of Aviation "Dig Book", including pre-activity meeting time will be included as part of the underground utility clearance process.

Soil samples will be obtained at 2.5' intervals to 30' and then at 5.0' intervals thereafter. An OBA field engineer will visually classify and log the soil samples during the subsurface exploration activities, and perform unconfined compressive strength tests on cohesive soil samples using a calibrated Rimac compression testing device. Bedrock cores (if required) will be obtained an NX size core barrel. The boreholes will be grouted and patched to match existing grade.

4.0 Laboratory Testing

All samples recovered during the field investigation will be inspected in the laboratory to verify the field classifications. The laboratory testing program will be performed to characterize and determine engineering properties of the subsurface soils encountered. Moisture content will be performed on all samples recovered. Strength (Rimac and calibrated hand penetrometer) and density tests will be performed on cohesive samples to assist with the determination of the engineering properties of the soil. Special testings (particle size, organic, index property tests) will be performed on an as needed basis to assist with soil classification. The soils will be classified according to the AASHTO and the Illinois Division of Highways (IDH) soil classification systems.

5.0 Geotechnical Reports

Geotechnical reports will be prepared under the direction of a Registered Professional Engineer based on the results of the field investigation and laboratory testing in accordance with the criteria described in the Tollway Geotechnical Manual. Below is the detailed information that will be included in the geotechnical reports:

- a Soil conditions
- b Ground water elevations
- c Seismic considerations
- d Roadway construction recommendations
- e Foundation analysis and recommendations
- f Lateral support and excavation recommendations
- g Copies of boring logs, test results, soil profile and location diagram
- h Recommendations relative to any unusual design or construction techniques which may be required due to subsurface conditions

Electronic plan and profile base sheets shall be prepared by client for our use in preparing soil profiles.

EXHIBIT G

Contract No. I-17-4678

O'Brien & Associates, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
I-14-4639	ALSF Relocation, O'Hare International Airport, Geotechnical Engineering (Task 11)	\$13,538.00	\$13,538.00	8/30/2017
I-14-6939	I-88 Bridge Modification (Task 15)	\$38,248.00	\$38,248.00	9/30/2017

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1	_____		
	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)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Rubinos & Mesia Engineers, Inc.

Contract Number: I-17-4678

Proposal Date: 8/3/2017

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: 1-17-4678

Consultant: Rubinos & Mesia Engineers, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total Exhibit A Hours	7,432
Concept and PS&E												200	200	400
TOTALS												200	200	400

Contract Number: I-17-4678 Consultant: Rubinos & Mesia Engineers, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Concept and PS&E	210	210	210	210	210	210	210	210	210	210	210	210	210	210
TOTALS	210	210	210	210	210	210	210	210	210	210	210	210	210	2520

Contract Number: I-17-4678

Consultant: Rubinos & Mesia Engineers, 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	
Concept and PS&E	220	220	220	220	220	220	220	220	220	220	220	202	2622
TOTALS	220	220	220	220	220	220	220	220	220	220	220	202	2622

Contract Number: I-17-4678

Consultant: Rubinos & Mesa Engineers, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Concept and PS&E	210	210	210	210	210	210	210	210	210	210			1890
TOTALS	210	210	210	210	210	210	210	210	210	210			1890

Contract No.: I-17-4678 Consultant: Rubincov & Mesia Engineers, Inc.

Date: 8/3/2017

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 35 No. OF MONTHS
 SCHEDULED START DATE: 11/1/2017
 RAISE DATE: 4/1/2018
 PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date
11/1/2017	3/31/2018	4/1/2018	3/31/2019	4/1/2019	3/31/2020
5.0	12.0	12.0	35.0	6.0	35.0
35.0	34.29%	34.29%	Escalation Factor Second Period	34.29%	Escalation Factor Third Period
14.29%	Escalation Factor First Period	34.29%	Escalation Factor Second Period	17.14%	Escalation Factor Fourth Period
					Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date
35.0	35.0	35.0	35.0	35.0	35.0

The escalation factor for this project is: 100.00%

Contract No.: I-17-4678

Consultant: Rubinos & Mesia Engineers, Inc.

Date: 8/3/2017

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

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES										DIRECT COST OVERTIME PREMIUM		
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Total Estimated Work Hours:			Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)	
							Total	Average	Total Overtime			
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	250.00	7,432.00					
No	Project Manager	\$40.00	\$70.00	\$70.00								
No	Senior Engineer/Planner	\$40.00	\$70.00	\$60.00	\$60.00	2,382.00						
No	Resident Engineer	\$40.00	\$70.00	\$70.00								
No	Project Engineer/Planner	\$25.00	\$60.00	\$49.00	\$49.00	2,160.00						
No	Staff Engineer/Planner	\$20.00	\$40.00									
No	Engineer /Accountant	\$20.00	\$60.00	\$45.00	\$45.00	1,340.00						
No	Senior Technical Specialist	\$25.00	\$60.00	\$40.00	\$40.00	1,300.00						
No	Technical Specialist	\$15.00	\$50.00									
No	Architect	\$30.00	\$70.00									
No	Realty Specialists	\$20.00	\$70.00									
No	Intern	\$8.25	\$20.00									
No	Admin/Clerical	\$8.25	\$40.00									
							Total Direct Labor	\$378,586.08				
							Total Estimated Work Hours:	7,432.00				
							Average Hourly Rate:	\$50.94				
							Total Overtime Premium:					

EXHIBIT "1"

Contract No.: I-17-4878

Consultant: Rubinos & Mesia Engineers, Inc.

Date: 8/3/2017

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Toilway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	Principal	Mohsen M. Farahany, SE, PE	\$50 - \$70
	Principal	Farhad Rezai, SE, PE	
Project Manager			\$40 - \$70
Senior Engineer/Planner	Project Engineer	Faiq Aqueel, PE, PTOE	\$40 - \$70
	Project Engineer	Partick Hodina, PE	
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Senior Engineer	Patrick E. Haavig, PE	\$25 - \$60
	Senior Engineer	Ray Mesina, PE	
	Senior Engineer	Babu M. Patel, PE	
	Senior Engineer	Ella Vaysman	
	Senior Engineer	Thomas Harroun, SE, PE	
Staff Engineer/Planner			\$20 - \$40
Engineer /Accountant	Civil Engineer	Praveen Kaini, PE	\$20 - \$60
	Civil Engineer	Javed Hussain	
Senior Technical Specialist	Sr. Cadd Technician	Algis Vasonis	\$25 - \$60
	Sr. Cadd Technician	Victoria Alvarez	
Technical Specialist			\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical			\$8.25 - \$40

Contract No.: I-17-4678 Consultant: Rubinos & Mesia Engineers, Inc.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. **VEHICLE REIMBURSEMENT - rate based on link below**
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>

- B. **ALLOWABLE DIRECT COSTS - based on link below**
http://www.illinoistollway.com/documents/10157/2389762/12_LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_10012013.PDF

- C. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 39,958.98

ALLOWABLE DIRECT COSTS

10.01.2013

Effective for contracts awarded on or after October 1, 2013, the following costs are allowable when requested by the Department and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Vehicle Rental	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day
Vehicle Half-day Rate	\$32.50/half day
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography and mapping	Actual Cost
Utility exploratory trenching	Actual Cost

ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- **Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

Contract No.: I-17-4678

Consultant: Rubinos & Mesia Engineers, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: See Below

Project Manager: See Below

Project Engineer: Faiq Aqueel, PE, PTOE

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: Patrick E. Haavig, PE

Project Structural Engineer: Thomas Harroun, SE, PE

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Mohsen M. Farahany, SE, PE

Classification: Principal & Sr. Project Manager

Name: Farhad Rezai, SE, PE

Classification: Principal & QA/QC Mganager

Name: Babu M. Patel, PE

Classification: _____

Name: _____

Classification: _____

Structural Engineering / Civil Engineering + Construction Management

Faiq Aqueel, PE, PTOE
Project Engineer

Structural / Civil + Construction
Engineering Engineering Management

Faiq Aqueel, PE, PTOE
Page 2 of 2

Structural
Engineering / Civil
Engineering + Construction
Management

Patrick E. Haavig, PE
Leader Roadway Design

Structural / Civil + Construction
Engineering / Engineering Management

Patrick E. Haavig, P.E.
Page 2 of 2

Structural / Civil + Construction
Engineering Engineering Management

Thomas Harroun, SE, PE
Leader Structural Design

Thomas Harroun, SE, PE
Page 2 of 2

Structural / Civil + Construction
Engineering Engineering Management

Mohsen M. Farahany, SE, PE
Principal / Project Manager

Structural / Civil + Construction
Engineering Engineering Management

Farhad Rezai, SE, PE
Principal / QA/QC Manager

Structural / Civil + Construction
Engineering / Engineering Management

Farhad Rezai, SE, PE
Page 2 of 2

Structural / Civil + Construction
Engineering Engineering Management

Babu M. Patel, P.E.
Senior Civil Engineer

Babu M. Patel, PE
Page 2 of 2

EXHIBIT F
Contract No. I-17-4678
Rubinos & Mesia Engineers, Inc
SCOPE OF SERVICES
Concept and PS&E

This proposal is for RME scope as described below:

- Project management and administration related to RME's scope.
- Coordination and meeting attendance with the lead consultant, Tollway or other agencies related to RME's scope
- All quantities and special provisions related to RME's scope
- Retaining wall type study and TS&L drawings for the inside and outside wall along Ramp W2 for the design of a detention basins
- Coordination of the geotechnical effort with the geotechnical sub consultant and other team members that will utilize the geotechnical information.
- Preparation of the earthwork summary table in the contract documents. There is an advance contract for earthwork for this corridor. RME will receive the drawings and as-builts for this early package. RME only preparing earthwork summary table based on cross sections prepared by others in the DSE team.
- Preparation of the maintenance of traffic/construction staging plans is based on traffic impacts at Touhy Avenue and staging be coordinated with adjacent sections and work within Contract n07 and all details for the Contract
- Preparation of the detention basin plan, grading, outlet details, typical sections and details for basins D7 N1, D7 N2, D7 N1C, D7 N1B and D5S for the Contract N07. Volume for the detention ponds and runoffs will be provided by others on the DSE team. RME will provide the drawings and the special provisions and quantities for the construction of the detention basins.
- Preparation of the pavement marking plans and all details for the Contract
- Preparation of the signing plans and all details for the Contract
- Panel designs and sign supports for all overhead and cantilever sign. 7 overhead signs structures are anticipated at this time.
- This effort will include the preparation of the landscape plans and all details for the Contract. N07. The conceptual plans for the landscaping will be provided by Master Civil. 5 landscaping plans plus two detail sheets are assumed at this time.

- Preparation of the retaining drawings and details for Ramp W2 Outside and Ramp W2 Inside for the Contract.
 1. Anticipated drawings include but are not limited to general plan and elevation drawings, general notes, index, bill of materials, plan and elevation details, sections and details, rebar and bending lists and diagrams, and soil borings. This effort will include the preparation of the soil boring sheets for the Contract.
- The preparation of the soil boring sheets for the Contract N07. All soils borings will be provided in a format that is easily transferable to cadd files. RME will coordinate with geotechnical engineer.
- The preparation of the top soil probe plan drawings for the Contract N07. All soils borings will be provided in a format that is easily transferable to cadd files. RME will coordinate with geotechnical engineer. It will include the preparation and organization of the top soil probe information in a format that is agreed to with BMcD
- The consultant will be involved in the management and administration of the project by providing the project engineer for the Contract. The project engineers efforts include but not be limited to management, administration, coordination/meeting attendance, preparation and post meeting activities. Meetings will include but not be limited to Illinois Tollway/DCM, Illinois Tollway - Monthly DSE Book Meetings, Illinois Department of Transportation, Cook County, Elk Grove Village, FAA, CDA, UPRR , Utility Companies, adjacent sections and other stakeholders. The involvement of the project engineer will be mainly to follow thru and coordinate RME's assigned scope. He will build awareness about the overall project and provide opinion and input about the overall project as related to RME's scope, and also to assist with the overall project management of the project, as allowed by the assigned budget. He will provide meeting minutes related to RME's scope, and will provide cursory review of overall meeting minutes.
- The consultant will be involved QA/QC efforts for the Contract. The efforts will include but not be limited to 60% - Management Review, 60% - Coordination Review, 60% - Peer Review, 60% - Constructability Review, 95% - Management Review, 95% - Coordination Review, 95% - Peer Review, 100% - Management Review and 100% - Peer Review RME 's involvement for this task will be to the extent required for the preparation of the design elements assigned to RME, RME will also assist in overall QAQC of the project as allowed by the assigned budget.
- Concept design report for the Runway 9L ALSF relocation
- Development and analysis of structural alternatives, preparation of the appropriate sections of the concept design report, a 3D presentation, TS&L and coordination/meetings with the FAA, CDA, JAQUITH and Aviation Engineer
- Development contract documents including but not limited to plans, special provision and quantities for the bridge/structural design of the ALSF modifications
- All project administration, including efforts for the project engineer, meetings/ coordination, cost opinion development, QA/QC, disposition of comments and project administration.

- This effort will include the Consultant addressing modifications to the pavement markings, signing and landscaping plans and details should the design be modified to include auxiliary lanes along the mainline.
- All Printing & Distribution By BMcD RME's internal printing will not be charged to the project.
- RME has included Direct costs for mileage and travel to Tollway offices and BMcD Offices

EXHIBIT F-2
MANHOUR ESTIMATE

CONTRACT I-17-4678
RME
ELGIN O'HARE WESTERN ACCESS
PRATT BOULEVARD TO TOUHY AVE

Engineering Services Man-Hours

<u>Description</u>	<u>Total</u>
1 Identify Changes in Original Design vs. Current Design Criteria	48
2 Identify Variances Based on D.C. Changes (ML & Ramps)	60
3 Retaining Wall Type Study & TS&L Drawings	280
4 Geotechnical Boring Log Sheets	70
5 Earthwork Summary	70
6 MOT/Construction Staging	280
7 Detention Basin (5 Locations)	600
8 Pavement Marking	320
9 Signing	820
10 Landscaping	180
11 Retaining Wall Ramp	740
12 Topsoil Probe Layout Plan	260
13 Administration	240
14 Meetings	300
15 QA/QC Plan	166
16 Modifications Contract Documents for Auxiliary Lanes	70
17 Concept Design Report for Runway 9L CDA/FAA Facility	528
18 Contract Documents for CDA/FAA Facility Design Contract	2150
19 Project Management - ALSF Efforts	190
20 QA/QC Plan - ALSF Efforts	60
Total	7432

EXHIBIT G

Contract No. I-17-4678

Rubinos & Mesia Engineers, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
890-169	IDOT PM CREATE	\$300,000.00	\$130,000.00	On-hold
157-003	IDOT FAI-55 from I-90 to US 41, Bridge Replacement	\$1,330,000.00	\$80,000.00	8/1/2016
890-172	IDOT Phase I, II and III – 110 mph Track Survey / Design for Chicago to St. Louis High Speed Rail	\$1,279,000.00	\$280,000.00	On-hold
174-008	IDOT FAP 344 (IL 83), at IL 171 (Archer Ave.) South Junction	\$199,000.00	\$97,000.00	4/1/2016
CDOT	Chicago Halsted and Chicago River Phase II	\$260,000.00	\$260,000.00	12/1/2016
14-1 Item 18	Tollway I-90 and System wide, Design Services Upon Request	\$3,000,000.00	\$1,200,000.00	12/1/2017
14-1 Item 10	Tollway I-88, Roadway Resurfacing, US Route 30 to US 52	\$230,000.00	\$230,000.00	12/1/2018

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

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

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

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

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

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

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

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

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

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

** Additional services funds requires 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)	\$ _____	-

6	_____		
	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: Wynndalco Enterprises, LLC

Contract Number: I-17-4678

Proposal Date: 8/3/2017

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: 1-17-4678

Consultant: Wynndaico Enterprises, LLC

Grand Total Exhibit A Hours 1,860

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Meetings/Coordination											16	16	32
Administrative											8	8	16
Wall Type Study (3 walls)													
TS&L (3 walls)													
TS&L (2 culverts)													
Final Plans (3 walls)													
Final Plans (2 Culverts)													
QA/QC													
PHIII Support													
TOTALS											24	24	48

Contract Number: I-17-4678

Consultant: Wynndalco Enterprises, LLC

Wynndalco Enterprises, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Meetings/Coordination	2	2	2	2	2	2	2	2	2	2	2	2	2	24
Administrative	2		2			2	2		2					12
Wall Type Study (3 walls)		120	20											140
TS&L (3 walls)			40	140	140									320
TS&L (2 culverts)							100							100
Final Plans (3 walls)												40		40
Final Plans (2 Culverts)														
QA/QC					16									16
PHII Support														
TOTALS	4	122	64	142	158	4	104	2	4	2	2	44		652

Contract Number: I-17-4678

Consultant: Wynndalco Enterprises, LLC

Wynndalco Enterprises, LLC

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		
Meetings/Coordination	2	2	2	2	2	2	2	2	2	2	2	2	2	24
Administrative	2		2			2	2		2				2	12
Wall Type Study (3 walls)														
TS&L (3 walls)														
TS&L (2 culverts)														
Final Plans (3 walls)	60	60	60	40	60	60	60	50	60	60	60	60	60	690
Final Plans (2 Culverts)		40	40	40	40	40	10							210
QA/QC			10							8				18
PHII Support														
TOTALS	64	102	114	82	102	104	74	52	64	70	62	64	64	954

Contract Number: I-17-4678

Consultant: Wynndalco Enterprises, LLC

Wynndalco Enterprises, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Meetings/Coordination	8	2	8	2									20
Administrative Wall Type Study (3 walls)	2			8									10
TS&L (3 walls)													
TS&L (2 culverts)													
Final Plans (3 walls)	40	40											80
Final Plans (2 Culverts)													
QA/QC		16											16
PHIII Support			40	40									80
TOTALS	50	58	48	50									206

Contract No.: I-17-4678 Consultant: Wynndalco Enterprises, LLC

Date: 8/3/2017

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 30 No. OF MONTHS
 SCHEDULED START DATE: 11/1/2017
 RAISE DATE: 1/1/2018
 PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date	Date	
11/1/2017	12/31/2017	1/1/2018	12/31/2018	1/1/2019	12/31/2019	1/1/2020	4/31/2020
2.0	12.0	12.0	30.0	12.0	30.0	4.0	30.0
30.0	40.00%	40.00%	Escalation Factor Second Period	40.00%	Escalation Factor Third Period	13.33%	Escalation Factor Fourth Period
6.67%	Escalation Factor First Period						Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date	Date
30.0	30.0	30.0	30.0	30.0	30.0	30.0

The escalation factor for this project is: 100.00%

Contract No.: 1-17-4678

Date: 8/3/2017

Consultant: Wynndatco Enterprises, LLC

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

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES										DIRECT COST	
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Total Estimated Work Hours	Total Direct Labor	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:
No	Principal	\$50.00	\$70.00				1,860.00	\$91,791.00			
No	Project Manager	\$40.00	\$70.00	\$70.00	\$70.00	220.00					
No	Senior Engineer/Planner	\$40.00	\$70.00	\$60.09	\$60.09	600.00					
No	Resident Engineer	\$40.00	\$70.00								
No	Project Engineer/Planner	\$25.00	\$60.00	\$44.71	\$44.71	800.00					
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	\$19.00	\$19.00	240.00					
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.: 1-17-4678

Consultant: Wynndalco Enterprises, LLC

Date: 8/3/2017

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal			\$50 - \$70
Project Manager	Senior Project Manager	Gerald E Koylass	\$40 - \$70
Senior Engineer/Planner	Project Manager	Jeffrey C Ehrhart	\$40 - \$70
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Project Engineer	Michael J Livemois	\$25 - \$60
Staff Engineer/Planner			\$20 - \$40
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist			\$25 - \$60
Technical Specialist	Cadd Technician	Roger G Trucha	\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical			\$8.25 - \$40

Contract No.: 1-17-4678 Consultant: Wynndalco Enterprises, LLC

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. **VEHICLE REIMBURSEMENT - rate based on link below**
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- B. **ALLOWABLE DIRECT COSTS - based on link below**
http://www.illinoistollway.com/documents/10157/2389762/12_LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_10012013.PDF
- C. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 17,985.20

ALLOWABLE DIRECT COSTS

10.01.2013

Effective for contracts awarded on or after October 1, 2013, the following costs are allowable when requested by the Department and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Vehicle Rental	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day
Vehicle Half-day Rate	\$32.50/half day
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography and mapping	Actual Cost
Utility exploratory trenching	Actual Cost

ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- **Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a “tool of the trade.”

Contract No.: I-17-4678

Consultant: Wyndalco Enterprises, LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: Gerald E Koylass

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: **Name:** Jeffrey C Ehrhart

Classification: Structural Engineer

Name: _____

Classification: _____

Name: _____

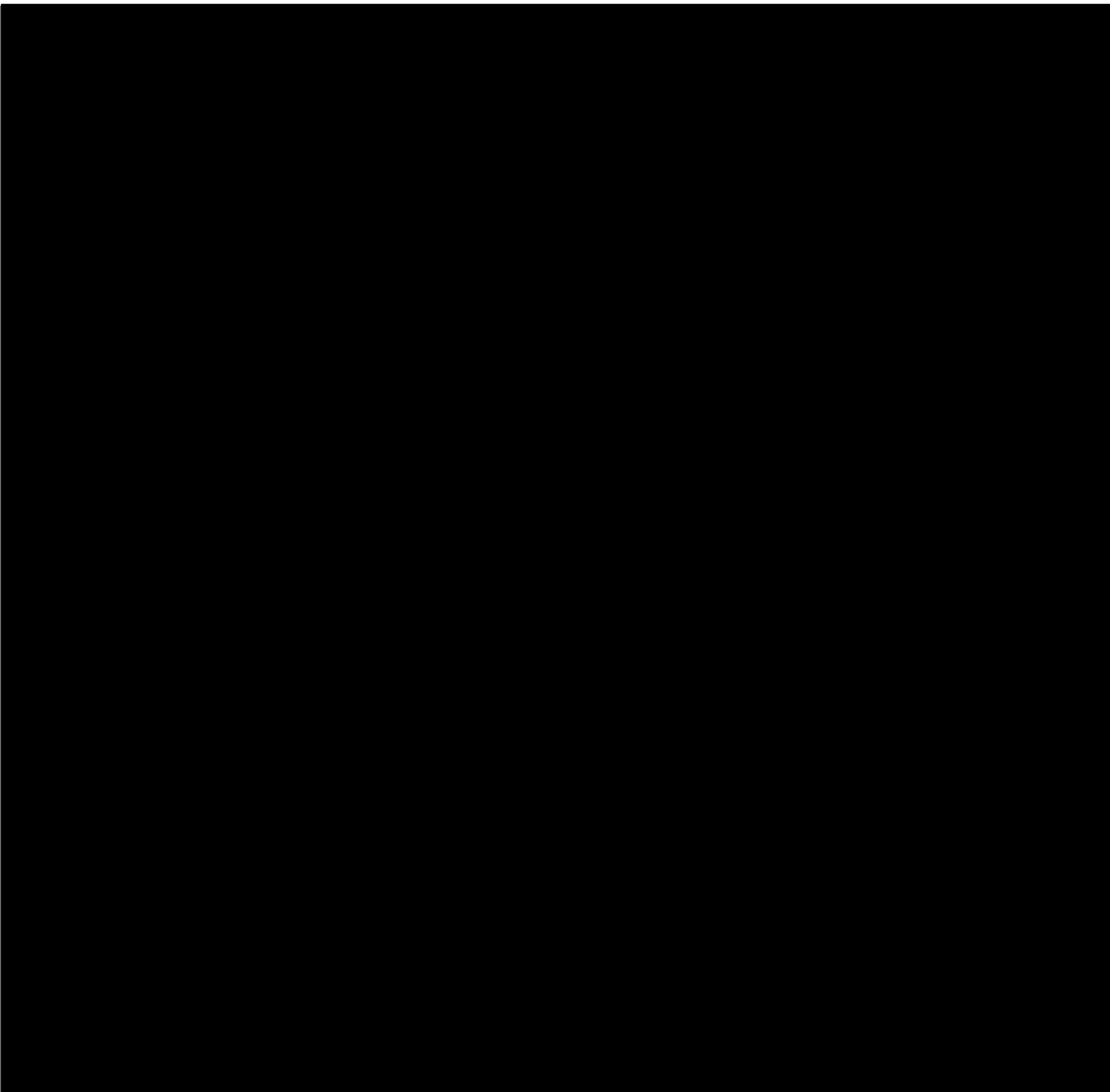
Classification: _____

Name: _____

Classification: _____

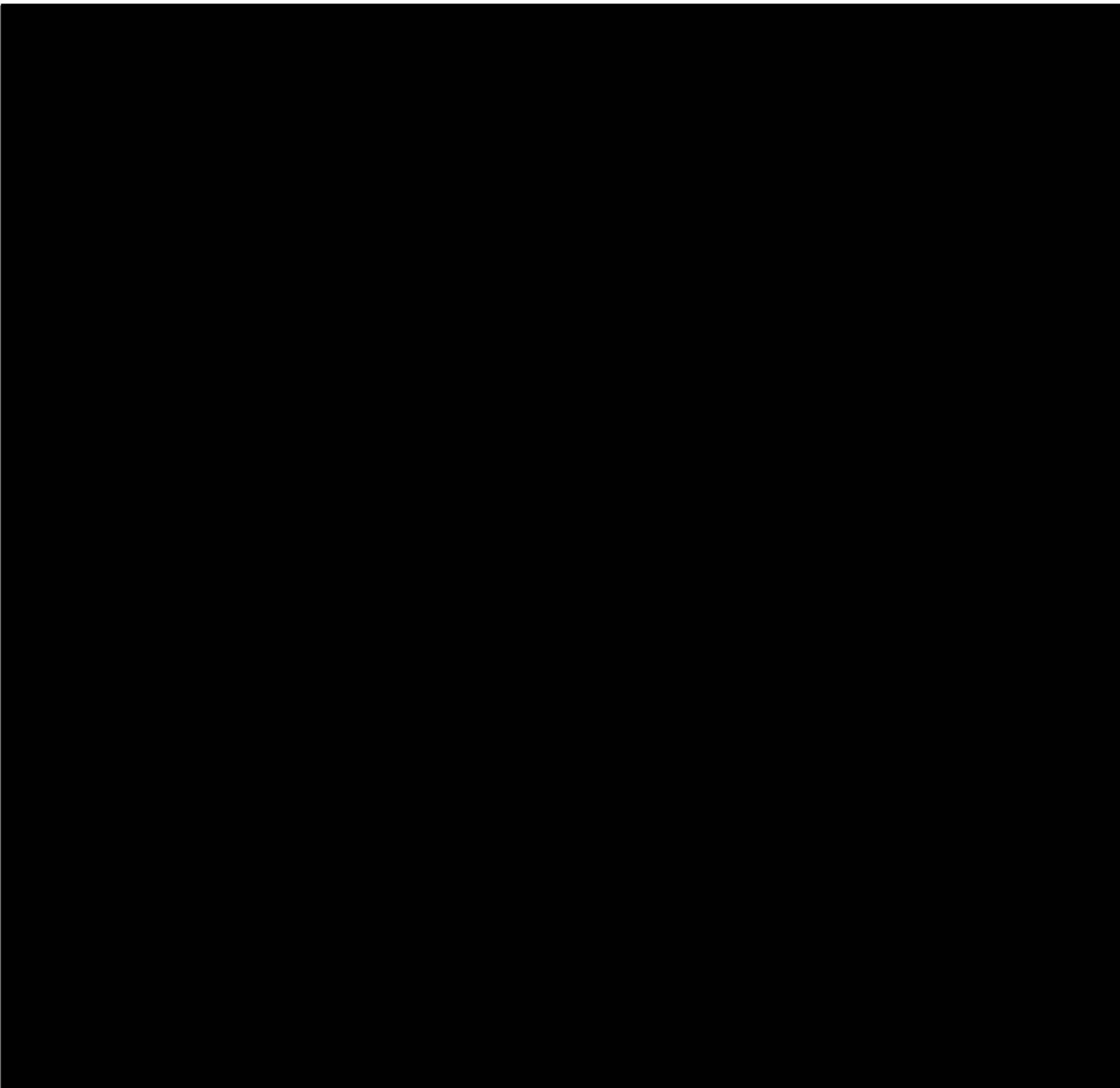


GERALD E. KOYLASS
Senior Project Manager / Chief Structural Engineer



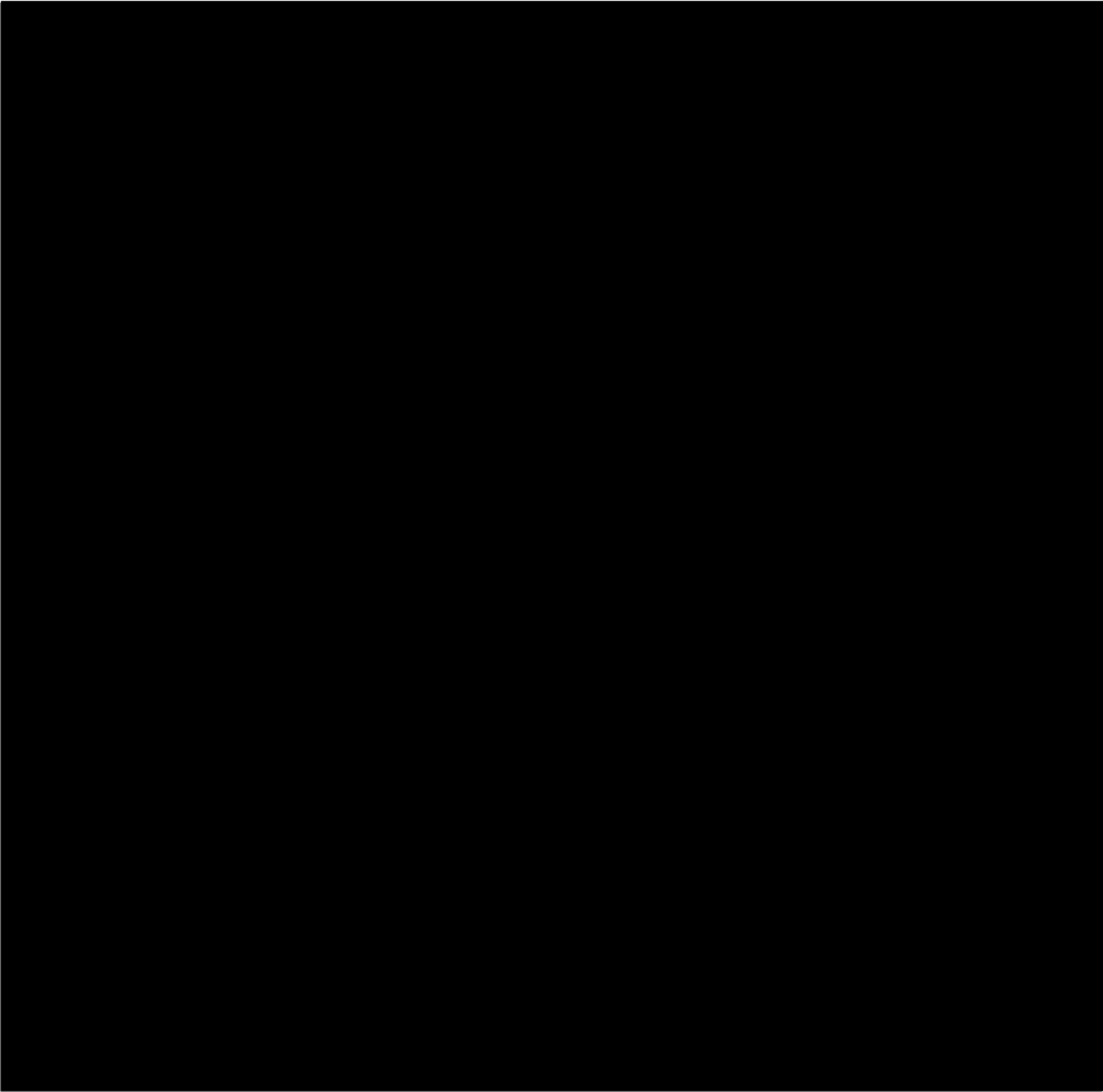


GERALD E. KOYLASS
Senior Project Manager / Chief Structural Engineer





JEFFREY C. EHRHART, P.E.
Senior Project Manager





JEFFREY C. EHRHART, P.E.
Senior Project Manager

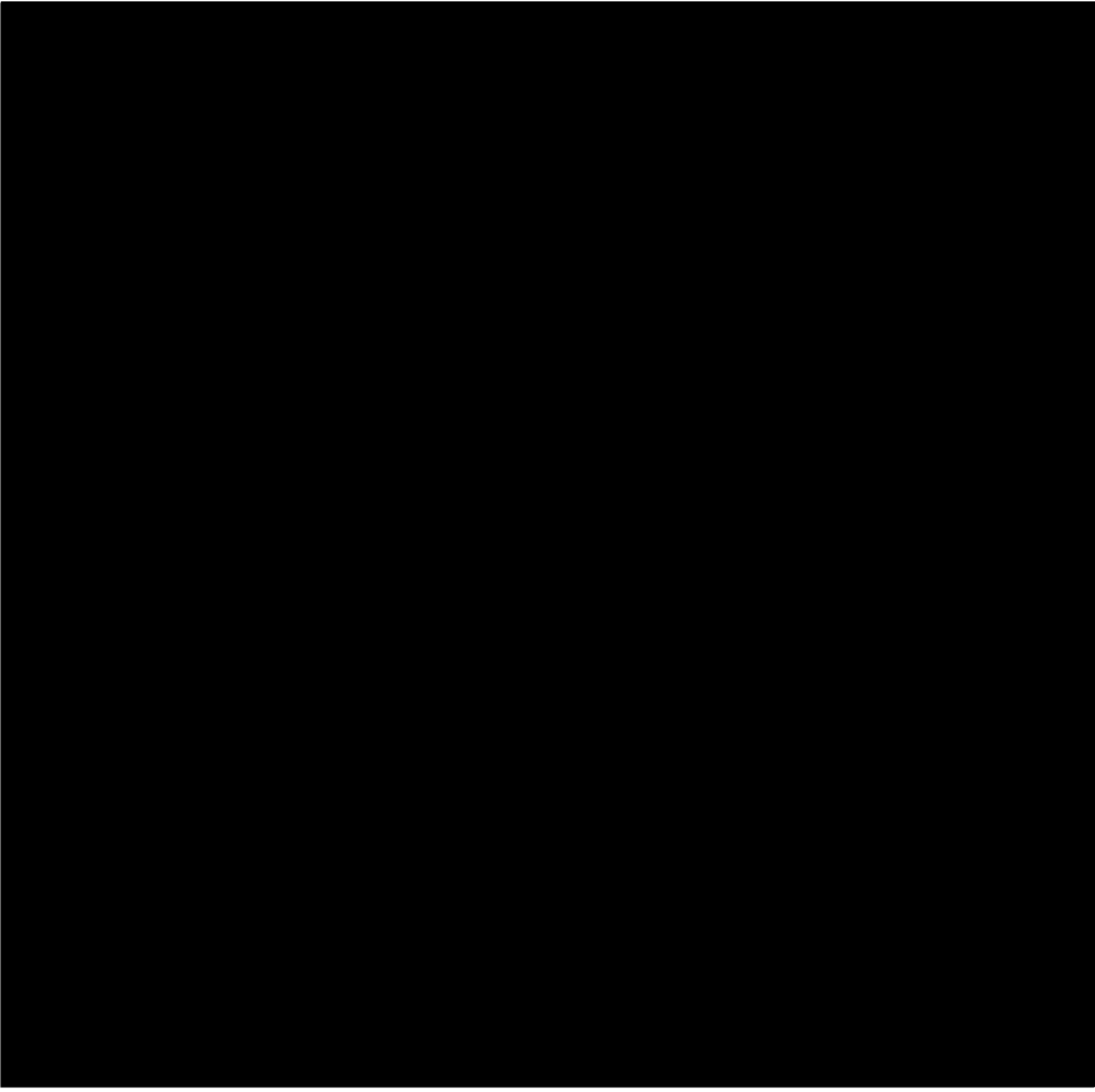


EXHIBIT F

Contract No. I-17-4678

Wynndalco Enterprises, LLC

SCOPE OF SERVICES

Scope of Work: All efforts under this item will include the project management and administration of the efforts for the scope. Coordination and meeting attendance with the lead consultant, Tollway or other agencies is also include in the efforts. Efforts for the preparation of contract documents elements will include all quantities and special provisions. This effort will include the preparation of the retaining wall type study and TS&L drawings in accordance with Tollway requirements for the outside wall along Ramp W3 and the inside and outside wall along Ramp W1 for the design of a detention basins. This effort will include the preparation of the retaining drawings and details for Ramp W3 Outside and Ramp W1 Inside and Outside for the Contract. Anticipated drawings include but are not limited to general plan and elevation drawings, general notes, index, bill of materials, plan and elevation details, sections and details, rebar and bending lists and diagrams, and soil borings. This effort will include the preparation of TS&L and Final plans for the culvert drawings and details for the culvert at Sta. 1273+50 and the culvert under the UPRR.

EXHIBIT G

Contract No. I-17-4678

Wynndalco Enterprises, LLC

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
/arious Route IDOT- Ph I Studies for Various Projects P-91-442-14		\$300,000.00	\$300,000.00	11/1/2019
/arious Route IDOT - Ph II Studies for Various Projects D-91-101-15		\$250,000.00	\$235,000.00	12/1/2018
/arious Route Cook County Department of Transportation - Preliminary Engineering Services		\$500,000.00	\$500,000.00	5/1/2019
lo. 1528-14472				
I-280	I-280 over the Mississippi River near Milan, Phase I and II Engineering Services	\$37,500.00	\$37,500.00	12/1/2018
/arious Route Various Phase II Engineering Services for Bridge Rehabilitation Various Routes, Various Counties		\$500,000.00	\$230,000.00	9/30/2020
D-92-047-16,				
/arious Route Cook County Department of Transportation - Design Engineering Services		\$250,000.00	\$250,000.00	1/1/2020
FQ 1628-15166				
/arious Route Metra - Structural Services No. K60418		\$350,000.00	\$169,000.00	3/24/2021
/arious Route Metra – Station, Parking Lot and Road Facilities No. K460451		\$819,000.00	\$770,000.00	6/26/2021

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Number: I-17-4678

Consultant: Industria, INC

Industria, INC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		Grand Total Exhibit A Hours	
Prepare High Level Cost Opinion for Conceptual Design													60	60	140
Review Project Schedule														20	20
Contract N07 - Preliminary Design (60%)															
Contract N07 - Pre-Final Design (95%)															
Contract N07 - Final Design (100%)															
TOTALS													60	100	160

Contract Number: I-17-4678 Consultant: Industria, INC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS				
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
Prepare High Level Cost Opinion for Conceptual Design																	
Review Project Schedule	20																20
Contract N07 - Preliminary Design (60%)																	
Contract N07 - Pre-Final Design (95%)																	
Contract N07 - Final Design (100%)																	
TOTALS	20																20

Contract Number: I-17-4678 Consultant: Industria, 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				
Prepare High Level Cost Opinion for Conceptual Design																
Review Project Schedule																
Contract N07 - Preliminary Design (60%)	200															
Contract N07 - Pre-Final Design (95%)																
Contract N07 - Final Design (100%)																
TOTALS	200															

Contract Number: I-17-4678 Consultant: Industria, INC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Prepare High Level Cost Opinion for Conceptual Design																
Review Project Schedule																
Contract N07 - Preliminary Design (60%)																
Contract N07 - Pre-Final Design (95%)		200														200
Contract N07 - Final Design (100%)									96							96
TOTALS		200							96							296

Contract No.: I-17-4678 Consultant: Industria, INC

Date: 8/3/2017

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 35 No. OF MONTHS
 SCHEDULED START DATE: 11/1/2017
 RAISE DATE: 1/1/2018
 PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date	Date
11/1/2017	12/31/2017	1/1/2018	12/31/2018	1/1/2019	12/31/2019	1/1/2020
2.0	12.0	12.0	9.0	35.0	35.0	35.0
5.71%	34.29%	34.29%	25.71%	Escalation Factor Fifth Period		
Escalation Factor Second Period			Escalation Factor Fourth Period			

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date	Date
35.0	35.0	35.0	35.0	35.0	35.0	35.0
Escalation Factor Sixth Period		Escalation Factor Seventh Period		Escalation Factor Ninth Period		Escalation Factor Tenth Period

The escalation factor for this project is: 100.00%

Contract No.: I-17-4678

Consultant: Industria, INC

Date: 8/3/2017

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

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES										<u>DIRECT COST</u>	
										<u>OVERTIME PREMIUM</u>	
<p style="text-align: right;">Total Estimated Work Hours: 675.00</p> <p style="text-align: right;">Average Hourly Rate: \$55.82</p> <p style="text-align: right;">Total Direct Labor: \$37,678.50</p>										<p style="text-align: right;">Total Estimated O/T Hours:</p> <p style="text-align: right;">Average Premium O/T Hourly Rate:</p> <p style="text-align: right;">Total Overtime Premium:</p>	
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)			
No	Principal	\$50.00	\$70.00								
No	Project Manager	\$40.00	\$70.00	\$61.23	\$61.23	500.00					
No	Senior Engineer/Planner	\$40.00	\$70.00								
No	Resident Engineer	\$40.00	\$70.00								
No	Project Engineer/Planner	\$25.00	\$60.00	\$40.38	\$40.38	175.00					
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-17-4678 **Consultant:** Industria, INC

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. **VEHICLE REIMBURSEMENT - rate based on link below**
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>

- B. **ALLOWABLE DIRECT COSTS - based on link below**
http://www.illinoistollway.com/documents/10157/2389762/12_LG_TOLLWAY_XX_ALLOWEDIRECTCOSTS_10012013.PDF

- C. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 4,500.20

ALLOWABLE DIRECT COSTS

10.01.2013

Effective for contracts awarded on or after October 1, 2013, the following costs are allowable when requested by the Department and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Vehicle Rental	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day
Vehicle Half-day Rate	\$32.50/half day
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography and mapping	Actual Cost
Utility exploratory trenching	Actual Cost

ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- **Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a “tool of the trade.”

Contract No.: I-17-4678

Consultant: Industria, INC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: Jon Kelecus

Project Engineer: Lev Ladzyga

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: **Name:** _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

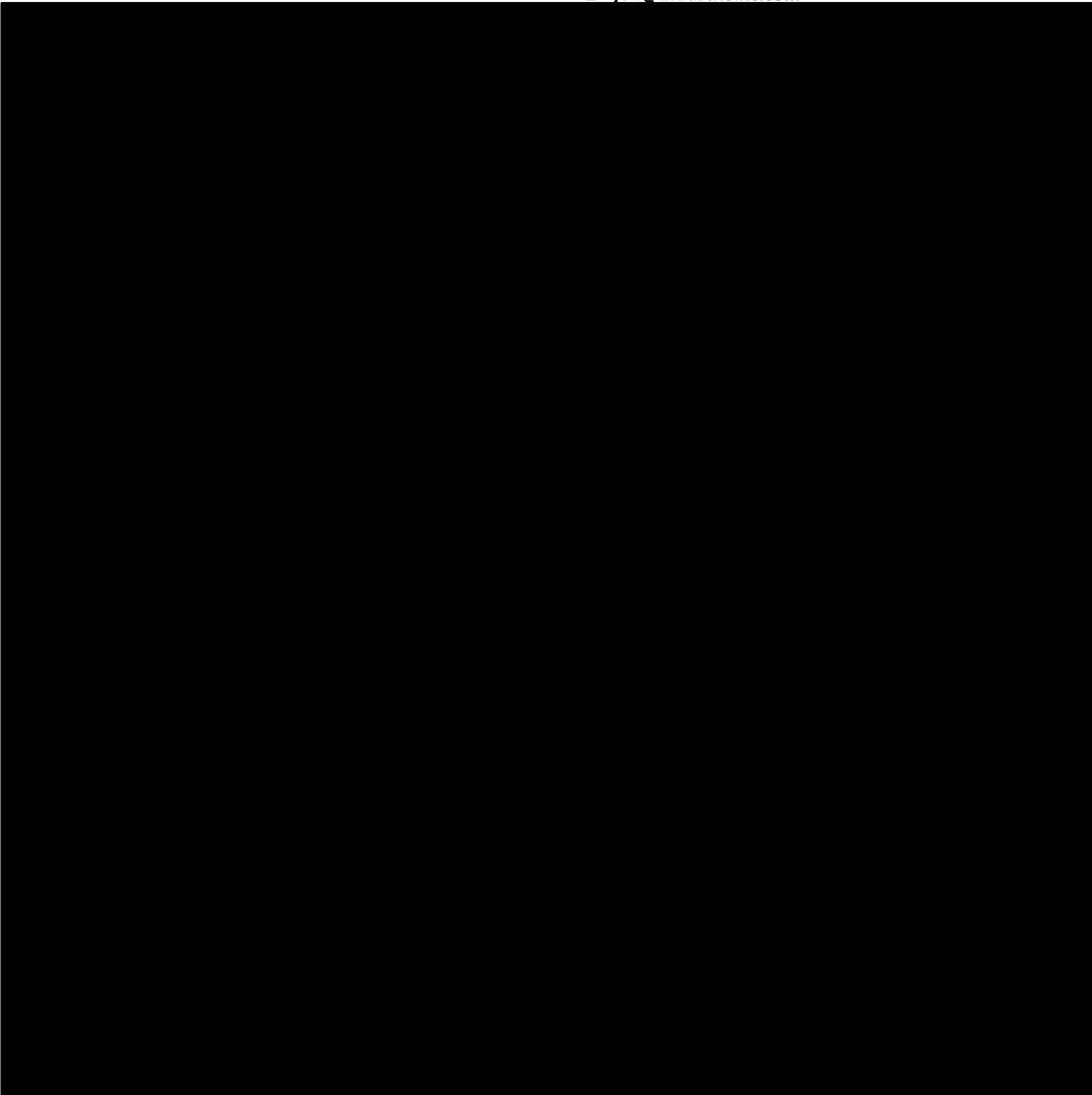
JON KELECIUS



312.965.6932



jon@industriainc.com





JON KELECIUS

LEV LADZYGA



847.331.0126



levl@industriainc.com

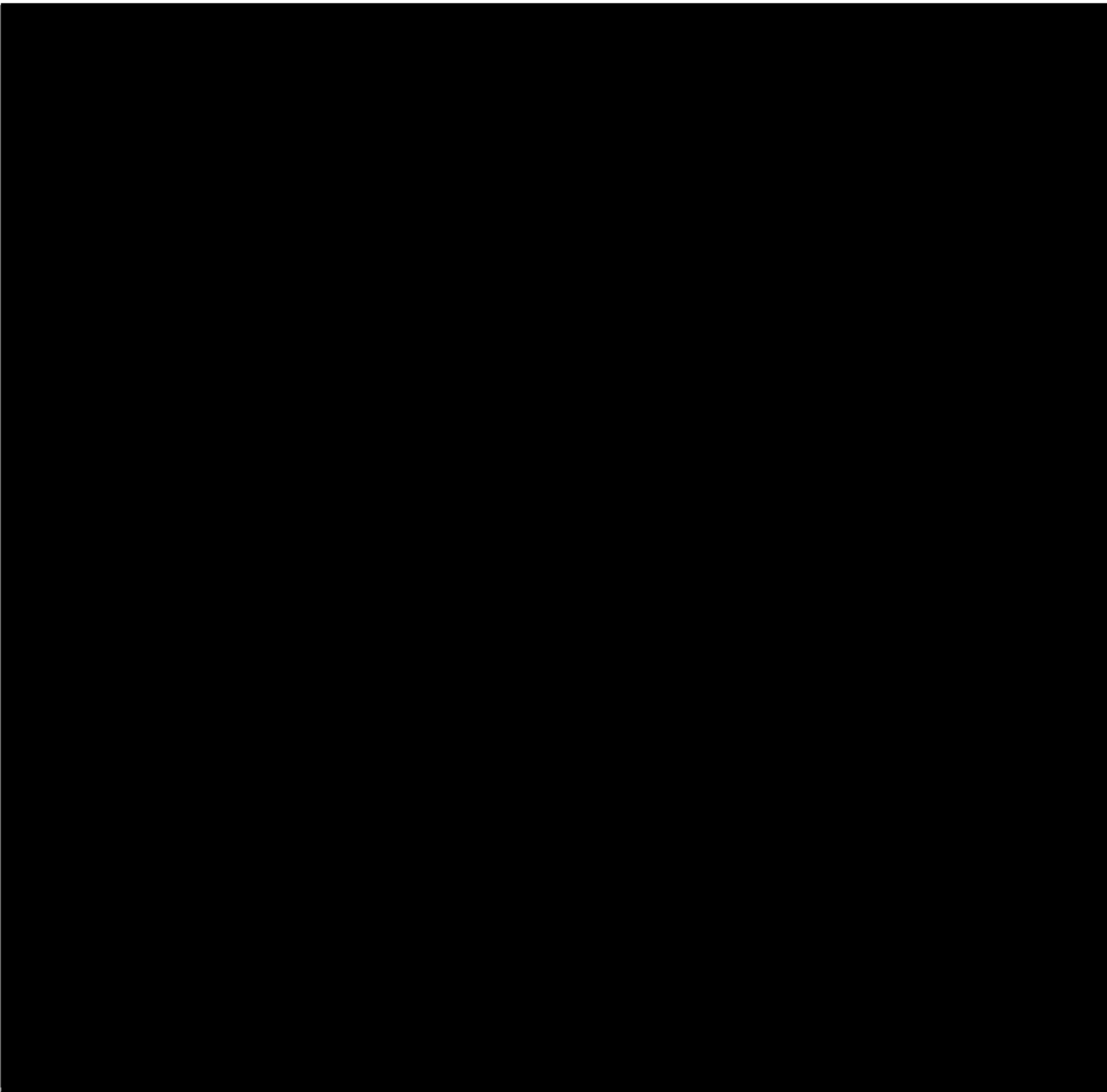


EXHIBIT F

Contract No. I-17-4678

Industria, INC

SCOPE OF SERVICES

Prepare high-level cost opinion for conceptual design (30%) that will be provide by the Design Corridor Manager. The DSE will identify the twenty highest cost items and calculate the quantities for those items. Unit prices will be developed for these items. A list of contingency items with percent of the contract cost will be determined to complete the cost opinion. Summary will be prepared for the cost opinion that will include assumptions. A high-level construction schedule will be prepared based on the conceptual design of all elements of the project. A construction schedule will be prepared for the entire design. It will be refined throughout the schedule of the design. At a minimum, it will be updated at the 60%, 95% and 100% level of completion. A "contractor level" cost opinion will be prepared at the 60% and refined at the 95% level of completion the N07 Contract. A Constructability Review will be completed at the 60% level of completion of the Approach Lighting System with Sequenced Flashing Lights (ALSF) Contract.

EXHIBIT G

Contract No. I-17-4678

Industria, INC

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
UIC	Façade Renovation	\$279,460.00	\$143,225.00	6/1/2018
I-15-4236	Roadway Reconstruction / Widening	\$86,121.00	\$20,000.00	10/1/2017
I-15-4237	Roadway Reconstruction / Widening	\$704,858.00	\$16,507.92	10/1/2017
I-15-4269	Building Removal	\$508,100.00	\$416,708.87	6/1/2018

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1

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

6

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

2

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

7

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

3

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

8

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

4

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

9

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

5

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

10

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

** Additional services funds require prior authorization before use

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

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

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