

RESOLUTION NO. 20761

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority ("Tollway") to obtain Master Plan and Design Services for the Burlington Northern Santa Fe Railroad Bridge, on the Tri-State Tollway (I-294) at Milepost 26.6 (Burlington Northern Santa Fe (BNSF) Railroad Bridge), on Contract No. RR-14-4222. Bowman, Barrett & Associates, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$5,690,617.78. 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 Engineer is authorized to negotiate an agreement with Bowman, Barrett & Associates, Inc. to obtain Master Plan and Design Services, Contract No. RR-14-4222, with an upper limit of compensation not to exceed \$5,690,617.78, subject to review and approval of the General Counsel. The Chair or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by



Chairman



September 16, 2015

Mr. Jim Daum, President
Bowman, Barrett and Associates, Inc.
130 E. Randolph Street, Suite 2650
Chicago, IL 60601

Re: Contract RR-14-4222
Bridge Rehabilitation/Reconstruction on the
Tri-State Tollway (I-294) Mile Post 26.6
(Burlington Northern Santa Fe (BNSF) Railroad Bridge)
Design Section Engineering Services

NOTICE TO PROCEED

Dear Mr. Daum:

We are pleased to notify you that the Tollway's Board of Directors has approved your proposal dated July 6, 2015, for Design Section Engineering Services for Contract RR-14-4222. You are hereby authorized to commence with the work as of September 16, 2015, 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. For submittal instructions, please refer to the Illinois Tollway website, www.illinoistollway.com, under Doing Business: Engineering & Construction – see "Joint Resources", click on Procurement Reform Bill

Contract RR-14-4222
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 Engineer.

Please contact Mohamad Faraj at 630-241-6800 extension 4124 for further information.

Sincerely,



Paul D. Kovacs, P.E.
Chief Engineer
PDK: cmhg

cc: Greg Stukel
Mohamad Faraj
John Donato
Contract Services
Program Controls
Lane Closures

Dorothy Jablonski
Maria Limonciello
Sue Biggs
Victoria Santiago

File: 02.4222.01.04 LT_Tollway_PDK_4222BowmanBarrett-NTP_09162015

2. **RR-14-4222, Tri-State Tollway, Bridge Rehabilitation/ Reconstruction, Burlington Northern Santa Fe (BNSF) Railroad Bridge (MP 26.6)**

This project has a 20% D/M/WBE participation goal and 1.0% VOS/SDVOSBE participation goal.

Master Plan and Phase II engineering services are required for the preparation of contract plans and specifications for proposed bridge rehabilitation or reconstruction and lengthening of the BNSF Railroad Bridge and any roadway and bridge work necessary on the Tri-State Tollway in Cook County, Illinois. The Tollway is finalizing design limits; therefore, the Tollway may modify project limits and scope at the time of negotiations.

The work generally encompasses bridge rehabilitation or bridge reconstruction and lengthening design and shall include but not be limited to the following:

1. Perform a Bridge Type Study for the bridge reconstruction and lengthening design.
2. Perform Bridge Condition Report for the structure.
3. Perform Type, Size and Location (TS&L) drawings for the bridge reconstruction and lengthening design.
4. Develop scope, costs and recommendations associated with:
 - a. Bridge Rehabilitation.
 - b. Bridge Reconstruction and Lengthening.
5. Based on the results of 1 and 2, the Tollway will determine final scope of design work.
6. Perform environmental studies.
7. Perform INVEST planning and design evaluations.
8. Perform geotechnical studies.
9. Perform analysis and design for modification of the existing drainage system.
10. Provide design of appropriate landscape and soil erosion/sedimentation control measures as necessary in accordance with the Tollway's Environmental Studies manual.
11. Provide pavement markings, delineators and signage for the contract limits.
12. Provide barrier warrant analysis for all necessary locations and installation of guardrail, anchors and terminals to conform to the current AASHTO Guidelines and Illinois Tollway criteria.
13. Provide roadway lighting as required by the Tollway's Lighting Standards.
14. Provide maintenance of traffic plans including those for impacts to local facilities.
15. Provide protection and / or relocation of the Tollway fiber line and other utilities.
16. Prepare plats of acquisition and legal descriptions.
17. Coordinate and prepare railroad agreements.
18. Prepare all required permits.
19. All other appurtenant and miscellaneous items.

The following structures are included in this project:

- Bridge No. 261, BNSF RR over I-294.

Construction estimate: \$50,000,000.00

The prime firm must be prequalified by IDOT in the following categories:

Structures (Railroad)
Structures (Highway: Typical)
Highways (Freeways)
Hydraulic Reports (Waterways: Complex)
Transportation Studies (Railway Engineering)
Environmental Reports (Environmental Assessment)
Special Studies (Location Drainage)
Special Services (Surveying)

The Tollway will allow a prime consultant to meet the prequalifications for Structures (Highway: Typical), Hydraulic Reports (Waterways: Complex), Transportation Studies (Railway Engineering), Environmental Reports (Environmental Assessment), Special Studies (Location Drainage), and Special Services (Surveying) through a subconsultant.

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

- The person who will assume the duties of the Project Manager for all aspects of the work documents (must be an Illinois Licensed Professional Engineer).
- The person who will perform the duties of the Project Engineer, that individual in charge who is directly involved in the development of the contract documents (must be an Illinois Licensed Professional Engineer).
- The person who will be responsible for structural design related issues (must be an Illinois Licensed Structural Engineer).
- The person who will be responsible for railroad design related issues (must be an Illinois Licensed Professional Engineer).
- The Environmental Lead (EL) is the staff member from the DSE charged with coordinating the DSE team's environmental studies.
- The person(s) who will perform the QC/QA review work of all milestone submittals, who must be an Illinois Licensed Professional Engineer for roadway elements and an Illinois Licensed Structural Engineer for structural elements.

Schedule: Design for this project is scheduled to start in Spring 2015. Construction for this work has not been scheduled.

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

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

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

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

CMS

ILLINOIS
DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

Pat Quinn, Governor

RECEIVED

August 14, 2012

AUG 23 2012

FREGA ASSOCIATES

John V. Frega
Frega Associates, Ltd.
411 South Wells Street
Chicago, IL 60607

Certification Expires: August 14, 2017

Re: VOSB Full Certification Approval

Dear Business Owner:

Congratulations! We are pleased to inform you that your firm has been granted certification as a Veteran-Owned Small Business (VOSB) under the Veterans Business Program (VBP).

Although your full certification is valid for a five-year term, you are required to submit an annual Affidavit of No-Change form 60 days prior to the anniversary day of your certification; you will be notified by VBP to update your certification as a condition of continued certification. It is your responsibility to ensure that your firm's certification remains current. In addition, should any changes occur in ownership and/or control of the business or other changes affecting the firm's operations, you are required to notify this office within 14 business days of such changes. Failure to return the annual No-Change Affidavit or notify our office of any changes will result in decertification of your firm.

Please be advised, while this certification does not guarantee you will receive a State contract, it does assure your firm the opportunity to participate in the State's procurement process. **Your firm's participation on State contracts will be credited only toward Veterans Business Enterprise (VBE) goals in your area(s) of specialty.** Your firm's name will appear in the State's Directory as a certified vendor with the Veterans Business Program (VBP) in the specialty area(s) of:

ARCHITECTURAL, OFFICE DESIGN INTERIOR

Please visit our website at www.sell2.illinois.gov to obtain information about current and upcoming procurement opportunities, contracts, forms, and also to register to receive email alerts when the State is preparing to purchase a product or service you may provide.

Thank you for your participation in Veterans Business Program. We welcome your participation and wish you continued success.

Sincerely,



Gladys Rodriguez
Certification Manager
Veterans Business Program

EXHIBIT F - State of Illinois VETERAN-OWNED SMALL BUSINESS PARTICIPATION, UTILIZATION PLAN and LETTER OF INTENT for Professional Services

It is the goal of the State to promote and encourage the continued economic development of small businesses owned and controlled by qualified veterans and that qualified service-disabled veteran-owned small businesses (SDVOSB) and veteran-owned small businesses (VOSB) participate in the State's procurement process as both prime consultant and subconsultant. 30 ILCS 500/45-57.

Contract Goal to be Achieved by Vendor: This solicitation includes a specific **Veteran Small Business** participation goal as specified in each Item detail based on the availability of CMS certified veteran-owned and service-disabled veteran-owned small business (VOSB/SDVOSB) vendors to perform or provide the anticipated services required by this solicitation. **The Veteran Small Business participation goal is applicable as specified in each Item detail.** This goal is also applicable to supplemental work within the scope of work provided by the VOSB/SDVOSB vendor. In addition to the other award criteria established for this solicitation, the Agency will award this contract to a Vendor that meets the goal or makes good faith efforts to meet the goal. If Vendor is a CMS certified VOSB/SDVOSB vendor, the entire goal is met and no subconsulting with a CMS certified VOSB/SDVOSB vendor is required; however, **Vendor must submit a Utilization Plan indicating that the goal will be met by self-performance.**

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.

Following are guidelines for Vendor's completion of the Utilization Plan. **Please read the guidelines carefully.** A format for the Utilization Plan is included in this section. Vendor should include any additional information that will add clarity to Vendor's proposed utilization of certified Veteran Small Business vendors to meet the targeted goal. The Utilization Plan must demonstrate that Vendor has either: (1) met the entire contract goal; (2) made good faith efforts towards meeting the entire goal; or (3) made good faith efforts towards meeting a portion of the goal. Any submission of good faith efforts by Vendor shall be considered as a request for a full or partial waiver.

At the time of submittal of Statement of Interest, Vendor, or Vendor's proposed Subconsultant must be certified with CMS as a VOSB or SDVOSB.

Failure to complete a Utilization Plan and/or provide Good Faith Effort Documentation shall render the Statement of Interest non-responsive or not responsible.

Visit <http://www2.illinois.gov/cms/business/sell2/Pages/VeteranownedBusinesses.aspx> for complete requirements and to apply for certification in the Veteran Business Program.

1. If applicable where there is more than one prime vendor, the Utilization Plan should include an executed Teaming Agreement specifying the terms and conditions of the relationship between the parties and their relationship and responsibilities to the contract. The Teaming Agreement must clearly evidence that the certified VOSB/SDVOSB vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital, and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel, and equipment and share of the costs of insurance and other items; the scopes to be performed by the certified VOSB/SDVOSB vendor under its supervision; and the commitment of management, supervisory personnel, and operative personnel employed by the certified VOSB/SDVOSB vendor to be dedicated to the performance of the contract. Established Teaming Agreements will only be credited toward Veteran Small Business goal achievements for specific work performed by the certified VOSB/SDVOSB vendor.
2. An agreement between a vendor and a certified VOSB/SDVOSB vendor in which a certified VOSB/SDVOSB vendor promises not to provide subconsulting proposals to other vendors is prohibited. The Agency may request additional information to demonstrate compliance. Vendor agrees to cooperate promptly with the Agency in submitting to interviews, allowing entry to places of business, providing further documentation, and to soliciting the cooperation of a proposed certified VOSB/SDVOSB vendor. Failure to cooperate by Vendor and

certified VOSB/SDVOSB vendor may render the Statement of Interest non-responsive or not responsible. **The contract will not be finally awarded to Vendor unless Vendor's Utilization Plan is approved.**

3. **Veteran Small Business Certified Vendor Locator References:** Vendors may consult CMS' Veteran Small Business Vendor Directory at www.sell2.illinois.gov/cms/business, as well as the directories of other certifying agencies, but firms **must be certified with CMS as VOSB/SDVOSB vendors at the time of submittal of Statement of Interest.**
4. **Vendor Assurance:** Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency deems appropriate. This assurance must be included in each subcontract that Vendor signs with a subconsultant.
5. **Calculating Certified VOSB/SDVOSB Vendor Participation:** The Utilization Plan documents work anticipated to be performed, or provided by all certified VOSB/SDVOSB vendors and paid for upon satisfactory completion/delivery. Only the value of payments made for the work actually performed by certified VOSB/SDVOSB vendors is counted toward the contract goal. Applicable guidelines for counting payments attributable to contract goals are summarized below:
 - 5.1. The value of the work actually performed by the certified VOSB/SDVOSB vendor shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the certified VOSB/SDVOSB vendor shall be counted.
 - 5.2. A vendor shall count the portion of the total dollar value of the Veteran Small Business contract equal to the distinct, clearly defined portion of the work of the contract that the certified VOSB/SDVOSB vendor performs toward the goal. A vendor shall also count the dollar value of work subcontracted to other certified VOSB/SDVOSB vendor. Work performed by the non-certified VOSB/SDVOSB party shall not be counted toward the goal. **Work that a certified VOSB/SDVOSB vendor subcontracts to a non-certified VOSB/SDVOSB vendor will not count towards the goal.**
 - 5.3. Certified VOSB/SDVOSB vendors who are performing on contract as second tier subconsultants may be counted in meeting the established Veteran Small Business goal for this contract as long as the Prime Vendor can provide documentation indicating the utilization of these vendors.
 - 5.4. A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.
 - 5.4.1. A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved.
 - 5.4.2. A certified VOSB/SDVOSB vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed through in order to obtain certified VOSB/SDVOSB vendor participation. In determining whether a certified VOSB/SDVOSB vendor is such an extra participant, the Agency shall examine similar transactions, particularly those in which certified VOSB/SDVOSB vendors do not participate, and industry practices.
 - 5.5. A Vendor shall not count towards the goal expenditures that are not direct, necessary and related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.

- 6. Good Faith Effort Procedures:** Vendor must submit a Utilization Plan and Letters of Intent that meet or exceed the published goal. If Vendor cannot meet the stated goal, Vendor must document and explain within the Utilization Plan the good faith efforts it undertook to meet the goal. Utilization Plans are due at the time of submittal of Statement of Interest. **Vendors will not be permitted to correct goal deficiencies after the Statement of Interest due date.** CMS or the State Agency, as its delegate, will consider the quality, quantity, and intensity of Vendor's efforts.

The Utilization Plan contains a checklist of actions that CMS or the State Agency, as its delegate, will consider as evidence of Vendor's good faith efforts to meet the goal. Other factors or efforts brought to the attention of CMS or the State Agency, as its delegate, may be relevant in appropriate cases.

- 6.1.** In evaluating Vendor's good faith efforts, CMS or the State Agency, as its delegate, may consider whether the ability of other firms submitting Statements of Interest to meet the contract goal suggests that good faith efforts could have resulted in Vendor meeting the goal.
- 6.2.** If CMS or the State Agency, as its delegate, determines that Vendor has made good faith efforts to meet the goal, the Agency may award the contract provided that Vendor is otherwise eligible for award.
- 6.3.** If CMS or the State Agency, as its delegate, determines that good faith efforts have not been met, the Statement of Interest may be determined to be non-responsive by the Chief Procurement Office.

- 7. Contract Compliance:** Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern Vendor's compliance with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract. If Vendor did not succeed in obtaining certified VOSB/SDVOSB vendor participation to achieve the goal and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of certified VOSB/SDVOSB vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.

- 7.1.** The Utilization Plan may not be amended after contract execution without the Agency's prior written approval.
- 7.2.** **Vendor may not make changes to its contractual certified VOSB/SDVOSB vendor commitments or substitute certified VOSB/SDVOSB vendors without the prior written approval of the Agency.** Unauthorized changes or substitutions, including performing the work designated for a certified VOSB/SDVOSB vendor with Vendor's own forces, shall be a violation of the utilization plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions. The facts supporting the request for changes must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract. Vendor must negotiate with the certified VOSB/SDVOSB vendor to resolve the problem. Where there has been a mistake or disagreement about the scope of work, provided the certified VOSB/SDVOSB vendor can be substituted only where agreement cannot be reached for a reasonable price or schedule for the correct scope of work.
- 7.3.** Substitutions of a certified VOSB/SDVOSB vendor may be permitted under the following circumstances:
- 7.3.1. Unavailability after receipt of reasonable notice to proceed;
 - 7.3.2. Failure of performance;
 - 7.3.3. Financial incapacity;
 - 7.3.4. Refusal by the certified VOSB/SDVOSB vendor to honor the proposal;

SERVICES

- 7.3.5. Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
- 7.3.6. Failure of the certified VOSB/SDVOSB vendor to meet insurance, or licensing requirements;
- 7.3.7. The certified VOSB/SDVOSB vendor's withdrawal of its Statement of Interest; or
- 7.3.8. Decertification of the certified VOSB/SDVOSB vendor.
- 7.4. If it becomes necessary to substitute a certified VOSB/SDVOSB vendor or otherwise change the Utilization Plan, Vendor must notify the Agency in writing of the request to substitute a certified VOSB/SDVOSB vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The Agency will approve or deny a request for substitution or other change in the Utilization Plan within five business days of receipt of the request.
- 7.5. Where Vendor has established the basis for the substitution to the Agency's satisfaction, it must make good faith efforts to meet the contract goal by substituting a certified VOSB/SDVOSB vendor. Documentation of a replacement certified VOSB/SDVOSB vendor, or of good faith efforts to replace the certified VOSB/SDVOSB vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, Vendor may substitute with a non-certified VOSB/SDVOSB vendor or Vendor may perform the work.
- 7.6. If a Vendor plans to hire a subconsultant for any scope of work that was not previously disclosed in the Utilization Plan, Vendor must obtain the approval of the Agency to modify the Utilization Plan and must make good faith efforts to ensure that certified VOSB/SDVOSB vendors have a fair opportunity to submit a proposal on the new scope of work.
- 7.7. A new certified VOSB/SDVOSB vendor agreement must be executed and submitted to the Agency within five business days of Vendor's receipt of the Agency's approval for the substitution or other change.
- 7.8. Vendor shall maintain a record of all relevant data with respect to the utilization of certified VOSB/SDVOSB vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least three years after the completion of the contract. Full access to these records shall be granted by Vendor upon 48 hours written demand by the Agency to any duly authorized representative thereof, or to any municipal, state or federal authorities. The Agency shall have the right to obtain from Vendor any additional data reasonably related or necessary to verify any representations by Vendor. After the performance of the final item of work or delivery of material by the certified VOSB/SDVOSB vendor and final payment to the certified VOSB/SDVOSB vendor by Vendor, but not later than 30 calendar days after such payment, Vendor shall submit a statement confirming the final payment and the total payments made to the certified VOSB/SDVOSB vendor under the contract.
- 7.9. The Agency will periodically review Vendor's compliance with these provisions and the terms of its contract. Without limitation, Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of the certified VOSB/SDVOSB vendor, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the Agency to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.
- 7.10. The Agency reserves the right to withhold payment to Vendor to enforce these provisions and Vendor's contractual commitments. Final payment shall not be made pursuant to the contract until Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

**EXHIBIT F - VOSB UTILIZATION PLAN –
PROFESSIONAL SERVICES**

Bowman, Barrett & Associates, Inc. (Vendor) submits the following Utilization Plan as part of our Statement of Interest in accordance with the requirements of the Veteran Small Business Program Status and Participation section of the solicitation for RR-14-4222 Tri-State Tollway, Bridge Rehab/ Reconstruction, BNSF Railroad Bridge, Illinois Procurement Bulletin Reference Number 14-3, Item 2 . We understand that all subconsultants must be certified with the CMS Veteran Small Business Program at the time of submission of all bids / offers. We understand that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded.

Vendor makes the following assurance and agrees to include the assurance in each agreement, subcontract and/or purchase order with a subcontractor or supplier utilized on this contract: We shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency deems appropriate.

Vendor submits the following statement:

- Vendor is a certified VOSB/SDVOSB and plans to fully meet the goal through self-performance.
- Vendor has identified certified VOSB/SDVOSB subcontractor(s) to fully meet the established goal and submits the attached completed Letter(s) of Intent; or
- Vendor has made good faith efforts towards meeting the entire goal, or a portion of the goal, and hereby requests a waiver (complete checklist below).

Vendor’s person responsible for compliance:

Name: John Frega
 Title: President
 Telephone: 312-663-0640
 Email: jvfrega@fregaarchitects.com

DEMONSTRATION OF GOOD FAITH EFFORTS TO ACHIEVE GOAL AND REQUEST FOR WAIVER

If the Veteran Small Business participation goal was not achieved, the Good Faith Efforts Procedures and Guidelines outlined in Section 6 will be used to evaluate submitted utilization plans. Vendors providing Good Faith Effort documentation and request for waiver must complete and submit the Good Faith Effort Contact Log with the Statement of Interest. Failure to submit Good Faith Effort documentation in its entirety shall render Vendor’s Statement of Interest non-responsive or not responsible and cause it to be rejected or render Vendor ineligible for contract award.

Below is a checklist of actions that will be used to evaluate a Vendor’s Demonstration of Good Faith Efforts and Request for Waiver. **Please check the actions which you completed.** If any of the following actions are not completed, please attach a detailed written explanation indicating why such action was not completed. If any other efforts were made to obtain Veteran Small Business participation in addition to the items listed below, attach a detailed description of such efforts.

- Utilize the SellIllinois website: www2.illinois.gov/cms/business to identify certified VOSB/SDVOSB vendors within the respective commodity/service codes denoted above and at a minimum email all listed vendors and solicit quotes from all vendors who express an interest via follow-up emails or telephone calls.

SERVICES

- Solicit through all reasonable and available means (e.g., attendance at a vendor conference, advertising and/or written notices) the interest of certified VOSB/SDVOSB vendors that have the capability to perform the work of the contract. Vendor must solicit this interest within sufficient time to allow the certified VOSB/SDVOSB vendors to respond to the solicitation. Vendor must determine with certainty if the certified VOSB/SDVOSB vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a proposal. Vendor must provide interested certified VOSB/SDVOSB vendors with adequate information about the requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.
- Select portions of the work to be performed by certified VOSB/SDVOSB vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out project scope to facilitate certified VOSB/SDVOSB vendor participation, even when Vendor might otherwise prefer to perform these work items.
- Make a portion of the work available to certified VOSB/SDVOSB vendors and selecting those portions of the work consistent with their availability, so as to facilitate certified VOSB/SDVOSB vendor participation.
- Negotiate in good faith with interested certified VOSB/SDVOSB vendors. Evidence of such negotiation must include the names, addresses, email addresses, and telephone numbers of certified VOSB/SDVOSB vendors that were considered; a description of the information provided regarding the project scope for the work selected for subconsulting and evidence as to why additional agreements could not be reached for certified VOSB/SDVOSB vendors to perform the work. A Vendor using good business judgment may consider a number of factors in negotiating with certified VOSB/SDVOSB vendors and may take a firm's capabilities into consideration. The fact that there may be some additional costs involved in finding and using certified VOSB/SDVOSB vendors may not be in itself sufficient reason for a Vendor's failure to meet the goal, as long as such costs are reasonable. Vendors are not required to accept higher quotes from certified VOSB/SDVOSB vendors if the price difference is excessive or unreasonable.
- Thoroughly investigate the capabilities of certified VOSB/SDVOSB vendors and not reject them as unqualified without documented reasons. The certified VOSB/SDVOSB vendor's memberships in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids and proposals in Vendor's efforts to meet the goal.
- Make efforts to assist interested certified VOSB/SDVOSB vendors in obtaining lines of credit or insurance as required by the Agency.

EXHIBIT F - GOOD FAITH EFFORTS CONTACT LOG

Use this Log to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of certified VOSB/SDVOSB vendors within the specific scope of work selected. **It is not necessary to show contacts with certified VOSB/SDVOSB vendors who are identified on the Letter(s) of Intent.** **Keep and submit copies of all emails sent and received from prospective vendors.** **Include a copy of the commodity list or scope of work you solicited prospective vendors to perform.** Duplicate this log as necessary; do not limit your contacts to the number of spaces shown.

Name of Certified VOSB/SDVOSB Vendor	Date	Method of Contact	Scope of Work Solicited	Reason Agreement Was Not Reached

EXHIBIT F - Letter of Intent

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

Project Name: Tri-State Tollway, Bridge Rehab/Reconstruction, BNSF Railroad Bridge Project/Solicitation Number: 14-3, 2

Name of Prime Vendor: Bowman, Barrett & Associates, Inc. VOSB Compliance Contact: _____

Address: 130 E. Randolph, Suite 2650

City: Chicago State: IL Zip Code: 60601

Telephone: 312-228-0100 Fax: 312-228-0706 Email: JDAUM@BBANDAINC.COM

Name of Certified VOSB Vendor: Frega Associates, Ltd.

Address: 411 South Wells Street VOSB Compliance Contact: _____

City: Chicago State: IL Zip Code: 60607

Telephone: 312-663-0640 Fax: 312-663-0834 Email: JVFREGA@FREGAARCHITECTS.COM

Type of agreement: Services

Anticipated start date of the Certified VOSB Vendor: Spring 2015

Proposed 1.0 % 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:

Frega Associates, Ltd. will design and provide aesthetic treatments for the bridge structure.

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: James Daum
Title: President
Date: 1/27/2015

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

Signature
Print Name: John V. Frega
Title: President
Date: 1/27/2015

8/25/15
8/25/15

PARTNERSHIP-MENTOR/PROTÉGÉ PROGRAM

PSB 14-3 ITEM 2

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

THE MENTOR:

**FIRM NAME
ADDRESS**

Bowman, Barrett & Assc.,
Inc., 130 E. Randolph, Suite
2650, Chicago, IL 60601

AND THE PROTÉGÉ:

**FIRM NAME
ADDRESS**

ABNA Engineering, Inc.
9901 South Western Ave.,
Chicago, IL 60643

I. PROGRAM PURPOSE

The Mentor and the Protégé commit to entering into a Mentor/Protégé Agreement in accordance with the current guidelines of the Tollway's Partnership-Mentor/Protégé Program. The purpose of the Program is to facilitate the Tollway's professional service consultants with:

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

A DBE means a business certified by the Illinois Unified Certification Program as a DBE, or certified by the City of Chicago or Cook County as an M/WBE, or certified by the U.S. Small Business Administration (SBA) as an 8(a) business. VOSB/SDVOSB firms are not eligible for the Mentor/Protege program unless they are also certified as a DBE.

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) 3 %
Scope: Structures (Highway: Typical)
- Work not applicable to prequalification category(ies) 6 %
Scope: Structures (Railroad)

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

2. In area(s) not being mentored:

- Work the Protégé will self-perform 0 %

Note: Protégé participation in this area is optional

3. Total participation by the Protégé (Sum of 1. and 2.) 9 %

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

This project provides an opportunity to mentor ABNA Engineering, Inc. in the category of Structures (Railroads). Bowman, Barrett & Associates, Inc. has experience in this category on both Illinois Tollway and Illinois Department of Transportation projects, along with numerous railroad bridges for Class I and commuter railroads. ABNA Engineering, Inc. has prequalifications in Structures (Highway: Simple) and Structures (Highway: Typical) and are looking to enhance their structural depth to include railroad bridge structures. As part of the Bowman, Barrett & Associates, Inc. team, they will gain knowledge of how different firms work, and all of the firms collaborate to form a team.

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

Bowman, Barrett & Associates, Inc. will mentor Stephen E. Alsbury, PE, SE in Structural design of railroad bridges under team member Robert Anderson, PE, SE. He will work with Robert to further his knowledge of structural design to include railroad bridges. Robert has experience working with four Class I railroads, smaller railroads, and commuter railroads. He has worked on both structural and track design projects and will use this knowledge to mentor Stephen.

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):
 RR-09-5591, RR-12-4084, RR-07-5529

YES NO

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

Areas of Assistance: Contract Administration, QA/QC, Documents and SOI Preparation, Project Management

B. Is the Prime consultant currently serving as a Mentor on a Tollway project? If yes, list Contract #(s):
 I-14-4190 (As part of BCP Tollway Partners JV), RR-12-4084

YES NO

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

Areas of Assistance: Contract Administration, QA/QC, Documents and SOI Preparation, Project Management

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

YES NO

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

Areas of Assistance: _____

IV. PROTÉGÉ EXPERIENCE WITH THE PROGRAM

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

YES NO

B. Has the DBE firm participated in a Mentor/Protégé Agreement 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>
RR-08-5569	\$207,800	Burns & McDonnell	Construction Management
_____	_____	_____	_____
_____	_____	_____	_____

C. Is the DBE firm currently participating in a Mentor/Protégé Agreement 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 DBE firm participated in a Mentor/Protégé Agreement 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>
169-4	\$221K	TY Lin	Construction Management
158-40	\$ 60K	Transystems	Environmental
167-7	\$300K	Burns & McDonnell	Construction Management

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. _____

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 Mentor-Protégé Agreement will be prepared in accordance with the current guidelines of the Tollway's Partnership-Mentor/Protégé 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.



SIGNATURE (Mentor Representative)

1/27/2015

(Date)



SIGNATURE (Protégé Representative)

1-23-2015

(Date)

Vendor Information

CLOSE WINDOW 

 HELP

Vendor Information

Business Name **Abna Of Illinois, Inc.**
 Owner **Rashid O Adewale**
 Address **9901 South Western Avenue**
 > [Map This Address](#) **Suite 001**
Chicago, IL 60643-1800
 Phone **773-881-4788**
 Fax **773-239-3728**
 Email **abna1@abnacorp.com**

Certification Information

Certifying Agency **City of Chicago**
 Certification Type **MBE - Minority Business Enterprise**
 Certification Date **7/29/2013**
 Renewal/Anniversary Date **7/31/2014**
 Expiration Date **7/31/2018** ✓
 Certified Business Description **NAICS 541330 Engineering services**
NAICS 541340 Drafting services
NAICS 541360 Geophysical mapping services
NAICS 541360 Geophysical surveying services
NAICS 541370 Surveying and mapping services (except geophysical)
NAICS 541380 Geotechnical testing laboratories or services

Commodity Codes

Code	Description
NAICS 541330	Engineering services
NAICS 541340	Drafting services
NAICS 541360	Geophysical mapping services
NAICS 541360	Geophysical surveying services
NAICS 541370	Surveying and mapping services (except geophysical)
NAICS 541380	Geotechnical testing laboratories or services

Customer Support

Copyright © 2015 B2Gnow. All rights reserved.

[Print This Page](#)



Illinois Department of Transportation

Office of Business & Workforce Diversity
2300 South Dirksen Parkway / Springfield, Illinois 62764

July 21, 2014

CERTIFIED-RETURN RECEIPT REQUESTED

Linda Moen
EFK Moen, LLC
303 Fountains Pkwy., Ste. 240
Fairview Heights, IL 62208

Dear Linda Moen:

The Illinois Department of Transportation (IDOT), your host agency, has reviewed your *Continued DBE Eligibility Affidavit (CEA)* 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 Part 26.

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.

Your certification is approved commencing on **June 17, 2014**. To remain certified with the IL UCP you must submit a *No Change Affidavit* each year. Notification will be sent to you sixty (60) days prior to the anniversary date of your certification. It is your responsibility to ensure that your certification is kept current by submitting the required information in a timely manner. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

If there is any change in circumstances that affects your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your 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 removal of certification pursuant to 49 CFR 26.83(i).

Your firm's name will appear in the IL UCP DBE Directory in the following area(s) of specialty:

LOCATION DRAINAGE
STUDIES: TRAFFIC
STUDIES: SAFETY
STUDIES: FEASIBILITY
REHABILITATION
RECONSTRUCTION/MAJOR REHABILITATION
NEW CONSTRUCTION/MAJOR RECONSTRUCTION
FREEWAYS

ROADS AND STREETS
HIGHWAY STRUCTURE: SIMPLE
HIGHWAY STRUCTURE: TYPICAL
WATERWAYS: TYPICAL
SUBSURFACE UTILITY ENGINEERING
TRAFFIC SIGNALS
SURVEYING
CONSTRUCTION INSPECTION

This Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed on the Internet at <http://www.dot.state.il.us/ucp/ucp.html>


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.).

Please note:

- This certification does not attest to your firm's abilities to perform in the approved work category(ies).
- Your certification may be revoked if your firm is found to be involved in bidding or contractual irregularities or has violated DBE program regulations pursuant to 49 CFR Part 26.107.
- For work to count toward a DBE contract goal, the DBE firm must perform a "commercially useful function" pursuant to 49 CFR Part 26.55. A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved.

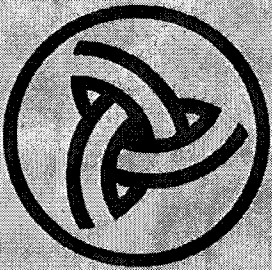
Please direct all inquiries and any questions to this agency at (217) 782-5490.

Sincerely,



Debra A. Clark, Manager
Certification Section
Bureau of Small Business Enterprises

Enclosure



Illinois Department of Transportation

EFK Moen, LLC

is hereby certified as a

Disadvantaged Business Enterprise

This certificate is valid under current firm ownership and operational control only and supersedes any authorization or listing previously issued.

Ann L. Schneider
Secretary

Illinois Department of Transportation

Eugene C. Oliver
Bureau Chief

Bureau of Small Business Enterprises

Effective the 17th day of June 2014

RR-14-4222

Vendor InformationCLOSE WINDOW  HELP**Vendor Information**

Business Name Sanchez & Associates P.C.
Owner Gerardo P. Sanchez
Address 8604 W. Catalpa Ave.
 > [Map This Address](#) Suite 912
 Chicago, IL 60656
Phone 773-444-0601
Fax 847-232-3104
Email gpsanchez@sanchezsurveying.com
Website <http://www.sanchezsurveying.com>

Certification Information

Certifying Agency City of Chicago
Certification Type MBE - Minority Business Enterprise
Certification Date 3/30/2015
Renewal/Anniversary Date 12/1/2015
Expiration Date 12/1/2017 ✓
Certified Business Description NAICS 541370 Land surveying services

Commodity Codes

Code	Description
NAICS 541370	Land surveying services
NIGP 30559	Maps, Engineer and Topographical
NIGP 90779	Surveying Services (Not Aerial or Research)
NIGP 92586	Surveyor Services, Land

Customer Support[Print This Page](#)

Copyright © 2015 B2Gnow. All rights reserved.

Vendor Information



Vendor Information

Business Name **Wang Engineering, Inc.**
 Owner **Mr. Paul Wang**
 Address **1145 N. Main St.**
 > [Map This Address](#) **Lombard, IL 60148**
 Phone **630-953-9928 Ext. 10**
 Email **pwang@wangeng.com**
 Website **<http://www.wangeng.com>**

Certification Information

Certifying Agency **Cook County**
 Certification Type **MBE - Minority Business Enterprise**
 Certification Date **10/1/2014**
 Renewal/Anniversary Date **10/1/2015**
 Expiration Date **10/1/2019**
 Certified Business Description **Construction Services: Geotechnical Engineering, Construction Management and Inspection, Construction Materials Testing**

Commodity Codes

Code	Description
NIGP 90742	Geotechnical - Soils
NIGP 90783	Testing Services
NIGP 96117	Interpreter Services - Electronically Assisted - Foreign Language, Hearing Impaired, etc. (See Item 46 For Interpreter Services - Not Electronically Assisted)
NIGP 96847	Inspection Services, Construction Type

Customer Support

[Print This Page](#)

Copyright © 2015 B2Gnow. All rights reserved.



Illinois Department of Transportation

Office of Business & Workforce Diversity
2300 South Dirksen Parkway / Springfield, Illinois 62764

March 24, 2014

CERTIFIED-RETURN RECEIPT REQUESTED

Paul Wang
Wang Engineering, Inc.
1145 N. Main St.
Lombard, IL 60148

Dear Paul Wang:

The Illinois Department of Transportation (IDOT), your host agency, has reviewed your *Continued DBE Eligibility Affidavit (CEA)* 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 Part 26.

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.

Your certification is approved commencing on **February 18, 2014**. To remain certified with the IL UCP you must submit a *No Change Affidavit* each year. Notification will be sent to you sixty (60) days prior to the anniversary date of your certification. It is your responsibility to ensure that your certification is kept current by submitting the required information in a timely manner. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

If there is any change in circumstances that affects your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your 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 removal of certification pursuant to 49 CFR 26.83(i).

Your firm's name will appear in the IL UCP DBE Directory in the following area(s) of specialty:

STRUCTURE GEOTECHNICAL REPORTS
SUBSURFACE EXPLORATIONS
GENERAL GEOTECHNICAL SERVICES
COMPLEX GEOTECHNICAL/MAJOR FOUNDATION
QA AGGREGATE/HMA/PCC
QA HMA & AGGREGATE
QA PCC & AGGREGATE
CONSTRUCTION INSPECTION

Wang Engineering, Inc.
Page 2
March 24, 2014

This Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed on the Internet at www.dot.il.gov/ucp/ucpdirectorybyname.pdf.

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.).

Please note:

- This certification does not attest to your firm's abilities to perform in the approved work category(ies).
- Your certification may be revoked if your firm is found to be involved in bidding or contractual irregularities or has violated DBE program regulations pursuant to 49 CFR Part 26.107.
- For work to count toward a DBE contract goal, the DBE firm must perform a "commercially useful function" pursuant to 49 CFR Part 26.55. A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved.

Please direct all inquiries and any questions to this agency at (217) 782-5490.

Sincerely,



Debra A. Clark, Manager
Certification Section
Bureau of Small Business Enterprises

Enclosure



Illinois Department of Transportation

Bowman, Barrett & Associates, Inc.
14-3, Item 2

Wang Engineering, Inc.

is hereby certified as a

Disadvantaged Business Enterprise

This certificate is valid under current firm ownership and operational control only and supersedes any authorization or listing previously issued.

Ann L. Schneider
Secretary

Illinois Department of Transportation

Eugene C. Oliver
Bureau Chief

Bureau of Small Business Enterprises

Effective the 18th day of February 2014

RR-14-4222

WWW.CYBERDRIVEILLINOIS.COM

JESSE WHITE
 SECRETARY OF STATE

CORPORATION FILE DETAIL REPORT

Entity Name	BOWMAN BARRETT & ASSOCIATES, INC.	File Number	55761213
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	12/08/1989	State	ILLINOIS
Agent Name	TERRY L ENGEL	Agent Change Date	01/28/1999
Agent Street Address	225 W WASHINGTON ST SUITE 1700	President Name & Address	JAMES DAUM 130 E RANDOLPH ST CHICAGO 60601
Agent City	CHICAGO	Secretary Name & Address	LOUIS BOWMAN 130 E RANDOLPH ST CHICAGO 60601
Agent Zip	60606	Duration Date	PERPETUAL
Annual Report Filing Date	11/12/2014	For Year	2014

[Return to the Search Screen](#)
[Purchase Certificate of Good Standing](#)
(One Certificate per Transaction)
[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)

Bowman Contract # RC-14-4222

Lukacs, Dawn

From: Nash, Janiqua V
Sent: Friday, July 17, 2015 9:39 AM
To: Lukacs, Dawn
Subject: BB&A

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 09:37 07/17/15

ACTION: S

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

DISCLAIMER:

AS OF 07/17/15 AT 09:38 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *** [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

ABNA # RR-14-4222

Lukacs, Dawn

From: Nash, Janiqua V
Sent: Friday, July 17, 2015 9:40 AM
To: Lukacs, Dawn
Subject: ABNA

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:37 07/17/15

ACTION: S

OFFSET: 00 OF 00

VENDOR NUMBER= ***
VENDOR NAME: *
CLAIMING AGENCY NUMBER: *
CLAIMING AGENCY NAME: *
CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 07/17/15 AT 09:39 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

CHRISTOPHER BURKE # RR-14 4222

Lukacs, Dawn

From: Nash, Janiqua V
Sent: Friday, July 17, 2015 9:40 AM
To: Lukacs, Dawn
Subject: CBB

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:37 07/17/15

ACTION: S

VENDOR NUMBER= ***

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 07/17/15 AT 09:39 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

EFK MOEN #RR-14-4222

Lukacs, Dawn

From: Nash, Janiqua V
Sent: Friday, July 17, 2015 9:41 AM
To: Lukacs, Dawn
Subject: EFK Moen

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 09:37 07/17/15

ACTION: S

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

DISCLAIMER:
AS OF 07/17/15 AT 09:40 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

FREGA #RR-14-4222

Lukacs, Dawn

From: Nash, Janiqua V
Sent: Friday, July 17, 2015 9:41 AM
To: Lukacs, Dawn
Subject: Frega

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 09:37 07/17/15

ACTION: S

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

DISCLAIMER:

AS OF 07/17/15 AT 09:40 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

SANCHEZ # RR-14-4222

Lukacs, Dawn

From: Nash, Janiqua V
Sent: Friday, July 17, 2015 9:41 AM
To: Lukacs, Dawn
Subject: Sanchez

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 09:37 07/17/15

ACTION: S

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

DISCLAIMER:
AS OF 07/17/15 AT 09:40 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

WANG #RR-14-4222

Lukacs, Dawn

From: Nash, Janiqua V
Sent: Friday, July 17, 2015 9:42 AM
To: Lukacs, Dawn
Subject: Wang

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:37 07/17/15

ACTION: S

VENDOR NUMBER= ***

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 07/17/15 AT 09:41 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

DESIGN SECTION ENGINEER AGREEMENT

The Board of Directors, on the 23rd day of July, 2015, 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 **BOWMAN, BARRETT AND ASSOCIATES, INC.**, a corporation authorized and existing within the laws of the State of Illinois, hereinafter referred to as "DESIGN SECTION ENGINEER".

W I T N E S S E T H:

WHEREAS, the DESIGN SECTION ENGINEER has submitted a proposal dated July 6, 2015, to provide design section engineering services for Contract No. **RR-14-4222** for **Bridge Rehabilitation/Reconstruction on the Tri-State Tollway (I-294) Mile Post 26.6 (Burlington Northern Santa Fe (BNSF) Railroad Bridge**; and

WHEREAS, DESIGN SECTION ENGINEER represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from **PSB 14-3, Item 2**, 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. **RR-14-4222** for **Bridge Rehabilitation/Reconstruction on the Tri-State Tollway (I-294) Mile Post 26.6 (Burlington Northern Santa Fe (BNSF) Railroad Bridge** in accordance with the requirements and terms of this Agreement and the proposal from the DESIGN SECTION ENGINEER of July 6, 2015, 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, March 2014 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 Engineer 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 July 24, 2015** and ending **December 31, 2023**, in accordance with the schedule included in the attached proposal. Should circumstances arise, the Chief Engineer of the TOLLWAY may, at his discretion and with consent of the DESIGN SECTION ENGINEER, renew this contract for two additional one year terms or one additional two year term, as agreed upon by the Parties.

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, Six Hundred Ninety Thousand, Six Hundred Seventeen Dollars and Seventy-Eight Cents (\$5,690,617.78)**. 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 Engineer of the TOLLWAY thereof and shall not incur or charge any such fees or expenses without prior written approval of the Chief Engineer. 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 Engineer, 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. ***Bowman, Barrett and Associates, 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 Engineer 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 Engineer 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 Engineer shall be final. At the request and direction of the Chief Engineer 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, March 2014 and as revised thereafter.

In the event the Chief Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer shall be final. At the request and direction of the Chief Engineer 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, March 2014 and as revised thereafter.

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

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

C. Termination due to Lack of an Appropriation

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

ARTICLE XIV

Solicitations

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

ARTICLE XV

Record Retention and Audit

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

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

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

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

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

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

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

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

ARTICLE XVI

Notices

Notices to be given hereunder or documents to be delivered shall be deemed sufficient if delivered personally or mailed by certified mail to the DESIGN SECTION ENGINEER at **Bowman, Barrett and Associates, Inc., 130 E. Randolph Street, Suite 2650, Chicago, Illinois 60601**, or to the Chief Engineer 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

Each party to this Agreement hereby acknowledges that pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/) the Inspector General of the Illinois State Toll Highway Authority has the authority to audit and to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse and when necessary subpoena witnesses and compel the production of books and papers pertinent to an investigation. Each party shall cooperate in any such investigation and

shall provide access to all information and documentation related to the services performed and will disclose and make available all personnel involved or connected with the services or having knowledge of the services.

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 RR-14-4222 the day and year first above written.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY

**BOWMAN, BARRETT AND
ASSOCIATES, INC.**


By:  9/16/15
Chair/Executive Director - Signature Date
Robert Schlierstrom/Greg Bedalov

 7/15/2015
President - Signature Date


JAMES DAUM
Printed Name as Signed Above

APPROVED:
 9/14/15
Chief of Finance - Signature Date
Michael Colsch

ATTEST:
 7/15/15 (Seal)
Secretary - Signature Date

APPROVED:
 9/10/15
General Counsel - Signature Date
David Goldberg

Louis Benzman
Printed Name as Signed Above

Approved as to Form and Constitutionality
 9-4-2015
Attorney General, State of Illinois - Robert Lane - Signature Date

DESIGN SECTION ENGINEER PROPOSAL

FOR CONTRACT NUMBER RR-14-4222

This proposal, dated July 6, 2015, is submitted by Bowman, Barrett, and Associates, Inc. of Chicago Illinois for Design Section Engineer's Service.

LOCATION OF DESIGN SECTION

The location of the construction Contract RR-14-4222 for which we propose to provide Design Section Engineering Services is at M.P. 26.6 of the Tri-State (I-294) Tollway, in Cook County (Counties), Illinois.

SCOPE OF DESIGN SECTION ENGINEERING SERVICES

Design Engineering Services following selection from PSB 14-3, more fully detailed in Exhibit F, attached hereto, will be executed in full compliance with the Illinois State Toll Highway Authority's *Design Section Engineer's Manual*, dated March 2014 (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 Engineer 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 Engineer of the TOLLWAY.

MAXIMUM ALLOWABLE FEE - The upper limit of compensation to the DESIGN SECTION ENGINEER, for all costs, shall be \$ 5,690,617.78 (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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 RR-14-4222

SUBMITTED BY:

FIRM NAME: Bowman, Barrett, and Associates, Inc.

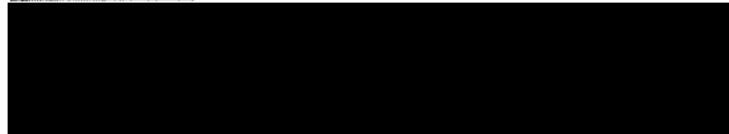
ADDRESS: 130 E. Randolph Street, Suite 2650

CITY, STATE: Chicago, Illinois

TELEPHONE: 312-228-0100

FACSIMILE: 312-228-0706

SIGNED BY:



PRINTED NAME: Jim Daum

TITLE: President



STATE OF ILLINOIS
STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: RR-14-4222

CONTRACTOR NAME: Bowman, Barrett & Associates Inc.

1. PAYMENT TERMS AND CONDITIONS:

- 1.1 **Late Payment:** Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.
- 1.2 **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.
- 1.3 **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.
- 1.4 **Prevailing Wage:** As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>).
- 1.5 **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.
- 1.6 **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 June 30 of any year must be submitted to the State no later than July 31 of that 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.

Vendor(s) are required to attest to the standards set forth in this contract and must include the following statement on every one of their invoices delivered to the Tollway pursuant to statute 605 ILCS 10/16.1.

This statement must be imprinted on the invoice or an attachment attesting to the following statement:

Invoice# _____ Invoice Date _____

"The Seller, _____ (insert vendor name) hereby certifies that the goods, merchandise and wares shipped in accordance with the attached delivery invoice have met all the required standards set forth in the purchasing contract".

Authorized Representative

If the Vendor does not comply with attesting to the statute 605 ILCS 10/16.1 this will cause delay in payment.

All invoices must include original order date to ensure accurate and timely payment processing.

1.6.1 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.

1.6.2 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. **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within 15 days after execution of this contract. Vendor shall notify the State of any additional or substitute subcontractors hired during the term of this contract. If required, Vendor shall provide to the State a copy of all such subcontracts within 15 days after execution of the subcontract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.

4. **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 three 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 three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. 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, 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.

5. **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.
6. **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.
7. **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.
8. **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.
9. **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.
10. **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the Tollway and State of Illinois, their 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.
11. **INSURANCE:** Vendor shall, at all time during the term and any renewals maintain and provide a Certificate of Insurance naming the State as additional insured for all required bonds and insurance. Certificates may not be

modified or canceled until at least 30 days notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

12. **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.
13. **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.
14. **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.
15. **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.
16. **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>.
17. **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.
18. **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.
19. **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.
20. **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.

21. **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.
22. **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.
23. **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.
24. **WARRANTIES FOR SUPPLIES AND SERVICES:**
 - 24.1 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.
 - 24.2 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.
 - 24.3 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.
25. **REPORTING, STATUS AND MONITORING SPECIFICATIONS:**
 - 25.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.
 - 25.2 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.

26. **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.

27. **SUPPLEMENTAL PROVISIONS**

27.1 **TOLLWAY SUPPLEMENTAL PROVISIONS**

27.1.1 **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.

27.1.2 **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.

27.1.3 **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.

27.1.4 **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.

27.1.5 **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.

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

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

27.1.5.3 The Tollway is not currently an appropriated agency.

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

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

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

27.3 VENDOR SUPPLEMENTAL PROVISIONS

Vendor Supplemental Provisions:

STATE OF ILLINOIS

SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

ATTACHMENT CC

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

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

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

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



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

Date: 06/09/2015

Contract Number: RR-14-4222

Project Name: Tri-Sate Tollway, Bridge Rehabilitation/Reconstruction, Burlington Northern Santa Fe (BNSF) Railroad Bridge (MP 26.6)

DELINQUENT DEBT REVIEW

Sub Contractor/Consultant Disclosure.

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

If yes, you must identify below, to the extent the information is known, the names, addresses and type of work all Sub-Contractors/Consultants you will be using in the performance of this Contract, together with the anticipated dollar value 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 Contractor/Consultant certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with the State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The Contractor/Consultant further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the Contractor/Consultant or any affiliate is determined to be delinquent in the payment of any debt to the State during the term of the contract.

CONTRACTOR

Contractor/Consultant: Bowman Barrett & Associates Inc.

Federal Employment Identification Number (FEIN) [REDACTED]

E-Mail: JDAUM@BBANDAINC.COM

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

<u>Sub-Contractor(s)</u>	<u>Sub-Contractor FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Amount to be Paid (to extent known)</u>
ABNA Engineering	[REDACTED]	9901 S Western Ave. Chicago, IL 60643	Structures	9%
Christopher B. Burke	[REDACTED]	9575 W Higgins Rd. Rosemont, IL 60018	Civil, Drainage, Permits, Environmental	15%
EFK Moen LLC	[REDACTED]	500 N Michigan Ave., Suite 300 Chicago, IL 60611	Civil	4%
See Additional Page	[REDACTED]			

Print James Daum **Date** 6/9/2015

Contractor/Consultant

<u>Sub-Contractor(s)</u>	<u>Sub-Contractor FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Amount to be Paid (to extent known)</u>
Frega Associates		411 S Wells St., Suite 5 Chicago, IL 60607	Landscape Architecture	1%
Sanchez & Associates PC		8604 W Catalpa Ave. Chicago, IL 60656	Survey	4%
Wang Engineering		1145 N Main St. Lombard, IL 60148	Geotechnical	3%

**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: Bowman, Barrett & Associates Inc.

Taxpayer Identification Number:

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

or

Employer Identification Number: 

Legal Status (check one):

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

Signature of Authorized Representative: 

Date: June 23, 2015



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

BOWMAN BARRETT & ASSOCIATES, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON DECEMBER 08, 1989, 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 IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



Authentication #: 1508300968

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

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 24TH day of MARCH A.D. 2015 .

Jesse White

SECRETARY OF STATE

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 10724

Bowman, Barrett & Associates

130 East Randolph

Suite 2650

Chicago IL 60601

Information for this business last updated on:

Tuesday, June 09, 2015

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



EXHIBIT "1"

Page 22 of 331

Vendor Registration: View Form

Business Name: **BOWMAN, BARRETT & ASSOCIATES**







[Main](#) | [General Info](#) | [Public Profile](#) | [Users](#) | [Commodity Codes](#) | [Contacts & Owners](#) |
[Comments](#) | [Reviews](#) | [Certifications](#) | [Site Visits](#) | [Registrations](#)

[Return to Main Form](#)

Vendor Registration

Form Name	A - B. Business Information & Other Business Registrations
Description	Complete section A and B, in order to submit this form.
Date Submitted	6/16/2015
Status	Accepted
Business Name	BOWMAN, BARRETT & ASSOCIATES
Point of Contact	<u>Pamela Pontikis</u>
Flag Form	<u>Add Flag</u>

A. Business Information

1. Your Business is Registering as a	Prime contractor and subcontractor	
2. Name of CEO/Business Owner	Louis Bowman	
3. Annual sales/gross receipts	9700000	
4. When was your business established?	12/01/1989	
5. In what Illinois county(ies) are you conducting business?	The business conducts business statewide.	
6. Contact Person for this vendor registration	Pamela Pontikis	
Contact Person Title	Director of Business Development	
Contact Person Phone	3122280100	
Contact Person Email	ppontikis@bbandainc.com	

B. Other Business Registrations

1. Is your business registered with any of the following State of Illinois programs?	Not applicable/not registered	
--	--------------------------------------	---

Additional Information

Staff Attached File(s)	<input type="button" value="Attach File"/>
	Refresh List after attaching file(s).

Customer Support

Copyright © 2015 B2Gnow. All rights reserved.

[Home](#) | [Help](#) | [Print This Page](#) | [Print To PDF](#)

Vendor Registration: View Form

Business Name: **BOWMAN, BARRETT & ASSOCIATES**

- [Main](#) | [General Info](#) | [Public Profile](#) | [Users](#) | [Commodity Codes](#) | [Contacts & Owners](#)
- [Comments](#) | [Reviews](#) | [Certifications](#) | [Site Visits](#) | [Registrations](#)

[Return to Main Form](#)

Vendor Registration

Form Name	C. Small Business Set-Aside Program
Description	Complete the Small Business Set-Aside Program form
Date Submitted	6/16/2015
Status	Accepted
Business Name	BOWMAN, BARRETT & ASSOCIATES
Point of Contact	<u>Pamela Pontikis</u>
Flag Form	<u>Add Flag</u>

C. Small Business Set-Aside Program

1. Would you like to apply for the Small Business Set-Aside Program?	No	
--	-----------	---

Additional Information

Staff Attached File(s)	Attach File
Refresh List after attaching file(s).	

Customer Support

Copyright © 2015 B2Gnow. All rights reserved.

Vendor Registration: View Form

Business Name: **BOWMAN, BARRETT & ASSOCIATES**

- [Main](#) | [General Info](#) | [Public Profile](#) | [Users](#) | [Commodity Codes](#) | [Contacts & Owners](#)
- [Comments](#) | [Reviews](#) | [Certifications](#) | [Site Visits](#) | [Registrations](#)

[Return to Main Form](#)

Vendor Registration	
Form Name	D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois
Description	Complete section D and E, in order to submit this form.
Date Submitted	6/16/2015
Status	Accepted
Business Name	BOWMAN, BARRETT & ASSOCIATES
Point of Contact	<u>Pamela Pontikis</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	55
2. Select the DHR status of your business	My business had 15 or more employee at any time within the past year. 11103700 11/08/2016

E. Authorized to do Business in Illinois	
1. Is your business registered and authorized to do business in Illinois?	Yes, registered and in good standing with the Illinois Secretary of State

Additional Information	
Staff Attached File(s)	<div style="border: 1px solid #ccc; padding: 5px; display: inline-block;">Attach File</div>
Refresh List after attaching file(s).	

Customer Support

Copyright © 2015 B2Gnow. All rights reserved.

Vendor Registration: View Form

Business Name: **BOWMAN,BARRETT & ASSOCIATES**

Main | General Info | Public Profile | Users | Commodity Codes | Contacts & Owners |

Comments | Reviews | Certifications | Site Visits | Registrations |

[Return to Main Form](#)

Vendor Registration

Form Name	F - G. Certifications & Board of Elections
Description	Complete section F - G, in order to submit the form.
Date Submitted	6/16/2015
Status	Accepted
Business Name	BOWMAN,BARRETT & ASSOCIATES
Point of Contact	<u>Pamela Pontikis</u>
Flag Form	<u>Add Flag</u>

F. Certifications

1. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.

 Yes

2. This applies to individuals, sole proprietorships, general partnerships, and single member LLCs, but is not otherwise applicable. Vendor certifies he/she is not in default on an educational loan. 5 ILCS 385/3

 Yes

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

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

EXHIBIT "1"

Yes	10. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14
Yes	11. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25
Yes	12. Vendor certifies it has read, understands and is not knowingly in violation of the "Revolving Door" provision of the Illinois Procurement Code. 30 ILCS 500/50-30
Yes	13. Vendor certifies that if it hires a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements or other remuneration will be billed to the State. 30 ILCS 500/50-38
Yes	14. Vendor certifies that it will not retain a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38
Yes	15. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50
Yes	16. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517
Yes	17. Vendor certifies that if awarded a contract for public works, steel products used or supplied in the performance of that contract shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception in writing. 30 ILCS 565
Yes	18. If Vendor is awarded a contract worth more than \$5,000 and employs 25 or more employees, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580
Yes	19. If Vendor is an individual and is awarded a contract worth more than \$5,000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract pursuant to the Drug Free Workplace Act. 30 ILCS 580
Yes	20. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States Department of Commerce. 30 ILCS 582
Yes	21. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the Agency/University under any contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583
Yes	22. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the Agency/University under any contract have been produced in whole or in part by the labor or any child under the age of 12. 30 ILCS 584
Yes	23. Vendor certifies that if awarded a contract including information technology, electronic information, software, systems and equipment, developed or provided under any contract, it will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards. 30 ILCS 587
Yes	24. Vendor certifies that if it owns residential buildings, that any violation of the Lead Poisoning Prevention Act has been mitigated. 410 ILCS 45
Yes	

EXHIBIT "1"

25. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4, E-11

Yes

26. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105

Yes

27. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2

Yes

28. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee whose procurement authority at any time during the one-year period preceding the procurement lobbying activity.

Yes

29. Vendor certifies that it has read, understands and is in compliance with the registration requirements of the Illinois Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37 Vendor will not make a political contribution that will violate these requirements.

Yes

30. This applies to individuals, sole proprietorships, general partnerships, and single member LLCs, but is not otherwise applicable. Vendor certifies that he/she has not received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. (30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133)

Yes

G. Board of Elections (BOE)

1. Is your business registered with the Board of Elections (BOE)?

Yes, I certify my business is registered with BOE.
10724

Additional Information

Staff Attached File(s)

Attach File

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

Customer Support

Copyright © 2015 B2Gnow. All rights reserved.

[Home](#) | [Help](#) | [Print This Page](#) | [Print To PDF](#)

Vendor Registration: View Form

Business Name: **BOWMAN,BARRETT & ASSOCIATES**

- [Main](#) | [General Info](#) | [Public Profile](#) | [Users](#) | [Commodity Codes](#) | [Contacts & Owners](#)
- [Comments](#) | [Reviews](#) | [Certifications](#) | [Site Visits](#) | [Registrations](#)

[Return to Main Form](#)

Vendor Registration	
Form Name	H. Iran Disclosure
Description	Complete section H, in order to submit this form.
Date Submitted	6/16/2015
Status	Accepted
Business Name	BOWMAN,BARRETT & ASSOCIATES
Point of Contact	<u>Pamela Pontikis</u>
Flag Form	Add Flag

H. Iran Disclosure	
1. Do you or any of your corporate parents or subsidiaries have any business operations that must be disclosed?	1
No business operations to disclose.	

Additional Information	
Staff Attached File(s)	Attach File
Refresh List after attaching file(s).	

Customer Support

Copyright © 2015 B2Gnow. All rights reserved.

STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

IPB Reference #: 22035090

Procurement/Contract #: RR-14-4222

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

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

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

1. Certification of Illinois Procurement Gateway Registration

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

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

IPG Registration #: 20081166 IPG Expiration Date: June 21, 2016

2. Certification Timely to this Solicitation or Contract

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

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

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

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

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

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

STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

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

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

5. Disclosure of Current and Pending Contracts

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

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

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

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Illinois Department of Transportation	I-80 from Grundy Count Line to US 30	Contract	\$4,147,214	P-91-185-09 PTB 152/4
Illinois Department of Transportation	Stony Island Feed Improvement	Contract	\$2,0623,320	D-91-184-10 PTB 154/11
Illinois Department of Transportation	I-94 at Wisconsin State Line	Contract	\$3,087, 745	D-91-019-11 PTB 157/2
Illinois Department of Transportation	US 20 at IL 59	Contract	\$1,076,641	D-91-012-13 PTB 165/8
Illinois Department of Transportation	Circle Interchange Halsted & Harrison Street Bridges	Contract	\$4,296,140	C-91-316-13 PTB 168/12
Illinois Tollway	CM Services Upon Request	Contract	\$7,500,000	RR-12-4084 PSB 12-5
Illinois Tollway	I-90 Retaining Wall, Noise Wall, Bridge Widening	Contract	\$775,000	I-13-4100 PSB 13-1
Illinois Tollway	I-90 Roadway, Retaining Wall and Bridge Reconstruction, Higgins to Roselle	Contract	\$2,398,746	I-14-4190 PSB 14-1
Illinois Tollway	I-294 Rehabilitation/ Reconstruction BNSF RR Bridge	Pending Contract	TBD	RR-12-4222 PSB 14-3

STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

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, offer or, or vendor pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code, and the affirmation of the accuracy of the financial disclosures is made under penalty of perjury.

This disclosure information is submitted on behalf of:

Vendor Name: Bowman, Barrett & Associates Inc.

Phone: 312 228 0100

Street Address: 130 E. Randolph, Suite 2650

Email: JDAUM@BBANDAINC.COM

City, State, Zip: Chicago, IL, 60601

Vendor Contact: RR-14-4222

Signature: _____

Date: 6/23/2015

Printed Name: James Daum

Title: President

Vendor Registration: View

Business Name: **BOWMAN,BARRETT & ASSOCIATES**

[Main](#) | [General Info](#) | [Public Profile](#) | [Users](#) | [Commodity Codes](#) | [Contacts & Owners](#) |
[Comments](#) | [Reviews](#) | [Certifications](#) | [Site Visits](#) | [Registrations](#)

Vendor Registration

Name	State of Illinois Vendor Registration
Description	Register to do business with the State of Illinois
Date Submitted	6/16/2015
Status	Accepted
Reviewer	Constance Ratliff
Date Reviewed	6/22/2015
Public Review Comments	
Private Review Comments	
Expiration Date	6/21/2016
Flag Form	Add Flag

Settings

Business Enterprise Program (BEP) Registered	No
Veteran Owned Small Business (VOSB) Registered	No
Service Disabled Veteran Owned Small Business (SDVOSB) Registered	No
Small Business Set-Aside Program (SBSP) Registered	No
State Use Program	No
Registering as a	Prime & Subcontractor

Vendor Information

Business Name	BOWMAN,BARRETT & ASSOCIATES
Primary Contact	Pamela Pontikis (change contact)
Primary Contact Email	ppontikis@bbandainc.com
Phone	312-228-0100
Fax	312-228-0706
Company Email	ppontikis@bbandainc.com
Tax ID Number	
Company Type	Corporation
Address	130 E. RANDOLPH ST, STE 2650 CHICAGO, IL 60601

[View Vendor Profile](#)

Current Vendor Certifications

No current applicable certifications.

Forms

View

Form Name

Flagged

EXHIBIT "1"

Vendor Registration: View Form

Business Name: **BOWMAN, BARRETT & ASSOCIATES**

[Main](#) | [General Info](#) | [Public Profile](#) | [Users](#) | [Commodity Codes](#) | [Contacts & Owners](#) |
[Comments](#) | [Reviews](#) | [Certifications](#) | [Site Visits](#) | [Registrations](#)

[Return to Main Form](#)

Vendor Registration

Form Name	I. Financial Disclosure & Conflicts of Interest
Description	Complete the Financial Disclosure & Conflicts of Interest form
Date Submitted	6/16/2015
Status	Accepted
Business Name	BOWMAN, BARRETT & ASSOCIATES
Point of Contact	<u>Pamela Pontikis</u>
Flag Form	<u>Add Flag</u>

I. Financial Disclosures & Conflicts of Interest

A. Identify the applicable entity type.

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?

No

C. Instrument of Ownership or Beneficial Interest

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?

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

Document	Status
List of individuals or entities meeting one or more of the listed thresholds. IPG Ownership & Distributive Income Form (PDF, 192.98 KB)	Attached by Pamela Pontikis on 6/16/2015

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.

Yes

3. Please certify that the following statement is true: all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the business have been disclosed in Question 1.

Yes

4. Disclosure of Board of Directors for Not-for-Profit entities.

Not applicable - For-Profit Entity

5. For the individuals disclosed above in question 1 and for sole proprietors, are any of them a person who holds an elective office in the State of Illinois or holds a seat in the General Assembly, or are they the spouse or minor child of such person?

No

6. For the individuals disclosed above in question 1 and for sole proprietors, are any of them appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor, or are any of them the spouse or minor child of such person?

No

7. For the individuals disclosed above in question 1 and for sole proprietors, are any of them an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or are any of them the spouse or minor child of such person?

No

EXHIBIT "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?

No

9. If any question in 5-8 above is answered yes, please answer the following: Do any of the individuals identified, their spouse, or minor child receive from the entity more than 7.5% of the entity's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)?

Not applicable - I answered No in Questions 5-8

10. If any question in 5-8 above is answered yes, please answer the following: Is there a combined interest of any individual identified along with their spouse or minor child of more than 15% in the aggregate of the entity's distributable income or an amount of distributable income in excess of two times the salary of the Governor (\$354,824.00)?

Not applicable - I answered No in Questions 5-8

11. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have, or in the previous 3 years had State employment, including contractual employment of services? This does not include contracts to provide goods or services to the State as a vendor.

No

12. For the individuals disclosed above in question 1 and for sole proprietors, have their spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? This does not include contracts to provide goods or services to the State as a vendor.

No

13. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently hold or have held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois?

No

14. For the individuals disclosed above in question 1 and for sole proprietors, do any of them have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years?

No

15. For the individuals disclosed above in question 1 and for sole proprietors, do any of them hold or have held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that?

No

16. For the individuals disclosed above in question 1 and for sole proprietors, do any of them have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years?

No

17. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government?

No

18. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist?

No

19. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?

No

20. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?

No

21. Has there been any debarment from contracting with any governmental entity within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

No

22. Has there been any professional licensure discipline within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

EXHIBIT "1"

No

23. Has there been any bankruptcy within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

No

24. Have there been any adverse civil judgments and/or administrative findings within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

No

25. Have there been any criminal felony convictions within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

No

Additional Information

Staff Attached File(s)

Attach File

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

Customer Support

Copyright © 2015 B2Gnow. All rights reserved.

[Home](#) | [Help](#) | [Print This Page](#) | [Print To PDF](#)

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

Vendor Name: Bowman, Barrett & Associates, Inc.

DBA: N/A

INSTRUCTIONS:

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

Name	Address	% of Ownership	\$ Value of Ownership	% of Distributive Income	\$ Value of Distributive Income
Louis Bowman	130 E. Randolph, Suite 2650 Chicago, IL 60601	10.57	Click here to enter text.	10.57	Click here to enter text.
John E. Barrett	130 E. Randolph, Suite 2650 Chicago, IL 60601	10.57	Click here to enter text.	10.57	Click here to enter text.
James Daum	130 E. Randolph, Suite 2650 Chicago, IL 60601	Click here to enter text.	127820.00	Click here to enter text.	127820.00
Sandor Ferenczi	130 E. Randolph, Suite 2650 Chicago, IL 60601	Click here to enter text.	127820.00	Click here to enter text.	127820.00
Mark Knobel	130 E. Randolph, Suite 2650 Chicago, IL 60601	Click here to enter text.	127820.00	Click here to enter text.	127820.00
Employee Stock Ownership Program(ESOP)	130 E. Randolph, Suite 2650 Chicago, IL 60601	66.12% No individual has ownership in excess of 5%.	No individual has ownership in excess of 106447.20.		
Employee Stock Ownership Program(ESOP)	130 E. Randolph, Suite 2650 Chicago, IL 60601			66.12% No individual has distributive income in excess of 5%.	No individual has distributive income in excess of 106447.20.

Client#: 42778

BOWMBAR

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/30/2015

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

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

PRODUCER Mackey Team Mesirow Insurance Services 353 N. Clark Street Chicago, IL 60654	CONTACT NAME:		
	PHONE (A/C, No, Ext):	312 595-6200	FAX (A/C, No):
INSURED Bowman, Barrett & Associates, Inc. 130 East Randolph Suite 2650 Chicago, IL 60601	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Ace American Insurance Company		22667
	INSURER B:		
INSURER C:			
INSURER D:			
INSURER E:			
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab			G24575743007	05/25/2015	05/25/2016	\$2,000,000 Each Claim \$2,000,000 Aggregate

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

Re: Tollway contract #4222 (EB&A #1303)

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

BOWM-01

OP ID: JA

DATE (MM/DD/YYYY)
07/31/2015

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

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

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Addl Ins. <input checked="" type="checkbox"/> Blanket WOS GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	6608938M214 PRIMARY & NONCONTRIBUTORY	12/14/2014	12/14/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Blanket AI <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	8108938M214	12/14/2014	12/14/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ Comp/Coll Ded \$ 1,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS \$ 0		CUP8938M214	12/14/2014	12/14/2015	EACH OCCURRENCE \$ 13,000,000 AGGREGATE \$ 13,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	UB8938M214	12/14/2014	12/14/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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
A	Property Special; Repl Cost		6608938M214 DED - \$2,500	12/14/2014 12/14/2014	12/14/2015 12/14/2015	Contents 2,122,000 L/R Equip 250,000

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

Re: BB&A Job 1303, Illinois Tollway Contract No. RR-14-4222, Tri-State Tollway, Bridge Rehabilitation/Reconstruction, Burlington Northern Santa Fe (BNSF) Railroad Bridge (MP 26.6). Certificate Holder is additional insured on the General Liability and Auto Liability on a Primary/Non-Contributory basis as required by written contract per forms CGD414 4/08/CAT474 02/12.

CERTIFICATE HOLDER

ILLIN01

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

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

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

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

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

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

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

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

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

COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

PROVISIONS

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

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

**B. The following is added to Paragraph 5., Other
Insurance, in B. General Conditions of SEC-
TION IV – BUSINESS AUTO CONDITIONS:**

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

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

IPB Reference #: 14-3 Procurement/Contract #: 14-3, Item 1

This FORMS B Section 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 current IPG Registration Number.

If a vendor does not have a valid IPG registration number, then the vendor must complete and submit the FORMS A Section 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 the FORMS B Section must be completed in full and submitted along with the vendor's response.

1. Certification of Illinois Procurement Gateway Registration

My business has registered with the Illinois Procurement Gateway (IPG). The State of Illinois Chief Procurement Office approved the registration and provided the IPG registration number disclosed in this FORMS B Section.

IPG Registration #: 20081166 IPG Expiration Date: 11/18/2015

2. Certification Timely to this Solicitation

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 Pub. Act No. 97-0895 (August 3, 2012). Yes No

3. Disclosure of Lobbyist or Agent (Complete only if bid, offer, or contract has an annual value over \$25,000)

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.

Name	Address	Relationship to Disclosing Entity

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

These are the original disclosures submitted with the SOI. Revised disclosures are attached.

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

4. 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 \$25,000. 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. Attach an additional page in the same format as provided below, if desired.

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

5. 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 Section are truthful and accurate.

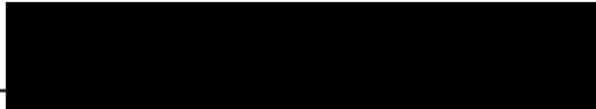
This FORMS B Section is signed by an authorized officer or employee on behalf of the bidder, offeror, or vendor pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code, and the affirmation of the accuracy of the financial disclosures is made under penalty of perjury.

This disclosure information is submitted on behalf of:

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

Phone: 312-228-0100
Email: JDAUM@BBANDAINC.COM
Vendor Contact: James Daum, PE

Signature: _____



Date: 01/27/2015

Printed Name: James Daum, PE

Title: President

CURRENT AND PENDING CONTRACTS				
Agency/University	Project Title	Status	Value	Contract Reference/PO/Illinois Procurement Bulletin #
IDOT	Stony Island Feeder Improvement Phase II	95% Complete	\$2,023,320	D-91-184-10 IDOT PTB 154/11
IDOT	I-80 from Grundy Cty. Line to US 30 Phase I and II	84% Complete	\$4,148,500	C-91-185-09 IDOT PTB 152/4
IDOT	I-94 at Wisconsin State Line Phase II	98% Complete	\$3,082,254	C-91-185-09 IDOT PTB 157/2
IDOT	US 20 at IL 59	12% Complete	\$1,088,565	D-91-185-09 IDOT PTB 165/8
IDOT	Circle Interchange (Halsted & Harrison Bridges) Phase III	50% Complete	\$3,399,909	C-91-316-13 IDOT PTB 168/12
Illinois Tollway	I-90 from US 20 to Elgin Plaza	100% Complete	\$3,745,346	I-11-5633 PSB 11-2
Illinois Tollway	CM Services Upon Request	75% Complete	\$7,500,000	RR-12-4084 PSB 12-5
Illinois Tollway	I-90 Retaining Wall, Noise Wall and Bridge Widening	55% Complete	\$775,000	I-13-4100 PSB 13-1
Illinois Tollway	I-90 Roadway, Retaining Wall and Bridge Reconstruction and Widening, West of Higgins Road (MP 60.8) to Roselle Road (MP 65.5)	0% Complete	\$2,140,000	I-14-4190 PSB 14-1

**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: James Daum, PE

Business Name: Bowman, Barrett & Associates, Inc.

Taxpayer Identification Number:

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"/> D = disregarded entity |
| | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |

Signature of Authorized Representative: _____

Date: January 27, 2015

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 10724

Bowman, Barrett & Associates

130 East Randolph

Suite 2650

Chicago IL 60601

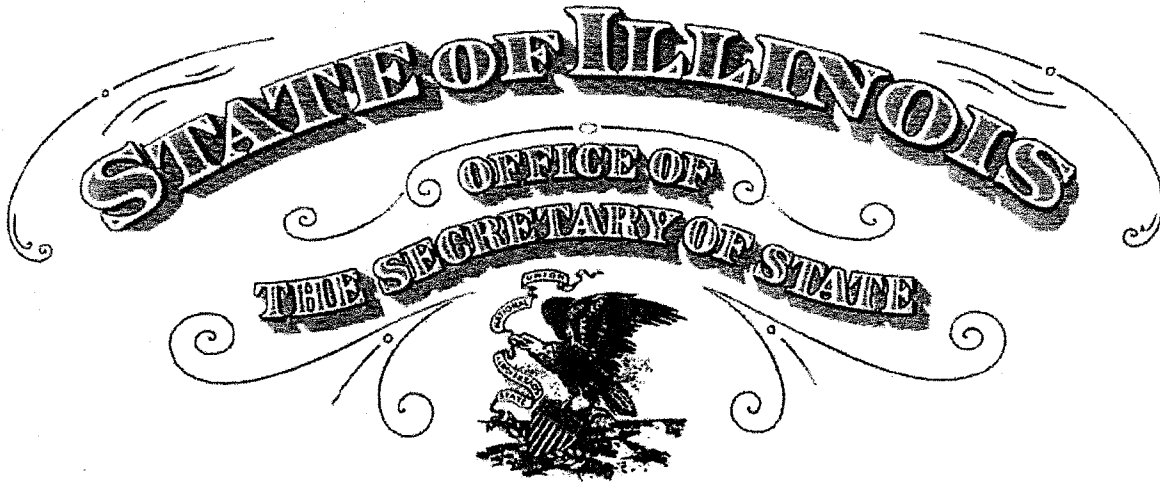
Information for this business last updated on:

Thursday, March 15, 2012

Certificate produced on Thursday, March 15, 2012 at 11:34 AM



File Number 5576-121-3



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

BOWMAN BARRETT & ASSOCIATES, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON DECEMBER 08, 1989, 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 IN GOOD STANDING AS A DOMESTIC CORPORATION 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 12TH day of MARCH A.D. 2013 .

Jesse White

Authentication #: 1307102670

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

SECRETARY OF STATE



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

Date: 1/27/2015 Project Number: 14-3, 2

Project Name: RR-14-2222, Tri-State Tollway, Bridge Rehabilitation/Reconstruction, BNSF Railroad Bridge (MP 26.6)

Sub-Contractor/Consultant Disclosure.

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

If yes, you must identify below, to the extent the information is known, the names, addresses and type of work all Sub-Contractors/Consultants you will be using in the performance of this Contract, together with the anticipated dollar value 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 Contractor/Consultant certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with the State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The Contractor/Consultant further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the Contractor/Consultant or any affiliate is determined to be delinquent in the payment of any debt to the State during the term of the contract.

Contractor/Consultant: Bowman, Barrett & Associates, Inc.

Federal Employment Identification Number (FEIN)

E-Mail: JDAUM@BBANDAINC.COM

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

Sub-Contractor(s)	Sub-Contractor FEIN	Address	General Type of Work	Anticipated Amount to be Paid (to extent known)
Christopher B. Burke Engineering		9575 West Higgins Road Rosemont, IL 60018	Environmental/ Drainage	10%
ABNA Engineering Inc.		9901 South Western Ave. Chicago, IL 60643	Structures	6%
EFK Moen		125 South Wacker Chicago, IL 60606	Structures	4%
See Additional Page				

Print James Daum, PE Date 1/27/2015

Contractor/Consultant

CONTRACTOR DELINQUENT DEBT REVIEW

Sub-Contractor(s)	Sub-Contractor FEIN	Address	General Type of Work	Anticipated Amount to b Paid (to extent known)
Frega Associates, Ltd.	[REDACTED]	411 South Wells Street Chicago, IL 60607	Landscape Architectre	.75%
Sanchez & Associates		8604 West Catalpa Ave Chicago, IL 60656	Survey	4%
Wang Engineering		1145 North Main Street Lombard, IL 60148	Geotechnical	6%



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

Date: 1/27/2015 Project Number: 14-3, 6

Project Name: I-14-4645, Elgin O'Hare Western Access, EOWA Extension from Lively Blvd. (MP 15.3) to York Road (MP 16.9)

Sub-Contractor/Consultant Disclosure.

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

If yes, you must identify below, to the extent the information is known, the names, addresses and type of work all Sub-Contractors/Consultants you will be using in the performance of this Contract, together with the anticipated dollar value 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 Contractor/Consultant certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with the State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The Contractor/Consultant further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the Contractor/Consultant or any affiliate is determined to be delinquent in the payment of any debt to the State during the term of the contract.

Contractor/Consultant: Bowman, Barrett & Associates, Inc.

Federal Employment Identification Number (FEIN)

E-Mail: JDAUM@BBARBAINC.COM

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

Sub-Contractor(s)	Sub-Contractor FEIN	Address	General Type of Work	Anticipated Amount to be Paid (to extent known)
Ardmore Associates		33 North Dearborn Chicago, IL 60602	Construction Management	10%
Frega Associates, Ltd.		411 South Wells St. Chicago, IL 60607	Landscape Architecture	1%
R&G Engineering		2150 South Canalport Ave. Chicago, IL 60608	Construction Management	10%
Material Service Testing		2462 Delta Lane Elk Grove Village, IL 60007	Material Testing	4%

Print James Daum, PE Date 1/27/2015

Contractor/Consultant

CONTRACTOR DELINQUENT DEBT REVIEW



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

Date: 1/27/2015 Project Number: 14-3, 9
Project Name: RR-14-5705, Construction Management Services Upon Request

Sub-Contractor/Consultant Disclosure.

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

If yes, you must identify below, to the extent the information is known, the names, addresses and type of work all Sub-Contractors/Consultants you will be using in the performance of this Contract, together with the anticipated dollar value 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 Contractor/Consultant certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with the State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The Contractor/Consultant further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the Contractor/Consultant or any affiliate is determined to be delinquent in the payment of any debt to the State during the term of the contract.

Contractor/Consultant: Bowman, Barrett & Associates, Inc.

Federal Employment Identification Number (FEIN) [REDACTED]

E-Mail: JDAUM@BBANDAINC.COM

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

Sub-Contractor(s)	Sub-Contractor FEIN	Address	General Type of Work	Anticipated Amount to be Paid (to extent known)
Ardmore Associates	[REDACTED]	33 North Dearborn Chicago, IL 60602	Construction Management	10%
Frega Associates, Ltd.	[REDACTED]	411 South Wells St. Chicag, IL 60607	Landscape Architecture	1%
R&G Engineering	[REDACTED]	2150 South Canalport Ave. Chicago, IL 60608	Construction Management	10%
Material Service Testing	[REDACTED]	2462 Delta Lane Elk Grove Village, IL 60007	Material Testing	4%

Print James Daum, PE Date 1/27/2015

Contractor/Consultant

CONTRACTOR DELINQUENT DEBT REVIEW



STATE OF ILLINOIS
STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: 14-3, Item 2

CONSULTANT NAME: Bowman, Barrett & Associates, Inc.

1. PAYMENT TERMS AND CONDITIONS:

- 1.1 **Late Payment:** Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.
- 1.2 **Minority Consultant 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.
- 1.3 **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.
- 1.4 **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 subConsultants according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>).
- 1.5 **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.
- 1.6 **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 June 30 of any year must be submitted to the State no later than July 31 of that 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.

Vendor(s) are required to attest to the standards set forth in this contract and must include the following statement on every one of their invoices delivered to the Tollway pursuant to statute 605 ILCS 10/16.1.

This statement must be imprinted on the invoice or an attachment attesting to the following statement:

Invoice# _____ Invoice Date _____

"The Seller, _____ (insert vendor name) hereby certifies that the goods, merchandise and wares shipped in accordance with the attached delivery invoice have met all the required standards set forth in the purchasing contract".

Authorized Representative

If the Vendor does not comply with attesting to the statute 605 ILCS 10/16.1 this will cause delay in payment.

All invoices must include original order date to ensure accurate and timely payment processing.

1.6.1 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.

1.6.2 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. **SUBCONTRACTING:** For purposes of this section, subConsultants are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subConsultants in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subConsultants to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subConsultant and the anticipated amount of money that each subConsultant is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within 15 days after execution of this contract. Vendor shall notify the State of any additional or substitute subConsultants hired during the term of this contract. If required, Vendor shall provide to the State a copy of all such subcontracts within 15 days after execution of the subcontract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subConsultant certifications as shown on the Standard SubConsultant Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subConsultants, Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subConsultant will receive pursuant to the Contract.
4. **AUDIT/RETENTION OF RECORDS:** Vendor and its subConsultants 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 three years from the later of the date of final payment under the contract or completion of the contract, and by the subConsultant for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subConsultants must retain its records for five years. 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, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subConsultants 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 subConsultants shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.

5. **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.
6. **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.
7. **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.
8. **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subConsultants, 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.
9. **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.
10. **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the Tollway and State of Illinois, their 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, subConsultants or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.
11. **INSURANCE:** Vendor shall, at all time during the term and any renewals maintain and provide a Certificate of Insurance naming the State as additional insured for all required bonds and insurance. Certificates may not be

modified or canceled until at least 30 days notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

12. **INDEPENDENT CONSULTANT:** Vendor shall act as an independent Consultant and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
13. **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.
14. **COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subConsultants 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.
15. **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 subConsultants officers, employees or agents. Vendor or subConsultant shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.
16. **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 (www.ilga.gov/legislation/ilcs/ilcs.asp).
17. **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.
18. **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.
19. **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.
20. **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.

21. **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.
22. **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.
23. **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.
24. **WARRANTIES FOR SUPPLIES AND SERVICES:**
 - 24.1 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.
 - 24.2 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.
 - 24.3 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.
25. **REPORTING, STATUS AND MONITORING SPECIFICATIONS:**
 - 25.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.
 - 25.2 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.

26. **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.

27. **SUPPLEMENTAL PROVISIONS**

27.1 **TOLLWAY SUPPLEMENTAL PROVISIONS**

27.1.1 **Agents and Employees:**

Vendor shall be responsible for the negligent acts and omissions of its agents, employees and **subConsultants 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.

27.1.2 **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.

27.1.3 **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.

27.1.4 **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.

27.1.5 **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.

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

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

27.1.5.3 The Tollway is not currently an appropriated agency.

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

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

27.3 VENDOR SUPPLEMENTAL PROVISIONS

Vendor Supplemental Provisions:

STATE OF ILLINOIS

SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

ATTACHMENT CC

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

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

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

Agreed: Bowman, Barrett & Associates, Inc.	Agreed: Illinois Tollway
By: James Daurio	By:
Signed: _____	Signed:
Position: President	Position:
Date: 03/04/2015	Date:



**SubConsultant Information/Delinquent Debt Review
Consultant/Consultant
Sub Consultant/Consultant
FEIN**

Date: 03/04/2014

Project Number: 14-3 Item 2

Project Name: RR-14-4222, Tri-State Tollway, Bridge Rehabilitation/Reconstruction, BNSF Railroad Bridge (MP 26.6)

DELINQUENT DEBT REVIEW

Sub Consultant/Consultant Disclosure.

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

If yes, you must identify below, to the extent the information is known, the names, addresses and type of work all Sub-Consultants/Consultants you will be using in the performance of this Contract, together with the anticipated dollar value each is expected to receive pursuant to this Contract. The State may request updated information at any time. For purposes of this section Sub-Consultants/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 subConsultant certifications as shown on the Standard SubConsultant Certification form available from the State.

Delinquent Payment. The Consultant/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/Consultant further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the Consultant/Consultant or any affiliate is determined to be delinquent in the payment of any debt to the State during the term of the contract.

CONSULTANT

Consultant/Consultant: Bowman, Barrett & Associates, Inc.

Federal Employment Identification Number (FEIN) [REDACTED]

E-Mail: JDAUM@BBANDAINC.COM

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

<u>Sub-Consultant(s)</u>	<u>Sub-Consultant FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Amount to be Paid (to extent known)</u>
Christopher B. Burke Engineering	[REDACTED]	9575 West Higgins Road Rosemont, IL 60018	Environmental/ Drainage	10%
ABNA Engineering Inc.	[REDACTED]	9901 South Western Ave. Chicago, IL 60643	Structural Support	9%
EFK Moen	[REDACTED]	125 South Wacker Chicago, IL 60606	Structural Support	4%
See Additional Page	[REDACTED]			

Signature

James Daum

Date 03/04/2015

Print Name

Sub-Contractor(s)	Sub-Contractor FEIN	Address	General Type of Work	Anticipated Amount to be Paid (to extent known)
Frega Associates, Ltd.	[REDACTED]	411 South Wells Street Chicago, IL 60607	Landscape Architectre	.75%
Sanchez & Associates		8604 West Catalpa Ave Chicago, IL 60656	Survey	4%
Wang Engineering		1145 North Main Street Lombard, IL 60148	Geotechnical	6%

Contract Information Sheet

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

Consultant Name: Bowman, Barrett, and Associates, Inc.

Contract Number: RR-14-4222

Proposal Date: 7/6/2015

Exhibit Pointers Editable cells in each exhibit are underlined in red
Notes and guidance for each exhibit are on the right of the exhibits in yellow text boxes
A full set of instructions to complete the exhibits is available on the Tollway's website

Contract Number: RR-14-4222 Consultant: Bowman, Barrett, and Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2015												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Master Plan									400	500	600	600	2100
Concept Plans (30%) Phase II Plans									140	100	100	100	440
Meetings, Coordination, General Activities									96	16	16	16	144
QA/QC									40	40	40	40	160
Admin/Management													
TOTALS									676	656	756	756	2844

Contract Number: RR-14-4222 Consultant: Bowman, Barrett, and Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2016												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Master Plan	700	700	700	700	700	700	600	492						5292
Concept Plans (30%)				60	300	400	400	500	260	32				1952
Phase II Plans												600	600	1200
Meetings, Coordination,	80	80	80	150	100	100	100	200	200	100	120	120	120	1430
General Activities	16	16	16	16	16	16	30	16	16	30	16	16	16	220
QA/QC	40	40	40	40	40	40	40	40	40	40	40	40	40	480
Admin/Management														
TOTALS	836	836	836	966	1156	1256	1170	1248	516	202	776	776	776	10574

Contract Number: RR-14-4222 Consultant: Bowman, Barrett, and 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				
Master Plan																
Concept Plans (30%)	860	860	1000	1000	1000	1000	1000	1000	1000	1000	800	92	10612			
Phase II Plans																
Meetings, Coordination, General Activities	120	120	120	200	160	160	160	200	160	200	60	6	1666			
QA/QC	16	16	16	40	16	40	40	16	40	40	16	16	288			
Admin/Management	40	40	40	40	40	40	36	36	36	36	12	3	399			
TOTALS	1036	1036	1176	1280	1216	1216	1236	1252	1236	1276	888	117	12965			

Contract Number: RR-14-4222 Consultant: Bowman, Barrett, and 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			
Master Plan															
Concept Plans (30%) Phase II Plans															
Meetings, Coordination, General Activities	2	2	2	2	2	2	2	2	2	2	2	2	2	2	24
QA/QC															
Admin/Management	2	2	2	2	2	2	2	2	2	2	2	2	2	2	24
TOTALS	4	4	4	4	4	4	4	4	4	4	4	4	4	4	48

Contract No.: RR-14-4222 Consultant: Bowman, Barrett, and Associates, Inc.

Date: 7/6/2015

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 40 No. OF MONTHS
 SCHEDULED START DATE: 9/1/2015
 RAISE DATE: 1/1/2016
 PERCENT OF RAISE: 3%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date
9/1/2015	12/31/2015	1/1/2016	12/31/2016	1/1/2017	12/31/2017
4.0	40.0	12.0	40.0	12.0	40.0
10.00%	Escalation Factor First Period	30.90%	Escalation Factor Second Period	31.83%	Escalation Factor Third Period
				32.78%	Escalation Factor Fourth Period
					Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date
40.0	40.0	40.0	40.0	40.0	40.0
	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: 105.51%

Contract No.: RR-14-4222

Consultant: Bowman, Barrett, and Associates, Inc.

Date: 7/6/2015

Escalation Factor: 105.51%

(From Exhibit C-1)

<u>EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES</u>							<u>DIRECT COST OVERTIME PREMIUM</u>	
						Total Estimated Work Hours: <u>26,431.00</u>	Total Estimated O/T Hours: _____	
						Average Hourly Rate: <u>\$44.30</u>	Average Premium O/T Hourly Rate: _____	
						Total Direct Labor <u>\$1,170,893.30</u>	Total Overtime Premium: _____	
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	384.00		
No	Project Manager	\$40.00	\$70.00	\$64.50	\$68.05	2,150.00		
No	Senior Engineer/Planner	\$40.00	\$70.00	\$51.11	\$53.93	3,200.00		
No	Resident Engineer	\$40.00	\$70.00	\$45.50	\$48.01	3,800.00		
No	Project Engineer/Planner	\$25.00	\$60.00	\$40.25	\$42.47	4435.00		
No	Staff Engineer/Planner	\$20.00	\$40.00	\$29.50	\$31.13	3470.00		
No	Engineer /Accountant	\$20.00	\$60.00	\$38.00	\$40.09	3500.00		
No	Senior Technical Specialist	\$25.00	\$60.00	\$41.36	\$43.64	2150.00		
No	Technical Specialist	\$15.00	\$50.00	\$34.33	\$36.22	2550.00		
No	Architect	\$30.00	\$70.00					
No	Realty Specialists	\$20.00	\$70.00					
No	Intern	\$8.25	\$20.00	\$20.00	\$21.10	150.00		
No	Admin/Clerical	\$8.25	\$40.00	\$24.50	\$25.85	642.00		

Contract No.: RR-14-4222

Consultant: Bowman, Barrett, and Associates, Inc.

Date: 7/6/2015

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	Engineer VIII	Ross Anderson	\$50 - \$70
	Engineer VIII	James Daum	
	Engineer VIII	Sandor Ferenczi	
Project Manager	Engineer VII	Joseph Abruzzo	\$40 - \$70
	Engineer VII	Donato Brescia	
	Engineer VII	D. David Moses	
	Engineer VII	Dirk B. Fuqua	
	Engineer VII	Brent Kunz	
	Engineer VII	Jason Loo	
Senior Engineer/Planner	Engineer VI	Daniel Filice	\$40 - \$70
	Engineer VI	E.G. Hessenthaler	
	Engineer VI	Yi-Ming Lan	
	Engineer VI	Bradley McMullen	
	Engineer VI	Russell Randich	
	Engineer VI	Robert Rose	
	Engineer VI	Richard Rudnicki	
	Engineer VI	Dennis Sadowski	
Resident Engineer	Engineer V	Robert Anderson	\$40 - \$70
	Engineer V	Oscar Coronado	
	Engineer V	John Leary	
Project Engineer/Planner	Engineer IV	Rosalva Adan	\$25 - \$60
	Engineer IV	Jackeline Avino-Miranda	
	Engineer IV	James Kibbons	
	Engineer IV	Octavio Lopez	

Contract No.: RR-14-4222

Consultant: Bowman, Barrett, and Associates, Inc.

Date: 7/6/2015

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
Staff Engineer/Planner	Engineer I/II	Calvin Austiff	\$20 - \$40
	Engineer I/II	Andrew Cecchi	
	Engineer I/II	Jacob Cross	
	Engineer I/II	Caitlin Jankovich	
	Engineer I/II	Christine Rhoades	
	Engineer I/II	Joshua Starzyk	
	Engineer I/II	Collin Wilcox	
Engineer /Accountant	Engineer III	Bryan Crader	\$20 - \$60
	Engineer III	Samaan Issa	
	Engineer III	Alexander Lau	
	Engineer III	Rebecca Wingate	
	Engineer III	Jordan Christensen	
Senior Technical Specialist	CADD Technician III	Raymond Davis	\$25 - \$60
	CADD Technician III	C. Edward Dersch	
	CADD Technician III	Eugenie Panganiban	
	CADD Technician III	Marinela Reglos	
	Surveyor III	John Ducci	
	Arch/Eng Technicain II	Robert Sierzega	
	Inspector II	Thomas Barrett	
	Inspector II	Christian Heide	
Technical Specialist	CADD Technician II	Michael Kacmarek	\$15 - \$50
	CADD Technician II	Igor Kalinin	
	CADD Technician II	Laura Mueller	
Architect			\$30 - \$70

Contract No.: RR-14-4222

Consultant: Bowman, Barrett, and Associates, Inc.

Date: 7/6/2015

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Realty Specialists			\$20 - \$70
Intern	Intern	Domantas Darkus	\$8.25 - \$20
	Intern	Gavin Taves	
	Intern	Weixi Li	
Admin/Clerical	Administrative Assistant	Margaret Mott	\$8.25 - \$40

Direct Costs Summary

	DESCRIPTION	Unit	Unit Cost	Comments
1	Equipment Rental			
	Bucket Truck/Van	Week	\$ 1,000.00	
	Fuel for Equipment	Gallon	\$ 4.00	
	Insurance	Each Policy	Actual Cost	
	Light Tower	Week	\$ 350.00	
2	Permits and Other Fees			
	Right of Entry Permits			
	Application Fee:	Each	\$ 750.00	
	Permit Fee: (estimated, pricing cannot be determined until formal permit application and fee are received.	Each Site	Actual Cost	Estimated-Actual Cost to be determined by agency
	Flagging	Each Day	Actual Cost	(Estimated \$1200 per day)
	RR Protection Liability Insurance	Each Policy	Actual Cost	
	RR Design Review Fee			
	BNSF RR	Each contract	\$ 20,000.00	Estimated-Actual Cost to be determined by agency
METRA	Each contract	\$ 20,000.00	Estimated-Actual Cost to be determined by agency	
Local Agency Permitting	Each Permit	Actual Cost		
3	Lane Closures			
	Daytime Closure	Each Closure, Each Day	\$ 1,200.00	
	Nighttime Closure	Each Closure, Each Night	\$ 1,500.00	
4	Printing			
	Reports, Technical Memorandums, Computations, Plans, Specifications, and Contract Documents			
	(8.5" x 11" Black/White)	Each page	\$ 0.50	Estimated Cost shown
	(11" x 17" Black/White)	Each page	\$ 1.00	Estimated Cost shown
	(8.5" x 11" Color)	Each page	\$ 1.25	Estimated Cost shown
	(11" x 17" Color)	Each page	\$ 3.00	Estimated Cost shown
	(Binding & collating)	Each Report	\$ 7.00	Estimated Cost shown

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

Cell Phones	Unallowable
Radio Communication	Actual Cost
2-way Radio	Actual Cost

Vehicles (Only for Vehicles assigned to project)

Rental (Daily Rate Only) - Including Tolls	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day

The number of days will be calculated as follows:

For extended stay**- Number of days on job site plus one

Day to travel to and from job site

Weekly (hotel) – Number of days on job site plus one day to

Travel to and from job site per week.

Shift Differential Actual Cost based on firm policy

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

NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CSE Manual allowance.

Contract No.: RR-14-4222

Consultant: Bowman, Barrett, and Associates, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: James Daum, PE

Project Manager: Daniel Filice, PE, SE

Project Engineer: D. David Moses, PE

Resident Engineer: Robert Anderson, PE, SE

Documentation Engineer: _____

Project Civil Engineer: James Kibbons, PE

Project Structural Engineer: Joseph Abruzzo, PE, SE

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Ross Anderson, PE

Classification: Engineer VIII

Name: Sandor Ferenczi, PE, SE

Classification: Engineer VIII

Name: Jackeline Avino-Miranda, PE

Classification: Engineer IV

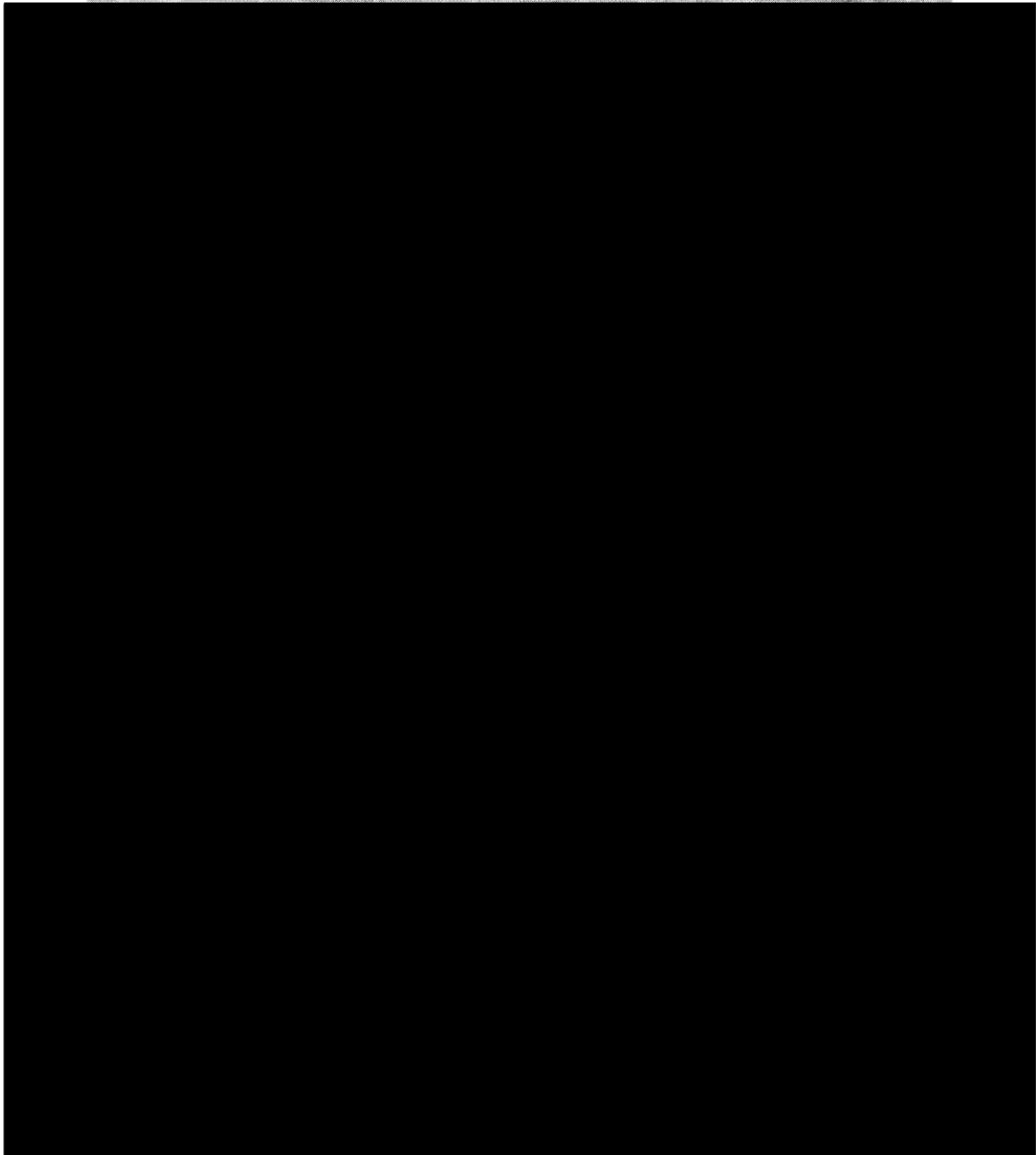
Name: Bryan Crader, PE

Classification: Engineer III

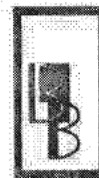
James Daum, PE
Project Principal



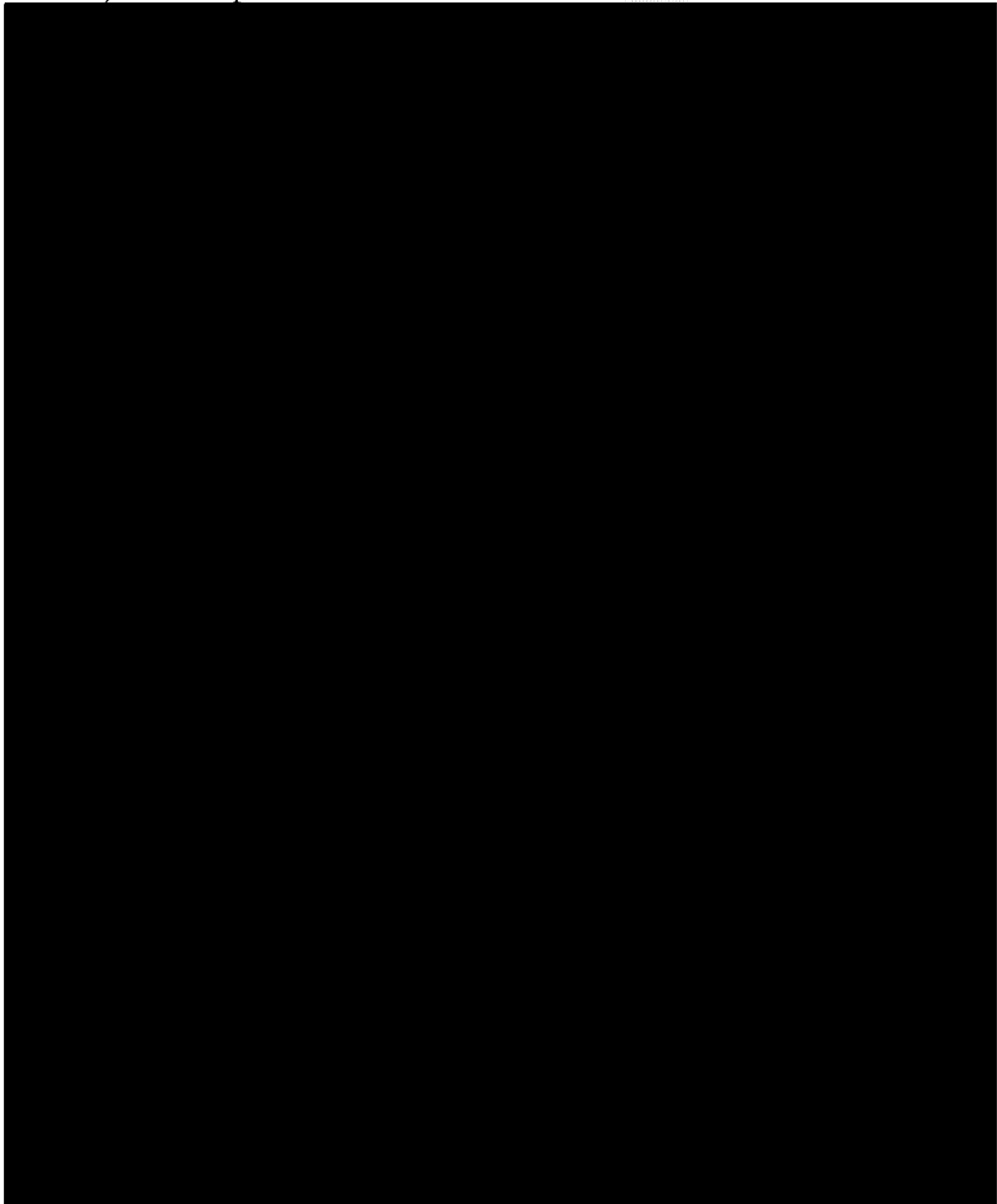
**BOWMAN, BARRETT
& ASSOCIATES INC**
CONSULTING ENGINEERS



James Daum, PE
Project Principal



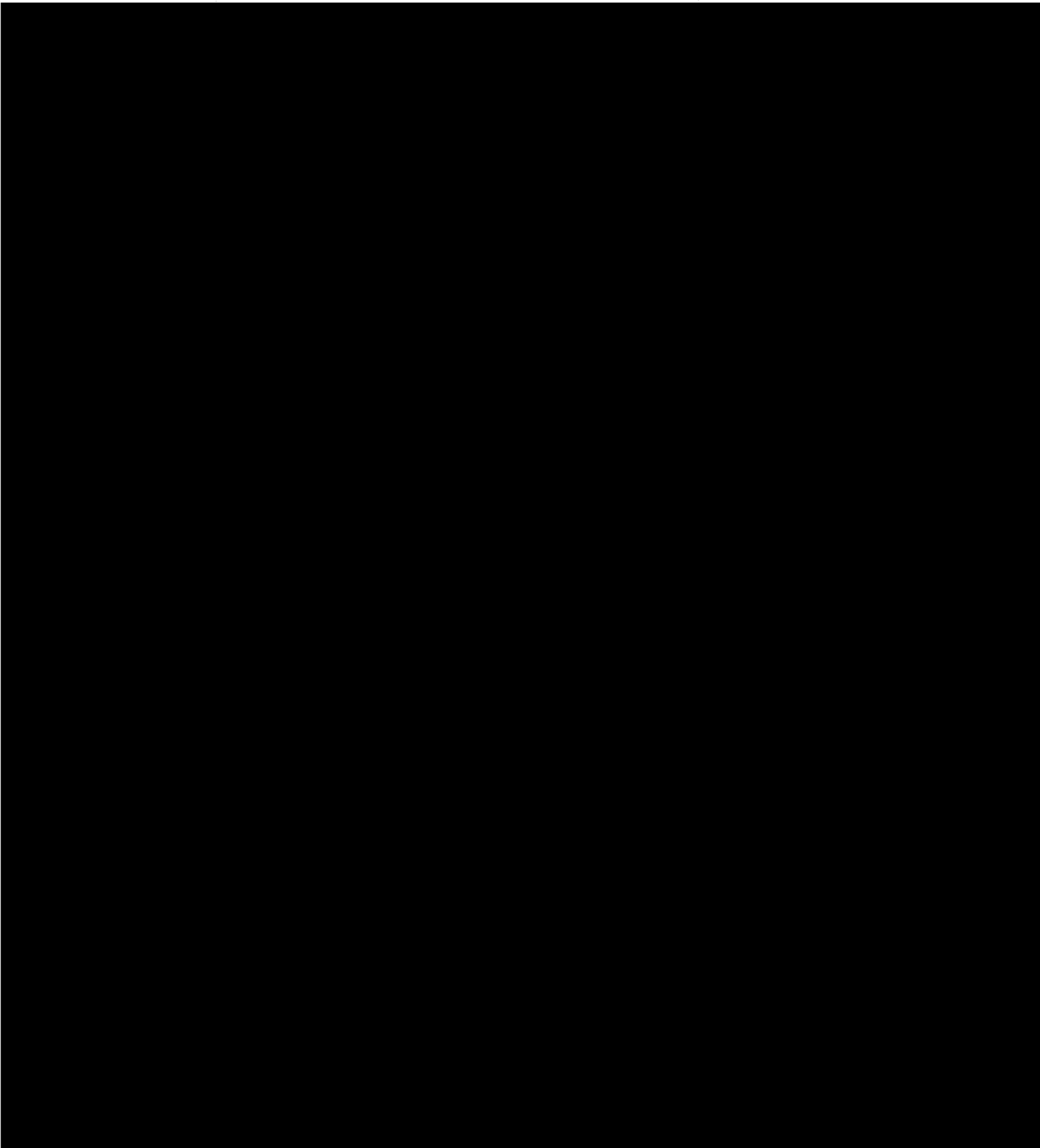
**BOWMAN, BARRETT
& ASSOCIATES INC**
CONSULTING ENGINEERS



Daniel Filice, PE, SE
Project Manager



**BOWMAN, BARRETT
& ASSOCIATES INC**
CONSULTING ENGINEERS

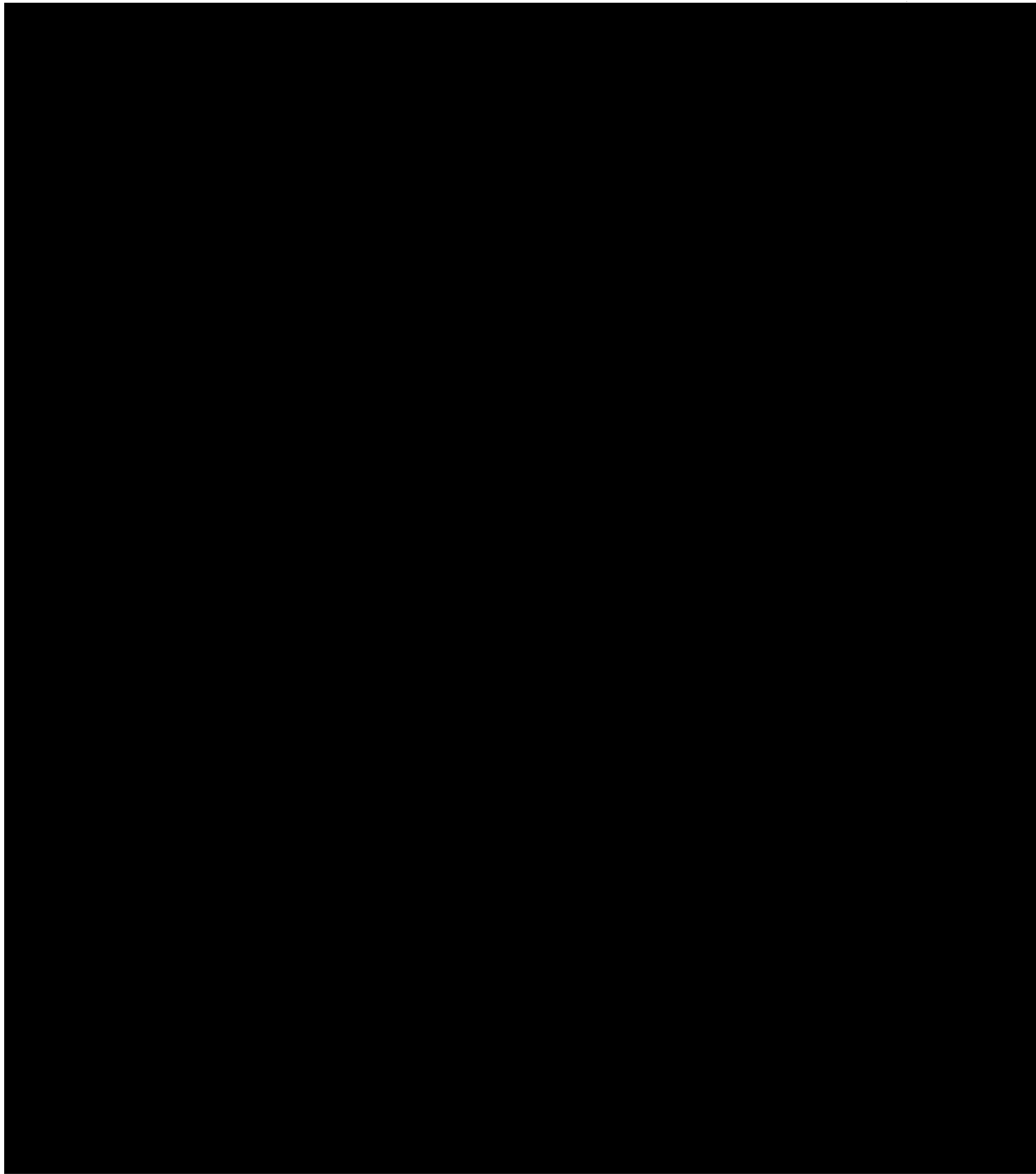


each direction of travel to four lanes, two through bridges, three crossroad bridges, retaining walls and noise wall from north of highway

Daniel Filice, PE, SE
Project Manager



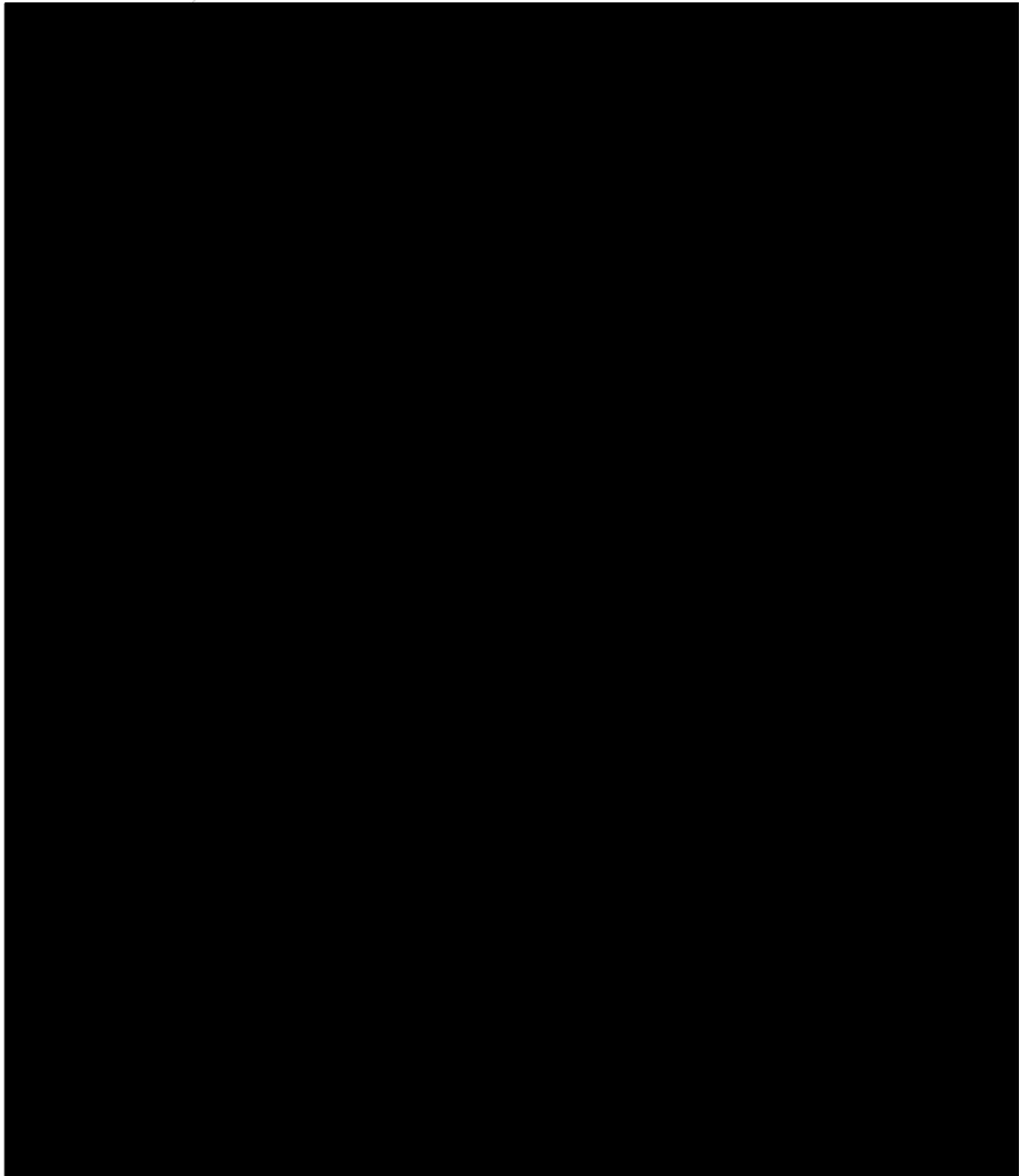
**BOWMAN, BARRETT
& ASSOCIATES INC**
CONSULTING ENGINEERS



D. David Moses, PE
Deputy Project Manager/ Project Engineer



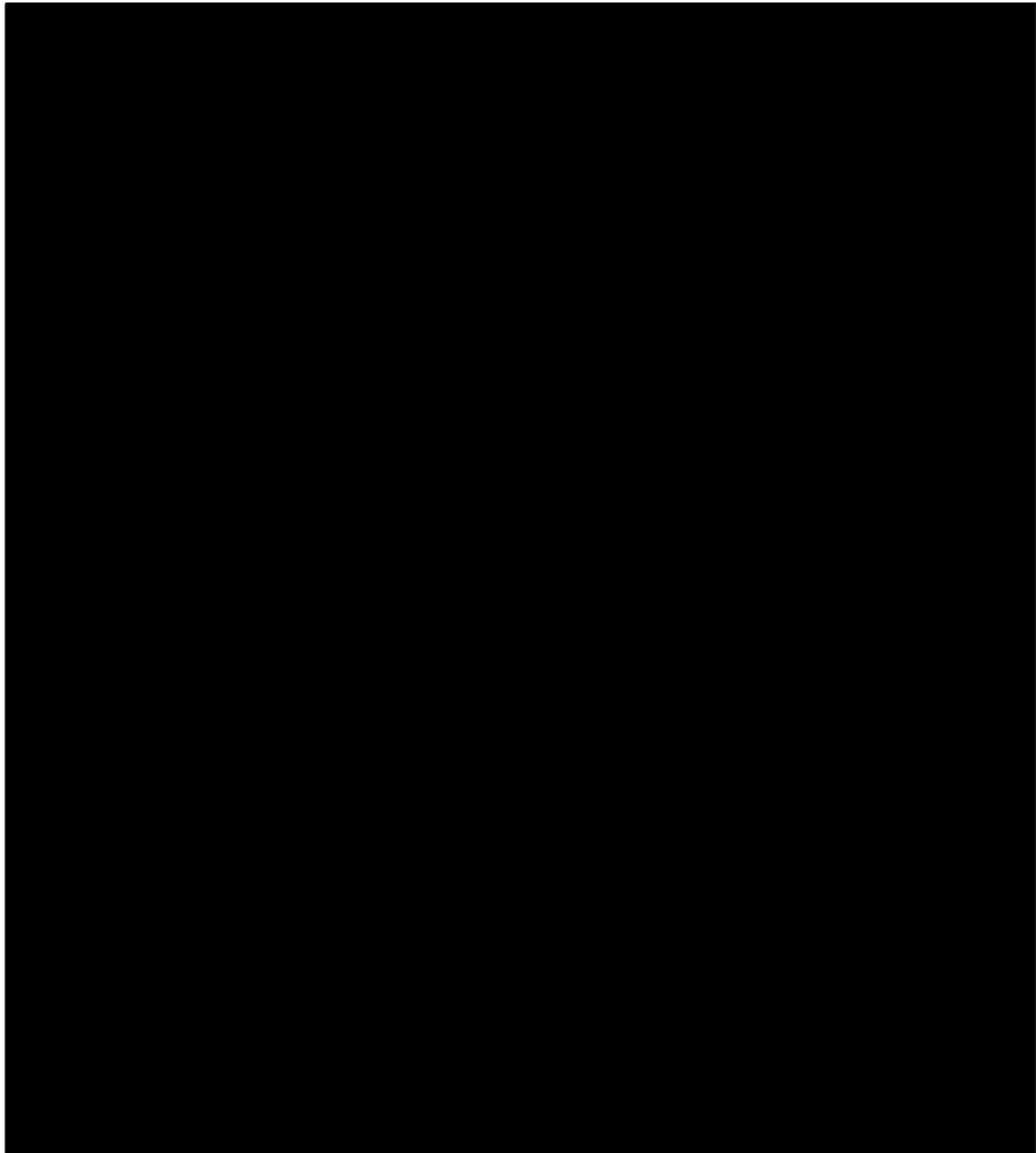
**BOWMAN, BARRETT
& ASSOCIATES INC**
CONSULTING ENGINEERS



D. David Moses, PE
Deputy Project Manager/ Project Engineer



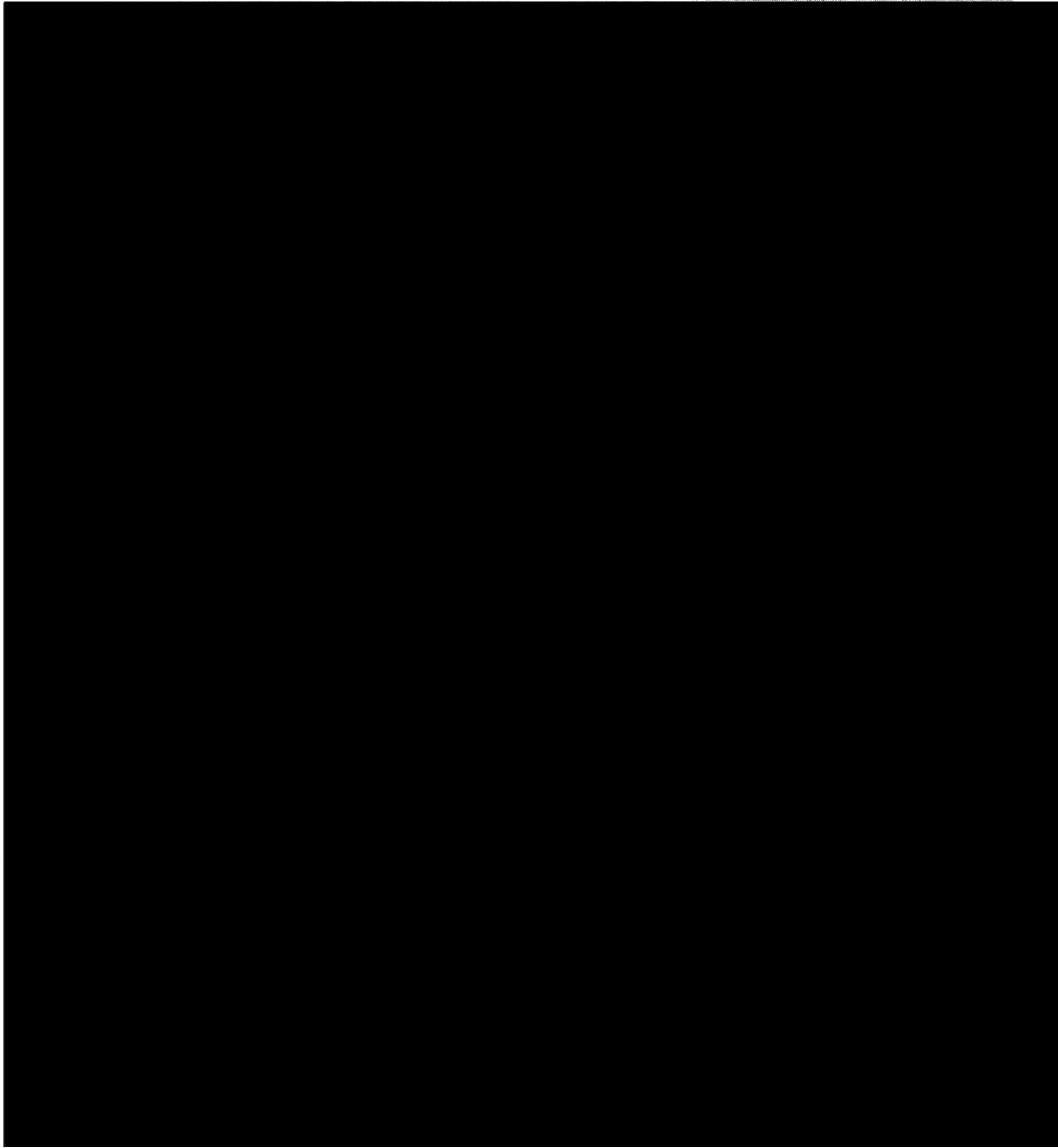
**BOWMAN, BARRETT
& ASSOCIATES INC**
CONSULTING ENGINEERS



Robert T Anderson, PE, SE
Structural Engineer



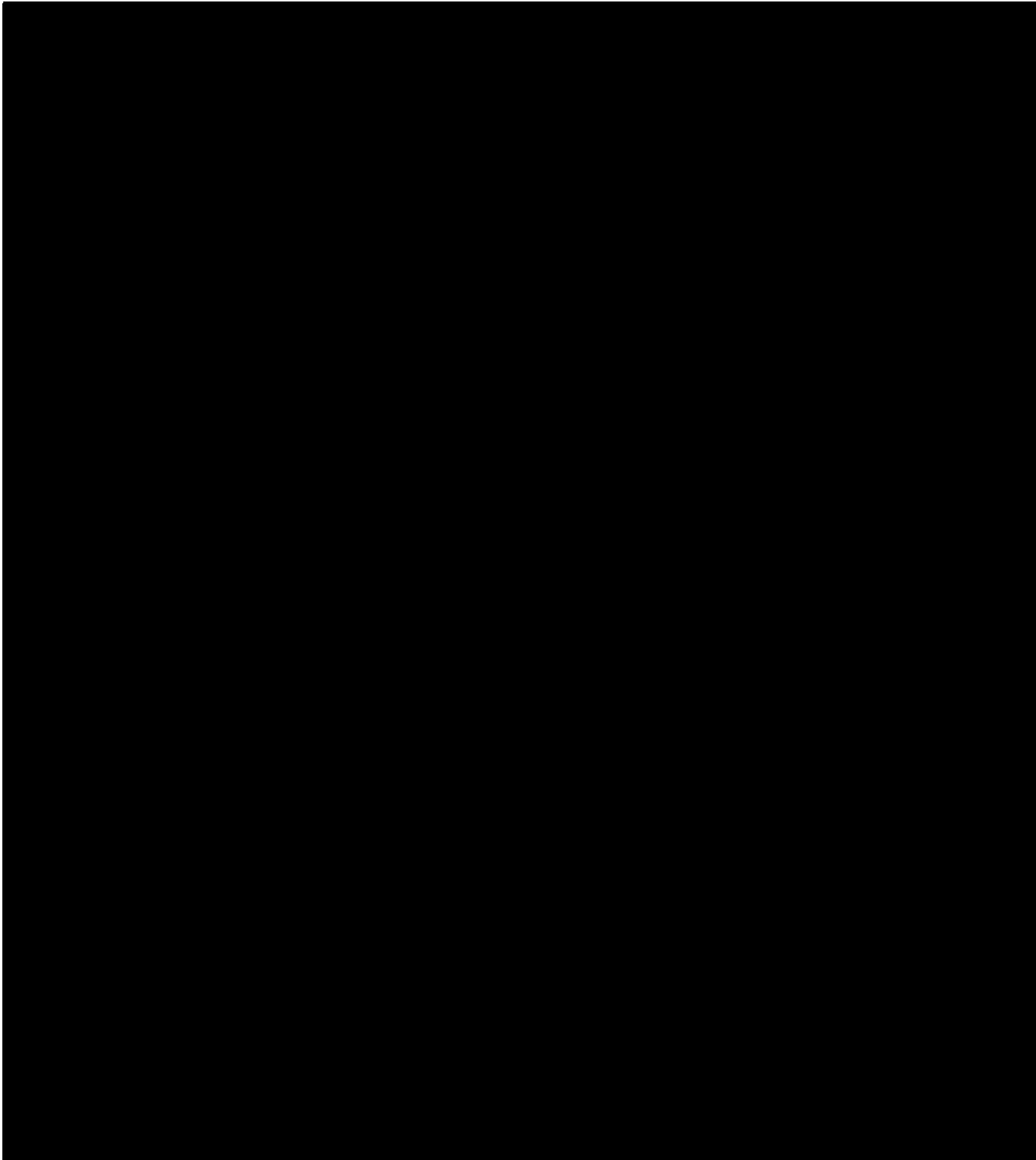
**BOWMAN, BARRETT
& ASSOCIATES INC**
CONSULTING ENGINEERS



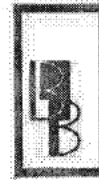
Robert T Anderson, PE, SE
Structural Engineer



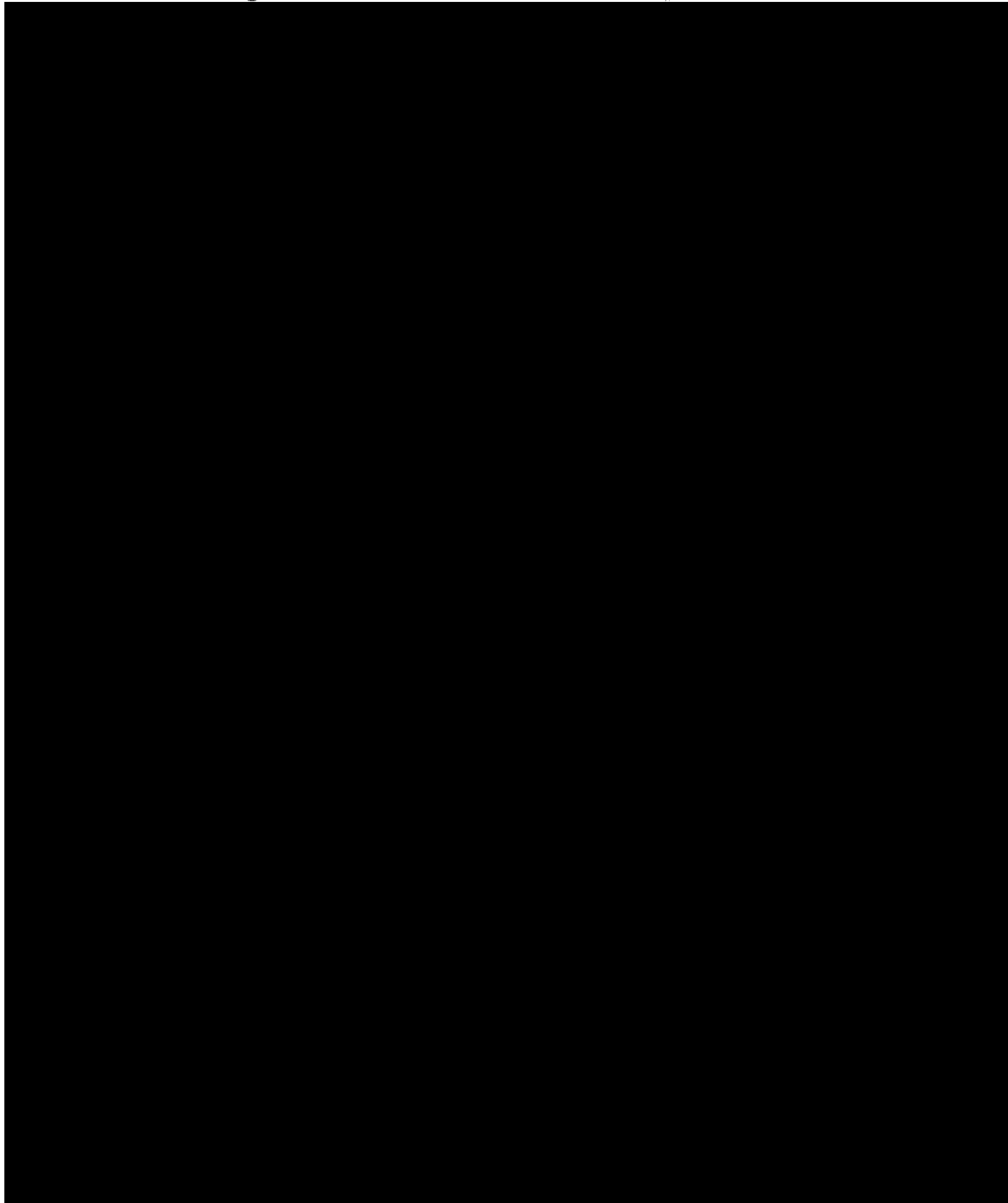
**BOWMAN, BARRETT
& ASSOCIATES INC**
CONSULTING ENGINEERS



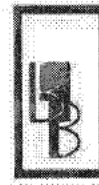
James Kibbons, PE
Railroad Design Lead



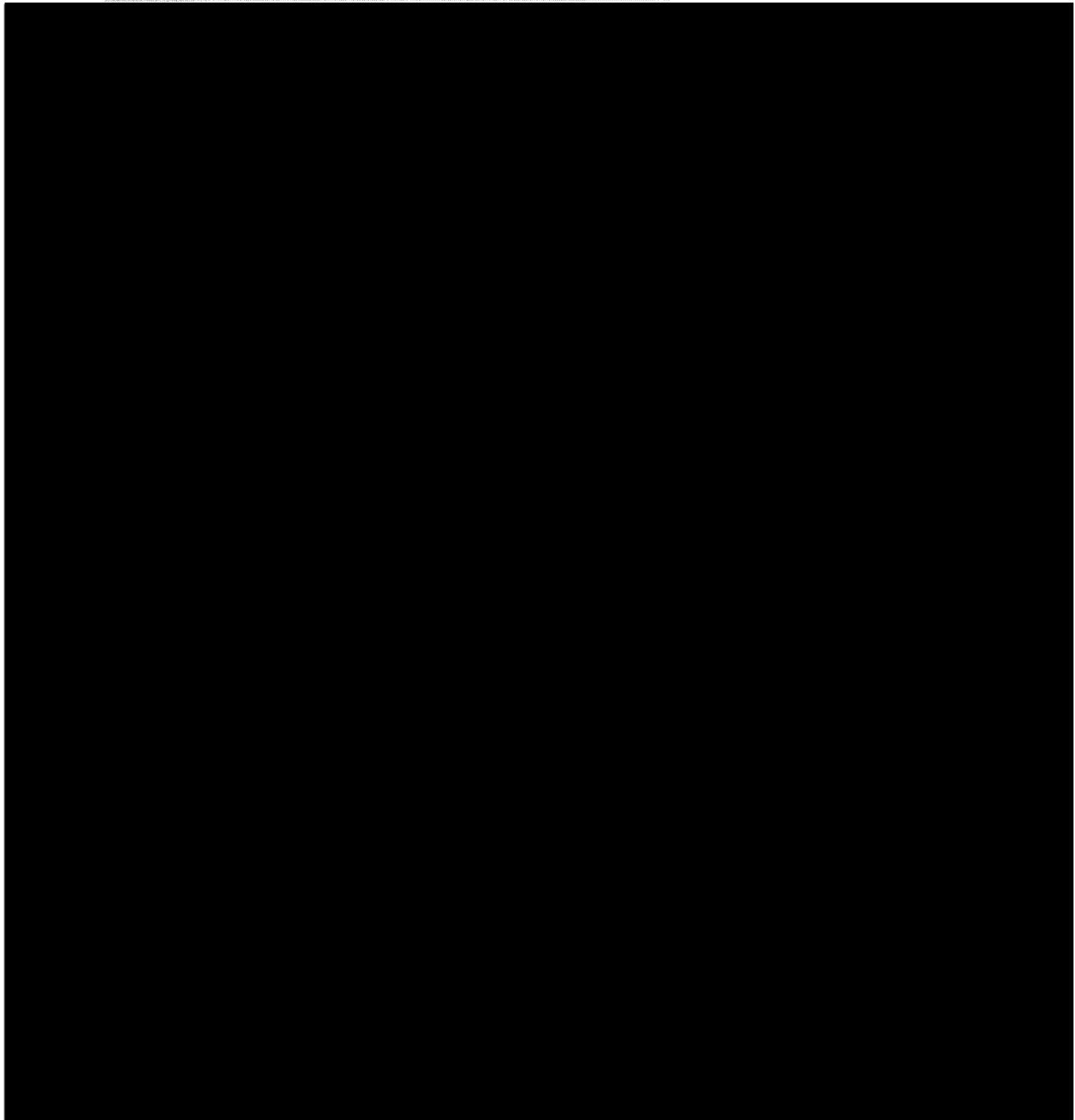
**BOWMAN, BARRETT
& ASSOCIATES INC**
CONSULTING ENGINEERS



James Kibbons, PE
Railroad Design Lead



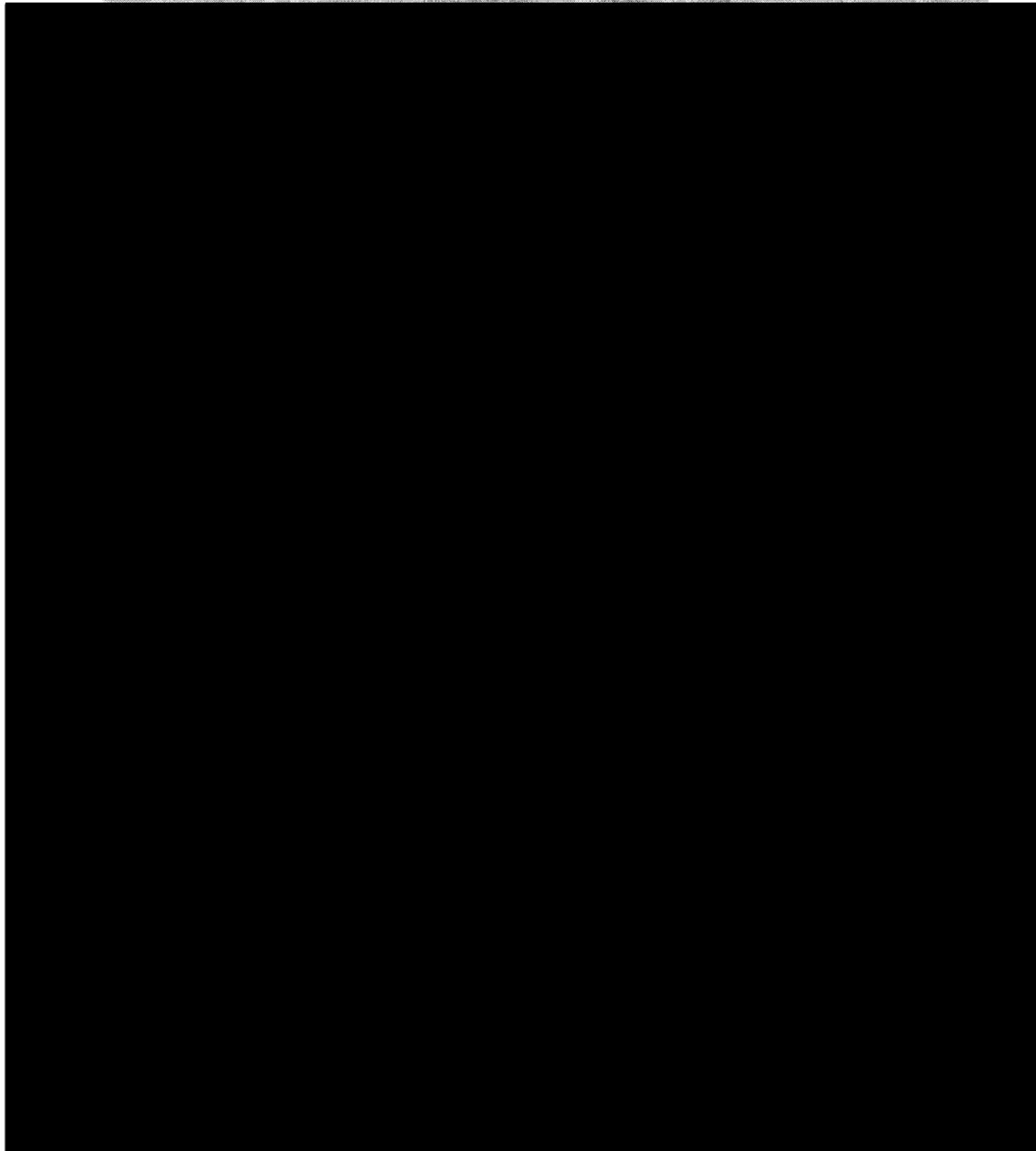
**BOWMAN, BARRETT
& ASSOCIATES INC**
CONSULTING ENGINEERS



Joseph Abruzzo, PE, SE
Railroad Design Lead



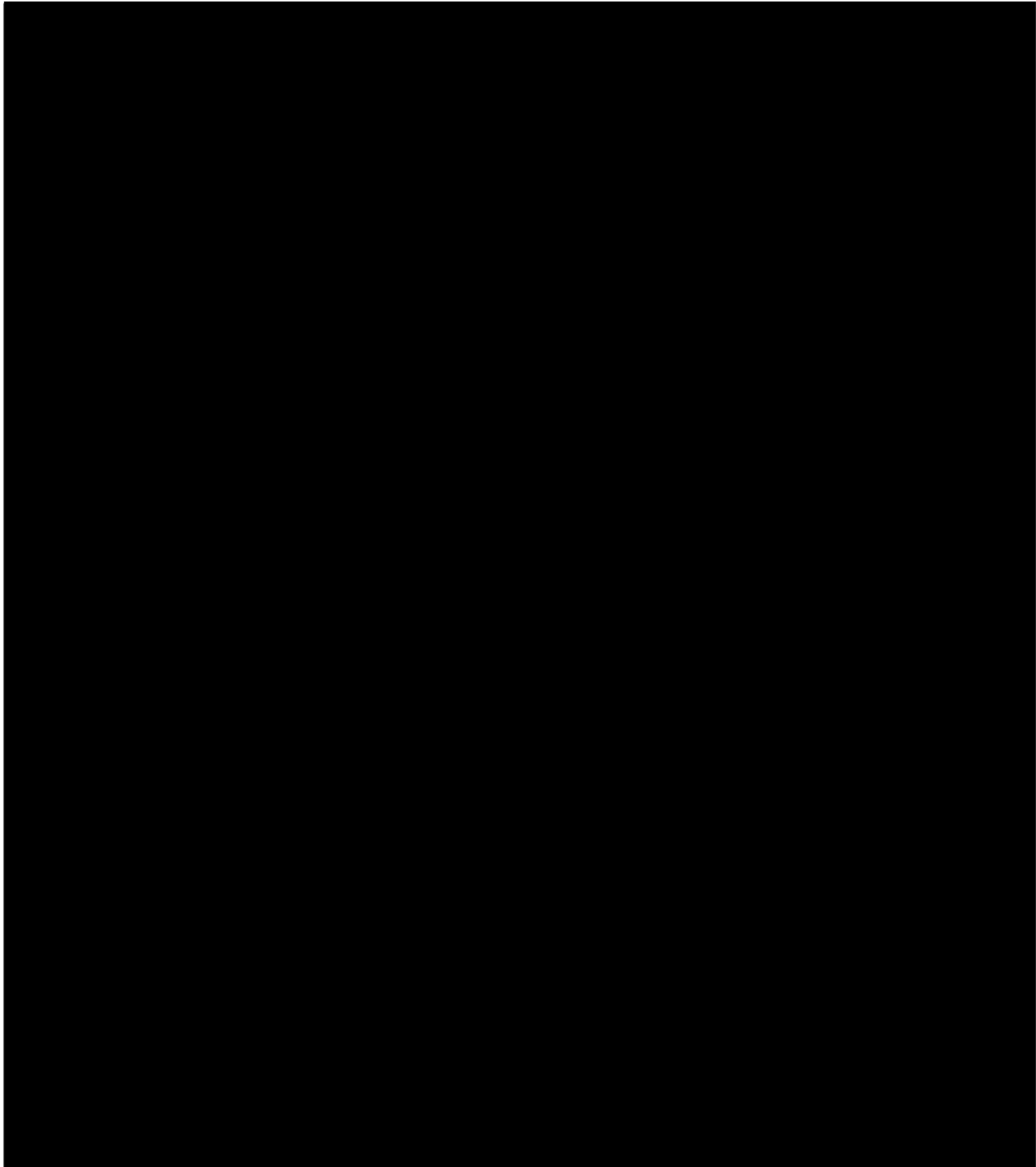
**BOWMAN, BARRETT
& ASSOCIATES INC**
CONSULTING ENGINEERS



Joseph Abruzzo, PE, SE
Railroad Design Lead



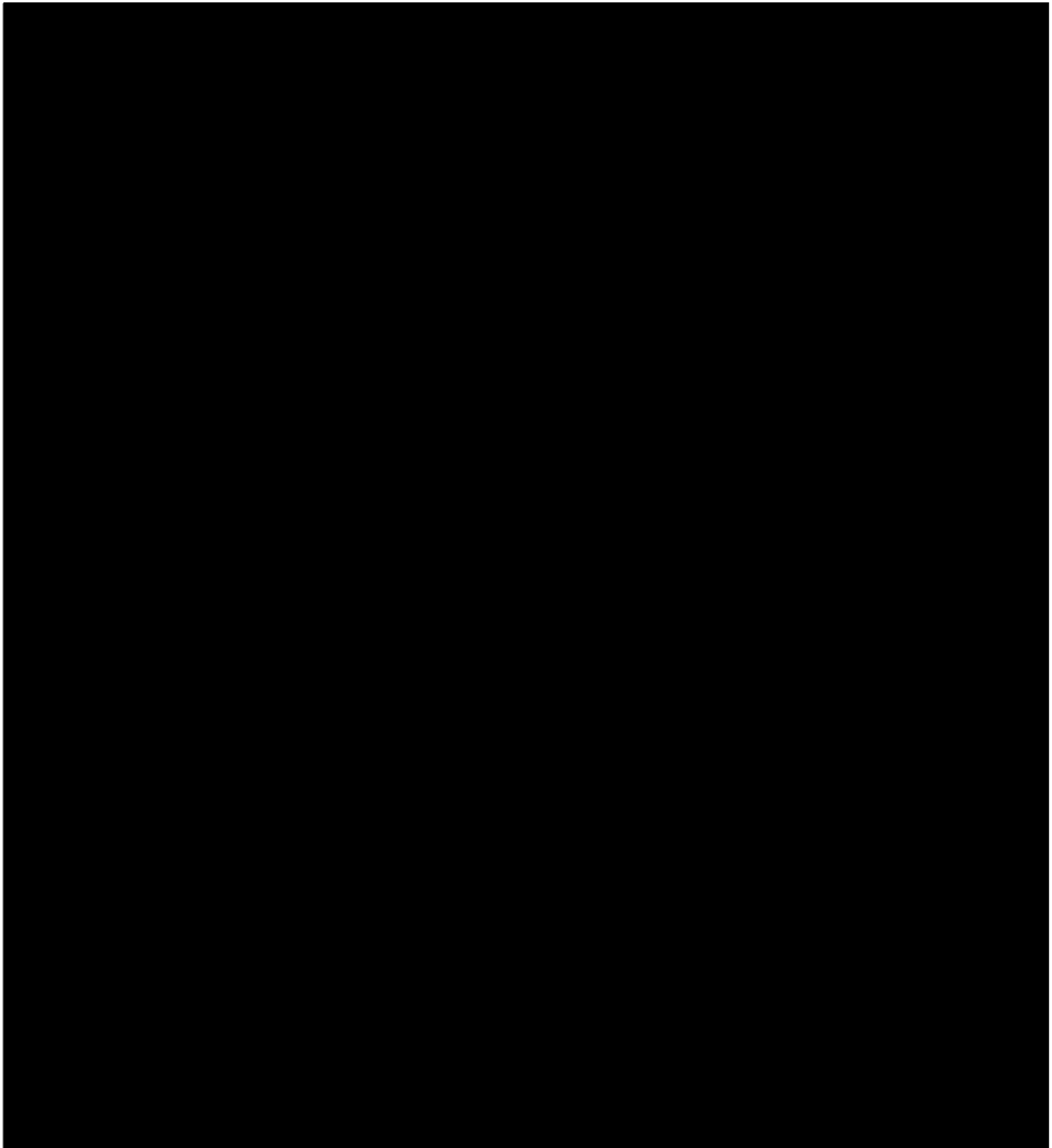
**BOWMAN, BARRETT
& ASSOCIATES INC**
CONSULTING ENGINEERS



Ross K. Anderson, PE
Roadway Quality Assurance



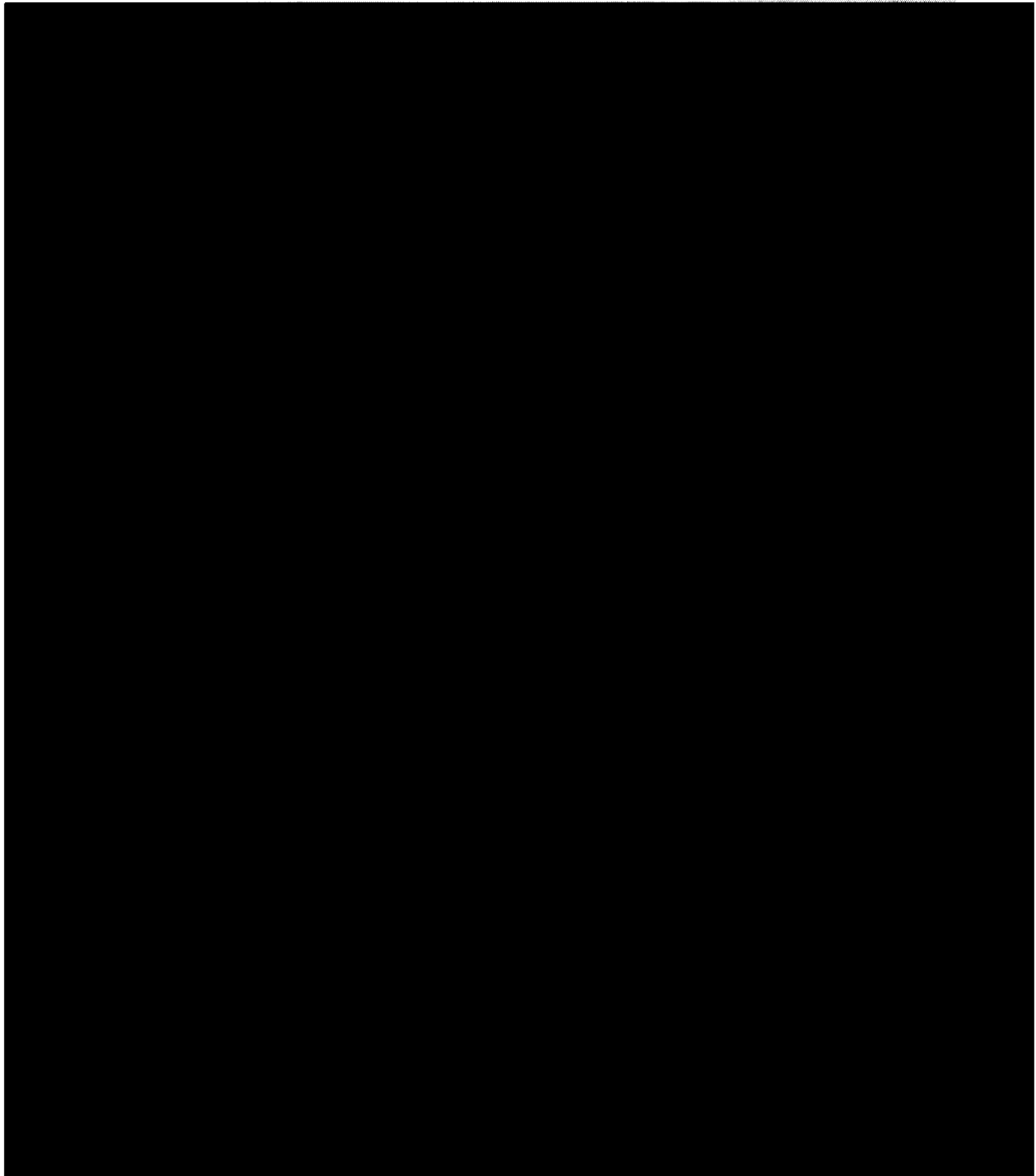
**BOWMAN, BARRETT
& ASSOCIATES INC**
CONSULTING ENGINEERS



Ross K. Anderson, PE
Roadway Quality Assurance



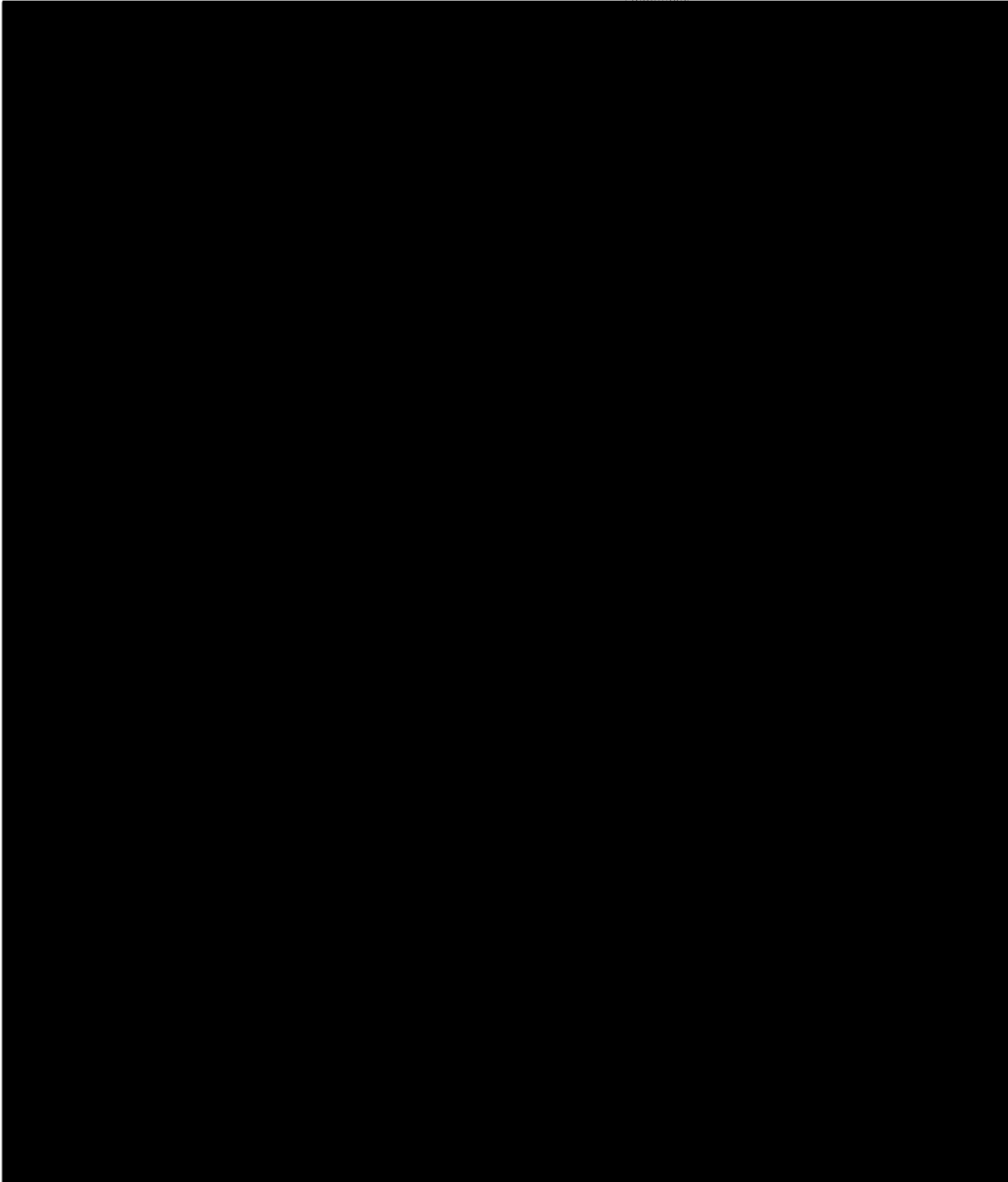
**BOWMAN, BARRETT
& ASSOCIATES INC**
CONSULTING ENGINEERS



Sandor Ferenczi, PE, SE
Structural Quality Assurance



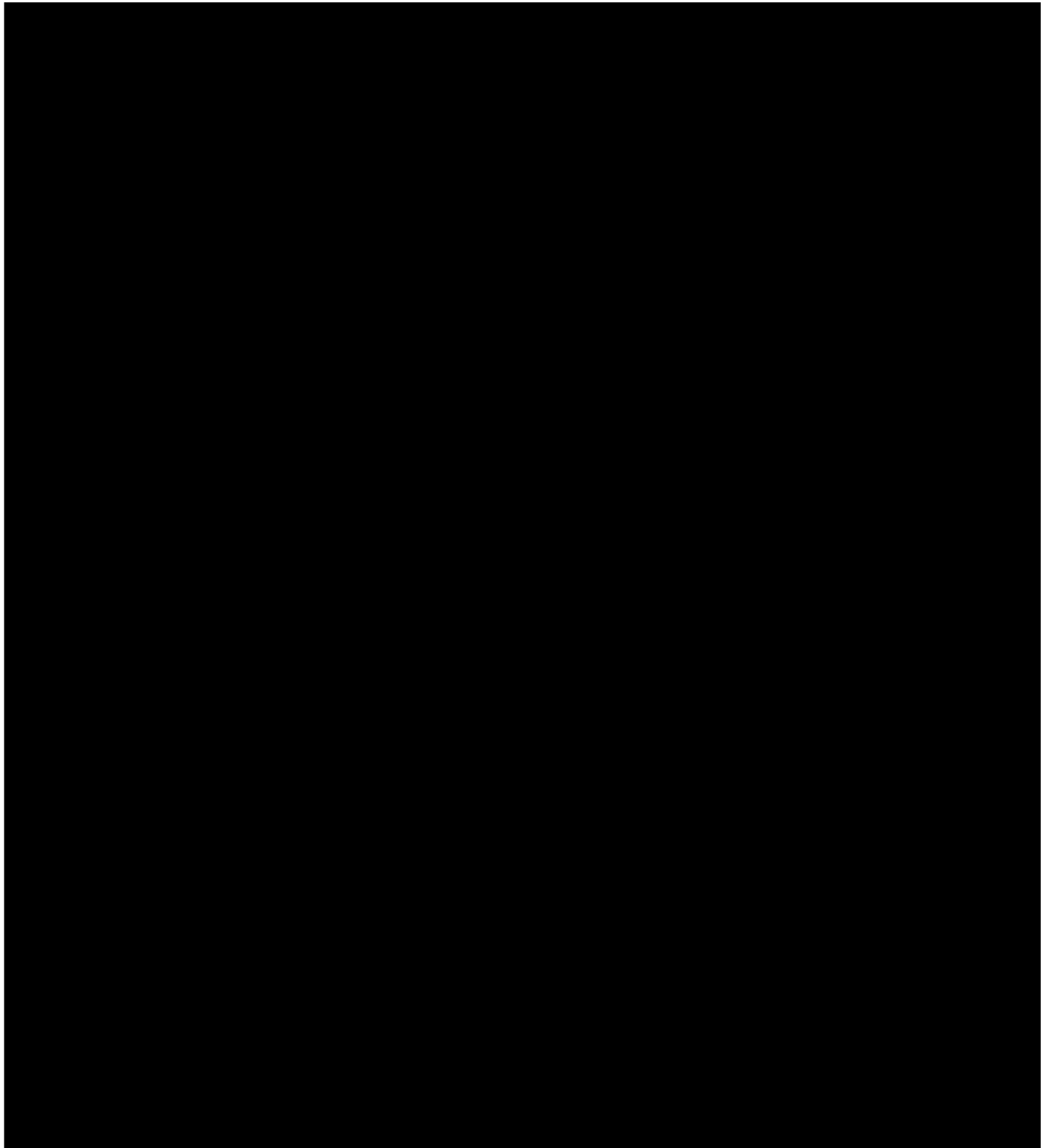
**BOWMAN, BARRETT
& ASSOCIATES INC**
CONSULTING ENGINEERS



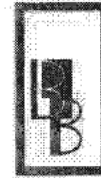
Sandor Ferenczi, PE, SE
Structural Quality Assurance



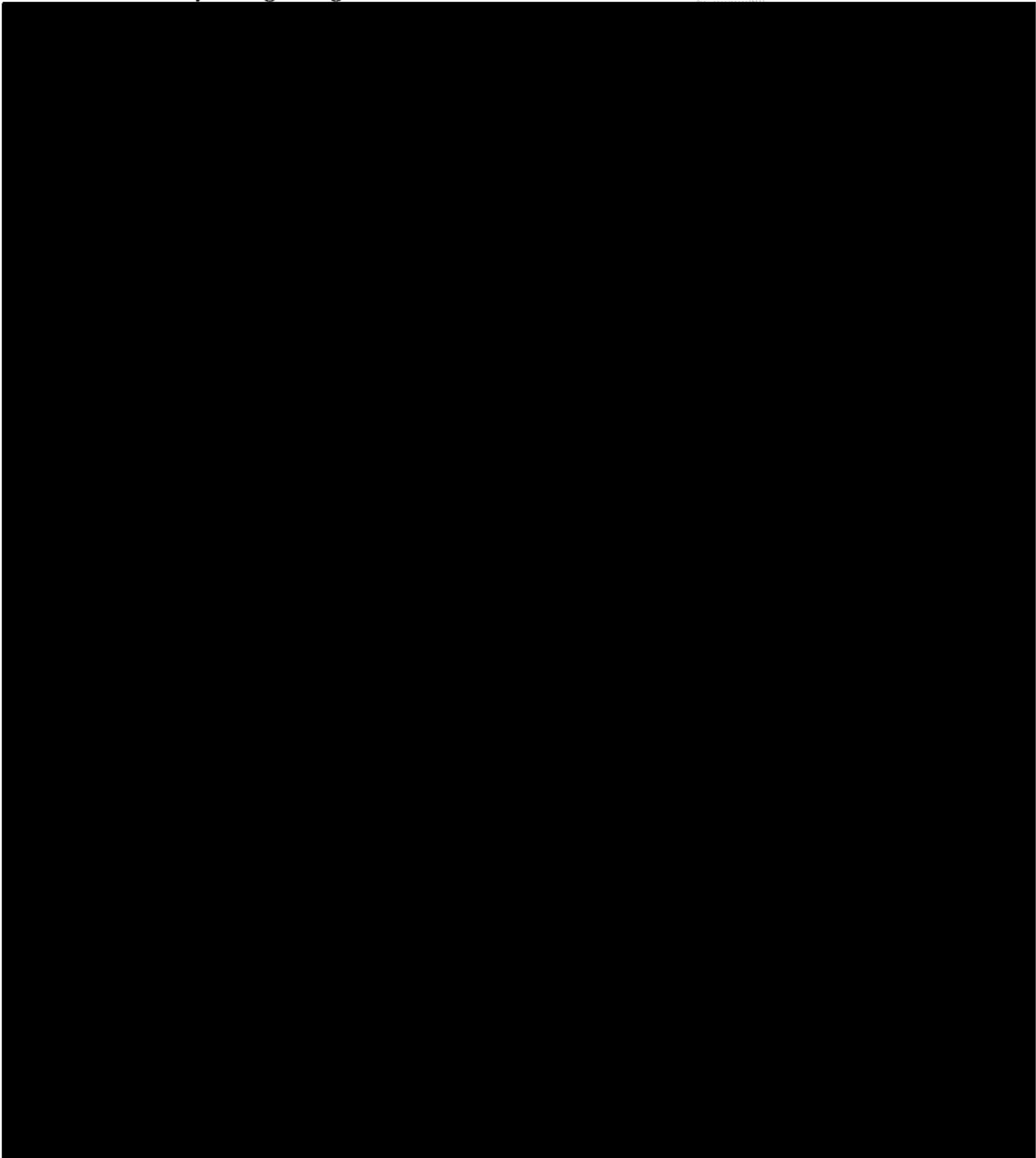
**BOWMAN, BARRETT
& ASSOCIATES INC**
CONSULTING ENGINEERS



Jackeline Avino-Mianda, PE
Civil Roadway Design Engineer



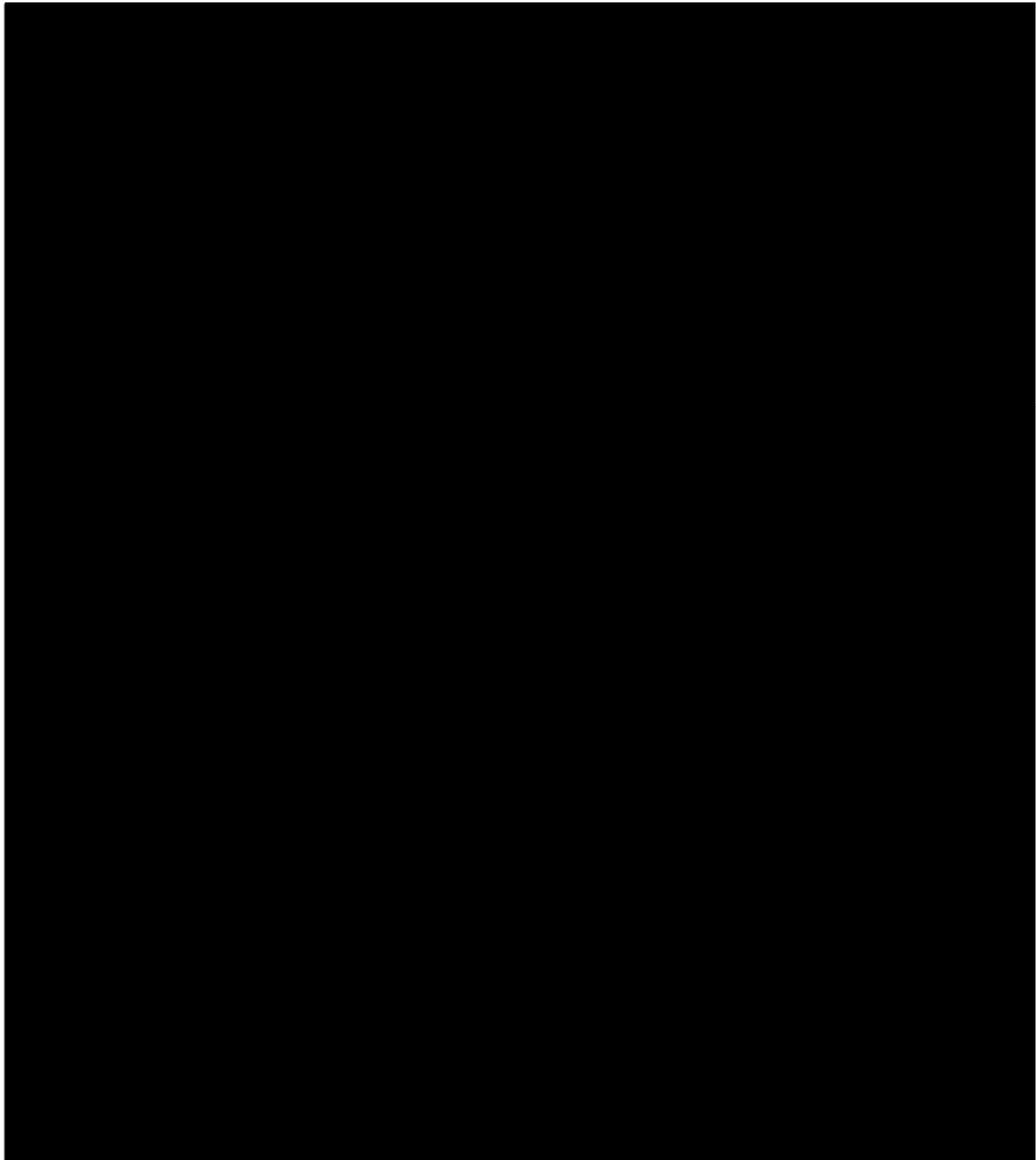
**BOWMAN, BARRETT
& ASSOCIATES INC**
CONSULTING ENGINEERS



Jackeline Avino-Mianda, PE
Civil Roadway Design Engineer



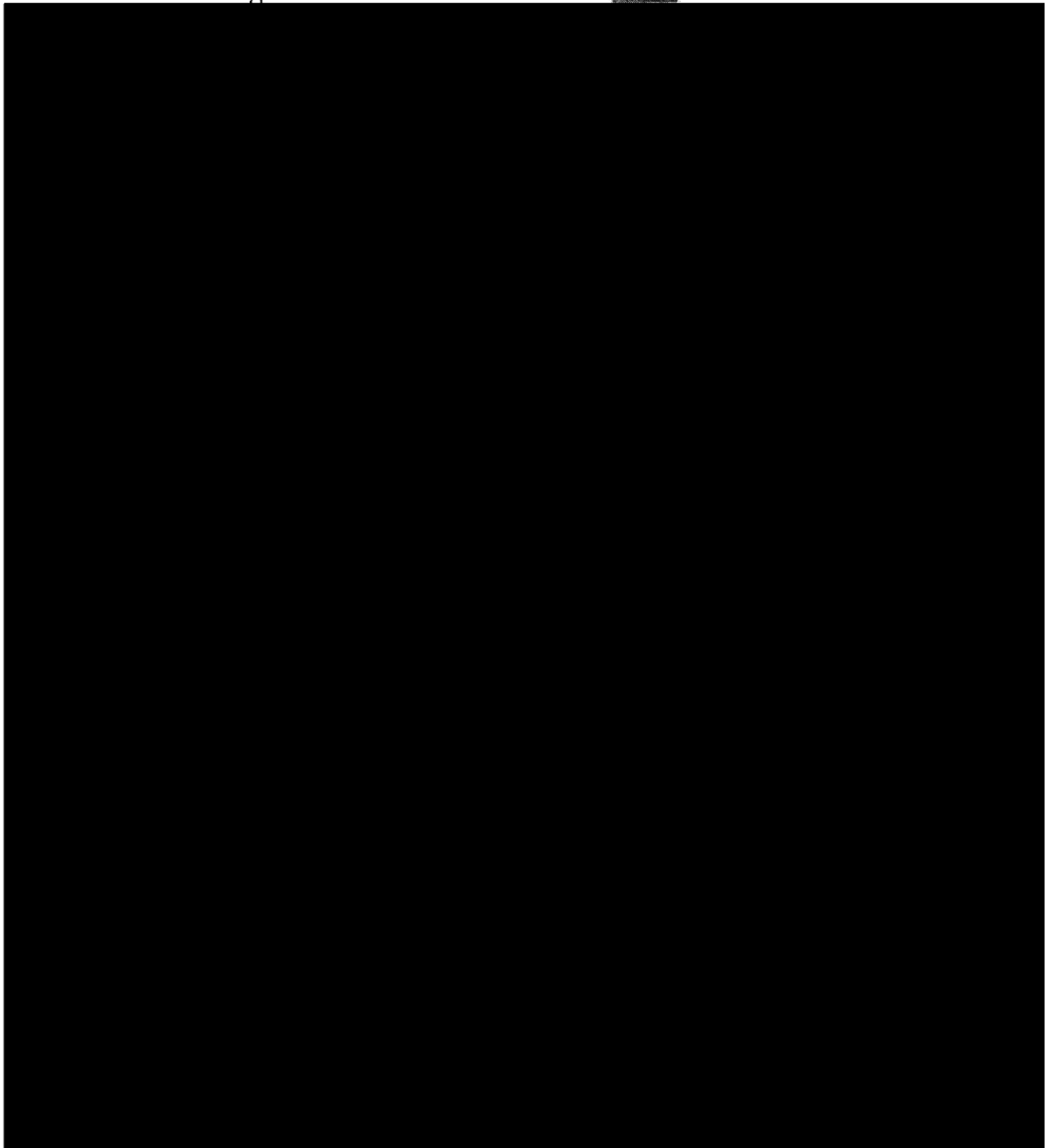
**BOWMAN, BARRETT
& ASSOCIATES INC**
CONSULTING ENGINEERS



Bryan Crader, PE
Civil Railroad Engineer



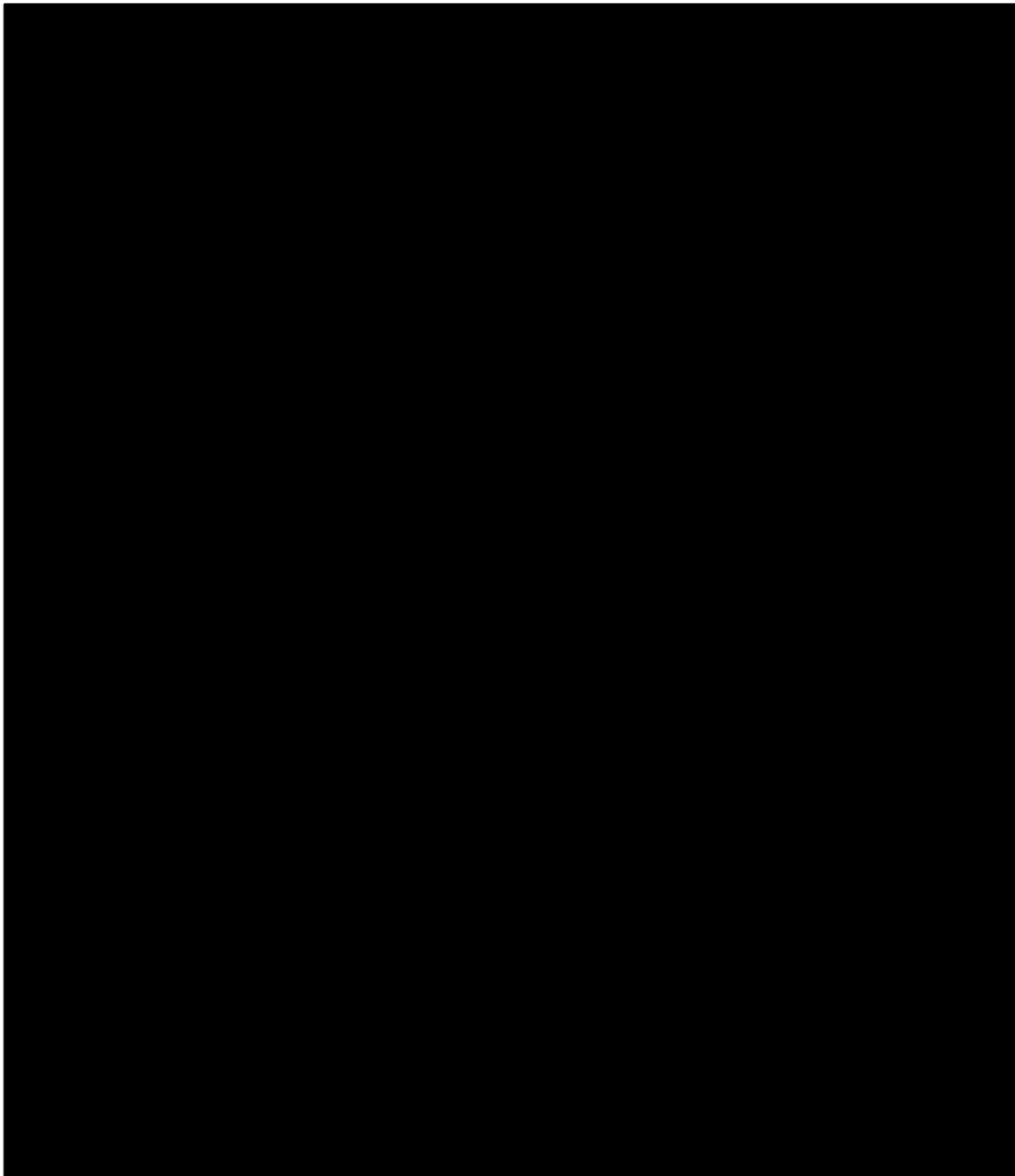
**BOWMAN, BARRETT
& ASSOCIATES INC**
CONSULTING ENGINEERS



Bryan Crader, PE
Civil Railroad Engineer



**BOWMAN, BARRETT
& ASSOCIATES INC**
CONSULTING ENGINEERS



APPENDIX TO EXHIBIT F

**CONTRACT RR-14-4222
TRI-STATE TOLLWAY (INTERSTATE 294)**

Bowman, Barrett, and Associates, Inc.

SCOPE OF SERVICES FOR

**PROJECT MASTER PLAN AND PHASE II DESIGN SERVICES FOR
BRIDGE REHABILITATION/RECONSTRUCTION OF THE
BURLINGTON NORTHERN SANTA FE (BNSF) RAILROAD (M.P. 26.6)**

**COOK COUNTY, ILLINOIS
LYONS TOWNSHIP**

This contract includes the preparation of Project Master Plan and Phase II design services for the proposed rehabilitation/reconstruction of the BNSF Railroad Bridge (BN 261) over the Tri-State Tollway for the Illinois State Toll Highway Authority (Tollway), and analysis of *existing* mainline elements that will remain in an "interim" condition after the bridge work is complete and prior to the future mainline reconstruction and/or widening. The Master Plan shall be performed in collaboration with the crossing Master Plan DSE (Contract RR-14-4223).

The scope of services consists of preparing a Project Master Plan which includes determining the project scope, project budget (including Tollway operating budget impact analysis), project schedule, preparing a geometric concept report, preparing an Environmental Evaluation Document (EED), preparing a Location Drainage Study, IDOT, Local Agency & Railway coordination, and all other work as required per the Tollway's Capital Project Master Planning Procedure (P 2010). The tasks included with Phase I services are listed below under **Section I "Project Master Plan"**.

In addition, the scope of services under **Section II "Phase II Engineering"** are included and consists of the tasks shown under Section II for preparing contract plans, specifications, and estimate (PS&E) documents for the proposed rehabilitation/reconstruction of the Burlington Northern Santa Fe Railroad (BNSF RR) at M.P. 26.6. The rehabilitation/reconstruction of the BNSF RR Bridge is anticipated to occur prior to the reconstruction of the mainline Tollway in order to facilitate future maintenance of traffic during mainline reconstruction. As such, this scope also includes mainline work on the Tollway during the interim condition, as required.

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 BNSF Railroad and Metra, Cook County, and Local Agencies shall apply outside of the Tollway's jurisdictional area as appropriate.

I. PROJECT MASTER PLAN

The detailed scope of services and various tasks are described below:

1. Data Collection & Review

Upon authorization to proceed, the DSE will initiate a comprehensive program to obtain the available data related to the project study limits. We will review the Tollway improvement records and will obtain the available record drawings and other studies and reports that have been prepared for the project area. The data collection will be extended to organizations other than Illinois State Toll Highway Authority (ISTHA) such as the BNSF Railroad, Metra, Cook County, adjacent Townships, adjacent municipalities, and the Illinois Department of Transportation (IDOT) as required. The data collection efforts will include the following:

- a. Field Reconnaissance. The project team will make reconnaissance field trips to get familiar with the project area and obtain first-hand knowledge of the project setting including any unique features/deficiencies. A project photo log will be prepared as part of this effort, which will include among other things, a traffic sign inventory photo log.
- b. Review Tollway's improvement records; obtain the as-built drawings of the roadways, bridges, culverts and other related drawings from Tollway through I-Plans and/or Virtual Tollway.
- c. Obtain as built and related record roadway drawings from outside agencies for their associated facilities within the project corridor.
- d. Obtain as-built and related record bridge drawings, bridge inspection reports and any (if any) proposed bridge improvement plans within or adjacent to the project limits. Bridge plans will be reviewed and a history compiled for each bridge documenting the rehabilitation and defects through time.
- e. Existing Right-of-Way (ROW) Plans: The DSE will obtain and review existing ROW plans from the Tollway and other agencies as required. This includes information regarding the Tollway's communications network, including communications cables and towers. ROW plans will be provided by the Tollway in Microstation format.
- f. Obtain plans and/or reports of other planned improvements in the vicinity of the project area, as well as other planned improvements within or adjacent to the project corridor by the Tollway, IDOT, Cook County, adjacent Townships, BNSF Railroad, Metra, and adjacent municipalities will be evaluated. We will obtain copies of available reports for these separate projects from the sponsoring agency.
- g. The existing traffic data will be provided by Tollway for the mainline. Traffic data will include average daily traffic (ADT), a.m. and p.m. peak hour traffic, and vehicle classification. For non-Tollway facilities, such as the overhead bridges, the required existing and 2040 design year traffic will be obtained from appropriate jurisdictional agencies.

2. Topographic Survey and Plats

The DSE will perform the following survey tasks in accordance with applicable IDOT and Tollway survey standards, coordinated with Tollway stationing along Interstate 294 and IDOT stationing along State routes.

2.1. Control Points

Horizontal Control: Horizontal Control utilizing state plane coordinates (NAD '83 2007) Illinois East Zone derived from ISTHA Tollway REIL-NET CORS Network. The DSE will establish

recoverable primary control at selected locations within the project limits correlated to the CORS Network. We estimate a minimum of two (2) control points should be adequate for the rail portion of this project. An additional control point will be established outside of railroad right-of-way but within Tollway right-of-way. These control points will establish an on-site control network to allow other surveyors or subconsultants to check into the network locally and give them the ability to set up base stations closer to their work. The DSE will also set an estimated three (3) additional secondary control points that may be located within the railroad and outside the railroad right-of-way.

Vertical Control: The vertical control will be based on the Illinois Tollway Vertical Datum (NAVD-88). In addition, existing Tollway or new benchmarks will be established near the vicinity of the project.

2.2. Topographic Survey and Cross Sections

The DSE will perform survey services necessary to supplement the aerial photography and mapping of the project corridor. The topographic survey will include existing railroad and mainline elements that will be required with respect to establishing an existing centerline, railroad and pavement cross sections, and both railroad and highway right-of-way. All existing storm sewers and culverts will be surveyed to determine rim and invert elevations and pipe sizes. The location of all guardrails and the existing access control fence will also be surveyed. The existing aerial mapping will be verified, especially for areas located within heavy vegetation.

The approximate topographic right-of-way and utility survey limits along the railroad will extend approximately 200-ft beyond the Right-of-Way. Interstate 294 will extend to the existing access control fence.

The approximate total survey length is estimated as follows:

- Interstate 294 = 0.40 miles (M.P. 26.5 to M.P. 26.9)
- BNSF RR = 1.10 miles (3,300 feet east and 2,500 feet west)

Total = 1.50 miles

All trees over 6 inches in diameter breast height (dbh) within the above noted survey limits will be located along the railroad and at each quadrant of the existing BNSR RR Bridge near the mainline. We estimate approximately 1,000 trees for this Task. (A tree inventory will be performed under a separate Task.)

Cross Sections:

Interstate 294: Cross sections at 50' intervals to the south of the existing BNSF RR Bridge to Flagg Creek, and for a portion of mainline approximately 300' north of the existing BNSF RR Bridge. The remainder of the cross sections will be at 100' intervals, and unique and/or grade controlling features along the mainline Tollway from Right-of-Way to Right-of-Way. We estimate 30 cross sections will be required. Data collection to include ground shots at right-of-way, edge of shoulder, edge of pavement, and tops and bottoms of existing ditches.

BNSF RR: Limits of survey will be from Oak Street to the west, and Grand Avenue to the east for Cross sections at 50' intervals along the railroad from Right-of-Way to Right-of-Way. In addition, top of rail elevations will be surveyed for approximately 500-ft beyond the limits described. We estimate 120 cross sections will be required. Data collection to include ground shots at right-of-way, top of rail, switches, frogs, top of ballast, cabinets, railroad mile posts, top and bottom of embankments and ditches, utility poles and fences.

Stream Surveys: A stream survey for one (1) waterway within the project limits will be performed (See Exhibit F-1 for location). Field work to include:

- Flagg Creek Streambed centerline (low point) elevations at 100' centers;
- Obtain cross sections along Flagg Creek and Stream Tributary at locations shown on attached exhibits. Ample ground shots will be obtained to properly define the channel shape. Minimum creek cross section survey points are tops of banks, edges of water, toes of slopes, and channel centerline.
- Limits of survey along Flagg Creek are 1,000 feet west of the north edge of culverts under the BNSF RR to 200 feet south of the south edge of bridge carrying Commonwealth Avenue over Flagg Creek. (about 3,000 ft long)
- Limits along tributary stream will be from the north edge of culvert under the BNSF RR to 100 feet east of the east edge of culvert under I-294 Tollway (about 500 ft long).
- Obtain Survey of the existing structure openings are required to analyze existing Flagg Creek conditions. The survey includes locating the top and bottom of abutments and piers, including crash wall and column widths, top of seat elevations, and bottom of girder elevations at abutments and piers for each girder line. The structure surveys include the following:
 - Tri-State over Flagg Creek (BN 259 & BN 260)
 - 47th Street over Flagg Creek (BN 255)
 - Commonwealth Drive over Flagg Creek (SN 016-6804)
- Provide photos looking upstream and downstream from each stream cross section location. Locate and detail pipe material, size, invert, and end section treatment for any outfalls into Flagg Creek through the study reach. Provide photos of each outfall.

2.3. Structure and Culvert Surveys

Detailed bridge survey will be performed for the bridges shown in Table A-1 (BN 261). Survey includes locating the top and bottom of abutments and piers including crash wall and column widths, back walls, wingwalls, top of bearing seat elevations, bottom of girder elevations at abutments and piers for each girder line; and obtaining the bridge vertical clearance at the north and south edge of the bridge.

Detailed culvert survey will be performed for the culverts shown in Table A-2, and includes locating the top of headwall, invert elevations, wingwalls and/or end sections, current water surface elevation and ground shots to establish ditch or stream embankment limits.

Provide photos looking upstream and downstream for each structure located over a water.

2.4. Additional Survey Items and Data Processing

Establish Existing Centerline: The crossing Master Plan DSE will establish the mainline centerline alignment. This Contract includes establishing existing railroad alignments for the existing three tracks, and establish intersecting points with the mainline alignment. The centerline will then be submitted to the DCM and Tollway for review and approval.

Supplemental Survey: Perform supplement field surveys as necessary over the duration of the project to identify new developments and/or to supplement the initial survey to resolve conflicts such as utilities, drainage features, etc.

Utility Locate Survey: Survey utility stand pipes installed by facility owner to locate depth of utilities as necessary.

Soil Boring Layout/Pick-up: The location of the soil borings will be determined and surveyed according to the Tollway's Geotechnical Manual, 2015. This information will be used to plot location of borings on plan sheets.

Detention Area Topography: Collect spot elevations on a 50' grid for up to 1 proposed detention areas. Said topography to include all above ground utilities including but not limited to: Water, sanitary sewer, storm sewer, telephone, electric, cable and gas, etc. Identify size, type, rim, and invert.

Compensatory Storage Area Topography: Collect spot elevations on a 50' grid for up to 1 proposed areas. Said topography to include all above ground utilities including but not limited to: Water, sanitary sewer, storm sewer, telephone, electric, cable and gas, etc. Identify size, type, rim, and invert.

Metra Platform Topography: Perform field topographic surveys for the Metra Highlands and Western Springs platforms. Said topography to include all above ground utilities including but not limited to: Water, sanitary sewer, storm sewer, telephone, electric, cable and gas, etc. Identify size, type, rim, and invert, and platform elements.

DSE will compile and draft the above information into base file per the Tollway CADD standards at 1"=50' scale, including all utilities and drainage features suitable for Phase II Engineering. The DSE will combine the provided aerial survey information with the supplemental topographic survey data to create a merged DTM file for use in creating the base file.

2.5. Plat of Highways / Existing Railroad Right-of-Way

Compile existing right-of-way records from the Tollway, research existing railroad Construction & Maintenance Agreements, research from Cook County Recorder's office and IDOT to coordinate the field survey for recon and location of existing right-of-way monumentation throughout the project. A Plat of Highway of the railroad right-of-way will be established. A Plat of Highway of the existing Tollway right-of-way throughout the project limits will be developed by the crossing Master Plan DSE, and will be coordinated with the railroad right-of-way. Plats will be created in accordance with Tollway Survey Upon Request Procedure (P3115) for submittal.

2.6. Preparation of Plats and Legal Descriptions for Right-of-Way Acquisition

As required, right-of-way plats for permanent takes and permanent/temporary easements will be prepared for parcels requiring acquisitions for drainage, railroad, and roadway or grading purposes. Prepare plats and legal descriptions in accordance with Tollway Survey Upon

Request Procedures (P3115). It is estimated that approximately 4 permanent takes will be required. This is limited to acquisitions necessary for construction of BN 261; acquisitions for future widening/reconstruction of mainline to be performed by crossing Master Plan DSE.

3. Existing Geometric Analysis

It is assumed a Corridor Geometric Condition Analysis and Report will be prepared by the DCM or Crossing Master Plan DSE and is not included in this scope of work. However, a review of the geometric conditions for the project limits will be reviewed to identify any potential geometric or roadside conditions which may be improved.

- a. Horizontal Alignment: Horizontal alignment of the mainline will be investigated by the crossing Master Plan DSE and not included in this scope of work. However, the railroad alignment will be investigated to ascertain that horizontal clearances meet the design criteria. The results will be utilized to identify recommended upgrading of horizontal geometry to meet the design criteria.
- b. Vertical Alignment and Clearance: Vertical alignment of the railroad will be investigated in order to ascertain that profile components are in compliance with the established design criteria. Otherwise, substandard geometric conditions will be identified. In addition, mainline profile will be investigated to ascertain that vertical profiles at each structure meet the design criteria and this analysis will be coordinated with the crossing Master Plan DSE. The results will be utilized to identify recommended vertical profile to meet the design criteria.
- c. Clear Zone Review: Review clear zone at overhead structures, earth embankments and earth excavation fore/back slopes will be made in order to ascertain the roadside safety throughout the project limits, and to identify recommended remedial measures. This will be performed for both the "interim" condition at the end of this project, and future mainline configuration.
- d. Barrier Warrant Analysis: The project setting is generally urban. The existing median is a closed type with a center median barrier wall separating opposing traffic flows, and substandard inside and outside shoulder widths. This contract includes temporarily widening the outside shoulder in order to provide a full shoulder width to facilitate future maintenance of traffic. In addition, the outside roadside will be reviewed to confirm if existing barriers are warranted and if barrier warrants are met for additional areas, as well as, identify areas where barrier warrants may be required due to temporary widening. This work will be conceptual in nature and will use the Barrier Warrant guidelines and engineering judgment to develop locations where hazards are present and protective safety features will be required. A formal Barrier Warrant analysis will be developed as part of the Phase II design in this contract.

The proposed pavement design will be provided by the Tollway. Therefore, an analysis of existing pavement condition and life cycle costs is not included in the scope of services.

4. Mainline Crash Analysis

It is anticipated a Crash analysis will be prepared by the DCM or Crossing Master Plan DSE and is not included in this scope of work. However crash analysis results will be reviewed for potential crash patterns, and possible countermeasures for construction and interim conditions will be coordinated with the crossing Master Plan DSE.

5. Mainline Traffic Operations Analysis

Utilizing the Highway Capacity Software (HCS) computer program, the existing traffic operations within the project limits will be analyzed for impacts caused by the maintenance of traffic required on the mainline in order to construct the railroad bridge. The crossing Master Plan DSE will provide the mainline capacity analysis for the level of service (LOS) for existing conditions (i.e.; existing traffic and geometry). The results will be utilized to identify recommended maintenance of traffic lanes and evaluate potential construction staging configurations.

6. Alternatives Development and Evaluation

After review and analysis of collected data and preparation of the corridor deficiencies, the DSE will establish the project Design Criteria in accordance with the appropriate agency design policies for non Tollway segments. It is assumed that crossing Master Plan DSE will establish the Design Criteria for the Tollway segment. The design criteria will be utilized as basis for the preparation of the Project Master Plan study and evaluations. In addition, the Typical Cross Section associated with the proposed mainline project corridor will be developed by the *Design Corridor Manager (DCM)* and/or crossing Master Plan DSE and approved by the Tollway. The typical sections will identify pavement reconstruction or resurfacing areas, median type and width, number and width of lanes, shoulder widths, right-of-way width, and roadside design parameters.

Concept Alternatives Development and Evaluation

A total of 4 mainline alternative Cross Sections will be included in this study, with two primary sections consisting of the ultimate mainline configuration (Lane 0 and Lane 5) and a mainline configuration which is an absolute minimum the Tollway desires. The secondary mainline cross section configurations include reconstruction of existing mainline in place and a hybrid section including a combination of Lane 0 or Lane 5 improvements. The study for the latter two mainline sections will include a high level analysis and will require less effort of analysis than the former two mainline cross sections. The Study will be performed based on the identified Design Criteria, the provided Typical Cross Sections noted above, the mainline profile provided by the crossing Master Plan DSE, and the Corridor Traffic Analysis. The railroad horizontal and vertical alignment will be developed and evaluated for the established design criteria, transportation performance, cost considerations, drainage and environmental impacts. The railroad horizontal and vertical alignment will require multiple alternatives and includes the analysis for wider track centers which may be required by the railroad, as the existing track centers are at the minimum desired by the railroad. In addition, the temporary track alignment and cross overs will be evaluated resulting from the various stages of construction. An analysis will be performed to identify and evaluate impacts the profile raise may result due to the bridge reconstruction/replacement, such as, the Metra BNSF Highlands and Western Springs Station platforms (no station impacts anticipated), and Central Avenue pedestrian crossing. Concept plans will be developed for temporary platforms that may be necessary, including analyzing pedestrian movements. Note that impacts to the Metra station buildings are not anticipated and this work is not included in the scope of services.

This work will also include future mainline profile coordination with the crossing Master Plan DSE. In addition, this scope of work includes reviewing and investigating mainline profile alternatives presented by the crossing Master Plan DSE. Cross sections will be developed to determine if proposed retaining walls are required where narrow ROW exists, and a constructability and cost comparison will be performed to determine the preferred alternative. This work will be coordinated with the crossing Master Plan DSE and will require their review and approval for mainline elements.

An "interim" condition will remain at the completion of the bridge reconstruction. A study of existing mainline elements will be included to identify required temporary improvements and/or modifications.

A bridge type study will be conducted to determine the most appropriate configuration considering geometrics, structural needs, MOT requirements, constructability and economics. In addition, a culvert, retaining wall analysis, and temporary works for railroad requirements will be performed. The studies are part of the BCR development and will identify the preferred alternate. See Section 12.2 of this scope of work document for additional details.

There is limited room on the mainline and railroad property for construction operations. A Contractor Access and Work Operations Study will be performed investigating a staging area for material and equipment, as well as egress/ingress movements given the sequence of work required to construct the railroad bridge. In addition, a construction progress schedule will be investigated for the various alternatives

Design criteria and constraints as a result of investigations included in this contract will be coordinated with the crossing Master Plan DSE to be incorporated in the overall corridor study.

For the preferred alternative, the determination of preliminary right-of-way requirements will be identified and a concept level cost estimate will be prepared. Variances (if any) will be documented and coordinated with the crossing Master Plan DSE. A conceptual review of the Mainline Barrier Warrants will be developed for the preferred alternative within the project limits and the "interim" mainline condition.

The overall Master Plan alternatives developed and evaluated will be documented in a Master Plan Concept Alternative Report.

7. Earth Work Quantity / Computation Study

The earthwork quantity will be computed/estimated for the railroad requirements, as well as for the "interim" mainline condition, and balancing of earthwork will be evaluated.

It is assumed that the crossing Master Plan DSE or DCM will evaluate earthwork requirements for the future mainline configuration and is not included in this scope of work.

8. Pavement Marking and Highway Signing Study

It is assumed that the crossing Master Plan DSE will evaluate for the future mainline configuration and is not included in this scope of work.

9. Roadway Appearance / CSS

Roadway appearance for the preferred alternate will be studied in accordance with the Tollway Context Sensitive Design policy. Investigate and determine if there are existing streetscape ordinances through local, state or federal jurisdictions. In addition, aesthetic characteristics, treatments and ideal locations where they can be utilized will be analyzed. This project may include treatments to piers, retaining walls, and noise walls which will be located along the railroad property adjacent to parks and residential community.

10. Location Drainage Study

This project includes a Phase II portion which will reconstruct the BNSF RR Bridge in advance of

the future Tollway configuration, and may include proposed drainage modifications/improvements. The Location Drainage Study included in these services will be performed to investigate conditions such that proper permitting and coordination could occur in advance of the Tollway permitting for the future mainline widening and reconstruction. The study will also include drainage modifications required for the "interim" mainline condition that will remain at the completion of the BNSF RR Bridge reconstruction. Note this analysis will be coordinated with the crossing Master Plan DSE such that a cohesive study can be performed for the future mainline configuration that will be studied by the crossing Master Plan DSE. Additional coordination, modeling or verification of the work being performed by the crossing Master Plan DSE may be required and is also included in this scope of work.

10.1. General Location Drainage Map

The General Location Drainage Map will be created to show the limits of the proposed work along the BNSF railroad. The BNSF crossing of I-294 is located between the Villages of Hinsdale and Western Springs in Cook County, Illinois. The BNSF crossing is bordered by the Pleasantdale Park District's Pierce and Veeck Parks on the west side and by the Western Springs Park District's Spring Rock Park to the southeast. The Creek runs by or through all three parks. Project limits, major drainage divides, identified drainage concerns, and bridges, culverts, and receiving streams will be identified.

The General Location Drainage Map will be use the USGS Hydrologic Atlas (HA) as the base. Additional exhibits including the HA Flagg Creek profile and a FEMA FIRM exhibit will be prepared as part of this Task.

10.2. Existing Drainage Plan

The current drainage features along the Tollway from near 49th Street to the Pedestrian Bridge near Maple Street will be indicated on the Existing Drainage Plan (EDP). The EDP will also indicate drainage features along the BNSF railroad extending from approximately 0.4 miles west of the Tollway (near Oak Street) to approximately 0.4 miles east (near Woodland Avenue).

The EDP will be developed using current survey, historical roadway, railroad and creek relocation plans, and local drainage information from the neighboring Villages. Tributary drainage areas will be determined and low flow and flood flow directions indicated. Floodplain and floodway boundaries and locations of wetlands and waters of the U.S. will be indicated. Storm sewers and drainage ditches will be appropriately noted and labeled. Following preparation of the draft EDP, and field visit will be performed to verify the existing drainage features and to note the condition of existing drainage infrastructure.

10.3. Identified Drainage Concerns

The design team will initiate requests for identified drainage problems from the Tollway, BNSF railroad, and adjacent Villages and Park Districts to obtain information on drainage concerns. Location, cause, and recommendations for solutions will be included in the Concept Drainage Report.

10.4. Identified Base Floodplains

Flagg Creek crosses from northwest to southeast through the project. Flagg Creek has FEMA regulatory floodplain throughout the project area. East (downstream) of I-294, FEMA also has designated regulatory floodway. North of the BNSF railroad, the floodplain runs parallel to the railroad from almost the Cook/DuPage County line to I-294. After crossing the BNSF, it cuts

southeasterly and crosses under the Tollway and 47th Street. The floodplain extends near the I-294 ROW to the south, past 49th Street.

Two studies exist for Flagg Creek, the regulatory 2008 FEMA Flood Insurance Study (FIS), and the 2011 Lower Des Plaines River Detailed Watershed Plan prepared by CBBEL for the Metropolitan Water Reclamation District of Greater Chicago (MWRD). CBBEL's MWRD study extends upstream (northwest) of the regulatory study limits to include the I-294 bridge and the BNSF railroad culverts. The floodplain identified in the MWRD study will be evaluated and compared to the regulatory floodplain. As part of the Identified Base Floodplain Task, CBBEL will prepare the required exhibit and text.

10.5. Bridges and Culverts

Four major crossings of Flagg Creek and its tributary exist through the project site. Flagg Creek Main stem runs along the north side of the BNSF railroad from near the DuPage/Cook County line to the point where it crosses under the BNSF through a twin box culvert structure. The Creek then runs southeasterly and crosses I-294 through a three-span bridge. It then turns more southerly and crosses 47th Street through another three-span bridge. In addition to these crossings, and unnamed tributary from the northeast crosses under I-294 through a single box culvert located immediately north of the BNSF.

The structure and Creek survey will be completed under a separate Survey Task. The compiled data will be used to prepare the necessary hydraulic analyses for the waterway crossing structures based on updated survey and the state-of-the-art modeling. CBBEL will evaluate the FEMA and design models as they may affect structure backwater, HW/D ratio, clearance, and roadway freeboard. It is recommended that an early coordination meeting be held with IDNR-OWR to obtain concurrence on use of the MWRD model as the design model. With project-specific survey, the MWRD model can be extended to provide flood elevations in the Tollway ditches located north of the BNSF railroad crossing. While not extending the floodplain, the continuous model will allow the design team to explore the effects of proposed structure and ditch modifications on roadway freeboard above ditch design flows.

The findings from the Creek bridges and culverts hydraulic analysis will be coordinated with the geometric design to define constraints and substantiate any design considerations. Required waterway freeboard and clearance, along with adjustments required to the I-294 roadway profile to meet minimum vertical grades, will be used to set the Tollway profile. The Tollway profile will in turn affect the railroad profile. This information will be coordinated with the crossing Master Plan DSE. Note this task is included in this contract to study existing and proposed mainline profile alternatives that will be coordinated with the crossing Master Plan DSE study.

It is likely that lengthening or widening existing waterway structures will require Creek channel modification or relocation. Modeling for channel changes is included in the modeling effort under this Task, and will also be addressed as part of the Right-of-Way and Proposed Drainage Plan Tasks. The required deliverables including narrative, calculations, and exhibits will be prepared. Modeling of channel modifications required for the reconstruction of the BNSF RR Bridge will be coordinated with the crossing Master Plan DSE for inclusion in their analysis.

10.6. Drainage Design Criteria

Several sets of design criteria will be reviewed as part of this Task. In addition to the Tollway Drainage Design Manual criteria for I-294, design criteria for the BNSF railroad will be

considered. Since the project is located in the Villages of Hinsdale and Western Springs, the MWRD Watershed Management Ordinance (WMO) will control for local permitting. CBBEL is familiar with the WMO requirements, having assisted in preparation of the Ordinance and associated Technical Guidance Manual. The adjacent Villages will be contacted to see if they have applicable regulations in addition to the WMO. In addition, the Tollway follows the floodway permitting requirements of IDNR-OWR. A summary of all drainage design criteria, including criteria for storm sewers, open channels, structures, detention, water quality BMPs, floodplains and floodways, etc. will be prepared in tabular form and coordinated with the Tollway Project Manager.

10.7. Outlet Evaluation

Outlets are locations where runoff exits the Tollway right-of-way as concentrated flow, or offsite runoff crossing the Tollway right-of-way. In the case of this project, additional outlets may also be identified along the BNSF property boundaries. The main outlet for the project is Flagg Creek. However, there appear to be areas of local drainage located east and west of the Tollway that serve as outlets for the railroad. These outlets will be identified and field checked during preparation of the EDP and identification of drainage problems. Outlets will be evaluated for suitability for continued use based on Tollway Drainage Manual guidance. Recommendations for maintaining or improving existing outlets or developing alternate outlets will be developed.

10.8. Stormwater Detention Analysis

Detention requirements will be evaluated in accordance with the drainage design criteria developed in Task 6. The Tollway Drainage Manual requires detention volume sufficient to control the allowable release rate to 0.04 cfs/acre for the 2-year critical duration event, and 0.15 cfs/acre for the 100-year critical duration event. The MWRD WMO requires volume control and detention where practicable for development in right-of-way only if new impervious area is greater than 1 acre. If required based on proposed geometry, the MWRD volume control requirement is met by controlling the first inch of runoff from the impervious area. For detention storage sizing, the WMO allowable release rate until April 30, 2019, is 0.30 cfs/acre of development for the 100-year storm event, which is less strict than the Tollway criteria. The U.S. Army Corps of Engineers has also implemented Best Management Practice (BMP) numeric standards which can be met by retaining the runoff from a 1-inch rainfall.

The storage volume will be determined based on the project criteria. A concept plan for providing the required storage volumes will be prepared, considering both open and closed or inline detention options. Off-site detention may be considered under both Tollway and MWRD requirements. The required narrative, calculations, and concept plans will be prepared to present the detention analysis findings.

10.9. Right-of-Way Evaluation

Drainage right-of-way and easements may be necessary to accommodate structure and channel modifications, ditch adjustments, and detention and water quality facilities. The proposed roadway and railroad plans and template cross sections will be analyzed for correlation to the existing Tollway and local rights-of-way and railroad property lines. The required additional right-of-way and easement requirements will be tabulated and provided to the Tollway Project Manager in a memorandum prior to delivery of the final Concept Drainage Report.

10.10. Drainage Alternatives

A qualitative analysis of feasible drainage alternative concepts will be prepared and a recommendation for the preferred drainage design will be presented to the Tollway. The drainage alternatives will be developed as part of Task 10.12, Proposed Drainage Plan (PDP). Alternative concepts considered may include waterway crossing type (bridge, culvert, or 3-sided structure), open vs. closed drainage systems, open vs. closed or inline detention facilities, detention and water quality BMP feature locations, etc. Drainage alternatives may affect proposed geometry, including roadway and railroad profiles and the use of retaining walls to minimize floodplain/floodway impacts. Preferred alternatives will be recommended based on maintaining existing drainage patterns, right-of-way requirements, scope of improvements, and cost.

10.11. Local and Other Agency Coordination

The design team will initiate a request for available drainage data including storm sewer atlases, ordinances, and identified drainage problems from local agencies. These agencies will include the adjacent Villages, Park Districts, and MWRD. The design team will prepare the required EDP, PDP, and exhibits for local coordination meetings to be arranged by the Tollway Project Manager. Proper documentation including agenda, meeting summary, phone logs, letters, and follow-up disposition of comments will be prepared in accordance with the Tollway Drainage Manual.

10.12. Proposed Drainage Plan

The Proposed Drainage Plan (PDP) will be prepared using the EDP, proposed geometric plan, existing and proposed roadway and railroad profiles, template cross sections, and contour data. The PDP will indicate drainage patterns, subareas, flow diversions, potential utility conflicts, Creek and ditch modifications, wetlands, and proposed drainage facilities including waterway crossing structures, storm sewers, ditches, and detention and BMP facilities. Anticipated proposed right-of-way and drainage easements will be shown.

Technical data and calculations prepared for the design of ditches/swales, storm sewers, and waterway crossings are prepared and collated as part of this Task. Copies of computer software input and output files will be provided on CD. Alternate drainage designs as described in Task 10.10 are developed in this Task. Detailed sketches of special structures, including outlet control structures will be provided. The PDP will be prepared in required Tollway format using appropriate symbols and standards for required items.

10.13. Floodplain Encroachment Evaluation

Proposed encroachments into the Flagg Creek floodplain and regulatory floodway will be evaluated in this Task. Using the roadway and railroad plan data and available FEMA and MWRD Flagg Creek hydraulic models, the feasibility of the proposed work will be evaluated and recommendations for alternatives to minimize encroachments will be developed. Both IDNR-OWR and local ordinance requirements will be considered. IDNR-OWR requires incremental floodway compensatory storage volume to be provided at a 1:1 ratio. MWRD requires incremental compensatory storage volume for fill in the floodplain at a 1.1:1 ratio.

A qualitative evaluation of the encroachment will be categorized in accordance with IDOT BLE Procedure Memorandum 95-3. If there are potentially significant impacts, the hydraulic analysis will be updated to determine the magnitude of changes in water surface elevations. The potential impacts on buildings or structures located within the floodplain will be evaluated.

Floodplain cross sections will be prepared in accordance with the Drainage Manual, and incremental encroachment volumes calculated. Suitable locations for providing compensatory storage will be determined, including evaluation of alternate sites. A plan schematic and compensatory site cross sections will be prepared to show sufficient compensatory storage volume is required.

The Permit Summary Form and Attachment A will be completed using the data generated in the steps above. Appropriate narrative, exhibits, and calculations will be provided in the Concept Drainage Report.

10.14. Permits

Relevant permit requirements will be described in this Task. Preparation of actual permit application documents is part of the Design Phase Scope.

The proposed project is anticipated to affect Flagg Creek. This waterway has FEMA regulatory Zone AE floodplain and designated floodway downstream of I-294, but only Zone A floodplain at and upstream of I-294. Therefore, depending upon the location of the proposed work, different IDNR-OWR permitting requirements may apply. Waterways with designated floodways are regulated under the Part 3708 Rules, and require a Floodway or Regional permit for construction. Waterways without designated floodways are regulated under the Part 3700 Rules and require either an Individual or Statewide permit for construction. Flagg Creek is not a Public Body of Water.

Once the Drainage Alternatives Task and PDP are to an appropriate stage, coordination with IDNR-OWR will be undertaken to confirm the permitting requirements. The coordination will be documented in the Concept Drainage Report.

10.15. Report Assembly

This task involves the organization, preparation, and assembly of the Concept Drainage Report in conformance with Appendices E and F of the March 2015 Tollway Drainage Design Manual. Concept Drainage Report revisions are anticipated and the time required to implement those revisions are included in the individual tasks.

- A. Prepare report cover and include draft date on the cover to facilitate identification of initial and subsequent revisions.
- B. Prepare a table of contents with page numbers.
- C. Prepare an Executive Summary.
- D. Compile necessary appendices including labeled tabs to separate sections. All supporting calculations included in an appendix should be bound separately. These calculations must be approved by an Illinois Professional Engineer prior to submittal to the Tollway for review. Calculations must be checked by a person other than the one who completed the calculations. The designer shall also ensure that "done by" and "checked by" initials are provided for all calculations included in the report.
- E. Submit a "Draft" and "Final" copy of the Concept Drainage Report.
- F. A minimum of 15 copies of the Draft and Final Concept Drainage Report will be required.
- G. Copy, collate, and bind the appropriate number of documents.

Deliverables: 15 Copies of each the Draft and Final Concept Drainage Report.

11. Geotechnical Investigation

DSE shall develop a soil boring layout plan per the Tollway's geotechnical requirements for the Tollway's review. Soil boring data will be analyzed and geotechnical reports will be developed. The DSE will also coordinate and review geotechnical recommendations and reports for consistency with planning and design developments. (See Proposal Developed by Wang Engineering for additional scope of services)

12. Bridge Inspections and Structure Type Studies

12.1 Bridge Inspections

The DSE will conduct in-depth inspections for those bridges identified in Table A-1. In addition, a visual inspection of two (2) existing box culverts which have been identified in Table A-2 will be performed.

As part of the inspection process, the DSE will coordinate the planning and execution of the bridge inspections with the Tollway, affected railroads, and additional local agencies as required.

The DSE will also arrange and secure inspection equipment, and any local agency permits. The DSE will coordinate the required traffic control and protection required to conduct the inspections- the DSE will be responsible to secure and provide the necessary Traffic Control and Protection required for this project.

Bridge inspections will be conducted to document defects and the inspections will follow FHWA/NBIS, AREMA, BNSF, and Tollway requirements and will be conducted/supervised by qualified bridge inspection personnel. Inspections will be conducted in a manner that is safe to the motoring public and to the inspectors themselves. The bridge inspections will be coordinated with the Tollway and local agencies for allowable lane closure or other time restrictions. Inspection findings will be documented with the use of field notes and digital photographs.

The in-depth inspections will be conducted at arm's length or closer through the use of ladders, man-lifts or other equipment as required for a thorough inspection and documentation of bridge elements. Concrete surfaces will be sounded to determine the approximate extent of hollow or unsound concrete. Concrete substructure units located above the waterline/ground line will be visually inspected and sounded to locate approximate deteriorated areas. The surface and underside of the bridge decks and sidewalks will be visually inspected for cracking, heaving, leaching, spalling, wet areas, exposed reinforcement and other deterioration. For decks a visual inspection will be performed and existing cracks, spalls, and defects will be noted.

Elements will be inspected for corrosion, pitting, section loss, fatigue related defects/cracks, connection slippage, deformation due to overload and vehicle impact damage. Bearings will be checked for corrosion, misalignment, loose or damaged anchor bolts, and functional deficiency. Inspection of the steel framing system will be carried out at customary range of the naked eye to detect cracks in the steel. In the event cracks are found in welds or the steel member, dye penetrant will be used to highlight the cracks for photographs. Findings will be recorded by the use of digital photographs.

The DSE will conduct one inspection on each structure shown in Table A-1. The Tollway, and local agencies will remain responsible for the continued bi-annual inspection program of each structure.

12.2 Structure Type Study

Bridge

The various Tollway section widths shown in the Corridor Concept Study will result in different span lengths for the overhead railroad structure. For each span length, a bridge cross-section will be developed. This cross-section will determine the construction depth required, which will in turn drive the amount of track raise required in order to provide the desired vertical clearance over the Tollway.

A deck plate girder (DPG) bridge is most desirable for a number of reasons, including minimizing right-of-way impacts, facilitating stage construction allowing for the existing track centers to remain, an economical alternative, and may facilitate railroad approval as this superstructure type is preferred by the BNSF RR.

However, for the proposed Tollway mainline with added lanes, it may not be practical to use a DPG due constraints resulting in a sub-standard vertical clearance. Alternately, a Through Plate Girder (TPG) will be investigated. Using a TPG bridge will allow the preferred vertical clearance under the bridge while keeping the track raise to a reasonable amount. The trade-off is that this will require increasing the track center to center spacing resulting in more significant impacts in terms of environmental effects, right-of-way acquisition, impacts to Metra stations and other rail facilities, impacts to track alignments, and retaining wall construction. The alternative studies will include a sensitivity analysis of several variations of each alternative determined to study impacts to each by adjustment of external variable features. It is estimated that a maximum of two (2) variations for each of the four main alternatives will be required for each of the superstructure types.

The various bridge alternates will be investigated for maintenance of traffic considerations (both Tollway and railroad). Disruption to Tollway traffic must be minimized during construction of the bridge. Similarly, BNSF must have three tracks in service at all times (except for off-peak short-durations). The various construction alternates will be presented for Tollway and Railroad approval.

Pier foundation type study will be performed to identify pier crash wall widths such that it is compatible with the future mainline shoulder width, in addition to select a foundation type which minimizes disruption to mainline traffic as much as practicable.

In addition, the feasibility of Accelerated Bridge Construction (ABC) methods will be investigated for use in the construction of the railroad structure in order to reduce traffic impacts to both Tollway patrons and railroad operations. Different techniques including precast substructure elements, prefabrication of superstructure elements and bridge roll-in methods will be investigated.

A temporary bridge alternate will be investigated as the BNSF RR may not allow a track closure period required for a roll-in or other ABC methods. This alternate will be used to construct the shoofly on a temporary structure allowing the remaining three track structure to be constructed.

Multi-span and/or multi-track shoofly options in multiple configurations will be investigated. A temporary culvert may be required as the result of the shoofly.

Retaining and Noise Abatement Walls

A maximum of four retaining walls may be required to retain the BNSF RR embankment, which may be located adjacent to the track resulting in large retained heights. It is also estimated that a total of 12 temporary soil retention systems (2 unique designs) will be required in order to construct the railroad bridge in four construction stages. Noise Abatement Walls (NAW) may be required along the railroad property due to the anticipated track profile raise. The NAW may be ground or structure mounted on top of retaining walls. In addition, retaining walls along the mainline may be required for construction access/staging area. This will be coordinated with the crossing Master Plan DSE.

Culverts

Two existing culverts exist within the project limits and are identified in Table 1-B. The first culvert identified in the table carries Flagg creek beneath the BNSF RR. The culvert may be impacted during construction due to its close proximity to the BNSF RR Bridge. This culvert may also need to be increased in size as a result of the hydraulic analysis of Flagg Creek. This scope of work includes a culvert type study for rehabilitation, extension, or replacement. In addition, the new culvert may need to be jacked in place as staging the replacement may not be feasible. Analysis will be performed regarding the feasibility of the jacking operations, potential locations for receiving and jacking pits, estimated jacking forces, and utility impacts.

The second culvert identified in Table 1-B is located approximately 100-ft north of the BNSF RR Bridge. It is anticipated that this culvert will be temporarily extended to support a widened outside shoulder to facilitate future MOT requirements when the mainline is reconstructed and widened or for a construction access/staging area. A study will be performed to identify the most economical and feasible alternative.

A shoofly will be required for this project as three tracks need to remain in service. A temporary culvert may be required to convey drainage through the temporary shoofly embankment. A feasibility study will be performed to determine culvert type, location, and installation methods.

Upon completion of the bridge inspections and bridge type studies, Bridge Condition Reports (BCR)s will be prepared for each structure identified in Table A-1. The reports will follow the guidelines set forth by the Tollway and will document the findings of the inspections for each structure. The report will present geographical and administrative data, provide a physical description of the structure, outline the existing defects, evaluate various scope of work alternatives (summary of the Bridge Type Study), and provide a recommendation for addressing defects and/or accommodating the preferred alternate.

A Technical Memorandum will be developed for the culverts and will describe the existing condition, noted deficiencies from the visual inspection, photos, exhibits, cost estimates, and recommended scope of work for the rehabilitation/replacement (if necessary). In addition, a Technical Memorandum will be developed for the temporary culvert summarizing scope of work, and estimated cost.

For the alternatives studied, the impacts to utilities, right-of-way, cost, and project schedule will be identified. These items will be evaluated to determine the preferred alternative.

Upon completion and approval of the Bridge Condition Reports preferred alternative, Concept Plans (Type, Size, and Location (TS&L)) will be developed for the bridge replacement, including temporary elements. In addition, Concept Plans will be developed for retaining walls and culvert rehabilitation as determined by the Master Plan Report. The conceptual plans will be developed at a completion level of approximately 30% and will be used for the basis of Phase II plan development.

13. Lighting Concept Study

Concept plans will be developed for underpass lighting at the BNSF RR Bridge. In addition, impacts to existing mainline lighting will be documented for the various BNSF bridge rehabilitation alternatives, and develop a conceptual temporary lighting plan.

Permanent mainline lighting will not be included in this scope of work and shall be included by the DSE performing the crossing Master Plan Study.

Photometric calculations will be developed.

Cost estimates for green lighting alternatives will be developed.

14. ITS Concept Study

Not included in this scope of work and to be performed by the DCM or the DSE performing the crossing Master Plan study.

15. Maintenance of Traffic Study

The DSE will evaluate the mainline and railroad Maintenance of Traffic (MOT) concepts for the anticipated reconstruction of the BNSF RR Bridge under *existing* mainline conditions.

It is anticipated that a total of four construction stages will be required to replace the BNSF RR Bridge. In addition, the pier replacement and abutment construction cannot occur simultaneously since this will cause greater disruption to Tollway traffic due to the existing substandard shoulder widths. It is anticipated that two mainline MOT stages will be required for each bridge construction stage, resulting in a total of eight mainline of traffic stages. Additional MOT details will be developed as necessary for short term lane closures as necessary. In addition, unconventional methods such as the use of movable concrete barrier will be investigated due to the substandard existing shoulder widths.

In addition, MOT concepts for the future mainline reconstruction and widening will be developed by the crossing Master Plan DSE or DCM. The alternatives will be evaluated to identify critical MOT issues assuming the construction of the mainline will occur over two construction seasons and after the replacement of the BNSF RR Bridge, and will be coordinated with the DCM and/or crossing Master Plan DSE.

The railroad staging scheme will require three-track operations at all times (with limited closure of the third track over short periods of time). A shoofly track will be required to keep three tracks in service. The staging sequence will be developed to accommodate BNSF and Metra requirements. The staging plan will analyze location for switches, track shifts, reverse curves, and track realignment necessary. Pedestrian movements and staging requirements will be investigated for impacts to the existing Metra station platforms.

A preferred alternate MOT concept plan will be investigated, and the advantages and disadvantages will be evaluated to confirm the adequacy of the preferred alternative.

A Maintenance of Traffic technical memorandum will be prepared for this project, as well as the Work Zone Speed Limit Flow Chart.

MOT alternatives will be documented in the Master Plan Report.

16. Utility Conflict Study

Utility information will be gathered as early as possible from agencies whose utilities may be located within or adjacent to the Tollway ROW. Tollway and Railroad fiber optic and cable information will also be gathered. Upon completion of information gathering, evaluation will be made to determine the possible conflict with build alternatives being considered, with objective to avoid and/or minimize conflicts where practical and feasible. In addition, the agency utility contact log will be provided on a monthly basis. This information will be gathered and developed in this contract, but will be coordinated with the crossing Master Plan DSE.

17. Environmental Evaluation Document (EED)

This project includes a Phase II portion which will reconstruct the BNSF RR Bridge in advance of the future Tollway configuration and the work listed below will be performed along the Railroad project limits and along the mainline as necessary in order to secure necessary permits. It is anticipated that a standalone EED document will be developed in order to secure permitting relating to the Phase II portion of this work and will include analysis for the "interim" condition that will remain at the end of the BNSF RR Bridge reconstruction project. Note this analysis will be coordinated with the crossing Master Plan DSE such that a cohesive study can be performed for the future mainline configuration that will be studied by the crossing Master Plan DSE. Additional coordination, modeling or verification of the work being performed by the crossing Master Plan DSE may be required and is also included in this scope of work.

17.1 Environmental Studies Inventory Sheet (ESIS) - Parts 1 and 2

An ESIS Inventory Sheets will be provided for Parts 1 and 2 identifying environmental issues associated with the project per Tollway procedural requirements. The ESIS documentation will characterize the environment resources, impacts, issues, and measures for mitigation. The ISTHA Environmental Studies Inventory Sheet (ESIS) will be filled out and submitted to the Tollway for review and processing.

As described in the ISTHA Environmental Studies Manual, preparation of the ESIS requires that the following factors be evaluated and Technical Memorandums prepared.

- Wetland Delineation Report
- Biological Memorandum
- Public Lands Memorandum
- Streams, Lakes and Waterways Memorandum
- Cultural, Historical and Archeological Resources Memorandum
 - Buildings
- Hazardous and Special Waste Memorandum

- Noise Memorandum
- Air Quality Memorandum
- Agricultural Resources Memorandum
- Landscape, Erosion and Sediment Control Memorandum
 - Trees
 - Prairie
- Sustainability, Green Initiatives and Water Quality Best Management Practices

17.2 ESIS Technical Memorandums

17.2.1 Wetlands– Critical Path Section 401/404 Permitting Element

A wetland/waters of the United States Delineation will be developed in accordance with the current federal methodology. The results of the delineation will be compiled in a wetland delineation report. Additionally, a Wetland Technical Memorandum will be prepared that discusses potential wetland impacts, permitting requirements, avoidance and minimization measures, and mitigation. Additional delineations may be required beyond the current right of way.

17.2.2 Biological Resources- Critical Path Section 401/404 Permitting Element

An evaluation will be completed to document, in a technical memorandum, potential impacts to biological resources in the project corridor. This evaluation will take into consideration Illinois Natural Area Inventory Sites, forest preserve, park space, threatened and endangered species, aquatic, riparian, upland habitats including buffer, forest, savanna, streams, creeks, lakes, ponds, ditches, windrows, hedges, fencerows, and greenways.

Coordination of Threatened and Endangered species will also be completed with the United States Fish and Wildlife Service (USFWS) and The Illinois Department of Natural Resources (IDNR). This will include completion of a USFWS Section 7 evaluation and IDNR consultation. This task includes attendance at meeting if species are identified to be within or near the project corridor. If any impacts are identified avoidance and minimization and mitigation measures will be proposed.

17.2.3 Public Lands

Publicly owned recreation properties in the project corridor will be identified, as well as, the extent of the resources, including the amount of potential land conversion that may occur due to the proposed improvements. Following the evaluation a Public Lands Memorandum will be prepared discussing the findings and recommendations for avoidance and minimization.

17.2.4 Streams, Lakes and Waterways– Critical Path Section 401/404 Permitting Element

The presence of streams, lakes and waterways will be evaluated and identified within and adjacent to the project corridor. Water quality impact and possible mitigation measures will also be determined. Salt and Flagg Creeks are listed on the State's 303d list as being impaired; though the impairments do not include chlorides.

We believe it is unlikely that additional testing will be required because the state has previously collected data; however we have budgeted time and effort to complete testing if

required to avoid a delay during the permitting process. During the Master Plan Stage we will ascertain whether or not additional testing will be required by IEPA.

The likelihood of flood plain or floodway encroachment along with potential impacts to culverts, bridges or downstream receiving waters will be considered along with stormwater detention and compensatory storage requirements will be evaluated under the engineering tasks of this proposal. Findings will be presented in a Technical Memorandum along with measures to mitigate and minimize any identified impacts.

17.2.5 Cultural, Historical, and Archeological Resources – Critical Path Section

401/404 Permitting Element

CBBEL staff will submit Section 105 and Section 106 review requests to the Illinois Historic Preservation Agency for consultation regarding Cultural, Historical, and Archeological Resources that may be within the project area. The results of the inquiry will be provided in a Technical Memorandum.

17.2.6 Special Waste

Using published records and a site reconnaissance the potential for special waste will be evaluated. Phase II testing will be undertaken if improvements are considered likely to impact any identified special waste site. The findings of this evaluation will be provided in a Special Waste Technical Memorandum.

17.2.7 Noise Analysis

Noise sensitive land uses will be identified and traffic noise impacts evaluated using xyz modeling. Field measurements will be taken at potential noise receptor locations. Noise mitigation/abatement measures will be evaluated and incorporated into the project design, where reasonable. Noise abatement structures will be designed using xyz modeling, if necessary. A Noise Technical Memorandum will be prepared documenting the findings, including traffic noise data, impacts and proposed mitigation or abatement measures and locations. This work will only be performed within the railroad project limits, and the mainline is assumed to be performed by the DCM. Limits of the noise study to be included in this scope of work will be coordinated with the DCM and crossing Master Plan DSE.

17.2.8 Air Quality

CBBEL will oversee completion of the required Air Quality Analysis in accordance with the Tollway Environmental Studies Manual. The evaluation will assess existing air quality, determine potential impacts, and initiate or perform the specific environmental studies. If air quality investigations are required, CBBEL will oversee preparation of a memorandum and all necessary exhibits (including a project location map) documenting the area of concern.

The memorandum shall indicate the results of the evaluation and describe efforts made to identify and avoid, minimize, or abate impacts. If the NAAQS for carbon monoxide (CO) is violated, the CBBEL will on behalf of the Tollway will submit this memorandum to the IEPA in order to begin the project specific coordination.

The design would then proceed with incorporation of design features in conformance with the DSE Manual. The design would consider all intergovernmental agreements, agency and municipal coordination, and any stipulations related to the air quality effects from the project. The memorandum will be incorporated into the ESIS and EED, as necessary.

17.2.9 Agricultural Resources

The project corridor will be evaluated for the potential impact on agricultural resources. Avoidance and minimization measures will also be considered. The results of this evaluation will be presented in an Agricultural Resources Technical Memorandum documenting the findings and any mitigation or avoidance measures that could be implemented.

17.2.10 Landscape, Erosion and Sediment Control - Critical Path Section 401/404

Permitting Element

Landscape, Erosion and Sediment Control will be evaluated throughout the project design. The initial study will evaluate the location of highly erodible and erodible soils to all project engineers to focus on those particular areas as well as those areas which potential wetland, biological or waterbody implications. The results of this evaluation will be provided in a Landscape, Erosion and Sediment Control Technical Memorandum documenting the locations of erodible soils and suggested erosion and sediment control techniques to be implemented.

17.3 – Water Quality Best Management Practices Critical Path Section 401/404

Permitting Element

CBBEL will evaluate and recommend concept level water quality Best Management Practices that can be implemented within the project limit, to protect Flagg Creek from water quality degradation. This information will be presented in a tech memo and reflected on the concept level design documents.

17.4 Environmental Evaluation Document (EED)

An Environmental Evaluation Document will be prepared in accordance with the Tollway Environmental Studies Manual. This document will build upon information collected for preparation of the ESIS. The EED must discuss each of the factors listed above in the ESIS Section. For those factors evaluated that show an impact will occur, a more detailed evaluation must be completed. This EED includes:

- Preparation of a Purpose and Need statement which clearly identifies the basic project purpose.
- A detailed description of the existing project area Existing Conditions.
- A discussion of Alternatives considered.
- A detailed discussion of Environmental Impacts expected by the preferred alternative.
- A Recommended Action/Alternative based on the Alternatives considered and the Environmental Impacts which may occur. The Recommended Action/Alternative shall be described in detail documenting why the selected alternative was considered the most practicable.
- A Comments and Coordination section. The EED shall also contain and document the public, municipality, and agency coordination that was completed. The discussion will summarize milestones and dates as an appendix within the document.
- Exhibits and Appendices and Technical Reports (if any). These documents may include:
 - Location maps
 - Environmental constraint mapping
 - Alternative analysis

- Recommended alternative annotated with impacts shown
- An environmental impact matrix.
- The appendices will include any analytical information that supports analysis's completed, i.e. a Biologic Resource Opinion regarding threatened and endangered species.

It is expected that the EED will go through at least 2 possibly 3 rounds of review prior to be finalized. These reviews will include internal QA/QC reviews and external ISTHA and Tollway consultant reviews. Once the document is complete, it will be made available to the public.

Graphic data will be prepared in Geographic Information Systems formats and can be used to create exhibits, displays, public meetings, PowerPoint presentations, etc.

The findings for each factor would be documented in memorandums or reports and summarized in the ESIS form. Detailed evaluations of the above listed resources will be completed as described below.

17.5 Tree Listing and Memorandum

A tree inventory of all trees located within the project limits will be performed. The tree inventory will include size, species, condition, form and general comments regarding the quality of the identified trees. Each tree will be evaluated and assigned a number rating from 1 – 5 based on general observations at the time of the inventory. A rating of 1 (excellent) has the highest value in terms of protection or preservation. A rating of 5 (poor) has the lowest value and represents lower quality individuals. This task does not include a professional field survey of the identified trees. The data will be tabular form along with a memorandum documenting the process and a summary of findings.

17.6 INVEST Manual – Planning and Design Evaluations - Sustainability and Water Quality Best Management Practices

The proposed improvements using the INVEST Sustainable Highways Self-Evaluation Toll Manual will be evaluated. The Tollway can have a negative impact on surrounding ecosystems and environmental quality. To minimize and mitigate these potential impacts, the next step in highway infrastructure's advancement needs includes incorporation of practices that reduce the effect on the natural environment, increase capacity, and benefit society beyond the ability of current highways. This can be achieved by instituting a system of Best Management Practices.

This task does not include completion of formal research activities, organization of meetings with trade groups or professional organizations to develop new strategies or development of Tollway wide specifications or guidance for future projects. This task focuses solely upon taking currently available information and technologies and applying it to the design and implementation of this project.

17.7 Environmental Agency Coordination

During the Master Plan Phase it is likely that pre-application/fact finding meetings with a number of agencies will be completed to verify understandings regarding the expected permitting process and expectations of each of the agencies in regards to application format and content. We are assuming meetings or conference calls will be held with the following agencies, at a minimum: USACE, IEPA, MWRD, USFWS, IDNR –Threatened and Endangered Species staff and IWPA staff. CBBEL will prepare exhibits and displays and

respond to agency comments through the Master Plan process.

18. Cost Estimates and Operating Budget Impact Analysis

With selection of the preferred Build alternative the DSE will prepare a preliminary project cost estimate, and a Cost Benefit analysis as required.

Note that an overall Operating Budget Impact Analysis is not included in the scope of services and will be prepared by others. The Tollway will provide the required documents for inclusion into the master report. This information will be coordinated with the DCM.

19. Project Implementation Schedule / Constructability Review

The DSE will develop a recommended overall project implementation schedule for design and construction phases of the project. Individual logical contracts (including advance contracts) will be identified in conjunction with the overall project Maintenance of Traffic Analysis. The schedule will identify the milestone dates associated recommended schedules.

The DSE will perform a general constructability review of the preferred alternate to ensure the sequencing of construction tasks and techniques proposed will result in an economical and efficient design, and one which is constructible and avoids conflicts with all aspects of the work. The review will emphasize key corridor constraints, the latest design and construction procedures, best practices, and work zone safety. A more detailed constructability review will be also performed during phase II plan preparation.

20. Project Master Plan Report

A draft Project Master Plan report will be prepared in accordance with Tollway policy. The report will document existing geometric and capacity deficiencies, describe the proposed mainline improvements, and identify associated right-of-way requirements, construction cost estimates, and potential utility conflicts. Improvement recommendations will be backed up with calculations, correspondence, and Tollway approval. Findings and documentation of associated environmental studies will also be included in the draft report.

Exhibits and graphics depicting the improvement recommendations will be included in the report. It is assumed that plan and profile will be produced for documentation purposes as 22x34 sheets.

Up to 4 coordination meetings are anticipated with Tollway and DCM staff to review and discuss questions and comments pertaining to the draft report. Comments will be addressed and a final Project Master Plan report will be prepared.

21. Master Plan Presentation

The crossing Master Plan DSE and or DCM will prepare and present an overview of the corridor Master Plan to Tollway staff in order to facilitate completion of the Project Master Plan Sign-Off Sheet. It is assumed a Power Point presentation will be developed and will include a review of the existing project setting, existing conditions analysis, alternatives considered, and the recommended alternative. Information required by the DCM/crossing Master Plan DSE will be provided, and is assumed one staff member will assist with the presentation.

22. Conceptual Design Plans (Approximately 30% Completion Level)

Conceptual Design is the initial design stage of a capital project. The Scope of Work first

developed in the pre-design phase as part of the Staff Summary Sheet or the Project Master Plan serves as the basis for the project design. This design phase includes all of the activities necessary to produce a conceptual design.

During this phase of design, the DSE prepares concept design studies of the preferred design alternative consisting of engineering drawings, a project description, and calculations required to summarize the character of the project in accordance with the contract scope of work. The concept documents are sufficient for review with the appropriate authorities and for initiating public consultation, as required. The submittal shall identify which components, including utilities, or construction disciplines are interdependent.

Design plans will be completed to approximately 30% completion level. These plans will be developed for the railroad elements and the "interim" mainline elements. In addition, plans development required for permitting will be developed for railroad and mainline elements as necessary. However, it is assumed that the crossing Master Plan DSE will develop the concept plans for the future mainline reconstruction and widening elements. Specific work tasks associated with plan advancement of the preferred alternative includes the following:

- a. Alignment, Ties & Benchmarks: The DSE will prepare horizontal alignment and plans along the railroad. Horizontal and alignments will be prepared at 1" = 50' horizontal scale. Alignments will be mathematized in GEOPAK and tied to existing alignment. ROW information will also be provided as determined from the ROW analysis.
- b. Existing and Proposed Typical Sections: Typical Sections for the future mainline will be provided by the DCM/Tollway. Typical sections for the existing interim mainline and railroad will be developed in this contract.
- c. Plan and Profile: Plan and Profile drawings for the mainline and railroad. Drawings will be prepared at 1" = 50' horizontal scale and 1" = 5' vertical scale.
- d. Maintenance of Traffic: These drawings will include suggested stages of construction, typical sections and MOT plan views at 1"=50' scale. MOT plans will be developed for reconstruction of the BNSF Bridge under existing mainline roadway conditions.
- e. Railroad Staging Plans: These drawings will include temporary track alignments and profiles for each stage, and suggested stages of construction for railroad operations including typical sections and MOT plan views at 1"=50' scale. These drawings will be submitted to the BNSF RR and Metra for review and comments.
- f. Utility Plans: Prepare plans identifying horizontal location of existing utilities and provide a utility matrix summary table with utility contact information and current status.
- g. Drainage Plans: Drainage information will be included in the LDS.
- h. Ditch Profile and Cross Section Study: The ditch profiles will be established based on the proposed railroad and "interim" mainline condition and cross section requirements. Ditch investigations for an interim condition along the mainline will be investigated, and future conditions will be obtained from the crossing Master Plan DSE as required.
- i. Pavement Marking and Signing Plans: Not included in this scope of work and to be performed by the DSE performing the crossing Master Plan Study.
- j. Lighting Plans: Prepare proposed underpass lighting plans for the BNSF RR Bridge, and

temporary lighting plans required for the BNSF RR Bridge reconstruction. Proposed and temporary lighting will be installed utilizing existing power source. Mainline lighting is not included in this scope of work and shall be performed by the crossing Master Plan DSE.

- k. ITS Plans and Details: Not included in this scope of work and to be performed by the DSE performing the crossing Master Plan Study.
- l. Structure Plans: The DSE will provide Type Size & Location (TS&L) plans for the BNSF RR Bridge, a temporary railroad bridge, four retaining walls along the railroad, four retaining walls along the mainline (with coordination with crossing Master Plan DSE), a temporary culvert, replacement of a double cell concrete box culvert, and modification/relocation of the culvert located immediately north of the BNSR RR Bridge to support a widened outside shoulder and/or temporary shoofly, as determined in the Master Plan Report.
- m. Metra Platform Modification Plans: The railroad profile adjustment may cause modifications to be made to the nearby Metra platforms. The drawings will include platform modification plans and details, and will also include staging plans such that impacts to Metra patrons are minimized. Note that impacts to the Metra Station buildings are not included in this scope.
- n. Cross Sections: Cross sections will be provided for the railroad and I-294 mainline for the "interim" condition at 100 ft intervals.
- o. Aesthetic Details: Architectural treatments/aesthetic details will be developed incorporating stakeholder input/comments.
- p. Contour Grading Plans: Plans will be provided along the railroad embankment, and also along the mainline for the "interim" condition. The future mainline grading plan will be developed within the limits of the proposed BNSF RR Bridge abutment and will be coordinated with the crossing Master Plan DSE. In addition, detention and compensatory storage details will be provided. Drawings will be prepared at 1"=50' scale.
- q. Landscaping Plans: Plan drawings will be provided and will be prepared at a scale of 1"=50'. Restoration details along the BNSF RR will be provided as necessary. Landscaping Plans for the "interim" condition along the mainline will also be provided, and the future mainline plans will be developed by the crossing Master Plan DSE.
- r. Erosion Control Plans – Prepare plans for soil erosion and sediment control plans according to Tollway criteria. The DSE will also prepare a SWPPP and a preliminary post construction BMP design. Erosion Control Plans for the areas along the railroad and the "interim" mainline condition will be developed. The Erosion Control plans related to the future mainline configuration will be developed by the crossing Master Plan DSE.

II. PHASE II ENGINEERING

Burlington Northern Santa Fe (BNSF) Railroad Bridge Reconstruction (M.P. 26.6)

This work involves the reconstruction of the BNSF Railroad Bridge over I-294. It is anticipated that the work will be performed in two separate Construction Contracts; an advance work contract which will include prefabrication of bridge components; and the second will include the plans required for the BNSF Bridge Reconstruction. The detailed scope of services and various tasks are described below:

23. Plan Sheets - Develop Contract Documents in accordance with the Tollway Design Section Engineer's Manual (March, 2015), 2012 Standard Specification and the Tollway Supplemental Specifications and Criteria and shall consist of the following:

1. Advance Prefabrication Contract:

- a. Develop Base Files/Sheets – As part Project Master Plan work, the DSE will develop the preliminary base sheets.
- b. Title Sheet
- c. Index of Sheets & Highway Standards– Sheet index and list of applicable Tollway and IDOT Highway Standards.
- d. General Notes Sheet - Standard general notes provided by Tollway and project specific notes will be developed for the contract.
- e. Progress Schedule Sheet – A Construction progress schedule will be included in the plans. The use of interim completion dates will be used in the Contract to control the schedule.
- f. Summary of Quantity Sheets - The summary of quantities sheets will be prepared beginning with the Prefinal submittal, and all subsequent submittals. Approximately 40 items per sheet are assumed. The sheets will include pay item code number, description, unit and total quantity.
- g. Alignment, Ties & Benchmarks – Alignment drawing will be provided at a scale of 1"=50' and will include mainline and railroad features. Benchmark and ties information will also be provided.
- h. Typical Sections – Sheets will detail and dimension the existing roadway, and future proposed roadway typical sections.
- i. Roadway Profiles – Plans will consist of two views per sheet, top view will depict the existing mainline profile and the future proposed profile below, and will be shown for information only. Drawing will be prepared at a scale of 1"=50' horizontal and 1"=5' vertical.
- j. Railroad Plans – Temporary Railroad Structure Plans
 - j.1 Typical Section – Railroad typical sections will be provided depicting railroad dimensions and material composition will be provided according to railroad guidelines.

- j.2 Track Plan and Profile – Railroad proposed plan over profile drawings will be provided at a scale of 1"=50' horizontal and 1"=5' vertical.
- j.3 Bridge Plans– Structure framing plan, screed elevations, bearings, and necessary details will be provided for the temporary BNSF Railroad Bridge.

2. BNSF RR Bridge Reconstruction Contract:

- k. Develop Base Files/Sheets – As part Project Master Plan work, the DSE will develop the preliminary base sheets.
- l. Title Sheet
- m. Index of Sheets & Highway Standards– Sheet index and list of applicable Tollway and IDOT Highway Standards.
- n. General Notes Sheet - Standard general notes provided by Tollway and project specific notes will be developed for the contract.
- o. Progress Schedule Sheet – A Construction progress schedule will be included in the plans. The schedule will highlight available dates that will be negotiated with the Railroad in which track outages may occur. The use of interim completion dates will be used in the Contract to control the schedule.
- p. Utility Matrix Sheet – Summary of utility contact information and relocation\conflict status will be provided.
- q. Summary of Quantity Sheets - The summary of quantities sheets will be prepared beginning with the Prefinal submittal, and all subsequent submittals. Approximately 40 items per sheet are assumed. The sheets will include pay item code number, description, unit and total quantity.
- r. Schedule of Quantities Sheets - The schedules will indicate the location of the item by station and quantity at each location. All civil items not included in the typical sections will be considered for tabulation.
- s. Earthwork Schedule Sheet - The schedule will summarize the earthwork excavation and fill requirements at locations noted by stations, adjustment for shrinkage of the soil, and provide a balance quantity of excess or required earth fill within the project limits.
- t. Alignment, Ties & Benchmarks – Alignment drawing will be provided at a scale of 1"=50' and will include mainline and railroad features. Benchmark and ties information will also be provided.
- u. Typical Sections – Sheets will detail and dimension the existing roadway, and future proposed roadway typical sections. The HMA mix selections will be provided by the Tollway for inclusion in the plans, and the Consultant is not responsible for determining HMA mixes or pavement design.
- v. Roadway Maintenance of Traffic – These drawings will include suggested stages of construction, MOT general notes, typical sections and MOT plan views at 1"=50' scale and any necessary details. The detailed MOT plans will be developed after the base concept has been approved. It is estimated that four primary stages will be necessary. No alternate route or detour plans will be required or provided.
- w. Existing Roadway Removal Plans – Roadway removal items will be included on the proposed roadway plans.

- x. Proposed Roadway Plan - Plan drawings will be provided to indicate existing removal and proposed improvements. Roadway plans will consist of two plan views per sheet and will include call outs for both removal and proposed work items prepared at a scale of 1"=50'.
- y. Roadway Profiles – Plans will consist of two views per sheet, top view will depict the existing mainline profile and the future proposed profile below. Drawing will be prepared at a scale of 1"=50' horizontal and 1"=5' vertical.
- z. Roadway Detail Drawings –Drawings showing the necessary roadway details will be provided. In addition, the required IDOT-District 1 highway standards will also be included.
- aa. Drainage Plan– It is anticipated that due to the reconstruction of the BNSF RR Bridge, some modifications to the existing drainage system may be required. These modifications will be presented on the drainage plans. The plan sheets will be developed at a 1"=50' scale. Drainage profiles will not be required. Drawings will include existing and proposed plan view and drainage structure call outs. In addition drainage plan and details will be provided for the BNSF RR. Detention plan details will also be provided.
- bb. Drainage Details – Drainage details will be provided as required. It is estimated that these details will not require specialized structural designs or details.
- cc. Utility Drawings – Plan drawings will be provided to indicate the location of existing utilities and plans will consist of two plan views per sheet and prepared at a scale of 1"=50'. Utility plans for the BNSF RR will also be included.
- dd. Erosion & Sediment Control Plans – Erosion control plans and details will be included. Plan views will consist of two views per sheet and prepared at a scale of 1"=50'. Plans along the BNSF RR will also be provided.
- ee. Contour Grading Plans– Contour grading plans will be included. Plan views will consist of two views per sheet and prepared at a scale of 1"=50'. The railroad embankment grading will be provided, in addition to contour grading for the interim condition (grading to be compatible with existing mainline) as well as future reconstruction. Grading plans along the BNSF RR and compensatory storage plans will also be included.
- ff. Landscaping Plans – Plan drawings will be provided and will be prepared at a scale of 1"=50'. In addition schedule and detail drawings will be provided. Restoration details along the BNSF RR will be provided as necessary.
- gg. Pavement Marking and Signing Plans– Plan sheets depicting pavement markings will be developed at a 1"=50' scale.
- hh. Signing Plans – Signing details will be shown on the proposed pavement marking plans as necessary. Panel details will be provided. It is estimated a total of 3 panels will be required.
- ii. Lighting Plans & Details – Existing and proposed BNSF RR underpass lighting plan and details will be provided. In addition, existing and temporary mainline lighting plan and details will be provided.
- jj. ITS Plans & Details – Not included in this scope of services.

kk. Railroad Plans

- kk.1 Typical Section – Railroad typical sections will be provided depicting railroad dimensions and material composition will be provided according to railroad guidelines.
- kk.2 Temporary RR staging/MOT – These drawings will include stages of construction, rail staging general notes, typical sections, temporary alignments and profiles for each stage, and MOT plan views at 1"=50' scale and any necessary details. The detailed MOT plans will be developed after the base concept has been approved. It is estimated that four primary stages will be necessary.
- kk.3 Track Removal Plans – Railroad removal plan drawings will be provided at 1"=50' scale.
- kk.4 Track Plan and Profile – Railroad proposed plan over profile drawings will be provided at a scale of 1"=50' horizontal and 1"=5' vertical.
- kk.5 Track Details – Railroad track details will be provided as necessary.
- kk.6 Bridge Plans & TSRS – Structure plan and details will be provided for the BNSF Railroad Bridge. Plans will include necessary Temporary Soil Retention System details to construct the new abutments and median pier including for the temporary railroad bridge. In addition, details for ABC method of construction will be provided.
- kk.7 Temporary Bridge Plan Details – Portions of the prefabricated contract will be included in this Contract for reference.
- kk.8 Temporary Metra Platform Modification Plans – Plan and details will be provided for temporary Metra station platforms that will be required to be in place prior to the installation of the proposed shoofly.
- kk.9 Metra Station Modification Plans – Plan and details will be provided for modifications to the adjacent Metra station platforms that may be impacted by the railroad profile adjustment. This work may also need to be staged in order to minimize impacts to Metra users.

II. Ancillary Structure Plans

- II.1 Retaining Wall Plans – Plan details for permanent retaining walls will be provided and will include up to four walls to support the BNSF RR embankment. In addition, provisions for up to four retaining walls along the mainline that may be required for contractor access/storage areas are included in this scope of work.
- II.2 Noise Abatement Wall Details. Plan and details will be required for NAW that may be required along the BNSF RR. In addition, existing NAW at the northwest quadrant and running along the Tollway will be removed and relocated for portions which interferes with the proposed work.
- II.3 Culvert Details – Plan and detail drawings will be provided for existing culvert modification/rehabilitation which may be required. This is anticipated to include the replacement of the existing double cell box culvert, a temporary culvert required for the shoofly construction, and modification/replacement of the existing concrete box culvert located north of the BNSF RR Bridge. End section

details will be provided as well as construction details required, such as jacking operation details.

mm. Cross-sections – Cross Sections will be provided at 100-foot intervals, and at unique locations as appropriate.

24. **Special Provisions** – Special provisions will be necessary to provide descriptions of work that are not covered by the Standard Specifications. Also included in this item is review and inclusion of applicable Tollway and IDOT Recurring, BDE, Guide Bridge or IDOT District Special Provisions. In addition, P-Pages, Advertisement Page, and Authorization to Advertise Memo are included with this task.
25. **Review and analyze available existing project information.** This effort will include review of all existing plan information to determine the information used in development of Phase II plans. Although information is being collected as part of the Master Plan, appropriate as-built review and knowledge of upcoming and ongoing contract work in the project area will be necessary.
26. **Constructability Review-** The DSE will perform a constructability review to ensure a set of plans that are 'buildable' and mitigate issues that may cause conflicts/delays during construction. The plans will review sequence of work, potential interference with various disciplines, ensure proper permits and ROW parcels are identified, Special Provisions and Environmental items are accounted for in the design.
27. **Probable Construction Cost Estimates** – The anticipated cost of construction will be provided for each milestone submittal using the pay items and historical unit prices according to the BDE Manual, Tollway and IDOT recent Bid Tabulations from similar projects.
28. **Quantity Book Takeoffs** – Detailed breakdowns will be provided for every pay item and consolidated for use during construction. This deliverable will only be provided at the PS&E Submittal.
29. **Disposition to Comments** – A disposition to comments log including reviewer comments and DSE response will be provided for each milestone submittal review.
30. **Design Computations** –
 - a. **Drainage Calculations:** The DSE will prepare and submit to the Tollway for review and approval the drainage calculations according to the requirements of the Tollway Drainage Design Manual.
 - b. **Barrier Warrant Analysis:** The DSE will prepare and submit to the Tollway for review and approval the Barrier Warrant Analysis calculations according to the requirements of the Tollway Design Manual.
 - c. **Structural Computations:** The DSE will prepare structural calculations necessary for the Tollways review and approval for; BNSF RR Bridge rehabilitations; assumed retaining walls that may be proposed; and modifications to existing box culverts.
31. **Permits** – This project will require a Section 404 permit, Section 401 Water Quality Certification, and Interagency Wetland Policy Act Permit. It will also require permits from IDNR-OWR for Floodway Construction. The project may also require an MWRD Watershed Management permits if it includes roadway or railroad development including sewers, drainage, or detention in combined sewer areas or a new outfall to a waterway. Per the MWRD website, Western Springs is a combined sewer community.

The design team will assist the Tollway with preparation and submittal of the necessary documentation. Each of the applications requires extensive work effort

- **USACE - Clean Water Act Section 404 Permit Application - Critical Path**

Improvements within the project limits will be reviewed as Individual Permits by the USACE and IEPA. The following documents will be prepared to assist the Tollway with preparation and submittal of the application package.

The Section 404 permit application will include the following information:

- Joint Permit Application form
- Mailing Labels
- Draft USACE Public Notice
- Section 404 (b)(1) documentation
- Alternative Sites Analysis – Based on the findings of the Environmental Assessment (EA)
- Avoidance and minimization documentation
- Wetland Assessment report - INHS
- Threatened and Endangered Species Documentation
- Archeological Resources – provided by others
- Project description and construction plans (including grading and soil erosion and sediment control)
- Coordination of Mitigation Credits

It is anticipated that the package will go through two review iterations prior to submittal to the USACE. We anticipate some coordination and response to comments during review will also be necessary. Meetings and follow-up with the agency may be required to facilitate their review.

- **IEPA - Water Quality Certification – Section 401 Permit Application – Critical Path**

If an Individual Section 404 Clean Water Act permit from the U.S. Army Corps of Engineers (USACE) will be required, an Individual Water Quality Certification and Anti-Degradation Review will be required from IEPA. We will prepare the necessary support documentation to assist the Tollway with preparation and submittal of the application package. It is anticipated that the package will go through two review iterations prior to submittal to IEPA. We anticipate some coordination and response to comments during review will also be necessary.

- **Interagency Wetland Policy Act (IWPA) IDNR Permit Application – Critical Path**

If wetland is impacted for this project, CBBEL will prepare and submit on behalf of the Tollway the required IWPA permit application. This package would include the proposed

wetland mitigation approach. It is anticipated that the package will go through two review iterations prior to submittal to IDNR. We anticipate some coordination during review will also be necessary.

- **IDNR-OWR Permit Application for Construction in a Floodway – Critical Path**

The applicable floodway construction permits will be described in the Concept Drainage Report. Until the design is advanced, it is not possible to determine with certainty which floodway construction permits will be required, as it is dependent upon the proposed impacts to Flagg Creek. It is anticipated that each waterway crossing structure will require a separate permit. Longitudinal encroachment or Flagg Creek relocation permitting would be handled with the nearest appropriate structure.

If Regional and Statewide permits do not apply due to the level of proposed impacts, CBBEL will prepare on behalf of the Tollway the required Floodway and/or Individual IDNR-OWR floodway construction permit application packages. These packages will include completed application form, narrative, structure and channel exhibits, Waterway Information Tables (WITs), summary tables, floodway fill and cut calculations, and hydraulic modeling as necessary, in a format acceptable to IDNR-OWR. The application packages will initially be submitted to the Tollway for internal review. It is anticipated that the packages will go through two review iterations by IDNR-OWR. We anticipate coordination during review will be necessary. Application fees are anticipated to be required and are not included in this Task, but are estimated under Direct Costs.

- **MWRD Watershed Management Permit Application – Critical Path**

The applicable MWRD permits will be described in the Concept Drainage Report. Until the design is advanced, it is not possible to determine with certainty which MWRD schedules will be required, as it is dependent upon the proposed project design, particularly adjacent to the BNSF railroad and 47th Street. If MWRD permit applications are required, CBBEL will prepare on behalf of the Tollway the required permit packages. These packages will include completed application forms and Schedules, plans, exhibits, calculations, and hydraulic modeling as necessary, in a format acceptable to MWRD. The application packages will initially be submitted to the Tollway for internal review, and may also be coordinated with the BNSF and adjacent Villages as required. It is anticipated that the packages will go through two review iterations by MWRD. We anticipate coordination during review will be necessary. Application fees are anticipated to be required and are not included in this Task, but are estimated under Direct Costs.

- **Stormwater Pollution Prevention Plan Preparation**

A Stormwater Pollution Prevention Plan (SWPPP) will be prepared for the project in accordance with Part IV of the General NPDES Permit No. ILR10. Please note that completion of this task will require signed certification statements from contractors, subcontractors, and the operator as identified in the SWPPP. As part of the SWPPP preparation, an electronic copy of the SWPPP to the IEPA will be submitted. As required by the NPDES Phase II Storm Water Construction General Permit (ILR10), an up-to-date copy of the SWPPP must be maintained on the project site during construction activities.

Other items related to the scope and workhours include:

- This project will be done in English units.
- It is estimated that the work will be included into one contract package.
- It has been estimated that the Project Master Plan survey scope that utilizes previous aerial survey information and supplemented with field surveys will be adequate to develop the Phase II improvement plans. No supplemental or detailed survey has been included.
- No land acquisition (including temporary easements) is anticipated at this time. If required, all land acquisition including the development of plats and legal descriptions will be done by the DSE. This work is included as part of the Master Report work.
- All CADD shall be done in MicroStation V8i.
- The DSE will document relevant correspondence for the project. Phone logs are not required to be submitted.
- Design information will be obtained by the DSE as part of the Project Master Plan studies, if additional information is required to adequately complete the work, it assumed that the Tollway will provide. A Concept Report will not be prepared for this Contract.

III. GENERAL PROJECT ACTIVITIES

32. Meetings and Field Checks

- a. Project Book Meetings: The DSE will participate in Project Book Meetings with the Tollway that are assumed to be held on a monthly basis for the duration of project, and that up to two (2) DSE staff will participate in the meetings.
- b. DSE Coordination Meetings: The DSE will participate in monthly coordination meetings to coordinate existing work activities, discuss future tasks, and ensure the project schedule is being maintained. Meeting minutes will be prepared and distributed to project staff.
- c. Internal Meetings: DSE project staff meetings are anticipated to be held on a bi-monthly basis to coordinate existing work activities and discuss future tasks. Meeting minutes will be prepared and distributed to project staff.
- d. Tollway Coordination Meetings: Meeting with the Tollway to coordinate or discuss ongoing issues and various tasks. Meeting minutes will be prepared and distributed to project staff.
- e. BNSF Railroad and Metra: DSE will meet with railroad representatives to discuss proposed work and coordinate requirements related to the railroads processes and procedures. It is anticipated that a total of 6 meetings with up to three (3) DSE staff will participate in the meetings for each agency.
- f. Local Agency Meetings: Meeting with local agencies to discuss proposed scope of work or alternatives.
- g. Field Visits: DSE will perform field visits as necessary to verify existing plan data or, obtain additional data required.
- h. Plan in Hand Reviews: The DSE will conduct plan in hand review meetings for each contract to ensure the plans are developed consistent with current existing field conditions.
- i. Project Website Interface. This project is anticipated to be managed through the Tollway's E-Builder web-based project management system. We will participate in the procedures and training.

33. Coordination

- a. Coordination with the BNSF and Metra Railroad:
 - The DSE will obtain all necessary data such as train frequency, number of trains per day, and allowable train speed and length.
 - The DSE will meet with Railroad personnel on site to discuss proposed scope of work for the rehabilitation or replacement of the structure.
 - The DSE will submit Right of Entry Permits and coordinate insurance requirements in order to perform the bridge inspections & surveys on BNSF property.
 - The DSE will assist the Tollway in coordinating with the railroad for the Preliminary and Construction Engineering Agreements.
 - Coordinate reviews for milestone submittals.
 - DSE will assist the Tollway in securing a Construction and Maintenance agreement.
- b. Illinois Commerce Commission:
 - DSE will coordinate with the ICC and provide information for the Agreed Order;
 - DSE will prepare and file a petition and response on behalf of the Tollway;

c. Utility Coordination

- The DSE will contact each utility agency to obtain the location of all utilities located within and/or adjacent the Tollway ROW and the existing utility information will be compiled and digitized into CADD drawings. Horizontal locations will be approximate.
- The DSE with assistance from the Utility Agency will identify the potential conflicts within the proposed improvement.
- The DSE will prepare NOI forms for the Tollways use.
- The DSE will attend meetings with Utility owners to discuss potential conflicts. Meeting minutes will be prepared and distributed. In addition, the DSE will log all correspondence with the Utility owners, track potential conflict resolution, and make log available to the Tollway.
- Coordinate SUE Locates, prepare Utility Work Orders and determine schedule for utility relocations (if necessary).

d. Other Coordination

- Outside Agency Coordination: Project coordination is anticipated to occur with the following outside agencies as part of the data collection task and the alternatives development and evaluation task. Coordination with Environmental Agencies is covered in the Environmental Evaluation Document Task. (Note the coordination with municipalities will be coordinated through the DCM)
 - i. Illinois Department of Transportation
 - ii. Cook County
 - iii. Lyons Township
 - iv. Village of Hinsdale
 - v. Village of Western Springs
 - Permitting Agencies: Coordination with all required permitting agencies, including application preparation and submittal.
 - Adjacent DSE's: Coordinate with DSE's working on other adjacent Tollway projects.
 - DSE Field Operations Coordination: Various lane and shoulder closures will be required to perform bridge inspections, portions of the survey, and geotechnical investigations. There will be a single point of contact to coordinate all lane closures required. It is anticipated that the majority of the work will be performed within a given lane and shoulder closures for all disciplines and will require internal coordination and scheduling between all parties. In addition, portions of the work may not be performed in unison and will require separate scheduling and coordination.
- e. Mentor Protégé – The Mentor Protégé program for this project will enhance the capabilities of ABNA Engineering, Inc. to build their capabilities in becoming and remaining self-sufficient, competitive and a profitable business enterprise. Bowman, Barrett, and Associates, Inc. will meet with Tollway to discuss this program and in addition to mentoring and providing oversight to ABNA staff members.

34. Bid Support

- a. Pre-Bid Meeting: DSE shall attend the per-bid meeting and participate as directed by the Tollway. The DSE will prepare meeting minutes for distribution to the plan holders. The DSE will also prepare written responses and/or clarifications to bidders inquiries that may arise at the per-bid meeting.

- b. Addendums: The DSE will prepare addendum documents as necessary.
- c. Bid Review: The DSE will review and analyze bids to recommend award.
- d. Post Bid Drawings: The DSE will provide a set of documents to be issued to the successful bidder incorporating all addendum revisions.

35. INVEST

- DSE will Perform INVEST planning and design evaluations to comply with the requirements set forth in the Tollway's INVEST manual in order to develop more sustainable projects and measure sustainable results and progress on projects.
- DSE will implement sustainable practices and incorporate into the design as applicable.
- DSE will develop the Project INVEST Scorecard
- DSE will develop the Project INVEST Tracking Form
- DSE will coordinate and attend workshop with the INVEST Team at the 30% plan completion milestone.
- DSE will evaluate and incorporate sustainable practices into the 60% plan completion milestone.
- DSE will attend a mini workshop to complete the As-Designed INVEST Evaluation of the project at the 95% plan completion milestone.

36. Quality Assurance/Quality Control

Overall Project Administration and QA/QC as part of the Master Plan development will include the following tasks:

- a. Consultant's Quality Plan: Develop and submit for approval a draft of the Consultant's Quality Plan (CQP). The DSE will revise and resubmit the Final CQP incorporating review comments.
- b. Tollway Audits: It is anticipated that two (2) Tollway Quality Audits will be performed.
- c. QA/QC Subconsultants: QA/QC oversight of the subconsultants work will be required.
- d. Quality Control\ Quality Assurance: A quality control review will be performed for each milestone submittal of all studies, reports, plans and calculations for format, compliance with Tollway standards, coordination between disciplines, clarity and completeness, and assurance that technical reviews have been completed and documented. Senior DSE staff will be involved in comprehensive reviews of documents and procedures.

37. Administration/Management

- a. Progress Narratives/Invoices: The DSE will prepare monthly progress narratives describing activities during the preceding month, plans for the next month, problems encountered, actions required by the Tollway and overall status of the project. Prepare monthly invoices for services rendered during the preceding month including cover letter, personnel summary, and sub-consultant progress reports and invoices.

FLAG CK. SURVEY

by CBDEL
OAKD 05/22/15

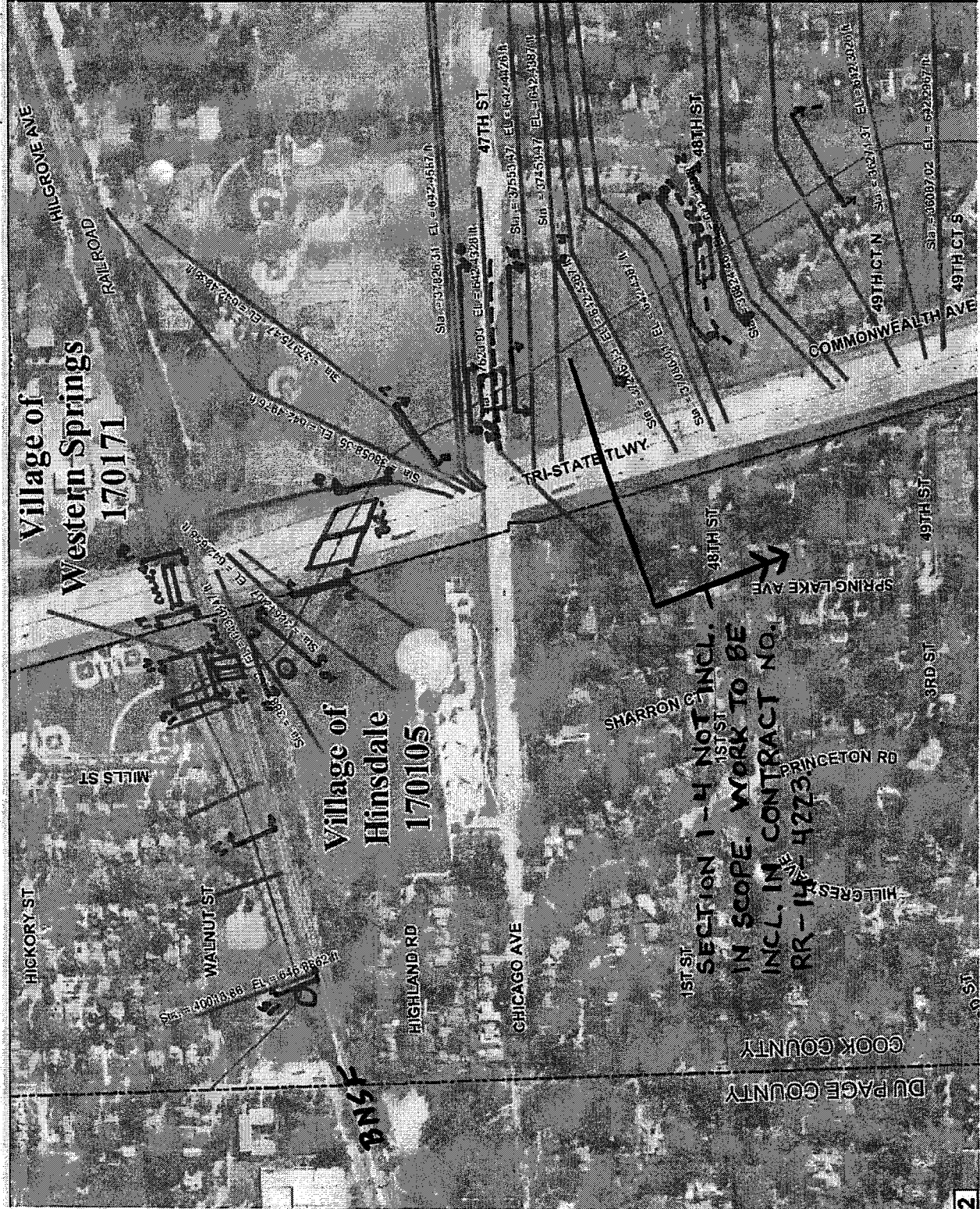
± 1" = 300'

Prop. Section 1
XS in
SR in
outfall in
Rond & in

(10 XS Total)
(2 CURV.)
(3 R.R.)
(2 R.R.)
Prop. by in pond
Area x 5/13/10
Lumber x 2
2

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

Also see...
D.K.



SECTION 1-4 NOT INCL.
IN SCOPE. WORK TO BE
INCL. IN CONTRACT NO.
RR-147-4273

Exhibit F-2

TABLE A-1
Tollway RR-14-4222 - INCLUDED BRIDGES

B/N	IDOT S/N	M.P.	Name	Feature Carried	Feature Crossed	Span	Skew	Superstructure Type	Substructure Type	Maintenance Agreement
261	016-9811	26.6	BNSF RR	Railroad	Tollway	2	N	Steel Multi-Girder w/ ballasted steel deck plate	Solid Concrete High Wall Abutments & Pier on drilled shafts	Tollway (A)

A Type – Illinois Tollway has complete maintenance responsibility.

B Type – Illinois Tollway has partial maintenance responsibility.

TABLE A-2
Tollway RR-14-4222 - INCLUDED CULVERTS

SN	M.P.	Name	Feature Carried	Feature Crossed	Cells	Skew	W x H (Feet) ¹	Approx Length (Feet)
N/A	26.6	Flagg Creek under BNSF RR	Railroad	Creek	2	N	10 x 7	Concrete box culvert -171.5'
N/A	26.6	Box Culvert	Tollway	Creek	1	N	6 x 5	Concrete box culvert - 168'

Note 1: Dimensions of each cell.

TASK NO./DESCRIPTION	TOTAL HOURS	
	Sub-Total	Task Total
I. PROJECT MASTER PLAN		
1. Data Collection & Review		292
a. Initial Field Reconnaissance (2 days x 5 ppl)	80	
Prepare Project Photo Log	28	
b. Obtain/Review/Catalog As-Built Tollway Plans	40	
c. Obtain/Review/Catalog As-Built Local Plans	40	
d. Obtain Record Bridge Inspections and BCR's	20	
e. Obtain/Review/Catalog existing Tollway ROW plans	40	
f. Obtain/Review/Catalog Local Agency Improvement Plans	34	
g. Obtain existing traffic data	10	
2. Topographic Survey and Plats		2338
2.1 Control Points		
Horizontal Control Along Railroad		
(Set 3 primary and 3 Secondary control pts & ties)	80	
Vertical Control (Benchmarks (2 total))	24	
2.2 Topographic Survey and Cross Sections		
Tree Survey	252	
I-294 Cross Sections	40	
BNSF Cross Sections	280	
Stream Surveys	250	
I-294 over Flagg Creek (BN 259 & 260)	40	
47th Street over Flagg Creek (BN 255)	40	
Commonwealth Drive over Flagg Creek (SN 016-6804)	40	
Topographic Survey	200	
2.3 Structure and Culvert Surveys		
Overhead Location (BNSF RR)	80	
Culverts (2 Locations)	40	
2.4 Additional Survey Items and Data Processing		
Establish Existing Railroad Centerline	40	
Supplemental Survey	160	
Utility Locates Survey		
Bridge Location (1 Locations @ 20 hrs each)	20	
Along Railroad	40	
Soil Boring Layout/Pick-up	40	
Detention Area Topography	80	
Compensatory Storage Area Topography	80	
Metra Platform (2 Station @ 40 each)	80	
Preparation of Base Files		
(12 Sheets @ 6 hrs/sht)	72	
Aerial/Topo DTM Merge & Update	40	
2.5 Plat of Highways / Existing Railroad Right-of-Way	96	
2.6 Preparation of Plats & Legal's	224	
3. Existing Geometric Analysis		168
a. Review Horizontal Alignment (Railroad & Assist w/ Mainline))	24	
b. Review Vertical Alignment and Clearances	32	

TASK NO./DESCRIPTION	TOTAL HOURS	
	Sub-Total	Task Total
c. Review Clear Zones	32	
d. Barrier Warrant Review	24	
Preliminary Evaluation Report	32	
Final Evaluation Report	24	
4. Mainline Crash Analysis		24
Review/Tabulate Mainline Crash Data (Provided by Others)	12	
Evaluate Crash Frequency, Patterns and Severity for Remedial Measures - w/ DSE Coordination	12	
5. Mainline Traffic Operations Analysis		48
Review Existing traffic for completeness (mainline)	4	
Review Mainline Existing Capacity and LOS Analysis	12	
Traffic Operations Memorandum (MOT Conditions)	32	
6. Alternatives Development and Evaluation		3,366
Establish Project Design Criteria (Railroad, Tollway, and Local Agency)	60	
<i>Railroad Design Studies</i>		
Concept Alternative - Horizontal Plans		
Three Tracks (5 sheets at 30 hrs ea x 4 alternatives)	600	
Shoofly (5 sheets at 24 hrs ea x 4 alternatives)	450	
Concept Alternative - Vertical Profiles		
Railroad (5 sheets at 24 hrs ea x 4 alternatives)	480	
Shoofly (5 sheets at 16 hrs ea x 4 alternatives)	320	
Concept Alternative - Critical Cross Sections		
13 sheets x 2 per sheet x 1.5 hrs each x 4 Alternatives	156	
Retaining Wall and ROW Analysis	180	
Constructability and Cost Comparison (4 Alternatives)	280	
Metra Platform Impacts Study & Alternative Analysis (2 @ 140 hrs)	280	
Investigate Staging Alternates for Railroad	96	
Construction Schedule (4 Alternatives)	80	
<i>Mainline Design Studies</i>		
Concept Alternative - Horizontal Plans		
Mainline -Coordination with DSE	8	
Concept Alternative - Vertical Profiles		
Mainline (3 sheets at 8 hrs ea x 3 Alternatives) w/ DSE Coordination	72	
Review of Adjacent Master Plan DSE Alternatives (2 Alt. @ 4 hrs each)	8	
Concept Alternative - Critical Cross Sections		
Interim Condition (10 sheets x 2 per sheet x 2 hrs each x 2 Alternatives)	40	
Review of Adjacent Master Plan DSE Alternatives (4 Alt. @ 4 hrs each)	16	
Retaining Wall and ROW Analysis - w/ DSE Coordination	40	
Contractor Access and Work Operations Study (4 Alternatives)	80	
Preferred Alternative - Roadside Barrier Warrant Review		

TASK NO./DESCRIPTION	TOTAL HOURS	
	Sub-Total	Task Total
Mainline - Interim & Final	40	
Roadside Barrier Warrant Report	24	
Preferred Alternative - Document Geometric Variances	16	
Concept Alternatives Documentation Report	40	
7. Earthwork Quantity/Computation Study		120
Railroad (4 Alternatives @ 20 hrs/ea)	80	
Mainline "Interim" (2 Alternatives @ 20 hrs/ea)	40	
8. Pavement Marking and Signing Study		
Develop pavement marking plan		
Develop signing plan		
9. Roadway Appearance / CSS		44
CSS policy	8	
Aesthetic treatments	36	
10. Location Drainage Study		1506
General Location Drainage Map	10	
Existing Drainage Plan (11 Sheets @ 16 hrs each + field visit)	184	
Identified Drainage Problems	40	
Identified Base Floodplains	18	
Bridges and Culverts (Flagg Creek- 2 Br & 1 culv.; Trib.- 1 culv. @ 80 hrs each)	240	
Temporary Culvert for Shoofly (1 @ 60 hrs each)	60	
Drainage Design Criteria	12	
Outlet Evaluation (4 Outlets @ 8 hrs each)	32	
Storm Water Detention Analysis (1.04 miles x 45 hrs/mile, mainline + RR)	74	
Right-of-Way Evaluation	80	
Drainage Alternatives	240	
Proposed Drainage Plan (Railroad & Mainline Interim Condition) (11 Sheets @ 24 hrs each)	264	
Floodplain Encroachment Evaluation (4 locations @ 40 hrs each)	160	
IDNR-OWR & MWRD Permit Summaries/Coordination	8	
BMP Summary	4	
Report Assembly	80	
11. Geotechnical Investigation		1295
(See Proposal by Wang Engineering, Inc.)	1215	
Soil Boring Layout (5 Sheets @ 2 hrs each)	20	
Geotechnical Reports - Coordination/Review	60	

TASK NO./DESCRIPTION	TOTAL HOURS	
	Sub-Total	Task Total
12. Bridge Inspections & Structure Type Study		2492
12.1 Bridge Inspections (Includes Prep, Coord., Mobilization & Documentation)		
B/N 261	80	
Existing Cross Road Culverts (2 Major Culverts)	32	
12.2 Bridge Type Study		
Bridge Condition Reports		
B/N 261	240	
Existing Cross Road Culverts (Tech Memo)	80	
Retaining Wall Analysis (Tech Memo) (2 @ 40 hrs ea)	80	
Bridge Alternatives		
BNSF Railroad (96 hrs x 2 Alternatives x 4 variations)	768	
BNSF Railroad Pier Constructability Study	80	
Mainline Structures (40 hrs x 2 Alternatives) - w/DSE Coordination	80	
ABC Construction Methods	160	
Retaining Wall (4 walls @ 60 hrs/each)	240	
Temporary Soil Retention System Study (2 wall Types @ 48 hrs/each)	96	
Temporary Shoofly Bridge Study	96	
Temporary Culvert	40	
Mainline Retaining Walls for Contractor Access (w/ DSE Coordination)	80	
Culvert Alternatives (2 culverts @ 60 hrs each)	120	
Constructability and Cost Analysis	220	
13. Highway Lighting Study		124
Develop underpass lighting report (1 Location)	36	
Develop underpass photometrics (Underpass & Temp Lighting)	60	
Identify impacts to existing mainline lighting	20	
Develop cost estimate for green lighting alternatives	8	
14. ITS Concept Study		
Not included in scope of work		
15. Maintenance of Traffic Study		1084
Coordinate with DSE on planned Corridor Contracts	12	
Evaluate Railroad Staging (MOT) Concepts (4 Alternatives @ 140 hrs each)	560	
Evaluate Mainline MOT Concepts under existing conditions (4 Alternatives @ 96 hrs each)	384	
Evaluate Mainline MOT Concepts future conditions - w/ DSE Coordination (3 Alternatives @ 20 hrs each)	40	

TASK NO./DESCRIPTION	TOTAL HOURS	
	Sub-Total	Task Total
Workzone Speed Limit Flow Chart	16	
Prepare & Submit Draft Maintenance of Traffic Report	44	
Prepare & Submit Final Maintenance of Traffic Report	28	
16. Utility Conflict Study		192
Utility Study	96	
Utility Contact Log (8 hrs/month x 12 months)	96	
17. Environmental Evaluation Document (EED)		1081
Environmental Studies Inventory Sheet (ESIS)		
17.1 Preparation of ESIS Form	40	
17.2 ESIS Technical memorandums		
Wetlands	80	
Biological Resources	63	
Threatened and Endangered Species Coordination		
Preparation of Section 7 Documentation		
Preparation of IDNR Documentation		
Coordination with Agencies		
Public Lands	60	
Streams, Lakes and Waterways	80	
Cultural, Historical, and Archeological	20	
Special Waste	80	
Noise	100	
Air Quality	80	
Agricultural Resources	8	
Landscape, Erosion and Sediment Control	32	
17.3 Water Quality BMPs, etc.	80	
17.4 Environmental Evaluation Document (EED)		
Draft EED	120	
Final EED	60	
17.5 Tree Listing and Memorandum	50	
17.6 INVEST Manual Evaluations	48	
17.7 Environmental Agency Coordination	80	
Exhibit and Display Preparation		
18. Cost Estimates and Operating Budget Impact Analysis		136
Preferred Alternative Cost Estimate	80	
Preferred Alternative Cost Benefit Analysis	40	
Preferred Alternative Operating Budget Impact Analysis (Analysis by others - DSE Incorporates)	16	
19. Project Implementation/Constructability Reviews		188
Development of Project Construction Schedule	108	
Constructability Review for the Preferred Alternate	80	

TASK NO./DESCRIPTION		TOTAL HOURS	
		Sub-Total	Task Total
20.	Project Master Plan Report		250
	Prepare Report Outline	60	
	Compile and Deliver Draft Report	80	
	Prepare Disposition of Draft Report Review Comments	30	
	Prepare and Deliver Final Report	80	
21.	Master Plan Presentation		96
	Provide Information to DCM for Power Point Presentation	24	
	Dry Run w/ Tollway (1 mtgs with 3 staff @ 4 hrs)	12	
	Provide information to DCM for Final Power Point Presentation	12	
	Attend Presentation @ Tollway (1 mtg with 6 staff @ 4 hrs)	24	
	Provide Information to DCM for Executive Project Summary	8	
	Attend Adjacent DSE Scoping Meetings (2 mtgs with 2 staff @ 4 hrs)	16	
EXHIBIT A - MASTER PLAN (Tasks 1-21)			14,844
22.	CONCEPT DESIGN (30 %)		3,460
a.	Alignment, Ties & Benchmarks		
	(5 Railroad Sheets @ 8 hrs/sht)	40	
	(3 Mainline Sheets @ 2 hrs/sht) - w/DSE Coordination	6	
	(2 Shts - Control Pts., Ties and BM @ 20 hrs/sht)	40	
b.	Typical Sections		
	Railroad		
	Proposed - (1 Sheet @ 12 hrs/sht)	12	
	Existing - (1 Sheet @ 8 hrs/sht)	8	
	Mainline		
	Proposed - (By Others)		
	Existing - (1 Sheet @ 4 hrs/sht)	4	
c.	Proposed Plans		
	Railroad (5 Sheets @ 12 hrs/sht)	60	
	Mainline Interim (4 Sheets @ 12 hrs/sht)	48	
	Mainline Future (3 Sheets @ 2 hrs/sht) w/DSE Coordination	6	
	Proposed Profiles		
	Railroad (5 Sheets @ 8 hrs/sht)	40	
	Mainline Future (3 Sheets @ 2 hrs/sht) w/DSE Coordination	6	
d.	Mainline MOT Typical Sections		
	Interim Condition (2 Sheets @ 8 hrs/sht)	16	
	Future Condition (2 Sheets @ 2 hrs/sht) w/DSE Coordination	4	
	MOT Plan Sheets		
	Interim Condition (4 Sheets/Stage x 4 Stages x 2 substages @ 10 hrs/sht)	320	
	Future Condition (3 Sheets/Stage x 4 Stages @ 2 hrs/sht) w/DSE Coord.	24	

TASK NO./DESCRIPTION	TOTAL HOURS	
	Sub-Total	Task Total
e. Railroad Staging Typical Sections		
Railroad (2 sheets @ 16 hrs/sht)	32	
Staging Plan Sheets		
Railroad (5 Sheets/Stage x 4 Stages x 2 substages @ 8 hrs/sht)	320	
f. Utility Plans		
(7 Sheets @ 10 hrs/sht)	70	
g. Drainage Plans (Accounted for in CDR)		
h. Ditch Profile and Cross Section Study		
(2.4 miles @ 40 hrs/mile)	96	
i. Pavement Marking / Signing Plans		
Not included in this scope of work.	-	
j. Lighting Plans		
Underpass Lighting BNSF RR	48	
Temporary lighting plan (Reconstr. BNSF RR)	40	
k. ITS Plans & Details		
Not included in this scope of work.	-	
l. Structure Plans		
Type, Size & Location Plans (Bridges)		
Railroad Bridge @ 320 hrs/each	320	
Shoofly Temporary RR Bridge	200	
Retaining Walls		
BNSF RR Bridge (4@ 72 hrs each)	288	
TSRS Concepts (2 alternatives @ 40 each)	80	
Mainline Locations for Temporary Widening \Contractor Access		
(4 @ 24 hrs) w/ DSE Coordination	96	
Noise Walls (Along BNSF RR Bridge)	40	
Cross Road Culverts		
Permanent Culverts 2 @ 48 hrs each	96	
Temporary Culvert 1 @ 48 hrs each	48	
m. Metra Platform Modifications		
(2 Platform Locations @ 40)	80	
n. Template Cross-Sections		
Railroad (50 Cross Sections @ 2 hrs each)	100	
Interim Mainline (30 Cross Sections @ 2 hrs each)	60	
Future Mainline (10 Cross Sections @ 2 hrs each) w/DSE Coordination	20	
o. Aesthetic Plans		
Details (2 shts @ 24 hrs each)	48	

TASK NO./DESCRIPTION		TOTAL HOURS	
		Sub-Total	Task Total
p.	Contour Grading Plans		
	Interim Mainline Condition & Railroad (13 Sheets @ 24 hrs/sht)	312	
	Future Condition (4 Sheets @ 16 hrs/sht)	64	
	Detention and Compensatory Storage Plans (2 @ 16 hrs/sht)	32	
q.	Landscaping Plans		
	Interim Mainline Condition & Railroad (13 Sheets @ 8 hrs/sht)	104	
	Future Condition (By Others)		
r.	Soil Erosion and Sediment Control Plans		
	Interim Mainline Condition & Railroad (13 sheets @ 8 hrs/sht)	104	
	Future Mainline Condition (By Others)		
	Preparation of SWPPP	24	
	Post Construction BMP Design (30%) (13 sheets @ 8 hrs/sht)	104	
EXHIBIT A - Conceptual Design Sub-Total (Task 22) =			3,460
II. PHASE II DESIGN			
BNSF RR Bridge Reconstruction over I-294 Mainline (M.P. 26.6)			
23.	Plans Sheets (60%, 95%, 100% & Advertisement Submittals)		
23.1.	Advanced Pre-Fabrication Contract		1,156
a.	Base Sheet Set-up (1 Contract)	16	
b.	Title Sheet (1 Vols/Contract, 1 Sht/Vol @ 8 hrs/sht)	8	
c.	Index of Sheets (Drawings & Standards) (1 Vols/Contract, 1 Shts/Vol @ 8 hrs/sht)	8	
d.	General Notes (1 Sheets/Contract @ 12 hrs/sht)	12	
e.	Progress Schedule (1 Sheet/Contract @ 24 hrs/sht)	24	
f.	Summary of Quantities (1 Sheets/Contract @ 48 hrs/sht)	48	
g.	Alignment, Ties & Benchmarks (Inclusion of Concept Plan Drawings)	4	
h.	Typical Sections (1 Sheets/Contract @ 4 hrs/sht) - from BNSF RR Contract (Item 23.2.kk.)	4	
i.	Roadway Profiles (1 Sheets/Contract @ 4 hrs/sht) - from BNSF RR Contract (Item 23.2.y.)	4	
j.	Railroad Plans - Shoofly Temporary Bridge Typical Section (1 Sheets/Contract @ 8 hrs/sht)	8	
	Railroad Plan and Profile (5 Sheets/Contract @ 24 hrs/sht)	120	
	Railroad Bridge Plan and Details for Fabrication	900	
23.2.	BNSF RR Bridge Reconstruction Contract		13,650

TASK NO./DESCRIPTION	TOTAL HOURS	
	Sub-Total	Task Total
k. Base Sheet Set-up (1 Contract)	40	
l. Title Sheet (2 Vols/Contract, 1 Sht/Vol @ 8 hrs/sht)	16	
m. Index of Sheets (Drawings & Standards) (2 Vols/Contract, 1 Shts/Vol @ 8 hrs/sht)	16	
n. General Notes (3 Sheets/Contract @ 8 hrs/sht)	24	
o. Progress Schedule (1 Sheet/Contract @ 80 hrs/sht)	80	
p. Utility Matrix (1 Sheet/Contract @ 24 hrs/sht)	24	
q. Summary of Quantities (4 Sheets/Contract @ 44 hrs/sht)	176	
r. Schedule of Quantities (3 Sheets/Contract @ 32 hrs/sht)	96	
s. Earthwork Schedule (1 Sheets/Contract @ 24 hrs/sht)	24	
t. Alignment, Ties & Benchmarks (Inclusion of Concept Plan Drawings)	16	
u. Typical Sections (3 Sheets/Contract @ 40 hrs/sht)	120	
v. MOT General Notes (1 Sheet/Contract @ 32 hrs/sht)	32	
MOT Typical Sections (2 Sheets/Contract @ 24 hrs/sht)	48	
MOT Plan Sheets 3 Sheets/Stage x 4 Stages/Contracts x 2 substages = (24 Sheets @ 40 hrs/sht)	960	
MOT Detail Sheets (2 Sheets @ 36 hrs/sht)	72	
w. Existing Roadway Plans (Removals) Included with Roadway Plans		
x. Roadway Plans (with Removals) (4 Sheets/Contract @ 40 hrs/sht)	160	
y. Roadway Profiles (2 Sheets/Contract @ 16 hrs/sht)	32	
z. Roadway Details (2 Sheets/Contract @ 36 hrs/sht)	72	
aa. Drainage Plans Drainage Schedules (1 Sheets/Contract @ 40 hrs/sht)	40	
Drainage Removal Plan (7 Sheets/Contract @ 8 hrs/sht)	56	

TASK NO./DESCRIPTION	TOTAL HOURS	
	Sub-Total	Task Total
Drainage Plan and Profile (7 Sheets/Contract @ 24 hrs/sht)	168	
Pipe Underdrain Design, Plan and Schedule (2 Sheets/Contract @ 24 hrs/sht)	48	
Detention Ponds Design/Grading Plans (2 Sheets/Contract @ 40 hrs/sht)	80	
bb. Drainage Details (4 Sheet/Contract @ 32 hrs/sht)	128	
MOT Drainage Plans (7 Sheets/Contract @ 24 hrs/sht)	168	
cc. Utility Plans (7 Sheet/Contract @ 12 hrs/sht)	84	
dd. Erosion & Sediment Control Plans and Details General Notes & Schedules (1 Sheets/Contract @ 40 hrs/sht)	40	
Plan Sheets (10 Sheets/Contract @ 20 hrs/sht)	200	
Detail Sheets (2 Sheet/Contract @ 24 hrs/sht)	48	
ee. Contour Grading Plans (10 Sheets/Contract @ 24 hrs/sht)	240	
Detention and Compensatory Storage Plans (2 @ 24 hrs/sht)	48	
ff. Landscaping Plans (10 Sheets/Contract @ 24 hrs/sht)	240	
Detail Sheets (2 Sheet/Contract @ 24 hrs/sht)	48	
General Notes & Schedules (2 Sheet/Contract @ 24 hrs/sht)	16	
gg. Pavement Marking and Signing Plans (3 Sheets/Contract @ 16 hrs/sht)	48	
hh. (3 Panels @ 6 hrs/sht)	18	
ii. Lighting Plans & Details General Notes & Schedules	8	
Temporary Lighting (2 sheet @ 24 hrs/sht)	48	
Underpass Lighting (1 sheet @ 36 hrs/sht)	36	
Lighting Details (3 sheet @ 24 hrs/sht)	72	
jj. ITS Plans & Details Not included in this scope of work	-	
kk. Railroad Plans Typical Sections (2 Sheets/Contract @ 40 hrs/sht)	80	

TASK NO./DESCRIPTION	TOTAL HOURS	
	Sub-Total	Task Total
Staging General Notes (1 Sheet/Contract @ 40 hrs/sht)	40	
Staging Typical Sections (4 Sheets/Contract @ 24 hrs/sht)	96	
Staging Plan Sheets 5 Sheets/Stage x 4 Stages/Contracts = (20 Sheets @ 40 hrs/sht)	800	
Track Removal Plan Sheets (5 Sheets/Contract @ 28 hrs/sht)	140	
Track Plan and Profile Sheets (5 Sheets/Contract @ 40 hrs/sht)	200	
Metra Platform Modifications (Permanent) (2 Stations @ 250 hrs/station)	500	
B/N 261		
Bridge 1	2,400	
Bridge 2	600	
Bridge 3	600	
Shoofly Temporary Bridge (Additional Details from Prefabrication Contract)	900	
II. Ancillary Structure Plans		
Retaining Walls (Railroad) (4 Walls @ 200 hrs each)	800	
Retaining Walls (Permanent) (For Mainline Temp Widening\Contractor Access) (4 Walls @ 120 hrs each)	480	
Noise Walls		
BNSF RR	140	
Remove and Relocate at NW Quadrant	140	
Culverts/Special Drainage Structures (2 Culverts @ 320 hrs each)	640	
Temporary Culvert Plan and Details	180	
Temporary Metra Platform Modification Plan and Details	600	
mm. Roadway Cross Sections (100' Centers) Interim Condition (20 x-s @ 4 hrs each)	80	
Railroad Cross Sections (50 x-s @ 4 hrs each)	200	
Utility Sections (4 x- s @ 8 hrs each)	32	
Cross Culvert Sections (2 x-s @ 16 hrs each)	32	
Drainage Review -Template Cross Sections	80	
24. Contract Requirements		452
(60%, 95%, 100% & Advertisement Submittals)		

TASK NO./DESCRIPTION	TOTAL HOURS	
	Sub-Total	Task Total
Special Provisions		
(Advance Contract @ 80 hrs each)	80	
(1 Contracts @ 260 hrs each)	260	
Advertisement Page and Authorization to Advertise		
(2 Contracts @ 16 hrs each)	32	
P-Pages		
(2 Contracts @ 40 hrs each)	80	
Additional Design Related (Tasks 25-31)		2,600
25. Data Review	-	
26. Constructability Review	88	
27. Probable Construction Cost Estimates		
Advance Contract (4 Submittals @ 16 hrs each)	64	
BNSF Bridge Contract (4 Submittals @ 24 hrs each)	96	
28. Quantity Computations (C-1's)		
Advance Contract @ 40 hrs each	40	
BNSF Bridge Contract @ 124 hrs (Pre-Final/Final Milestone Development)	160	
29. Review Comment Dispositions		
4 Submittals @ 40 hrs each x 2 Contract	320	
Railroad: 3 Submittals @ 48 hrs each	144	
30. Design Computations		
a. Drainage Calculations		
Open ditches Locations	180	
Storm sewers	96	
Inlet spacing	90	
Stormwater Detention Analysis	32	
Comp. Storage Analysis Update	32	
b. Barrier Warrant Analysis		
(2 locations x 2 directions @ 24 hrs/ each)	96	
c. Structural Computations		
(2 Bridges @ 48 hrs each)	96	
(8 Retaining Walls @ 32 hrs each)	192	

TASK NO./DESCRIPTION		TOTAL HOURS	
		Sub-Total	Task Total
	(2 Box Culverts @ 20 hrs Each)	40	
	(Noise Walls @ 40 hrs)	40	
	(Temporary Soil Retention System 2 @ 28 hrs)	56	
31.	Permits		
	USACE Section 404 Individual Permit Application	262	
	IEPA Section Individual 401 WQC	186	
	IWPA Permit Application	46	
	IDNR-OWR Floodway Construction Permit Applications (3 locations @ 40 hrs each)	120	
	MWRD Permit Applications (2 locations @ 40 hrs each)	80	
	SWPPP	44	
	Best Management Plan (with ERC)		
	EXHIBIT A, PII - Mainline (Tasks 23-31)		17,858
III.	GENERAL PROJECT ACTIVITIES		
32.	Meetings & Field Checks		2296
	Project Status Book Review Meetings (24 mtgs with 2 staff @ 4 hrs.)	192	
	Monthly DSE Coordination Meetings (24 mtgs with 4 staff @ 4 hrs.)	384	
	Bi-Weekly Team Meetings (48 mtgs with 6 staff @ 2 hrs.)	576	
	Tollway Coordination Meetings		
	Discipline Specific Meetings (20 mtgs. w/ 3 staff @ 4 hrs.)	240	
	Submittal Review Meetings (4 mtgs. w/ 8 staff @ 4 hrs. x 2 contracts)	256	
	Railroad Meetings (BNSF & Metra) (12 mtgs with 4 staff @ 4 hrs.)	192	
	Meetings with Local Agencies (no Railroad) (8 mtgs with 3 staff @ 4 hrs)	96	
	Field Checks (3 visits with 6 staff @ 8 hrs)	120	
	Plan in Hand Reviews (2 Mtgs w/ 3 staff @ 8 hrs)	48	
	E-Builder Project Coordination (24 months @ 8 hrs/month)	192	
33.	Coordination		1832
a.	Railroad Coordination		
	Field Visit with RR personnel (3 mtgs with 2 staff @ 6 hrs.)	36	
	Coordination & Submittal of ROE and Insurance	16	
	Coordination with Preliminary & Construction Engineering Agreements	96	
	Coordination for Reviews of Milestone Submittals		
	Bridge Condition Report	24	

TASK NO./DESCRIPTION	TOTAL HOURS	
	Sub-Total	Task Total
Type Size & Location Drawings	50	
Final Plans	24	
Coordination with Construction and Maintenance Agreement	120	
b. Illinois Commerce Commission Coordination		
Prepare and file a Petition and Response	32	
Assist in preparing the Agreed Order	24	
c. Utility Coordination		
Obtain and Compile Data (6 utilities @ 4 hrs each)	24	
Review Potential Utility Conflicts (6 Utilities @ 6 hrs)	36	
Prepare NOI forms (6 Utilities @ 4 hrs each)	24	
Meetings with Utility to discuss potential conflicts (4 mtgs with 3 staff @ 4 hrs)	48	
Utility Coordination Tracking (24 Months x 4 hrs/Month)	144	
Coordination for SUE Locate (6 Utilities @ 8 hrs each)	48	
Prepare Utility Work Orders and determine Schedule for potential utility relocations (6 Utilities @ 16 hrs each)	96	
d. Other Coordination		
Local Agencies	148	
Permitting Agencies	60	
Adjacent DSE's (36 hrs/mo x 14 months)	504	
IDOT	6	
DSE Field Operations Coordination (2 months @ 16 hrs/month)	32	
e. Mentor Protégé		
Mentor Protégé Training - 18 Meetings	96	
Mentor Protégé Meetings with Tollway - 12 Meetings	144	
34. Bid Support (2 Contracts)		388
Pre-Construction Meetings		
2 Meetings with 3 Staff @ 4 hrs each	24	
Respond to Bidder Inquiries/Issue Clarifications		
2 Contracts @ 36 hrs each	72	
Prepare Addendums		
1 @ 60 hrs each (Advance Contract)	60	
2 @ 80 hrs each (BNSF Bridge Contract)	160	
Review and analyze bids to recommend award		
2 Contracts @ 24 hrs each	48	
Post Bid Drawing Issuance		
2 Contracts @ 12 hrs each	24	

TASK NO./DESCRIPTION	TOTAL HOURS	
	Sub-Total	Task Total
35. INVEST		140
Planning and Design Evaluations	24	
Revise & Resubmit Final CQP	20	
Project Scorecard	8	
Project Tracking Form	12	
Coordinate and attend workshop		
Preparation of workshop	24	
Workshop (3 staff @ 4 hrs each)	12	
Evaluate and Incorporate Sustainable Practices	24	
Mini-Workshop (3 staff @ 4 hrs each)	12	
Complete As-Designed Evaluation	4	
EXHIBIT A - Mtgs/Coordination/General Activities (Tasks 32 & 35)		4,656
36. Quality Assurance/Quality Control		956
a. Develop & Submit Draft CQP	60	
Revise & Resubmit Final CQP	36	
b. Quality Assurance		
(24 Months @ 12 hrs/month)	288	
c. Tollway Quality Audits (2 Audits)		
6 Staff @ 4 hrs each	24	
d. QA/QC Oversight of Subconsultants	96	
e. Quality Control		
Master Plan - Draft Submittal	100	
Master Plan - Final Submittal	48	
Concept Plan Submittals		
(4 Submittals @ 12 hrs each)	48	
I-294 BNSF RR (Final Design)		
(Assumes 2 Contract Packages)		
Preliminary Submittal (2 @ 24)	48	
Pre-Final Submittal (2 @ 40)	80	
Final Submittal (2 @ 40)	80	
Advertisement Submittal (2 @ 16)	32	
Bid Support		
(2 Contract Packages @ 8 hrs each)	16	
Exhibit A - Quality Assurance/Quality Control Sub-Total		956
SUB-TOTAL		41,774
37. Exhibit A - ADMINISTRATION/MANAGEMENT		1,671
TOTAL HOURS		43,445

EXHIBIT G

Contract No. RR-14-4222

Bowman, Barrett, and 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
IDOT PTB 154/11 D-91-184-10 Stony Island Feeder Improvement	Phase II engineering services for the improvements to the Stony Island Feeder at I-94 (Bishop Ford Expressway). The improvement includes the replacement of one bridge structure and rehabilitation of 6 bridge structures, replacement of bridge deck and superstructures, repair of substructures, replacement of bearings, expansion joints, approach slabs, and deck overlays.	\$2,023,320.00	\$40,466.00	12/31/2015
IDOT PTB 152/4 P-91-185-09 I-80 from Grundy Cty. Line to US 30	Phase I/II engineering services for the improvement of I-80 from west of the Grundy County line to US 30, a distance of approximately 15 miles. The Phase I studies require consideration for the long range as well as interim improvement needs of I-80. Long range improvement are likely to include additional lanes (from two lanes to three lanes in each direction) while interim improvement needs will likely include rehabilitation of I-80. Phase II work will likely focus on any interim improvement needs of I-80.	\$4,148,214.00	\$456,303.00	12/31/2016
PTB 157/2 D-91-019-11 IDOT I-94 at Wisconsin State Line	Phase II engineering services for the widening approximately 2.5 miles of I-94 from IL 173 to Russell Road. The work includes adding one mainline lane in each direction from IL 173 to the US 41 ramps, mainline reconstruction and widening from the US 41 ramps to the end of the project at Russell Road, and improvements to the interchanges of I-94 with IL 173, US 41 and Russell Road.	\$3,087,745.00	\$61,755.00	12/31/2015

PTB 168/12 C-91-316-13 IDOT Circle Interchange (Halsted & Harrison Street Bridges)	Phase III engineering to provide construction inspection for the improvement of I-90 at I-290/Congress Parkway (Circle Interchange). This project includes three [3] contracts. Work for each contract includes, but is not limited to, bridge removal, replacement and construction and widening, approach roadway reconstruction and resurfacing (composite pavement) and roadway lighting.	\$4,296,140.00	\$1,718,456.00	12/31/2016
PTB 165/8 D-91-012-13 IDOT US 20 at IL 59	Phase II engineering services for interchange improvements of US 20 at IL 59. This interchange modification includes the construction and modification of the ramps located in the Village of Bartlett and the Village of Streamwood. The project is expected to include construction of a ramp from westbound US 20 to northbound IL 59 and construction of a ramp from eastbound US 20 to northbound IL 59, existing ramp modifications, traffic signal modernization, lighting modification and all other work required to complete the	\$1,076,641.00	\$484,488.00	12/31/2016
RR-12-4084 PSB 12-5 CM Services Upon Request	Phase III engineering services for the construction inspection, and supervision at selected locations on the Tollway system. Typical tasks include guardrail and safety improvements, structural repairs, pavement repairs, ramp improvements and drainage improvements.	\$7,500,000.00	\$600,000.00	12/31/2015
I-13-4100 PSB 13-1 I-90 Retaining Wall, Noise Wall and Bridge Widening	Phase III engineering services for the construction contracts required for the retaining wall, noise wall and bridge widening the Jane Addams Memorial Tollway in Cook County, Illinois.	\$775,000.00	\$209,250.00	12/31/2015
RR-14-4222 PSB 14-3 I-294 Rehabilitation/ Reconstruction BNSF RR Bridge (MP 26.6)	Master Plan and Phase II engineering services for the bridge rehabilitation or reconstruction and lengthening of the BNSF Railroad Bridge and any roadway and bridge work necessary on the Tri-State Tollway in Cook County, Illinois.	TBD	TBD	7/31/2018

I-14-4190 PSB 14-1 I-90 Roadway, Retaining Wall and Bridge Reconstruction, Higgins to Roselle	Phase III engineering services for the construction contracts for the proposed roadway, retaining wall and bridge reconstruction and widening on the Jane Addams Memorial Tollway from West of Higgins Road (MP 60.8) to Roselle Road (MP 65.5) in Cook County, Illinois.	\$2,398,746.00	\$2,278,808.00	7/31/2019
--	---	----------------	----------------	-----------

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

<p>1 <u>Sanchez & Associates, P.C.</u></p> <p>Direct Labor \$ 205,403.07</p> <p>Direct Costs \$ 25,010.00</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ 230,413.07</p>	<p>6 _____</p> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>2 <u>Wang Engineering, Ltd.</u></p> <p>Direct Labor \$ 124,853.40</p> <p>Direct Costs \$ 172,132.08</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ 296,985.48</p>	<p>7 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>3 <u>ABNA</u></p> <p>Direct Labor \$ 511,119.17</p> <p>Direct Costs \$ 1,360.00</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 512,479.17</p>	<p>8 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>4 <u>EFK Moen</u></p> <p>Direct Labor \$ 227,290.00</p> <p>Direct Costs \$ 750.00</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 228,040.00</p>	<p>9 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>5 _____</p> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>	<p>10 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ 1,267,917.72

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 1,267,917.72

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): **22.28%**

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): **22.28%**

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>Christopher B. Burke Engineering, Ltd.</u></p> <table border="0"> <tr><td>Direct Labor</td><td>\$</td><td><u>899,812.20</u></td></tr> <tr><td>Direct Costs</td><td>\$</td><td><u>64,639.00</u></td></tr> <tr><td>Services by Others</td><td>\$</td><td><u>-</u></td></tr> <tr><td>Additional Services **</td><td></td><td><u></u></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td><u>964,451.20</u></td></tr> </table>	Direct Labor	\$	<u>899,812.20</u>	Direct Costs	\$	<u>64,639.00</u>	Services by Others	\$	<u>-</u>	Additional Services **		<u></u>	Total this Subconsultant (ULC)	\$	<u>964,451.20</u>	<p>6 _____</p> <table border="0"> <tr><td>Direct Labor</td><td></td><td><u></u></td></tr> <tr><td>Direct Costs</td><td>\$</td><td><u>-</u></td></tr> <tr><td>Services by Others</td><td>\$</td><td><u>-</u></td></tr> <tr><td>Additional Services **</td><td>\$</td><td><u>-</u></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td><u>-</u></td></tr> </table>	Direct Labor		<u></u>	Direct Costs	\$	<u>-</u>	Services by Others	\$	<u>-</u>	Additional Services **	\$	<u>-</u>	Total this Subconsultant (ULC)	\$	<u>-</u>
Direct Labor	\$	<u>899,812.20</u>																													
Direct Costs	\$	<u>64,639.00</u>																													
Services by Others	\$	<u>-</u>																													
Additional Services **		<u></u>																													
Total this Subconsultant (ULC)	\$	<u>964,451.20</u>																													
Direct Labor		<u></u>																													
Direct Costs	\$	<u>-</u>																													
Services by Others	\$	<u>-</u>																													
Additional Services **	\$	<u>-</u>																													
Total this Subconsultant (ULC)	\$	<u>-</u>																													
<p>2 <u>Frega</u></p> <table border="0"> <tr><td>Direct Labor</td><td>\$</td><td><u>67,207.62</u></td></tr> <tr><td>Direct Costs</td><td>\$</td><td><u>250.00</u></td></tr> <tr><td>Services by Others</td><td></td><td><u></u></td></tr> <tr><td>Additional Services **</td><td></td><td><u></u></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td><u>67,457.62</u></td></tr> </table>	Direct Labor	\$	<u>67,207.62</u>	Direct Costs	\$	<u>250.00</u>	Services by Others		<u></u>	Additional Services **		<u></u>	Total this Subconsultant (ULC)	\$	<u>67,457.62</u>	<p>7 _____</p> <table border="0"> <tr><td>Direct Labor</td><td>\$</td><td><u>-</u></td></tr> <tr><td>Direct Costs</td><td>\$</td><td><u>-</u></td></tr> <tr><td>Services by Others</td><td>\$</td><td><u>-</u></td></tr> <tr><td>Additional Services **</td><td>\$</td><td><u>-</u></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td><u>-</u></td></tr> </table>	Direct Labor	\$	<u>-</u>	Direct Costs	\$	<u>-</u>	Services by Others	\$	<u>-</u>	Additional Services **	\$	<u>-</u>	Total this Subconsultant (ULC)	\$	<u>-</u>
Direct Labor	\$	<u>67,207.62</u>																													
Direct Costs	\$	<u>250.00</u>																													
Services by Others		<u></u>																													
Additional Services **		<u></u>																													
Total this Subconsultant (ULC)	\$	<u>67,457.62</u>																													
Direct Labor	\$	<u>-</u>																													
Direct Costs	\$	<u>-</u>																													
Services by Others	\$	<u>-</u>																													
Additional Services **	\$	<u>-</u>																													
Total this Subconsultant (ULC)	\$	<u>-</u>																													
<p>3 _____</p> <table border="0"> <tr><td>Direct Labor</td><td>\$</td><td><u>-</u></td></tr> <tr><td>Direct Costs</td><td>\$</td><td><u>-</u></td></tr> <tr><td>Services by Others</td><td>\$</td><td><u>-</u></td></tr> <tr><td>Additional Services **</td><td>\$</td><td><u>-</u></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td><u>-</u></td></tr> </table>	Direct Labor	\$	<u>-</u>	Direct Costs	\$	<u>-</u>	Services by Others	\$	<u>-</u>	Additional Services **	\$	<u>-</u>	Total this Subconsultant (ULC)	\$	<u>-</u>	<p>8 _____</p> <table border="0"> <tr><td>Direct Labor</td><td>\$</td><td><u>-</u></td></tr> <tr><td>Direct Costs</td><td>\$</td><td><u>-</u></td></tr> <tr><td>Services by Others</td><td>\$</td><td><u>-</u></td></tr> <tr><td>Additional Services **</td><td>\$</td><td><u>-</u></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td><u>-</u></td></tr> </table>	Direct Labor	\$	<u>-</u>	Direct Costs	\$	<u>-</u>	Services by Others	\$	<u>-</u>	Additional Services **	\$	<u>-</u>	Total this Subconsultant (ULC)	\$	<u>-</u>
Direct Labor	\$	<u>-</u>																													
Direct Costs	\$	<u>-</u>																													
Services by Others	\$	<u>-</u>																													
Additional Services **	\$	<u>-</u>																													
Total this Subconsultant (ULC)	\$	<u>-</u>																													
Direct Labor	\$	<u>-</u>																													
Direct Costs	\$	<u>-</u>																													
Services by Others	\$	<u>-</u>																													
Additional Services **	\$	<u>-</u>																													
Total this Subconsultant (ULC)	\$	<u>-</u>																													
<p>4 _____</p> <table border="0"> <tr><td>Direct Labor</td><td>\$</td><td><u>-</u></td></tr> <tr><td>Direct Costs</td><td>\$</td><td><u>-</u></td></tr> <tr><td>Services by Others</td><td>\$</td><td><u>-</u></td></tr> <tr><td>Additional Services **</td><td>\$</td><td><u>-</u></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td><u>-</u></td></tr> </table>	Direct Labor	\$	<u>-</u>	Direct Costs	\$	<u>-</u>	Services by Others	\$	<u>-</u>	Additional Services **	\$	<u>-</u>	Total this Subconsultant (ULC)	\$	<u>-</u>	<p>9 _____</p> <table border="0"> <tr><td>Direct Labor</td><td>\$</td><td><u>-</u></td></tr> <tr><td>Direct Costs</td><td>\$</td><td><u>-</u></td></tr> <tr><td>Services by Others</td><td>\$</td><td><u>-</u></td></tr> <tr><td>Additional Services **</td><td>\$</td><td><u>-</u></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td><u>-</u></td></tr> </table>	Direct Labor	\$	<u>-</u>	Direct Costs	\$	<u>-</u>	Services by Others	\$	<u>-</u>	Additional Services **	\$	<u>-</u>	Total this Subconsultant (ULC)	\$	<u>-</u>
Direct Labor	\$	<u>-</u>																													
Direct Costs	\$	<u>-</u>																													
Services by Others	\$	<u>-</u>																													
Additional Services **	\$	<u>-</u>																													
Total this Subconsultant (ULC)	\$	<u>-</u>																													
Direct Labor	\$	<u>-</u>																													
Direct Costs	\$	<u>-</u>																													
Services by Others	\$	<u>-</u>																													
Additional Services **	\$	<u>-</u>																													
Total this Subconsultant (ULC)	\$	<u>-</u>																													
<p>5 _____</p> <table border="0"> <tr><td>Direct Labor</td><td>\$</td><td><u>-</u></td></tr> <tr><td>Direct Costs</td><td>\$</td><td><u>-</u></td></tr> <tr><td>Services by Others</td><td>\$</td><td><u>-</u></td></tr> <tr><td>Additional Services **</td><td>\$</td><td><u>-</u></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td><u>-</u></td></tr> </table>	Direct Labor	\$	<u>-</u>	Direct Costs	\$	<u>-</u>	Services by Others	\$	<u>-</u>	Additional Services **	\$	<u>-</u>	Total this Subconsultant (ULC)	\$	<u>-</u>	<p>10 _____</p> <table border="0"> <tr><td>Direct Labor</td><td>\$</td><td><u>-</u></td></tr> <tr><td>Direct Costs</td><td>\$</td><td><u>-</u></td></tr> <tr><td>Services by Others</td><td>\$</td><td><u>-</u></td></tr> <tr><td>Additional Services **</td><td>\$</td><td><u>-</u></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td><u>-</u></td></tr> </table>	Direct Labor	\$	<u>-</u>	Direct Costs	\$	<u>-</u>	Services by Others	\$	<u>-</u>	Additional Services **	\$	<u>-</u>	Total this Subconsultant (ULC)	\$	<u>-</u>
Direct Labor	\$	<u>-</u>																													
Direct Costs	\$	<u>-</u>																													
Services by Others	\$	<u>-</u>																													
Additional Services **	\$	<u>-</u>																													
Total this Subconsultant (ULC)	\$	<u>-</u>																													
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: \$ 1,031,908.82

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

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 1,031,908.82

Contract Information Sheet

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

Consultant Name: ABNA of Illinois, Inc.

Contract Number: RR-14-4222

Proposal Date: 7/6/2015

Exhibit Pointers Editable cells in each exhibit are underlined in red
Notes and guidance for each exhibit are on the right of the exhibits in yellow text boxes
A full set of instructions to complete the exhibits is available on the Tollway's website

Contract Number: RR-14-4222

Consultant: ABNA of Illinois, Inc.

ABNA of Illinois, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2015												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		Grand Total Exhibit A Hours	4,272	
Master Plan													100	100		400
Concept Plans (30%)																
Phase II Plans																
Meetings, Coordination, General Activities									12	12				10		46
QA/QC									2	2				4		12
Admin/Management									8	8				8		30
TOTALS									122	122				124	120	488

Contract Number: RR-14-4222 Consultant: ABNA of Illinois, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2016												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Master Plan	54	30	30	20	20	20	20							194
Concept Plans (30%)				164	100	100	100	100	50	50				664
Phase II Plans												293	275	568
Meetings, Coordination, General Activities	10	10	10	10	10	10	12	6	10	6	6	6	6	106
QA/QC	4	4	4	4	4	4	4	4	4	4	4	4	2	46
Admin/Management	6	6	6	6	6	6	6	6	6	6	6	6	6	72
TOTALS	74	50	50	204	140	140	142	116	70	66	309	289	1650	

Contract Number: RR-14-4222 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					
Master Plan																	
Concept Plans (30%)																	
Phase II Plans	300	300	300	300	100	100	100	100	100	100	100	100	100	100	100	100	2000
Meetings, Coordination, General Activities	6	6	6	6	6	6	6	6	4	4	2	2	2	2	2	2	58
QA/QC	2		2	2	2	2	2	2	2	2	2	2	2	2	2	2	14
Admin/Management	6	6	6	6	6	6	6	4	4	4	4	4	4	4	4	4	62
TOTALS	314	312	314	312	114	112	114	110	110	110	106	108	108	108	108	108	2134

Contract No.: RR-14-4222 Consultant: ABNA of Illinois, Inc.

Date: 7/6/2015

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 28 No. OF MONTHS
SCHEDULED START DATE: 9/1/2015
RAISE DATE: 2/1/2016
PERCENT OF RAISE: 3%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date
9/1/2015	1/31/2016	2/1/2016	1/31/2017	2/1/2017	12/31/2017
5.0	12.0	11.0	28.0	28.0	28.0
17.86%	44.14%	41.68%			
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
28.0	28.0	28.0	28.0	28.0	28.0
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: 103.68%

Contract No.: RR-14-4222

Consultant: ABNA of Illinois, Inc.

Date: 7/6/2015

Escalation Factor: 103.68%

(From Exhibit C-1)

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

										DIRECT COST	
										OVERTIME PREMIUM	
										Total Estimated O/T Hours:	
										Average Premium O/T Hourly Rate:	
										Total Overtime Premium:	
										Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	
										Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)	
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	Average Hourly Rate	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)
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	10.00	\$182,542.56	\$42.73	4,272.00		
No	Project Manager	\$40.00	\$70.00	\$61.25	\$63.50	293.00					
No	Senior Engineer/Planner	\$40.00	\$70.00	\$62.84	\$65.15	707.00					
No	Resident Engineer	\$40.00	\$70.00								
No	Project Engineer/Planner	\$25.00	\$60.00	\$45.66	\$47.34	280.00					
No	Staff Engineer/Planner	\$20.00	\$40.00	\$32.69	\$33.89	756.00					
No	Engineer /Accountant	\$20.00	\$60.00	\$35.64	\$36.95	310.00					
No	Senior Technical Specialist	\$25.00	\$60.00	\$36.95	\$38.31	1366.00					
No	Technical Specialist	\$15.00	\$50.00	\$25.21	\$26.14	510.00					
No	Architect	\$30.00	\$70.00								
No	Realty Specialists	\$20.00	\$70.00								
No	Intern	\$8.25	\$20.00								

Contract No.: RR-14-4222 Consultant: ABNA of Illinois, Inc.

Date: 7/6/2015 Escalation Factor: 103.68% (From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES						<u>DIRECT COST</u> <u>OVERTIME PREMIUM</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)	Total Estimated O/T Hours:		
							Total Estimated O/T Hours:	Average Premium O/T Hourly Rate:	
Total Direct Labor							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)	
No	Admin/Clerical	\$8.25	\$40.00	\$28.58	\$29.63	40.00			

Contract No.: RR-14-4222

Consultant: ABNA of Illinois, Inc.

Date: 7/6/2015

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	Robert Loehr	\$40 - \$70
	Professional 5	Thomas Paolicchi	
Senior Engineer/Planner	Professional 6	Raymond Bailey	\$40 - \$70
	Professional 5	Stephen Alsbury	
	Professional 5	Jon Luer	
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Professional 4	Nicholas Coates	\$25 - \$60
	Professional 4	Michael Buscher	
	Professional 4	Femi Alade	
	Professional 4	Abdulai Bah	
Staff Engineer/Planner	Professional 2	Norbert Wildhaber	\$20 - \$40
	Professional 2	Rajan Tiwari	
	Professional 2	Farzana Mulla	
Engineer /Accountant	Professional 3	Gladys Allen	\$20 - \$60
	Professional 3	Douglas Heckel	
Senior Technical Specialist	Technician 6	Mansukhbhai Patel	\$25 - \$60
	Technician 5	Scott Roeseler	
	Technician 5	Steve Stegman	
Technical Specialist	Technician 3	Tammy Neff-Smith	\$15 - \$50

Contract No.: RR-14-4222

Consultant: ABNA of Illinois, Inc.

Date: 7/6/2015

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
	Technician 3	Jeffrey Engelmann	
	Technician 3	Matt Roeseler	
	Professional 2	Olatunbosun Oluwafemi Jegede	
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical	Administrative 2	Carmen Arrington	\$8.25 - \$40

Contract No.: RR-14-4222 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.asp>

- B. **ALLOWABLE DIRECT COSTS - based on link below**
http://www.illinoistollway.com/documents/10157/36206/LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF

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

DIRECT COST CATEGORY

Railroad Protective Liability Insurance

Printing costs

Railroad Flagging

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 1,360.00

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

Cell Phones	Unallowable
Radio Communication	Actual Cost
2-way Radio	Actual Cost

Vehicles (Only for Vehicles assigned to project)

Rental (Daily Rate Only) - Including Tolls	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day

The number of days will be calculated as follows:

For extended stay** - Number of days on job site plus one

Day to travel to and from job site

Weekly (hotel) – Number of days on job site plus one day to

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CSE Manual allowance.

Contract No.: RR-14-4222

Consultant: ABNA of Illinois, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Abe Adewale, PE

Project Manager: Thomas Paolicchi, PE LEED AP

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: Stephen Alsbury, PE, SE, Robert Loehr, PE, SE

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

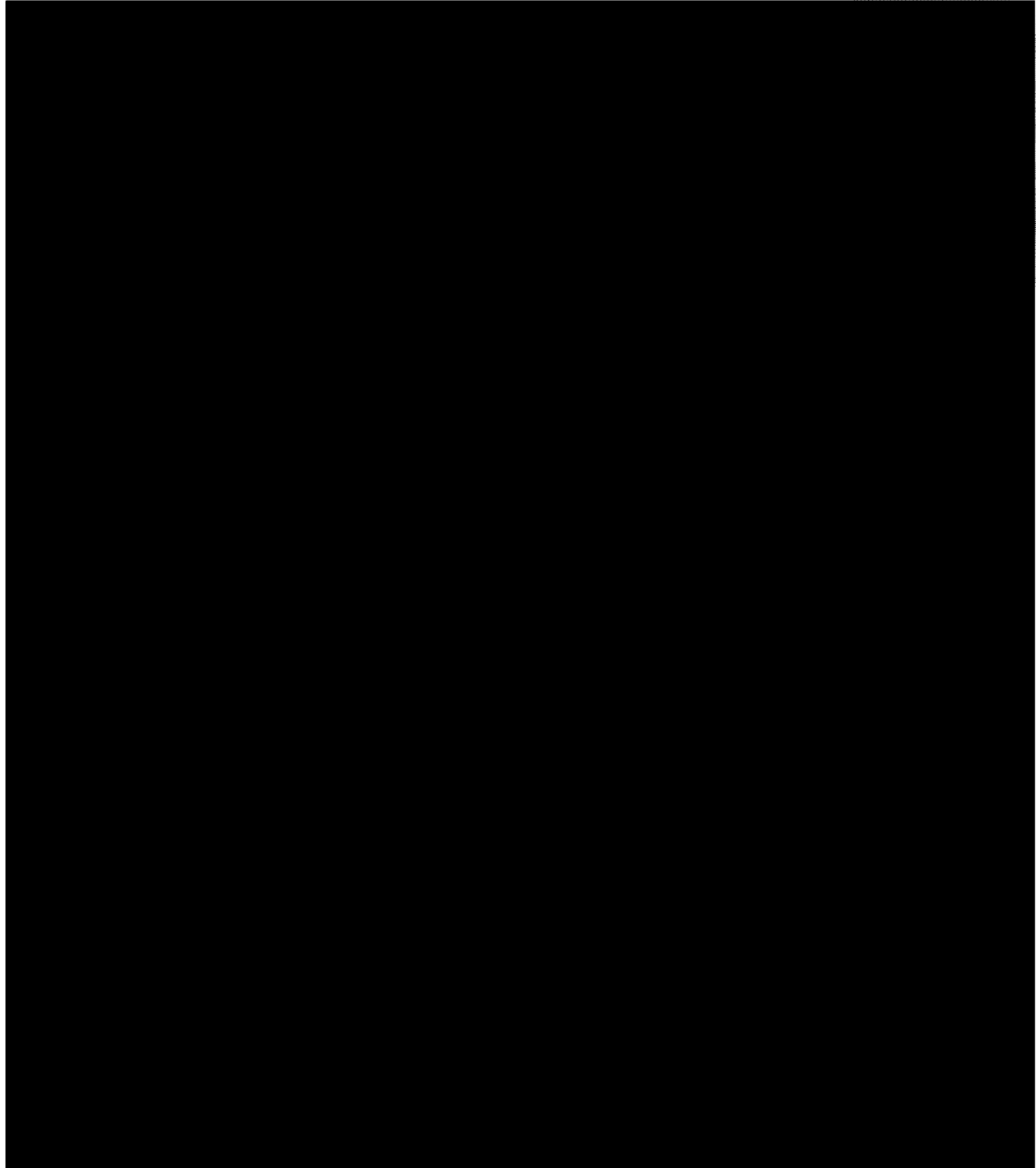
Classification: _____

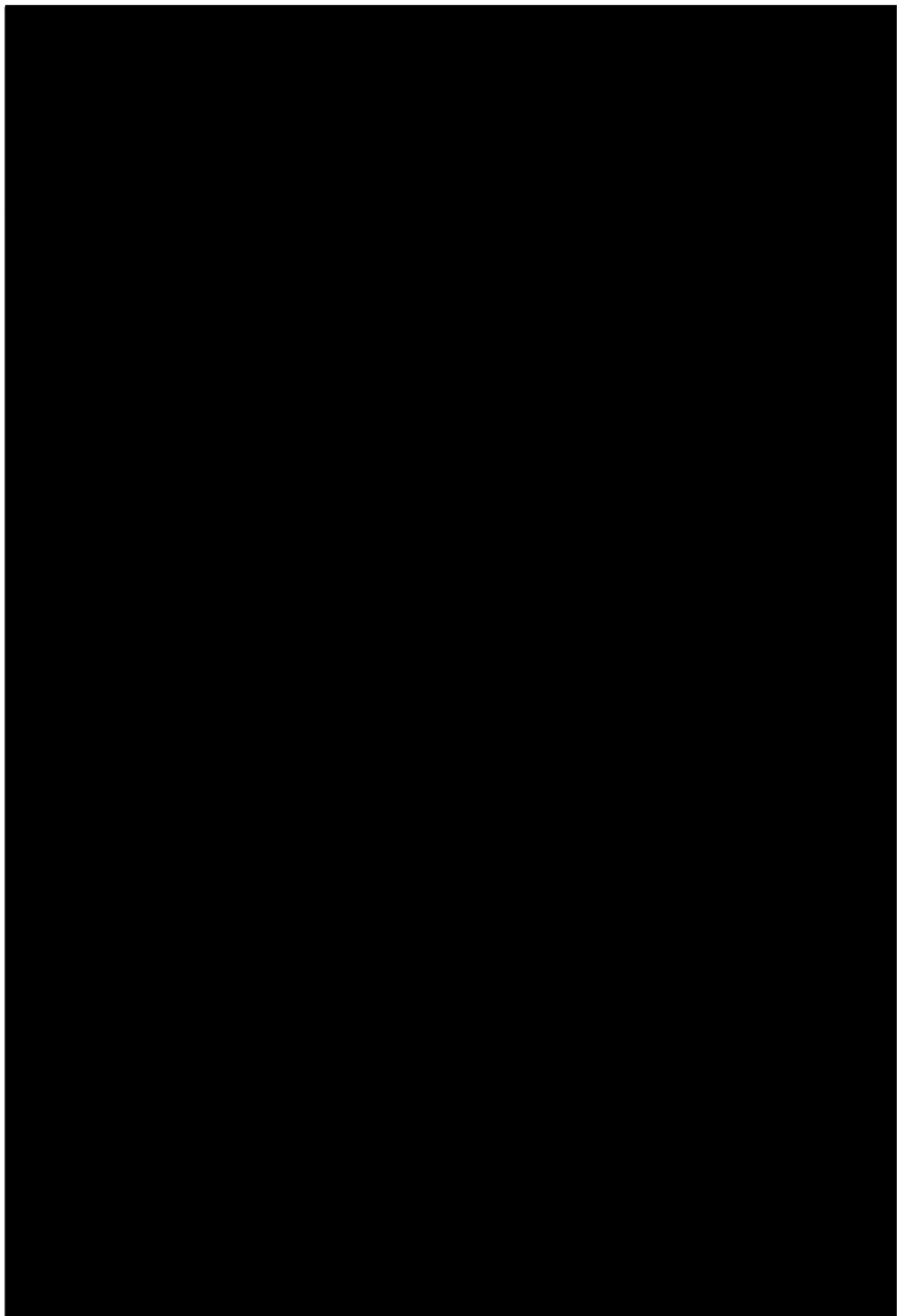
ABE ADEWALE PE

Project Principal



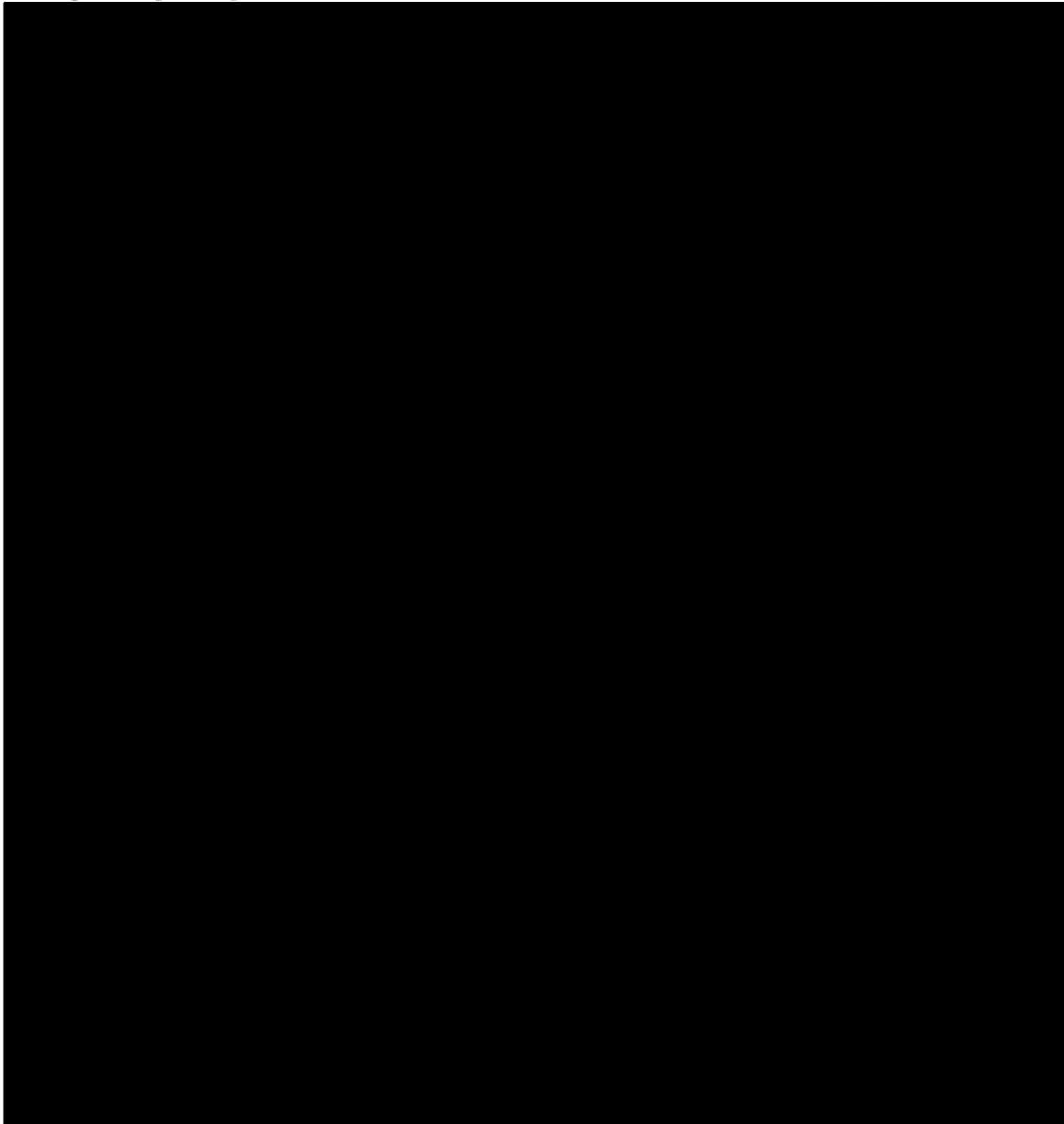
ABNA

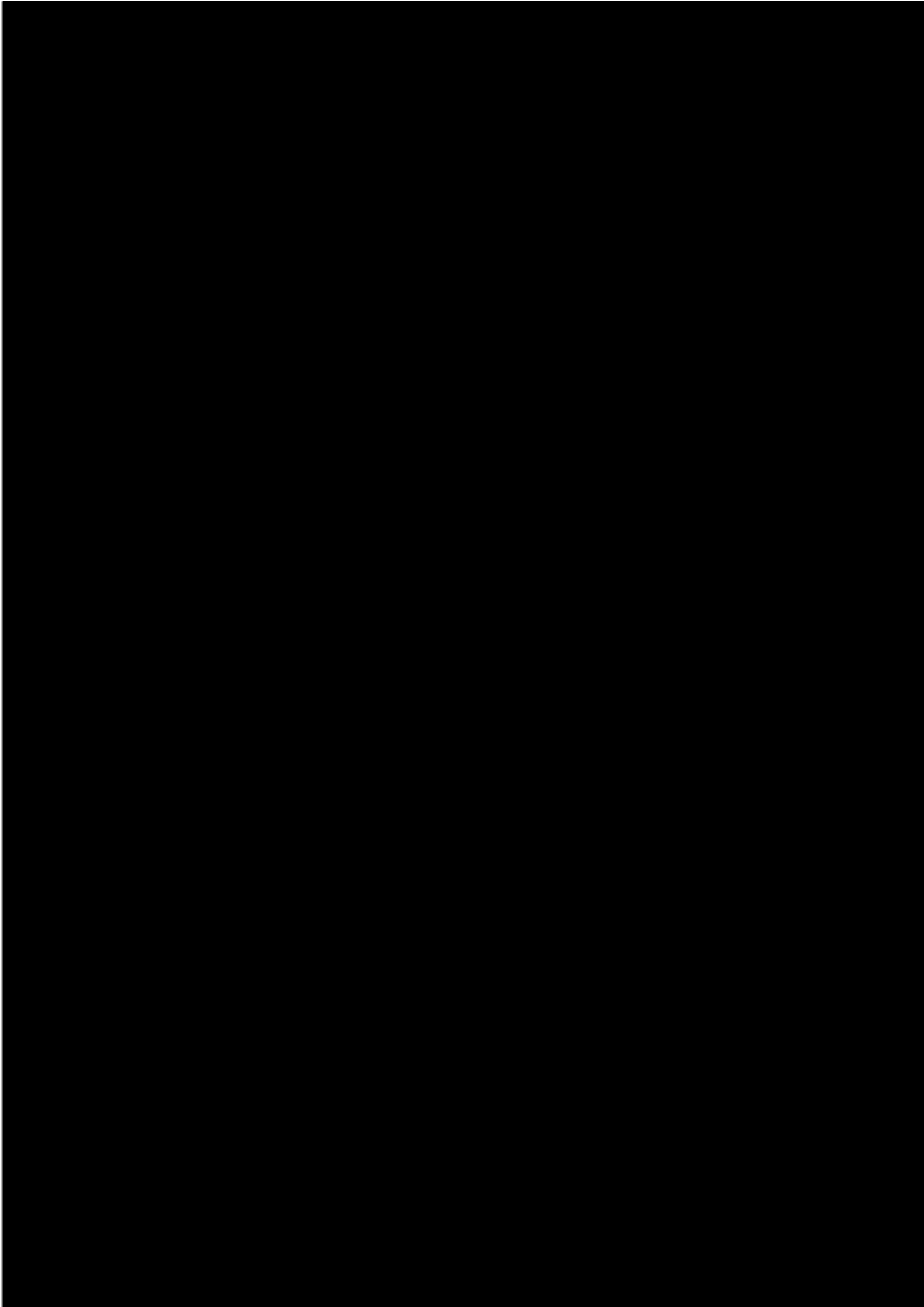




THOMAS PAOLICCHI PE, LEED AP

Engineering Manager





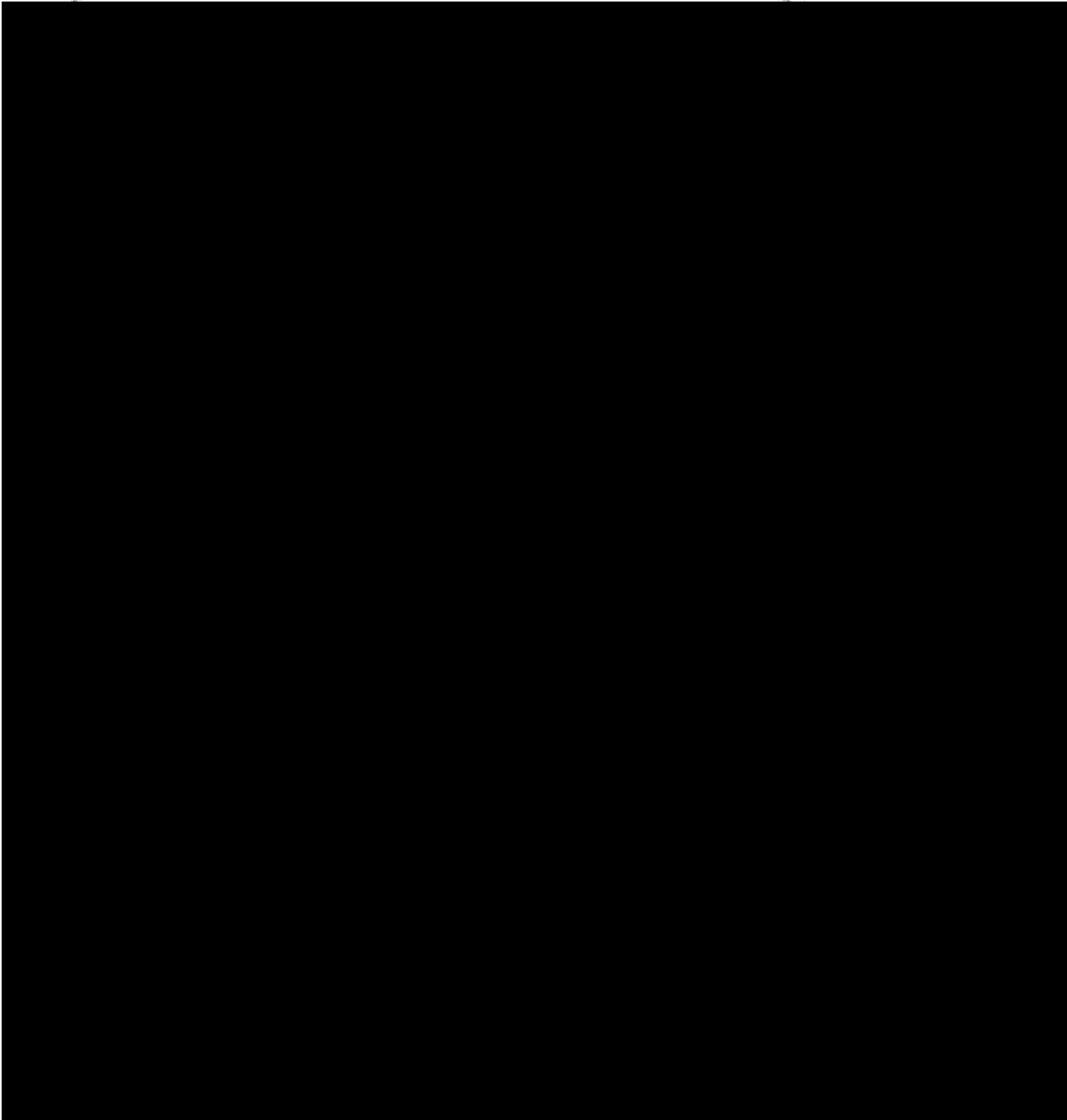
*experience prior to joining ABNA

Tom Paolicchi Page 2

EXHIBIT "1"
Page 158 of 331

STEPHEN E. ALSBURY PE, SE

Sr. Structural Engineer



A

A

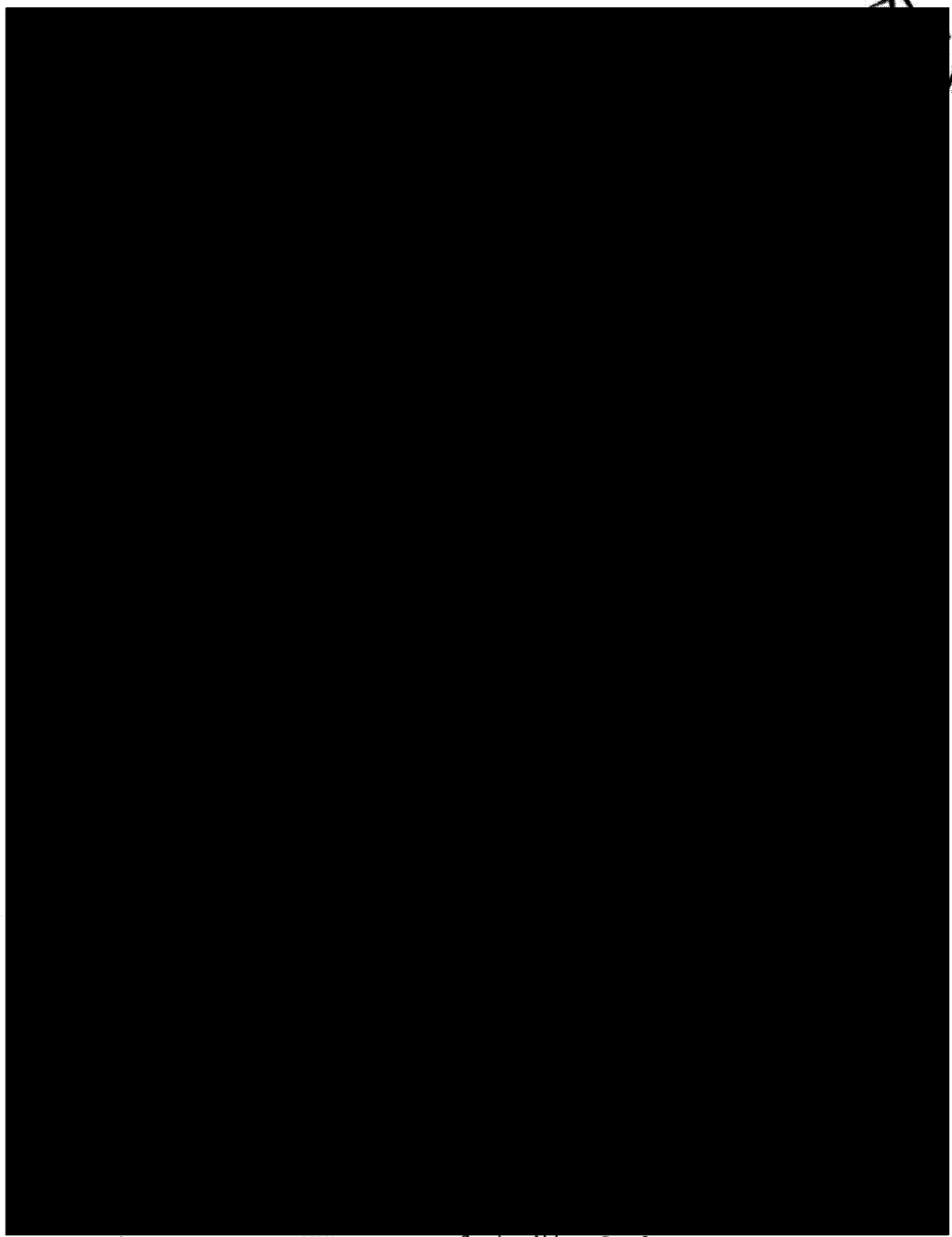


EXHIBIT F

**CONTRACT RR-14-4222
TRI-STATE TOLLWAY (INTERSTATE 294)**

ABNA of Illinois, Inc.

SCOPE OF SERVICES FOR

**PROJECT MASTER PLAN AND PHASE II DESIGN SERVICES FOR
BRIDGE REHABILITATION/RECONSTRUCTION OF THE
BURLINGTON NORTHERN SANTA FE (BNSF) RAILROAD (M.P. 26.6)**

**COOK COUNTY, ILLINOIS
LYONS TOWNSHIP**

This contract includes the preparation of Project Master Plan and Phase II design services for the proposed rehabilitation/reconstruction of the BNSF Railroad Bridge (BN 261) over the Tri-State Tollway for the Illinois State Toll Highway Authority (Tollway), and analysis of *existing* mainline elements that will remain in an "interim" condition after the bridge work is complete and prior to the future mainline reconstruction and/or widening. The Master Plan shall be performed in collaboration with the crossing Master Plan DSE (Contract RR-14-4223).

The scope of services to be completed by ABNA of Illinois, Inc., consist of assisting in the preparation of a Project Master Plan for the items listed under **Section I "Project Master Plan"** which includes **Task 1:** Data Collection and Review; **Task 12:** Bridge Inspections & Structure Type Studies, and **Task 22 (I):** Concept Design for Structural Plans relating to Shoofly Temporary RR Bridge, BNSF RR Bridge, TSRS Concepts, Mainline Locations for Temporary Widening\Contractor Access and Cross Road Culverts.

In addition, the scope of services to be completed by ABNA of Illinois, Inc. consists of developing and or assisting in the preparation of Phase II design services for the items listed under **Section II "Phase II Engineering"**, which include **Task 23.1.j.:** Railroad Bridge Plan and Details for Fabrication; **Task 23.2.(q,kk,II)** Railroad Bridge, Temporary Railroad Bridge, Retaining Walls, Noise Abatement Walls, and Culvert Plans; **Task 24:** Contract Requirements; and assistance with **Task 27:** Probable Construction Cost Estimates; **Task 28:** Quantity Computations (C-1's); **Task 29:** Review Comment Dispositions; and **Task 30:** Design Computations for related items required for PSE development;

In addition, the scope of services to be completed by ABNA of Illinois, Inc. consists of services for the items listed under **Section III "General Project Activities"**, which includes **Task 32:** Meetings & Field Checks; **Task 34:** Bid Support; **Task 36:** Quality Assurance/Quality Control; and **Task 37:** Administration/Management.

The following scope of services includes detailed descriptions of the Tasks outlined above.

I. PROJECT MASTER PLAN

The detailed scope of services and various tasks are described below:

1. Data Collection & Review

Upon authorization to proceed, the DSE will initiate a comprehensive program to obtain the available data related to the project study limits. We will review the Tollway improvement records and will obtain the available record drawings and other studies and reports that have been prepared for the project area. The data collection will be extended to organizations other than Illinois State Toll Highway Authority (ISTHA) such as the BNSF Railroad, Metra, Cook County, adjacent Townships, adjacent municipalities, and the Illinois Department of Transportation (IDOT) as required. The data collection efforts will include the following:

- a. Review Tollway's improvement records.
- b. Review as built and related record roadway drawings from outside agencies for their associated facilities within the project corridor.
- c. Review as-built and related record bridge drawings, bridge inspection reports and any (if any) proposed bridge improvement plans within or adjacent to the project limits.

12. Bridge Inspections and Structure Type Studies

12.1 Bridge Inspections

Assist the DSE to conduct in-depth inspections for those bridges identified in Table A-1. In addition, a visual inspection of two (2) existing box culverts which have been identified in Table A-2 will be performed.

As part of the inspection process, the DSE will coordinate the planning and execution of the bridge inspections with the Tollway, affected railroads, and additional local agencies as required.

The DSE will also arrange and secure inspection equipment, and any local agency permits. The DSE will coordinate the required traffic control and protection required to conduct the inspections- the DSE will be responsible to secure and provide the necessary Traffic Control and Protection required for this project.

Bridge inspections will be conducted to document defects and the inspections will follow FHWA/NBIS, AREMA, BNSF, and Tollway requirements and will be conducted/supervised by qualified bridge inspection personnel. Inspections will be conducted in a manner that is safe to the motoring public and to the inspectors themselves. The bridge inspections will be coordinated with the Tollway and local agencies for allowable lane closure or other time restrictions. Inspection findings will be documented with the use of field notes and digital photographs.

The in-depth inspections will be conducted at arm's length or closer through the use of ladders, man-lifts or other equipment as required for a thorough inspection and documentation of bridge elements. Concrete surfaces will be sounded to determine the approximate extent of hollow or unsound concrete. Concrete substructure units located above the waterline/ground line will be visually inspected and sounded to locate approximate deteriorated areas. The surface and

underside of the bridge decks and sidewalks will be visually inspected for cracking, heaving, leaching, spalling, wet areas, exposed reinforcement and other deterioration. . For decks a visual inspection will be performed and existing cracks, spalls, and defects will be noted.

Elements will be inspected for corrosion, pitting, section loss, fatigue related defects/cracks, connection slippage, deformation due to overload and vehicle impact damage. Bearings will be checked for corrosion, misalignment, loose or damaged anchor bolts, and functional deficiency. Inspection of the steel framing system will be carried out at customary range of the naked eye to detect cracks in the steel. In the event cracks are found in welds or the steel member, dye penetrant will be used to highlight the cracks for photographs. Findings will be recorded by the use of digital photographs.

The DSE will conduct one inspection on each structure shown in Table A-1. The Tollway, and local agencies will remain responsible for the continued bi-annual inspection program of each structure.

12.2 Structure Type Study

Bridge

The various Tollway section widths shown in the Corridor Concept Study will result in different span lengths for the overhead railroad structure. For each span length, a bridge cross-section will be developed. This cross-section will determine the construction depth required, which will in turn drive the amount of track raise required in order to provide the desired vertical clearance over the Tollway.

A deck plate girder (DPG) bridge is most desirable for a number of reasons, including minimizing right-of-way impacts, facilitating stage construction allowing for the existing track centers to remain, an economical alternative, and may facilitate railroad approval as this superstructure type is preferred by the BNSF RR.

However, for the proposed Tollway mainline with added lanes, it may not be practical to use a DPG due constraints resulting in a sub-standard vertical clearance. Alternately, a Through Plate Girder (TPG) will be investigated. Using a TPG bridge will allow the preferred vertical clearance under the bridge while keeping the track raise to a reasonable amount. The trade-off is that this will require increasing the track center to center spacing resulting in more significant impacts in terms of environmental effects, right-of-way acquisition, impacts to Metra stations and other rail facilities, impacts to track alignments, and retaining wall construction. The alternative studies will include a sensitivity analysis of several variations of each alternative determined to study impacts to each by adjustment of external variable features. It is estimated that a maximum of two (2) variations for each of the four main alternatives will be required for each of the superstructure types.

The various bridge alternates will be investigated for maintenance of traffic considerations (both Tollway and railroad). Disruption to Tollway traffic must be minimized during construction of the bridge. Similarly, BNSF must have three tracks in service at all times (except for off-peak short-durations). The various construction alternates will be presented for Tollway and Railroad approval.

Pier foundation type study will be performed to identify pier crash wall widths such that it is compatible with the future mainline shoulder width, in addition to select a foundation type which minimizes disruption to mainline traffic as much as practicable.

In addition, the feasibility of Accelerated Bridge Construction (ABC) methods will be investigated for use in the construction of the railroad structure in order to reduce traffic impacts to both Tollway patrons and railroad operations. Different techniques including precast substructure elements, prefabrication of superstructure elements and bridge roll-in methods will be investigated.

A temporary bridge alternate will be investigated as the BNSF RR may not allow a track closure period required for a roll-in or other ABC methods. This alternate will be used to construct the shoofly on a temporary structure allowing the remaining three track structure to be constructed. Multi-span and/or multi-track shoofly options in multiple configurations will be investigated. A temporary culvert may be required as the result of the shoofly.

Retaining and Noise Abatement Walls

A maximum of four retaining walls may be required to retain the BNSF RR embankment, which may be located adjacent to the track resulting in large retained heights. It is also estimated that a total of 12 temporary soil retention systems (2 unique designs) will be required in order to construct the railroad bridge in four construction stages. Noise Abatement Walls (NAW) may be required along the railroad property due to the anticipated track profile raise. The NAW may be ground or structure mounted on top of retaining walls. In addition, retaining walls along the mainline may be required for construction access/staging area. This will be coordinated with the crossing Master Plan DSE.

Culverts

Two existing culverts exist within the project limits and are identified in Table 1-B. The first culvert identified in the table carries Flagg creek beneath the BNSF RR. The culvert may be impacted during construction due to its close proximity to the BNSF RR Bridge. This culvert may also need to be increased in size as a result of the hydraulic analysis of Flagg Creek. This scope of work includes a culvert type study for rehabilitation, extension, or replacement. In addition, the new culvert may need to be jacked in place as staging the replacement may not be feasible. Analysis will be performed regarding the feasibility of the jacking operations, potential locations for receiving and jacking pits, estimated jacking forces, and utility impacts.

The second culvert identified in Table 1-B is located approximately 100-ft north of the BNSF RR Bridge. It is anticipated that this culvert will be temporarily extended to support a widened outside shoulder to facilitate future MOT requirements when the mainline is reconstructed and widened or for a construction access/staging area. A study will be performed to identify the most economical and feasible alternative.

A shoofly will be required for this project as three tracks need to remain in service. A temporary culvert may be required to convey drainage through the temporary shoofly embankment. A feasibility study will be performed to determine culvert type, location, and installation methods.

Upon completion of the bridge inspections and bridge type studies, Bridge Condition Reports (BCR)s will be prepared for each structure identified in Table A-1. The reports will follow the guidelines set forth by the Tollway and will document the findings of the inspections for each

structure. The report will present geographical and administrative data, provide a physical description of the structure, outline the existing defects, evaluate various scope of work alternatives (summary of the Bridge Type Study), and provide a recommendation for addressing defects and/or accommodating the preferred alternate.

A Technical Memorandum will be developed for the culverts and will describe the existing condition, noted deficiencies from the visual inspection, photos, exhibits, cost estimates, and recommended scope of work for the rehabilitation/replacement (if necessary). In addition, a Technical Memorandum will be developed for the temporary culvert summarizing scope of work, and estimated cost.

For the alternatives studied, the impacts to utilities, right-of-way, cost, and project schedule will be identified. These items will be evaluated to determine the preferred alternative.

Upon completion and approval of the Bridge Condition Reports preferred alternative, Concept Plans (Type, Size, and Location (TS&L)) will be developed for the bridge replacement, including temporary elements. In addition, Concept Plans will be developed for retaining walls and culvert rehabilitation as determined by the Master Plan Report. The conceptual plans will be developed at a completion level of approximately 30% and will be used for the basis of Phase II plan development.

22. Conceptual Design Plans (Approximately 30% Completion Level)

Conceptual Design is the initial design stage of a capital project. The Scope of Work first developed in the pre-design phase as part of the Staff Summary Sheet or the Project Master Plan serves as the basis for the project design. This design phase includes all of the activities necessary to produce a conceptual design.

During this phase of design, the DSE prepares concept design studies of the preferred design alternative consisting of engineering drawings, a project description, and calculations required to summarize the character of the project in accordance with the contract scope of work. The concept documents are sufficient for review with the appropriate authorities and for initiating public consultation, as required. The submittal shall identify which components, including utilities, or construction disciplines are interdependent.

Design plans will be completed to approximately 30% completion level. These plans will be developed for the railroad elements and the "interim" mainline elements. In addition, plans development required for permitting will be developed for railroad and mainline elements as necessary. However, it is assumed that the crossing Master Plan DSE will develop the concept plans for the future mainline reconstruction and widening elements. Specific work tasks associated with plan advancement of the preferred alternative includes the following:

- I. **Structure Plans:** The DSE will provide Type Size & Location (TS&L) plans for the BNSF RR Bridge, a temporary railroad bridge, four retaining walls along the railroad, four retaining walls along the mainline (with coordination with crossing Master Plan DSE), a temporary culvert, replacement of a double cell concrete box culvert, and modification/relocation of the culvert located immediately north of the BNSR RR Bridge to support a widened outside shoulder and/or temporary shoofly, as determined in the Master Plan Report.

II. PHASE II ENGINEERING

Burlington Northern Santa Fe (BNSF) Railroad Bridge Reconstruction (M.P. 26.6)

This work involves the reconstruction of the BNSF Railroad Bridge over I-294. It is anticipated that the work will be performed in two separate Construction Contracts; an advance work contract which will include prefabrication of bridge components; and the second will include the plans required for the BNSF Bridge Reconstruction. The detailed scope of services and various tasks are described below:

23. Plan Sheets - Develop Contract Documents in accordance with the Tollway Design Section Engineer's Manual (March, 2015), 2012 Standard Specification and the Tollway Supplemental Specifications and Criteria and shall consist of the following:

1. Advance Prefabrication Contract:

- j. Railroad Plans – Temporary Railroad Structure Plans
- j.3 Bridge Plans– Structure framing plan, screed elevations, bearings, and necessary details will be provided for the temporary BNSF Railroad Bridge.

2. BNSF RR Bridge Reconstruction Contract:

- q. Summary of Quantity Sheets – Assistance with quantity computation/development will be provided for those pay items associated with the scope of work.

kk. Railroad Plans

- kk.5 Track Details – Railroad track details will be provided as necessary.
- kk.6 Bridge Plans & TSRS – Structure plan and details will be provided for the BNSF Railroad Bridge. Plans will include necessary Temporary Soil Retention System details to construct the new abutments and median pier including for the temporary railroad bridge. In addition, details for ABC method of construction will be provided.
- kk.7 Temporary Bridge Plan Details – Portions of the prefabricated contract will be included in this Contract for reference.
- kk.9 Metra Station Modification Plans – Plan and details will be provided for modifications to the adjacent Metra station platforms that may be impacted by the railroad profile adjustment. This work may also need to be staged in order to minimize impacts to Metra users.

ll. Ancillary Structure Plans

- ll.1 Retaining Wall Plans – Plan details for permanent retaining walls will be provided and will include up to four walls to support the BNSF RR embankment. In addition, provisions for up to four retaining walls along the mainline that may be required for contractor access/storage areas are included in this scope of work.
- ll.2 Noise Abatement Wall Details. Plan and details will be required for NAW that may be required along the BNSF RR. In addition, existing NAW at the

northwest quadrant and running along the Tollway will be removed and relocated for portions which interferes with the proposed work. .

II.3 Culvert Details – Plan and detail drawings will be provided for existing culvert modification/rehabilitation which may be required. This is anticipated to include the replacement of the existing double cell box culvert, a temporary culvert required for the shoofly construction, and modification/replacement of the existing concrete box culvert located north of the BNSF RR Bridge. End section details will be provided as well as construction details required, such as jacking operation details.

24. Special Provisions – Special provisions will be necessary to provide descriptions of work that are not covered by the Standard Specifications. Also included in this item is review and inclusion of applicable Tollway and IDOT Recurring, BDE, Guide Bridge or IDOT District Special Provisions.

27. Probable Construction Cost Estimates – Assist with the development of the anticipated cost of construction will be provided for each milestone submittal using the pay items and historical unit prices according to the BDE Manual, Tollway and IDOT recent Bid Tabulations from similar projects.

28. Quantity Book Takeoffs – Detailed breakdowns will be provided for every pay item and consolidated for use during construction. This deliverable will only be provided at the PS&E Submittal.

29. Disposition to Comments – A disposition to comments log including reviewer comments and DSE response will be provided for each milestone submittal review.

30. Design Computations –

- c. Structural Computations: The DSE will prepare structural calculations necessary for the Tollways review and approval for; BNSF RR Bridge rehabilitations; assumed retaining walls that may be proposed; and modifications to existing box culverts.

III. GENERAL PROJECT ACTIVITIES

32. Meetings and Field Checks

- b. DSE Coordination Meetings: The DSE will participate in monthly coordination meetings to coordinate existing work activities, discuss future tasks, and ensure the project schedule is being maintained. Meeting minutes will be prepared and distributed to project staff.
- c. Internal Meetings: DSE project staff meetings are anticipated to be held on a bi-monthly basis to coordinate existing work activities and discuss future tasks. Meeting minutes will be prepared and distributed to project staff.
- d. Tollway Coordination Meetings: Meeting with the Tollway to coordinate or discuss ongoing issues and various tasks. Meeting minutes will be prepared and distributed to project staff.
- e. BNSF Railroad and Metra: DSE will meet with railroad representatives to discuss proposed work and coordinate requirements related to the railroads processes and procedures.
- g. Field Visits: DSE will perform field visits as necessary to verify existing plan data or, obtain additional data required.
- h. Plan in Hand Reviews: The DSE will conduct plan in hand review meetings for each contract to ensure the plans are developed consistent with current existing field conditions.

34. Bid Support

- b. Addendums: The DSE will prepare addendum documents as necessary.

36. Quality Assurance/Quality Control

Overall Project Administration and QA/QC as part of the Master Plan development will include the following tasks:

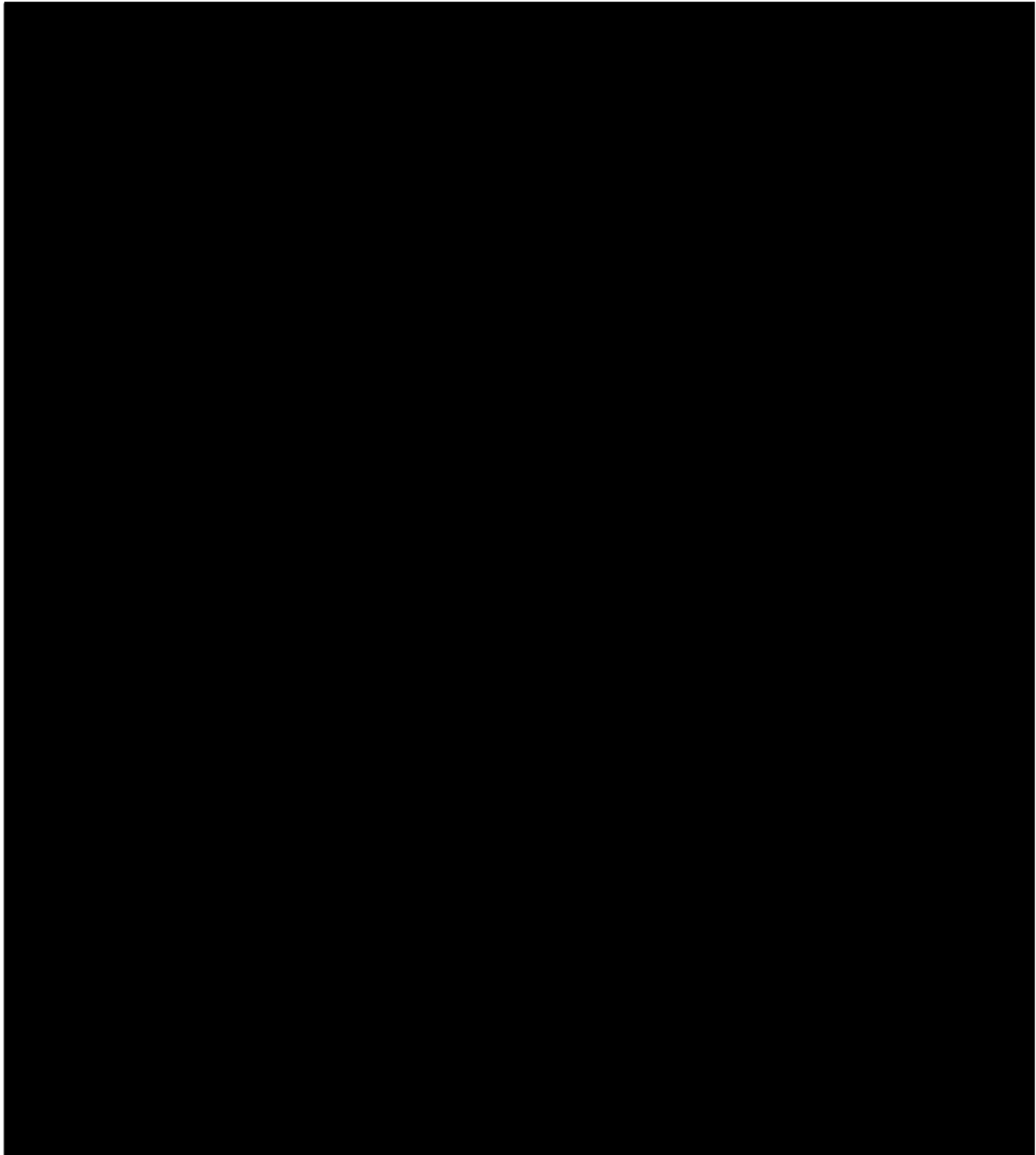
- d. Quality Control\ Quality Assurance: A quality control review will be performed for each milestone submittal of all studies, reports, plans and calculations for format, compliance with Tollway standards, coordination between disciplines, clarity and completeness, and assurance that technical reviews have been completed and documented. Senior DSE staff will be involved in comprehensive reviews of documents and procedures.

37. Administration/Management

- a. Progress Narratives/Invoices: The DSE will prepare monthly progress narratives describing activities during the preceding month, plans for the next month, problems encountered, actions required by the Tollway and overall status of the project. Prepare monthly invoices for services rendered during the preceding month including cover letter, progress reports and invoices, and personnel summary.

ROBERT "BOB" LOEHR PE, SE

Structural Manager





ABNA

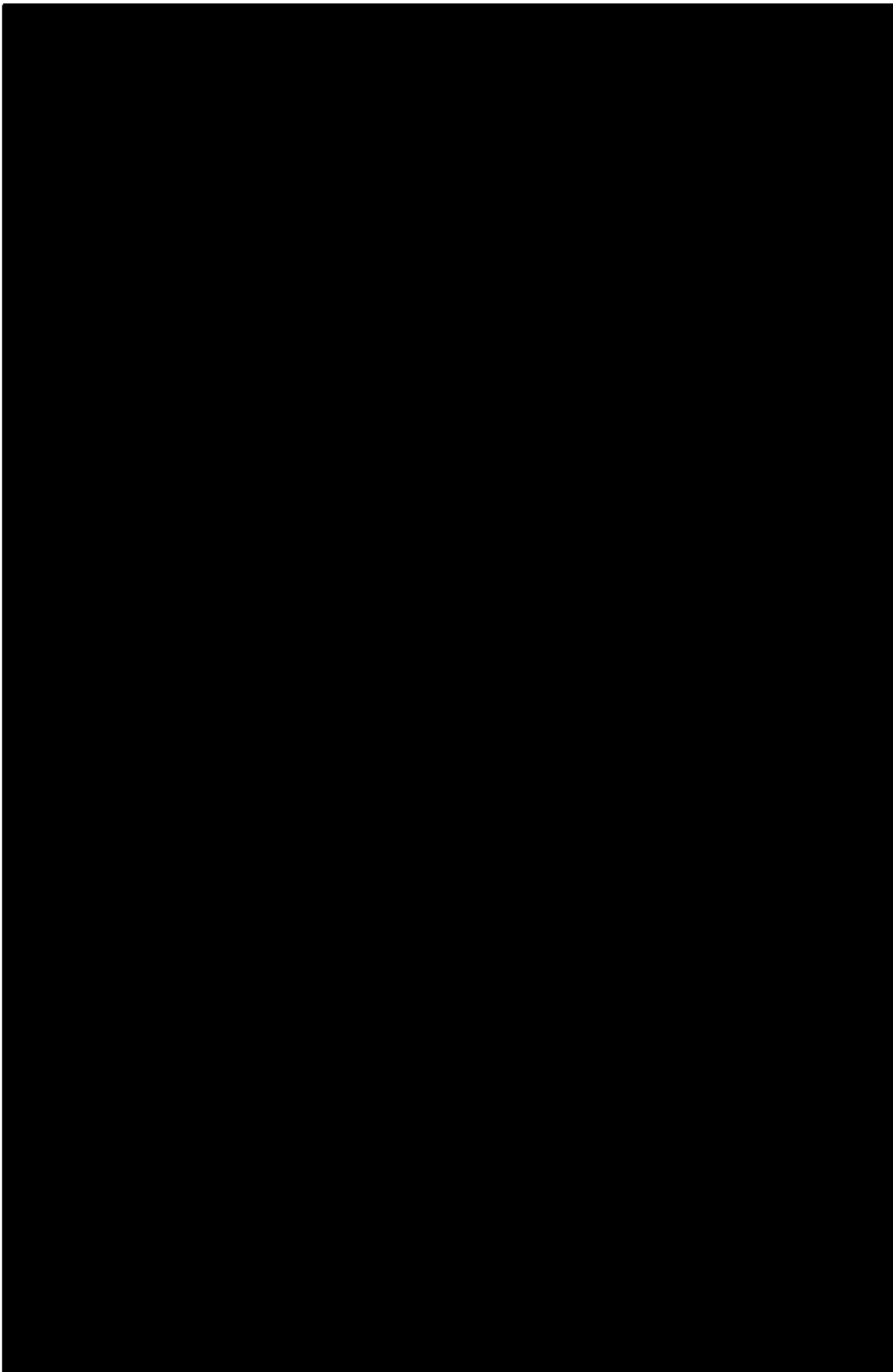


EXHIBIT G

Contract No. RR-14-4222

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-13-5664	Roadway and Bridge Design	\$2,500,000.00	\$1,500,000.00	7/11/2019

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1			
	Direct Labor	_____	
	Direct Costs	_____	
	Services by Others	_____	
	Additional Services **	_____	
	Total this Subconsultant (ULC)	\$ _____	-

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services) **EXHIBIT "1"**

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1	<table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 20%;"></td> <td style="width: 20%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor			Direct Costs			Services by Others			Additional Services **			Total this Subconsultant (ULC)	\$	-	6	<table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 20%;"></td> <td style="width: 20%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor			Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-
Direct Labor																																	
Direct Costs																																	
Services by Others																																	
Additional Services **																																	
Total this Subconsultant (ULC)	\$	-																															
Direct Labor																																	
Direct Costs	\$	-																															
Services by Others	\$	-																															
Additional Services **	\$	-																															
Total this Subconsultant (ULC)	\$	-																															
2	<table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 20%;"></td> <td style="width: 20%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor			Direct Costs			Services by Others			Additional Services **			Total this Subconsultant (ULC)	\$	-	7	<table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 20%; text-align: right;">\$</td> <td style="width: 20%; text-align: right;">-</td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor	\$	-	Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-
Direct Labor																																	
Direct Costs																																	
Services by Others																																	
Additional Services **																																	
Total this Subconsultant (ULC)	\$	-																															
Direct Labor	\$	-																															
Direct Costs	\$	-																															
Services by Others	\$	-																															
Additional Services **	\$	-																															
Total this Subconsultant (ULC)	\$	-																															
3	<table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 20%; text-align: right;">\$</td> <td style="width: 20%; text-align: right;">-</td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor	\$	-	Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-	8	<table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 20%; text-align: right;">\$</td> <td style="width: 20%; text-align: right;">-</td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor	\$	-	Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-
Direct Labor	\$	-																															
Direct Costs	\$	-																															
Services by Others	\$	-																															
Additional Services **	\$	-																															
Total this Subconsultant (ULC)	\$	-																															
Direct Labor	\$	-																															
Direct Costs	\$	-																															
Services by Others	\$	-																															
Additional Services **	\$	-																															
Total this Subconsultant (ULC)	\$	-																															
4	<table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 20%; text-align: right;">\$</td> <td style="width: 20%; text-align: right;">-</td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor	\$	-	Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-	9	<table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 20%; text-align: right;">\$</td> <td style="width: 20%; text-align: right;">-</td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor	\$	-	Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-
Direct Labor	\$	-																															
Direct Costs	\$	-																															
Services by Others	\$	-																															
Additional Services **	\$	-																															
Total this Subconsultant (ULC)	\$	-																															
Direct Labor	\$	-																															
Direct Costs	\$	-																															
Services by Others	\$	-																															
Additional Services **	\$	-																															
Total this Subconsultant (ULC)	\$	-																															
5	<table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 20%; text-align: right;">\$</td> <td style="width: 20%; text-align: right;">-</td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor	\$	-	Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-	10	<table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 20%; text-align: right;">\$</td> <td style="width: 20%; text-align: right;">-</td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor	\$	-	Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-
Direct Labor	\$	-																															
Direct Costs	\$	-																															
Services by Others	\$	-																															
Additional Services **	\$	-																															
Total this Subconsultant (ULC)	\$	-																															
Direct Labor	\$	-																															
Direct Costs	\$	-																															
Services by Others	\$	-																															
Additional Services **	\$	-																															
Total this Subconsultant (ULC)	\$	-																															

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Christopher B. Burke Engineering, Ltd.

Contract Number: RR-14-4222

Proposal Date: 7/6/2015

Exhibit Pointers Editable cells in each exhibit are underlined in red
Notes and guidance for each exhibit are on the right of the exhibits in yellow text boxes
A full set of instructions to complete the exhibits is available on the Tollway's website

EXHIBIT A: ESTIMATED TASK WORK HOURS

MONTHS of YEAR 2015

TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total Exhibit A Hours	TOTAL HOURS
	Master Plan									250	250	250	250	250
Concept Plans (30%)														
Phase II Plans														
Meetings/Coordination,									26	26	26	26	26	104
General Activities									5	5	5	5	5	20
QC/QA									10	10	10	10	10	40
Admin/Management														
TOTALS									291	291	291	291	291	1164

Contract Number: RR-14-4222

Consultant: Christopher B. Burke Engineering, Ltd.

Contract Number: RR-14-4222

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2016												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Master Plan	245	245	245	245	245	245	253							1723
Concept Plans (30%)				93	93	93	92	92	92	93				648
Phase II Plans											171	171		342
Meetings/Coordination, General Activities	25	25	25	25	25	25	25	25	26	26	26	26	26	304
QC/QA	5	5	5	5	5	5	5	5	5	5	5	5	5	60
Admin/Management	10	9	9	9	9	9	9	9	9	9	9	9	9	109
TOTALS	285	284	284	377	377	377	384	131	132	133	211	211		3186

Contract Number:

RR-14-4222

Consultant:

Christopher B. Burke Engineering, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS				
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
Master Plan																	
Concept Plans (30%)	171	171	171	171	172	172	172	172	172	172	172	172	172	172	172	172	2060
Phase II Plans	26	26	26	26	26	26	26	26	26	26	26	26	26	26	26	26	312
Meetings/Coordination,	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	72
General Activities	9	9	9	10	10	10	10	10	10	10	10	10	10	10	10	10	117
QC/QA																	
Admin/Management																	
TOTALS	212	212	212	213	214	214	214	214	214	214	214	214	214	214	214	214	2561

Contract No.: RR-14-4222 Consultant: Christopher B. Burke Engineering, Ltd.

Date: 7/6/2015

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 28 No. OF MONTHS

SCHEDULED START DATE: 9/1/2015

RAISE DATE: 1/1/2016

PERCENT OF RAISE: 3%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date	Date
9/1/2015 - 12/31/2015	1/1/2016 - 12/31/2016	1/1/2017 - 12/31/2017				
4.0	12.0	12.0	0.0			
28.0	28.0	28.0	28.0			28.0
14.29% Factor First Period	44.14% Escalation Factor Second Period	45.47% Escalation Factor Third Period				Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date	Date
	28.0	28.0	28.0	28.0	28.0	28.0
	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: 103.90%

Contract No.: RR-14-4222

Consultant: Christopher B. Burke Engineering, Ltd.

Date: 7/6/2015

Escalation Factor: 103.90%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES							DIRECT COST OVERTIME PREMIUM	
						Total Estimated Work Hours: <u>6,911.00</u>	Total Estimated O/T Hours: _____ Average Premium O/T Hourly Rate: _____ Total Overtime Premium: _____	
						Average Hourly Rate: <u>\$46.50</u>		
						Total Direct Labor <u>\$321,361.50</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	\$70.00	\$70.00	425.00		
No	Project Manager	\$40.00	\$70.00	\$61.20	\$63.58	825.00		
No	Senior Engineer/Planner	\$40.00	\$70.00	\$52.58	\$54.63	800.00		
No	Resident Engineer	\$40.00	\$70.00					
No	Project Engineer/Planner	\$25.00	\$60.00	\$45.18	\$46.94	1076.00		
No	Staff Engineer/Planner	\$20.00	\$40.00					
No	Engineer /Accountant	\$20.00	\$60.00	\$30.29	\$31.47	1880.00		
No	Senior Technical Specialist	\$25.00	\$60.00	\$49.21	\$51.13	1152.00		
No	Technical Specialist	\$15.00	\$50.00	\$35.25	\$36.62	618.00		
No	Architect	\$30.00	\$70.00	\$50.00	\$51.95	15.00		
No	Realty Specialists	\$20.00	\$70.00					
No	Intern	\$8.25	\$20.00	\$15.00	\$15.58	30.00		
No	Admin/Clerical	\$8.25	\$40.00	\$31.93	\$33.17	90.00		

Contract No.: RR-14-4222

Consultant: Christopher B. Burke Engineering, Ltd.

Date: 7/6/2015

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour	
Principal	Engineer VI	Michael Kerr	\$50 - \$70	
		Jason Souden		
Project Manager	Environmental Resource Spec V	Jedd Anderson	\$40 - \$70	
	Engineer V	Lee Fell		
		Val Racich		
		Gary Rozwadowski		
		Stephen Sugg		
Senior Engineer/Planner	Engineer IV	James Amelio	\$40 - \$70	
		Ilene Dailey		
		Bryan Luke		
		Jonathan O'Connell		
		Byran Welch		
		Survey V		John Murphy
		Engineering Tech V		Mark Wrzeszcz
	Survey IV	Kenneth Rasmussen		
Resident Engineer			\$40 - \$70	
Project Engineer/Planner <input type="checkbox"/>	Engineer III	Miros Antas	\$25 - \$60	
		Nicholas Morel		
		Andrew Pufundt		
		Mark Thomas		
	Survey III	Brian Gillett		
Staff Engineer/Planner			\$20 - \$40	
Engineer /Accountant	Engineer I/II	Edmund Burke	\$20 - \$60	
		Michael Gratzke		
		David Kleinwachter		
		John LaPaglia		
		Willam Loftus IV		

Contract No.: RR-14-4222

Consultant: Christopher B. Burke Engineering, Ltd.

Date: 7/6/2015

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
		Joshua Sitrick	
		Matthew Vorderer	
Senior Technical Specialist	Environmental Resource Spec. IV	Angela Force	\$25 - \$60
		Julie Gangloff	
		Thomas Kehoe	
		Peter Knysz	
		Thomas McArdle	
		Casey Perry	
	Engineering Technician IV	Gerald Hennelly	
	CAD Manager	Alexie Karavakis	
		Peter Magnelli	
		Paul Najarro Jr.	
	Asst CAD Manager	Michael Goldenberg	
	Cad Technician II	Fidel Bariso	
		Primo Razalan	
		Eduardo Toda	
		Elmo Toda	
Technical Specialist	Environmental Res Spec III	Megan Briggs	\$15 - \$50
		Eric Japsen	
		Robert Sliwiński	
	Environmental Res Spec I/II	Kurt Hansen	
	Engineering Technician III	Thomas Szabo	
	Engineering Technician I/II	Ella Sidorczuk	
	GIS Specialist III	David Walters	
	GIS Specialist I/II	Matthew Hayes	
	Survey II	Thomas Wilk	
	Survey I	Alberto Torres	
	Environmental Res Technician	Kenneth Kopija	
	CAD Technician I	Fernando Pacione	
Architect	Landscape Architect	Douglas Gotham	\$30 - \$70

Contract No.: RR-14-4222

Consultant: Christopher B. Burke Engineering, Ltd.

Date: 7/6/2015

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Realty Specialists			\$20 - \$70
Intern	Engineering Intern	Francisco Martinez	\$8.25 - \$20
	Survey Intern	Andrew Elberts	
Admin/Clerical	Administrative	Paula Bassett	\$8.25 - \$40
		Julie Cahill	
		Heidi Cothard	
		Mercy Lamourt	
		Sharon Lenstrom	
		Kimberly Rocha	
		Mary Veit	

Contract No.: RR-14-4222 Consultant: Christopher B. Burke Engineering, Ltd.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

- B. **ALLOWABLE DIRECT COSTS - based on link below**
http://www.illinoistollway.com/documents/10157/36206/LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_08012008.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

Permit Review and Other Fees
Permit Fees- Estimated-Cannot be determined
until formal permit application fee is received.
IDNR-OWR Permits for Constuction in Floodway
(I-294 and BNSF RR)
Soil and Water Conservation District review fee
IEPA Review Fee
MWRD Review Fee (for BNSF RR)

Printing Costs

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 64,639.00

ALLOWABLE DIRECT COSTS

10.01.2013

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

Per Diem	
Lodging	State Rate (Maximum)
Air Fare	State Rate (Maximum)
	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	Actual Cost
Film and Film Processing**	Premium portion
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Cost
Monuments – Permanent	Actual Costs (Maximum of \$15.00/Hr)
Payment for Newspaper Ads	Actual Cost
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography and mapping	Actual Cost
Utility exploratory trenching	Actual Cost

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

Cell Phones	Unallowable
Radio Communication	Actual Cost
2-way Radio	Actual Cost

Vehicles (Only for Vehicles assigned to project)

Rental (Daily Rate Only) - Including Tolls	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day

The number of days will be calculated as follows:

For extended stay** - Number of days on job site plus one

Day to travel to and from job site

Weekly (hotel) - Number of days on job site plus one day to

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CSE Manual allowance.

Contract No.: RR-14-4222

Consultant: Christopher B. Burke Engineering, Ltd.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Michael Kerr
Engineer VI

Environmental Lead Jedd Anderson
Env Res Spec V

Drainage Lead Jonathan O'Connell
Engineer IV

Hydraulic Lead Ilene Dailey
Engineer IV

Civil Lead Val Racich
Engineer V

Project Engineer _____

Project Engineer _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

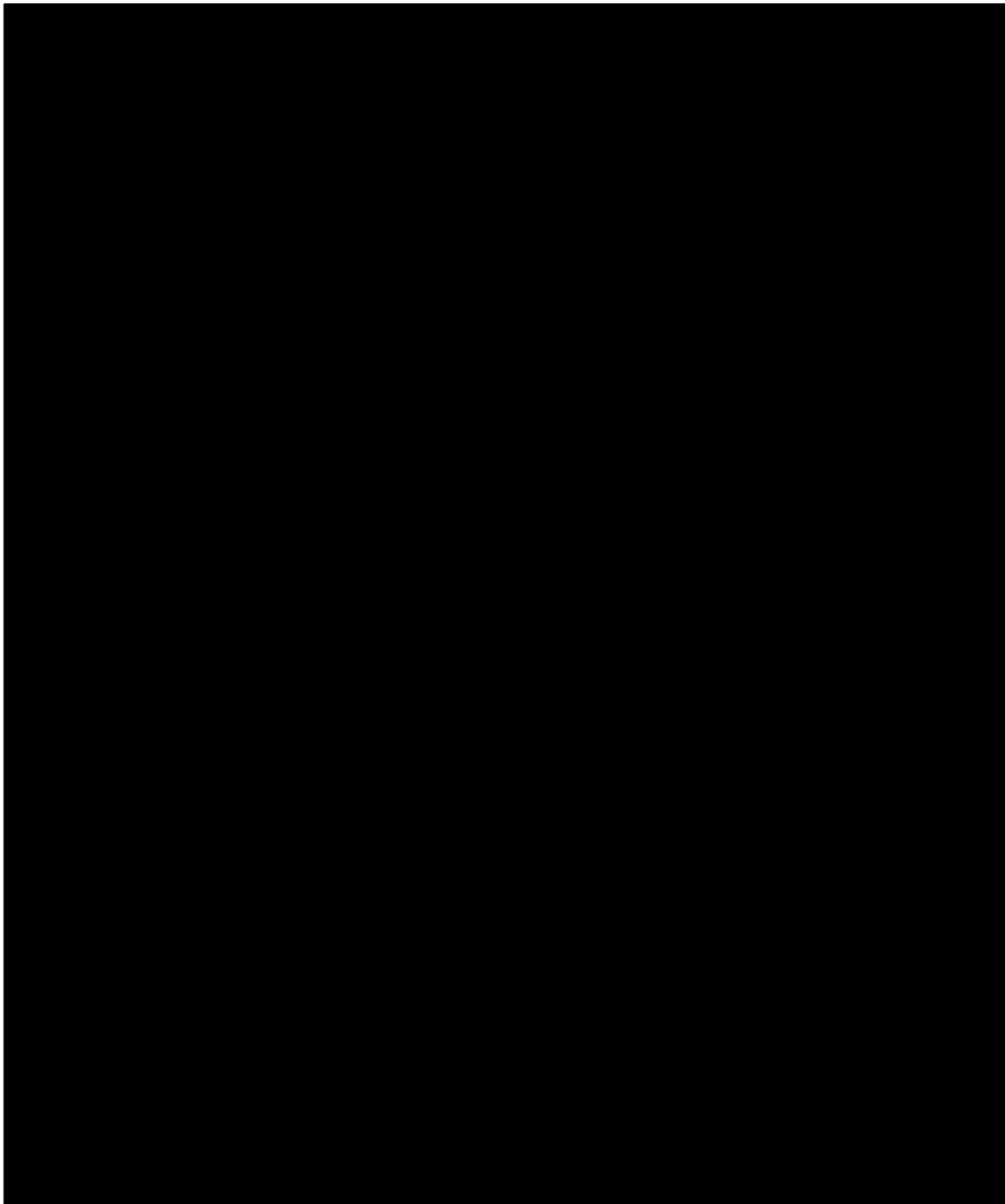
Classification: _____

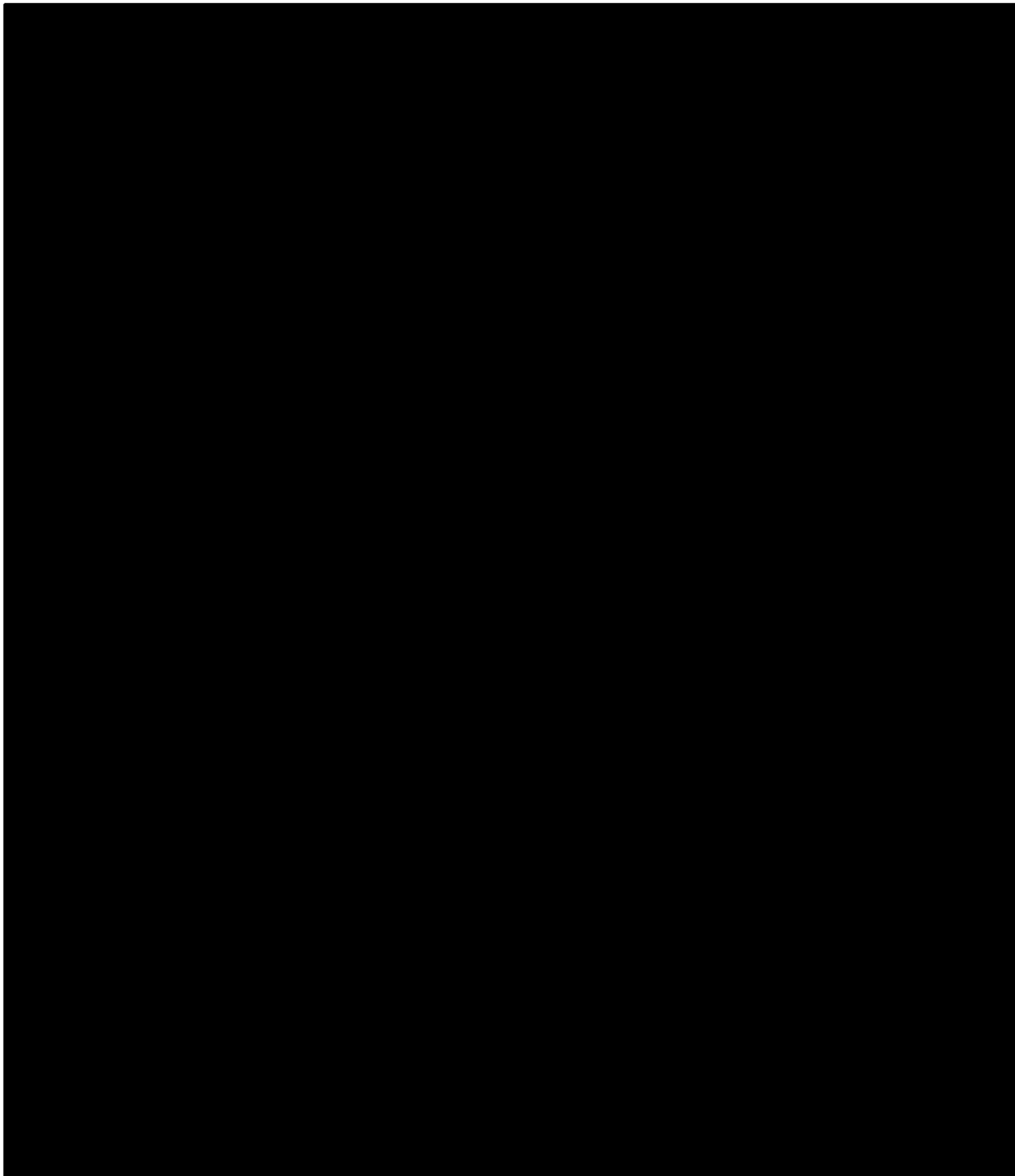
Name: _____

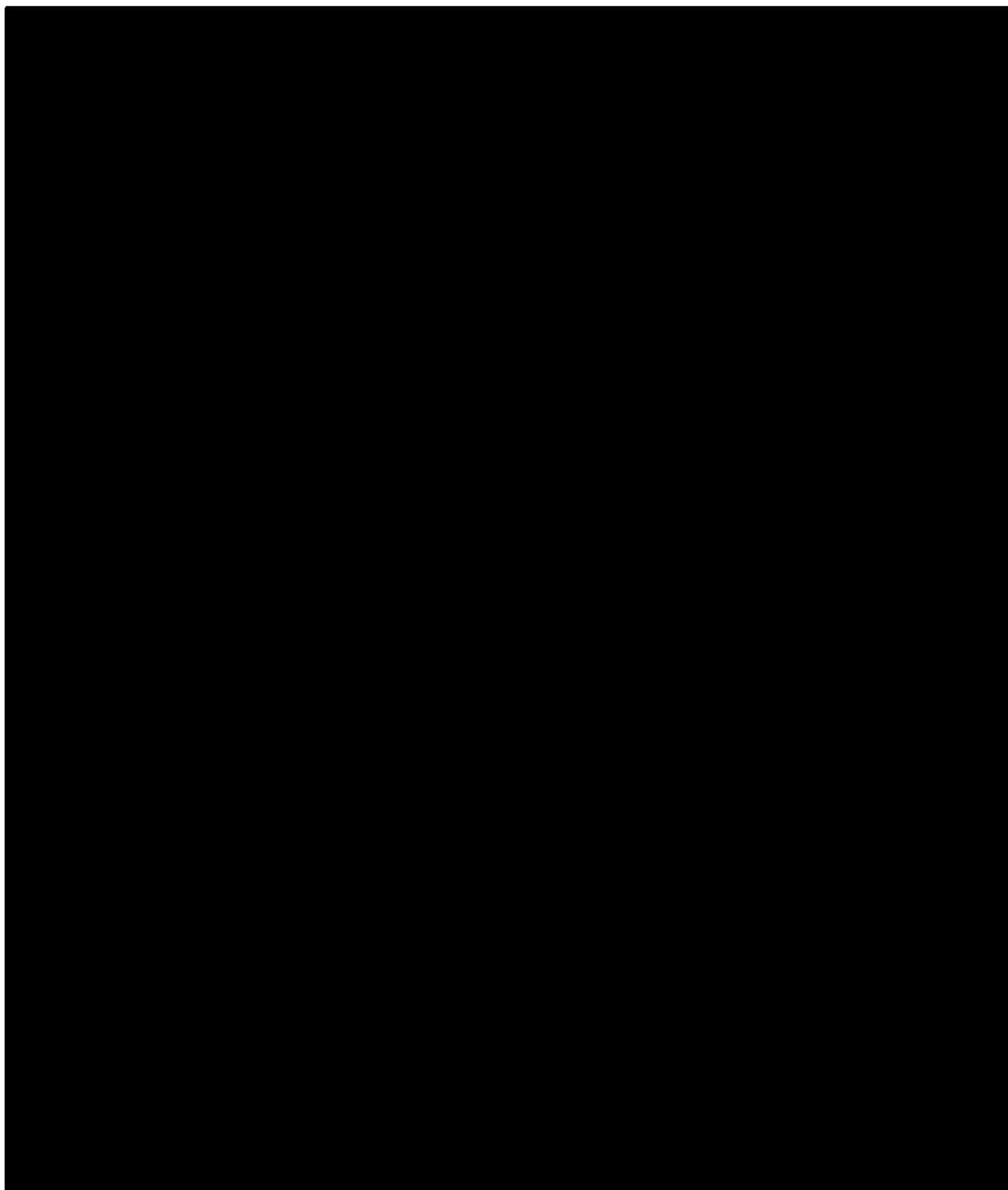
Classification: _____

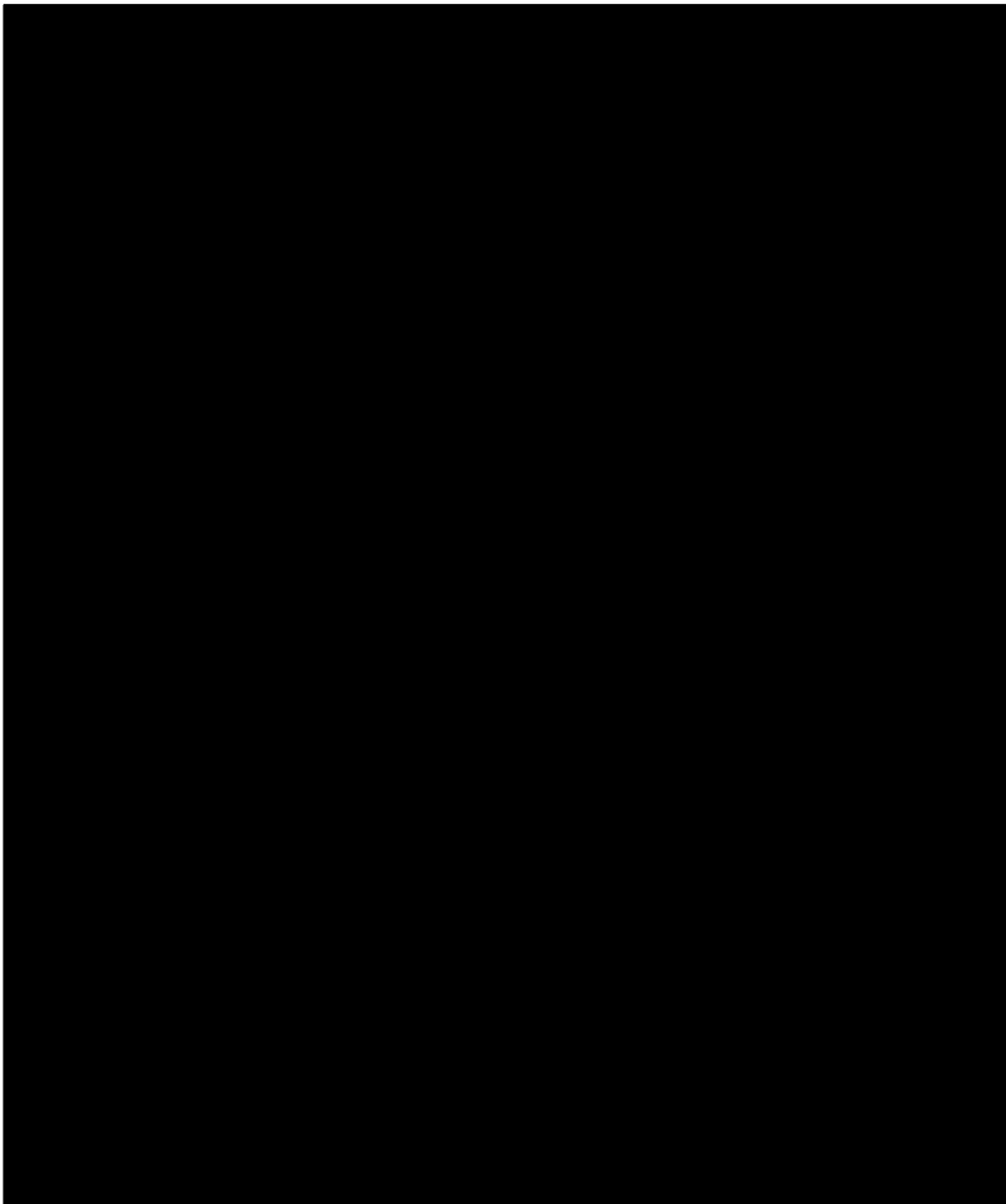
Name: _____

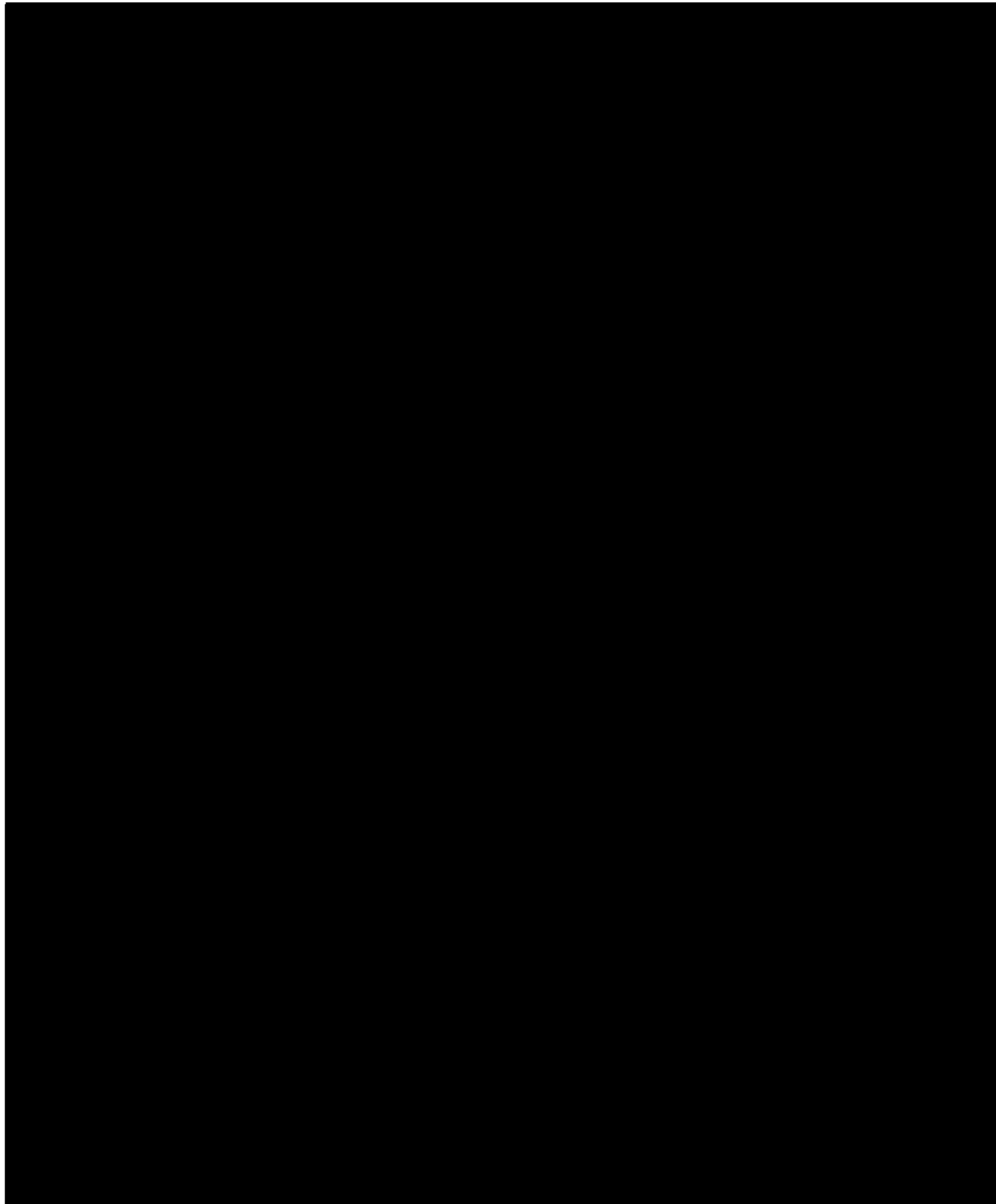
Classification: _____

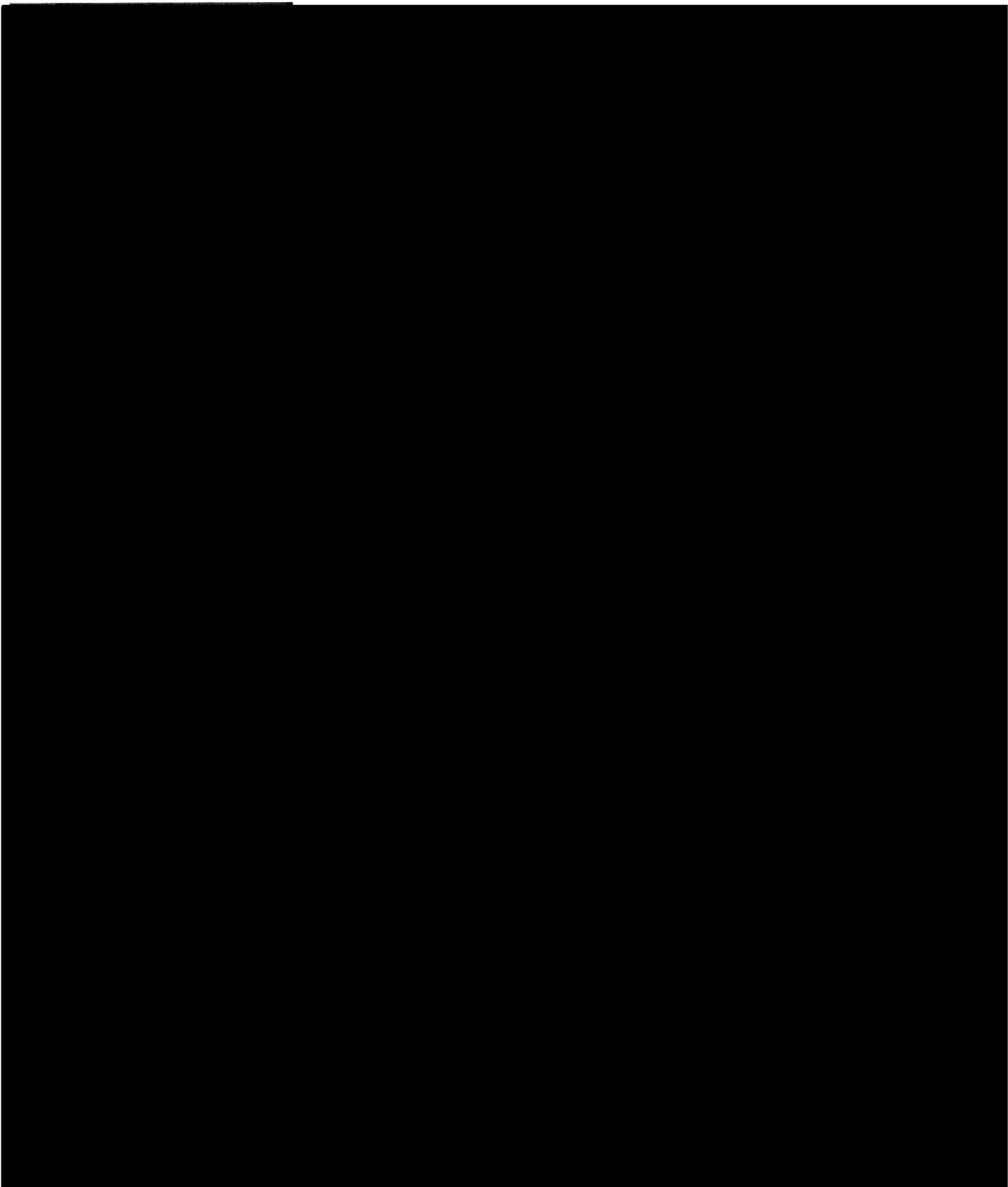


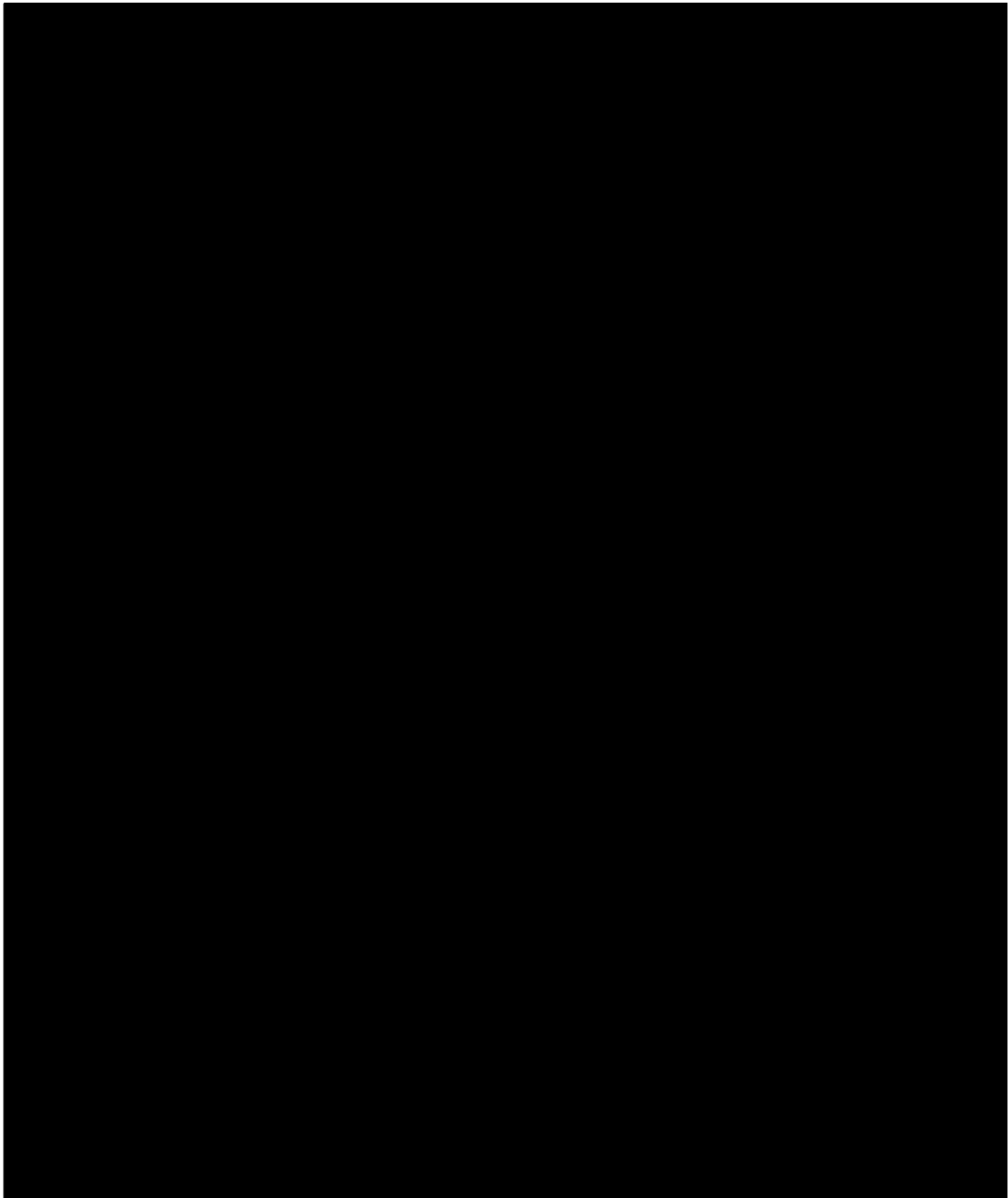


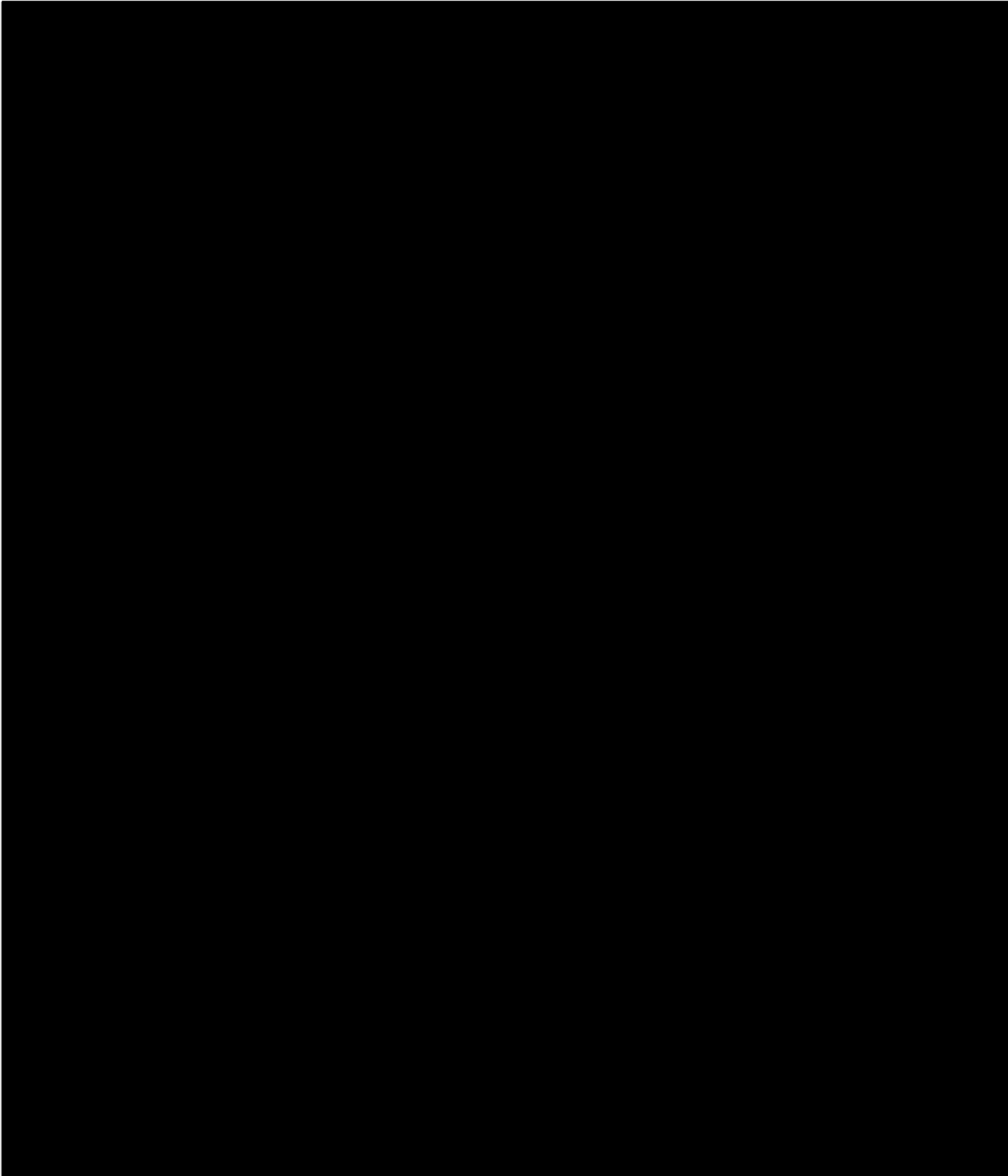


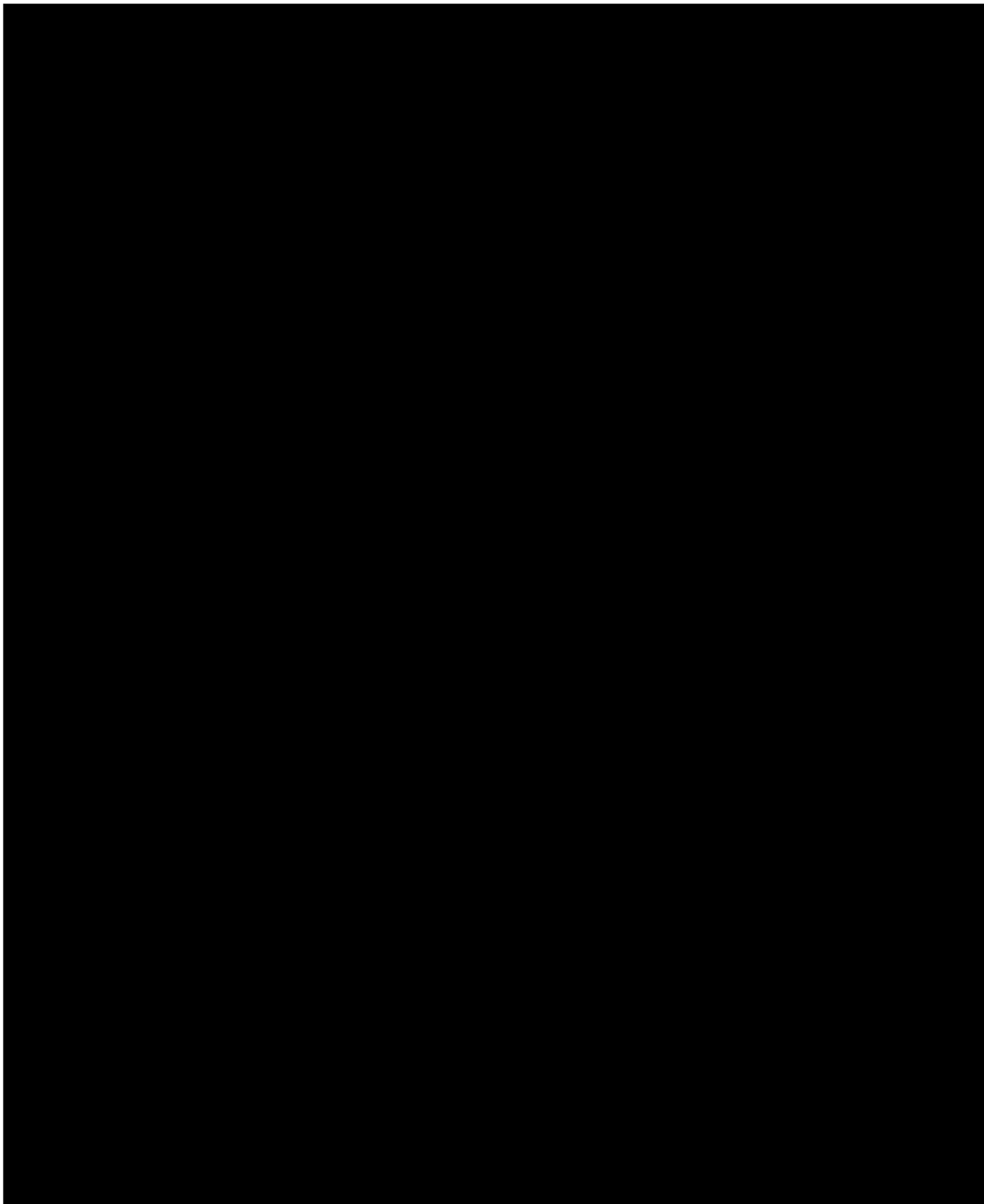












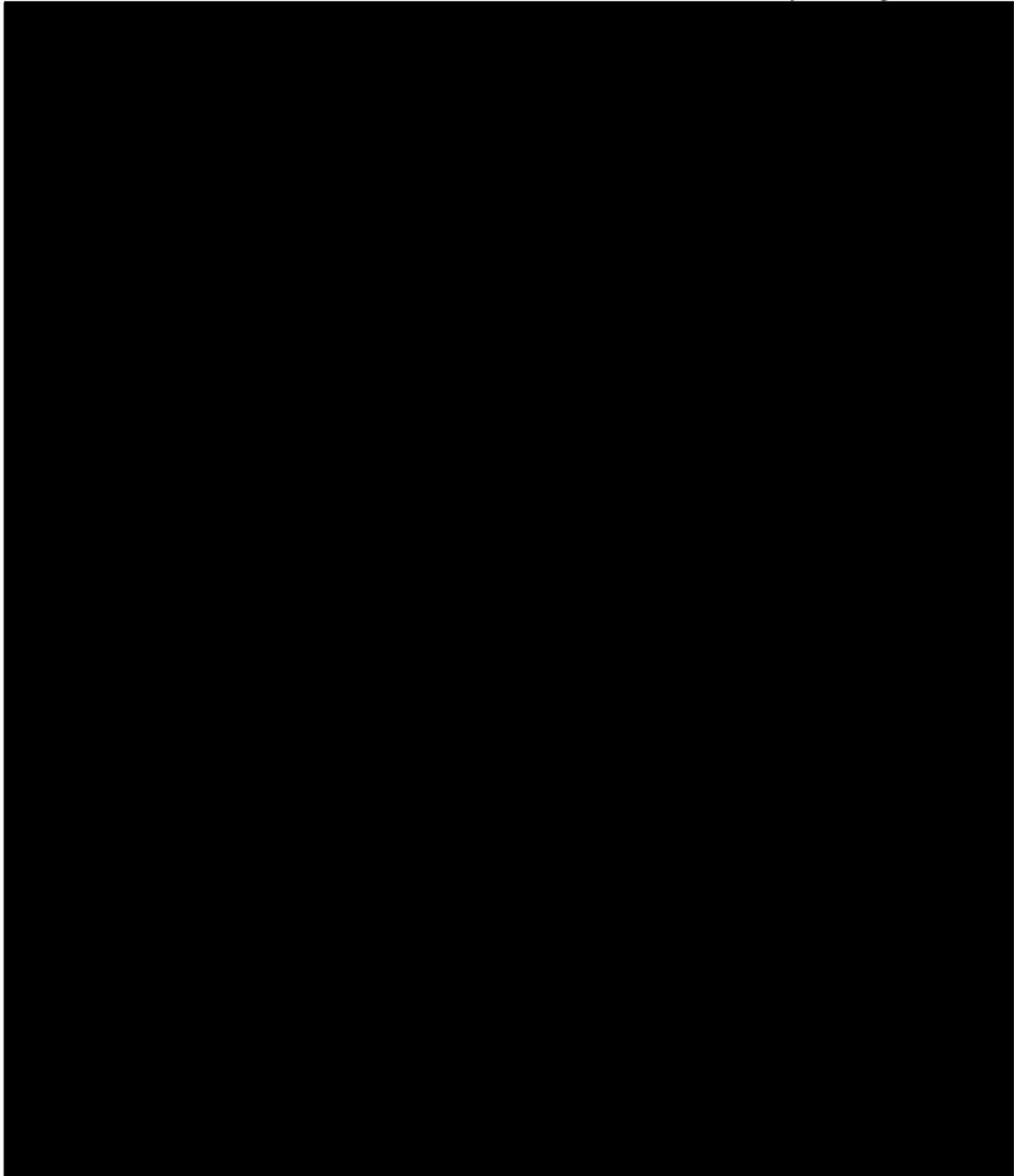


EXHIBIT F

CONTRACT RR-14-4222
TRI-STATE TOLLWAY (INTERSTATE 294)

Christopher B. Burke Engineering, Ltd.

SCOPE OF SERVICES FOR

PROJECT MASTER PLAN AND PHASE II DESIGN SERVICES FOR
BRIDGE REHABILITATION/RECONSTRUCTION OF THE
BURLINGTON NORTHERN SANTA FE (BNSF) RAILROAD (M.P. 26.6)

COOK COUNTY, ILLINOIS
LYONS TOWNSHIP

Project Understanding

This contract includes the preparation of Project Master Plan and Phase II design services for the proposed rehabilitation/reconstruction of the BNSF Railroad Bridge (BN 261) over the Tri-State Tollway for the Illinois State Toll Highway Authority (Tollway), and analysis of *existing* mainline elements that will remain in an "interim" condition after the bridge work is complete and prior to the future mainline reconstruction and/or widening. The Master Plan shall be performed in collaboration with the crossing Master Plan DSE (Contract RR-14-4223).

The scope of services consists of preparing a Project Master Plan which includes determining the project scope, project budget (including Tollway operating budget impact analysis), project schedule, preparing a geometric concept report, preparing an Environmental Evaluation Document (EED), preparing a Location Drainage Study, IDOT, Local Agency & Railway coordination, and all other work as required per the Tollway's Capital Project Master Planning Procedure (P 2010). The tasks included with Phase I services are listed below under Section I "Project Master Plan".

In addition, the scope of services under Section II "Phase II Engineering" are included and consists of the tasks shown under Section II for preparing contract plans, specifications, and estimate (PS&E) documents for the proposed rehabilitation/reconstruction of the Burlington Northern Santa Fe Railroad (BNSF RR) at M.P. 26.6. The rehabilitation/reconstruction of the BNSF RR Bridge is anticipated to occur prior to the reconstruction of the mainline Tollway in order to facilitate future maintenance of traffic during mainline reconstruction. As such, this scope also includes mainline work on the Tollway during the interim condition, as required.

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 BNSF Railroad and Metra, Cook County, and Local Agencies shall apply outside of the Tollway's jurisdictional area as appropriate.

Christopher B. Burke Engineering, Ltd. Scope of services include the following:

CBBEL will provide drainage and environmental studies and permit applications for the proposed reconstruction of the BNSF Railroad bridge over I-294. Flagg Creek is immediately adjacent to the railroad and Tollway embankments, and is crossed by both. Tollway and subsequently railroad profile adjustments will be driven by the clearance and freeboard requirements dictated by the Creek flood elevations.

The proposed BNSF bridge work will be taken through 100% design documents, including obtaining required permits. Reconstruction of the BNSF bridge is a critical path item for the proposed I-294 mainline reconstruction and widening. As CBBEL will be responsible for signing and sealing permit application documents, it is vital that the engineering analysis and design be done by the engineer of record, particularly for the IDNR-OWR floodway construction permitting along Flagg Creek. The location of the BNSF crossing is at the far upstream end of Flagg Creek. Based on design requirements that any downstream improvements will not raise the water surface elevations more than 0.1 foot, it is possible to start the required modeling at an intermediate location near Commonwealth Drive and proceed with the BNSF crossing design ahead of downstream analysis. This updated modeling will then be shared with the overall south section design team for use in the extended Creek analysis.

I. PROJECT MASTER PLAN

TASK 1 – DATA COLLECTION AND REVIEW

CBBEL will conduct an initial Field Reconnaissance focusing on drainage, waterway, and environmental conditions and will prepare a photo log. CBBEL will also review and catalog the as-built Tollway and local plans, bridge inspection reports, BCRs, and proposed improvement plans as they relate to the proposed drainage and environmental work.

TASK 3 – DEFICIENCIES ANALYSIS

CBBEL will review vertical alignment and clearance deficiencies with respect to Flagg Creek and prepare a preliminary summary memorandum based on available waterway and historic plan data.

TASK 10 – CONCEPT DRAINAGE STUDY – Critical Path Vertical Profile and IDNR-OWR Permitting Element

The Concept Drainage Report is a key part of the Master Plan engineering services required for the proposed bridge rehabilitation/reconstruction of the BNSF railroad bridge over I-294 (Tri-State Tollway). The railroad and Tollway, as well as 47th Street, cross Flagg Creek near the railroad bridge over I-294. The design flood elevations and associated freeboard and clearance requirements will be driving factors in setting the profiles for both the Tollway and the railroad. It is anticipated that both profiles may need to be raised.

Local and other agency coordination necessary to complete this Task is included under Task 32. The following Tasks provide project-specific details for the Concept Drainage Report.

Task 10.1: General Location Drainage Map

The General Location Drainage Map will be created to show the limits of the proposed work along the BNSF railroad, I-294. The BNSF crossing of I-294 is located between the Villages of Hinsdale and Western Springs in Cook County, Illinois. The BNSF crossing is bordered by the

Pleasantdale Park District's Pierce and Veeck Parks on the west side and by the Western Springs Park District's Spring Rock Park to the southeast. The Creek runs by or through all three parks. Project limits, major drainage divides, identified drainage concerns, and bridges, culverts, and receiving streams will be identified.

The General Location Drainage Map will be use the USGS Hydrologic Atlas (HA) as the base. Additional exhibits including the HA Flagg Creek flood profile and a FEMA FIRM exhibit will be prepared as part of this Task.

Task 10.2: Existing Drainage Plan

The current drainage features along the Tollway from near 49th Street to the Pedestrian Bridge near Maple Street will be indicated on the Existing Drainage Plan (EDP). The EDP will also indicate drainage features along the BNSF railroad extending from approximately 0.4 miles west of the Tollway (near Oak Street) to approximately 0.4 miles east (near Woodland Avenue).

The EDP will be developed using current survey, historical roadway, railroad, and creek relocation plans, and local drainage information from the neighboring Villages. Tributary drainage areas will be determined and low flow and flood flow directions indicated. Floodplain and floodway boundaries and locations of wetlands and waters of the U.S. will be indicated. Storm sewers and drainage ditches will be appropriately noted and labeled. Following preparation of the draft EDP, and field visit will be performed to verify the existing drainage features and to note the condition of existing drainage infrastructure.

11 sheets anticipated.

Task 10.3: Identified Drainage Problems

The design team will initiate requests for identified drainage problems from the Tollway, BNSF railroad, and adjacent Villages and Park Districts to obtain information on drainage concerns. Location, cause, and recommendations for solutions will be included in the Concept Drainage Report.

1 identified drainage concern anticipated.

Task 10.4: Identified Base Floodplains

Flagg Creek crosses from northwest to southeast through the project. Flagg Creek has FEMA regulatory floodplain throughout the project area. East (downstream) of I-294, FEMA also has designated regulatory floodway. North of the BNSF railroad, the floodplain runs parallel to the railroad from almost the Cook/DuPage County line to I-294. After crossing the BNSF, it cuts southeasterly and crosses under the Tollway and 47th Street. The floodplain extends near the I-294 ROW to the south, past 49th Street.

Two studies exist for Flagg Creek, the regulatory 2008 FEMA Flood Insurance Study (FIS), and the 2011 Lower Des Plaines River Detailed Watershed Plan prepared by CBBEL for the Metropolitan Water Reclamation District of Greater Chicago (MWRD). CBBEL's MWRD study extends upstream (northwest) of the regulatory study limits to include the I-294 bridge and the BNSF railroad culverts. The floodplain identified in the MWRD study will be evaluated and

compared to the regulatory floodplain. As part of the Identified Base Floodplain Task, CBBEL will prepare the required exhibit and text.

2 creek studies (FIS & MWRD), 3 sheets anticipated.

Task 10.5: Bridges and Culverts

Four major crossings of Flagg Creek and its tributary exist through the project site. Flagg Creek Mainstem crosses under the BNSF through a twin box culvert structure. The Creek crosses under I-294 and under 47th Street through three-span bridges. In addition to these crossings, and unnamed tributary from the northeast crosses under I-294 through a single box culvert located immediately north of the BNSF. In addition to analyzing the hydraulic sufficiency of the four major crossings, an analysis of a temporary culvert due to construction of the shoofly for the railroad is anticipated.

The structure and Creek survey will be completed under a separate Survey Task, Task 2 above. The compiled data will be used to prepare the necessary hydraulic analyses for the waterway crossing structures. Based on updated survey and the state-of-the-art modeling prepared by CBBEL, the MWRD study is the best available information and is anticipated to be used as the design model. CBBEL will evaluate the FEMA and design models as they may affect structure backwater, HW/D ratio, clearance, and roadway freeboard. It is recommended that an early coordination meeting be held with IDNR-OWR to obtain concurrence on use of the MWRD model as the design model. With project-specific survey, the MWRD model can be easily extended to provide flood elevations in the Tollway ditches located north of the BNSF railroad crossing. While not extending the floodplain, the continuous model will allow the design team to explore the effects of proposed structure and ditch modifications on roadway freeboard above ditch design flows.

The findings from the waterway bridges and culverts hydraulic analysis will be coordinated with the geometric design to define constraints and substantiate any design considerations. Required waterway freeboard and clearance, along with adjustments required to the I-294 roadway profile to meet minimum vertical grades, will be used to set the Tollway profile. The Tollway profile will in turn affect the railroad profile.

It is likely that lengthening or widening the existing waterway structures will require Creek channel modification or relocation. Modeling for channel changes is included in the modeling effort under this Task, and will also be addressed as part of the Right-of-Way and Proposed Drainage Plan Tasks. The required deliverables including narrative, calculations, and exhibits, will be prepared.

2 creek studies, 2 bridges (Tollway & 47th Street over Flagg Creek), 2 culverts (BNSF over Flagg Creek, Tollway over tributary) plus analysis for temporary culvert anticipated.

Task 10.6: Drainage Design Criteria

Several sets of design criteria will be reviewed as part of this Task. In addition to the Tollway Drainage Design Manual criteria for I-294, design criteria for the BNSF railroad will be considered. Since the project is located in the Villages of Hinsdale and Western Springs, the

MWRD Watershed Management Ordinance (WMO) will control for local permitting. CBBEL is intimately familiar with the WMO requirements, having assisted in preparation of the Ordinance and associated Technical Guidance Manual. The adjacent Villages will be contacted to see if they have applicable regulations in addition to the WMO. In addition, the Tollway follows the floodway permitting requirements of IDNR-OWR. A summary of all drainage design criteria, including criteria for storm sewers, open channels, structures, detention, water quality BMPs, floodplains and floodways, etc. will be prepared in tabular form and coordinated with the Tollway Project Manager.

3 rule sets (Tollway/IDNR-OWR, BNSF, MWRD/Village) anticipated.

Task 10.7: Outlet Evaluation

Outlets are locations where runoff exits the Tollway right-of-way as concentrated flow, or offsite runoff crossing the Tollway right-of-way. In the case of this project, additional outlets may also be identified along the BNSF property boundaries. The main outlet for the project is Flagg Creek. However, there appear to be areas of local drainage located east and west of the Tollway that serve as outlets for the railroad. These outlets will be identified and field checked during preparation of the EDP and identification of drainage problems. Outlets will be evaluated for suitability for continued use based on Tollway Drainage Manual guidance. Recommendations for maintaining or improving existing outlets or developing alternate outlets will be developed.

4 outlets not directly to Flagg Creek anticipated.

Task 10.8: Stormwater Detention Analysis

Detention requirements will be evaluated in accordance with the drainage design criteria developed in Task 6. The Tollway Drainage Manual requires detention volume sufficient to control the allowable release rate to 0.04 cfs/acre for the 2-year critical duration event, and 0.15 cfs/acre for the 100-year critical duration event. In addition, a water quality volume to capture the first flush of rainfall is required to meet local requirements. The MWRD WMO requires volume control and detention where practicable for development in right-of-way only if new impervious area is greater than 1 acre. If required based on proposed geometry, the MWRD volume control requirement is met by controlling the first inch of runoff from the impervious area. For detention storage sizing, the WMO allowable release rate until April 30, 2019, is 0.30 cfs/acre of development for the 100-year storm event, which is less strict than the Tollway criteria. The U.S. Army Corps of Engineers has also implemented Best Management Practice (BMP) numeric standards which can be met by retaining the runoff from a 1-inch rainfall.

The storage volume will be determined based on the project criteria. A concept plan for providing the required storage volumes will be prepared, considering both open and closed or inline detention options. Off-site detention may be considered under both Tollway and MWRD requirements. The required narrative, calculations, and concept plans will be prepared to present the detention analysis findings.

1.04 miles RR, 0.6 miles Tollway anticipated for Master Plan.

Task 10.9: Right-of-Way Evaluation

Drainage right-of-way and easements may be necessary to accommodate structure and channel modifications, ditch adjustments, and detention and water quality facilities. The proposed roadway and railroad plans and template cross sections will be analyzed for correlation to the existing Tollway and local rights-of-way and railroad property lines. The required additional right-of-way and easement requirements will be tabulated and provided to the Tollway Project Manager in a memorandum prior to delivery of the final Concept Drainage Report.

320 XS anticipated for RR, Tollway, and Creek modifications.

Task 10.10: Drainage Alternatives

A qualitative analysis of feasible drainage alternative concepts will be prepared and a recommendation for the preferred drainage design will be presented to the Tollway. The drainage alternatives will be developed as part of Task 10.12, Proposed Drainage Plan (PDP). Alternative concepts considered may include waterway crossing type (bridge, culvert, or 3-sided structure), open vs. closed drainage systems, open vs. closed or inline detention facilities, detention and water quality BMP feature locations, etc. Drainage alternatives may affect proposed geometry, including roadway and railroad profiles and the use of retaining walls to minimize floodplain/floodway impacts. Preferred alternatives will be recommended based on maintaining existing drainage patterns, right-of-way requirements, scope of improvements, and cost.

6 alternatives anticipated.

Task 10.11: Proposed Drainage Plan

The Proposed Drainage Plan (PDP) will be prepared using the EDP, proposed geometric plan, existing and proposed roadway and railroad profiles, template cross sections, and contour data. The PDP will indicate drainage patterns, subareas, flow diversions, potential utility conflicts, Creek and ditch modifications, wetlands, and proposed drainage facilities including waterway crossing structures, storm sewers, ditches, and detention and BMP facilities. Anticipated proposed right-of-way and drainage easements will be shown.

To support permitting Tasks, the PDP will be developed to the Concept (30%) Plans stage. Technical data and preliminary calculations prepared for the design of ditches/swales, storm sewers, and waterway crossings are prepared and collated as part of this Task. Copies of computer software input and output files will be provided on CD. Alternate drainage designs as described in Task 10.10 are incorporated in this Task. Detailed sketches of special structures, including outlet control structures will be provided. The PDP/Concept Plans will be prepared in required Tollway format using appropriate symbols and standards for the required items.

11 sheets and supporting preliminary drainage calculations anticipated.

Task 10.12: Floodplain Encroachment Evaluation

Proposed encroachments into the Flagg Creek floodplain and regulatory floodway will be evaluated in this Task. Using the roadway and railroad plan data and available FEMA and MWRD Flagg Creek hydraulic models, the feasibility of the proposed work will be evaluated and recommendations for alternatives to minimize encroachments will be developed. Both

IDNR-OWR and local ordinance requirements will be considered. IDNR-OWR requires incremental floodway compensatory storage volume to be provided at a 1:1 ratio. MWRD requires incremental compensatory storage volume for fill in the floodplain at a 1.1:1 ratio.

A qualitative evaluation of the encroachment will be categorized in accordance with IDOT BLE Procedure Memorandum 95-3. If there are potentially significant impacts, the hydraulic analysis will be updated to determine the magnitude of changes in water surface elevations. The potential impacts on buildings or structures located within the floodplain will be evaluated. Floodplain cross sections will be prepared in accordance with the Drainage Manual, and incremental encroachment volumes calculated. Suitable locations for providing compensatory storage will be determined, including evaluation of alternate sites. A plan schematic and compensatory site cross sections will be prepared to show sufficient compensatory storage volume is required.

The Permit Summary Form and Attachment A will be completed using the data generated in the steps above. Appropriate narrative, exhibits, and calculations will be provided in the Concept Drainage Report.

4 potential locations (including longitudinal encroachment) anticipated.

Task 10.13: IDNR-OWR & MWRD Permit Summaries/Coordination

Relevant permit requirements will be described in this Task. Preparation of actual permit application documents is part of the Permitting Applications Submittals Task 31.

The proposed project is anticipated to affect Flagg Creek. This waterway has FEMA regulatory Zone AE floodplain and designated floodway downstream of I-294, but only Zone A floodplain at and upstream of I-294. Therefore, depending upon the location of the proposed work, different IDNR-OWR permitting requirements may apply. Waterways with designated floodways are regulated under the Part 3708 Rules, and require a Floodway or Regional permit for construction. Waterways without designated floodways are regulated under the Part 3700 Rules and require either an Individual or Statewide permit for construction. Flagg Creek is not a Public Body of Water.

Once the Drainage Alternatives Task and PDP are to an advanced stage, coordination with IDNR-OWR will be undertaken to confirm the permitting requirements. MWRD may also have applicable permitting requirements if the proposed work involves a new outfall to the Creek or impacts combined sewer areas. Coordination will be documented in the Concept Drainage Report.

Summary of 3 anticipated permit applications (RR and Tollway IDNR/OWR, RR MWRD).

Task 10.14: BMP Summary

Best Management Practices (BMPs) designed under Tasks 17.3 and 22 will be summarized in the Report as they relate to runoff quantity and water quality.

Task 10.15: Report Assembly

This task involves the organization, preparation, and assembly of the Concept Drainage Report in conformance with Appendices E and F of the March 2015 Tollway Drainage Design Manual. Concept Drainage Report revisions are anticipated and the time required to implement those revisions are included in the individual tasks.

- A. Prepare report cover and include draft date on the cover to facilitate identification of initial and subsequent revisions.
- B. Prepare a table of contents with page numbers.
- C. Prepare an Executive Summary.
- D. Compile necessary appendices including labeled tabs to separate sections. All supporting calculations included in an appendix should be bound separately. These calculations must be approved by an Illinois Professional Engineer prior to submittal to the Tollway for review. Calculations must be checked by a person other than the one who completed the calculations. The designer shall also ensure that "done by" and "checked by" initials are provided for all calculations included in the report.
- E. Submit a "Draft" and "Final" copy of the Concept Drainage Report.
- F. A minimum of 15 copies of the Draft and Final Concept Drainage Report will be required.
- G. Copy, collate, and bind the appropriate number of documents.

15 Draft and 15 Final Concept Drainage Reports (2 Volumes each) anticipated.

TASK 17 – ENVIRONMENTAL EVALUATION DOCUMENTATION

Task 17.1 – Preparation of Environmental Studies Inventory Sheets (ESIS) – Parts 1 and 2

CBBEL will prepare the ESIS Inventory Sheets for Parts 1 and 2 identifying environmental issues associated with the project per Tollway procedural requirements. The ESIS documentation will characterize the environment resources, impacts, issues, and measures for mitigation. The ISTHA Environmental Studies Inventory Sheet (ESIS) will be filled out and submitted to the Tollway for review and processing.

As described in the ISTHA Environmental Studies Manual, preparation of the ESIS requires that the following factors be evaluated and Technical Memorandums prepared.

- Wetland Delineation Report
- Biological Memorandum
- Public Lands Memorandum
- Streams, Lakes and Waterways Memorandum
- Cultural, Historical and Archeological Resources Memorandum
 - Buildings
- Hazardous and Special Waste Memorandum
- Noise Memorandum
- Air Quality
- Agricultural Resources Memorandum
- Landscape, Erosion and Sediment Control Memorandum
 - Trees

- Prairie
- Sustainability, Green Initiatives and Water Quality Best Management Practices

Task 17.2 ESIS Technical Memorandums

17.2.1 Wetlands – Critical Path Section 401/404 Permitting Element

CBBEL Staff will complete a wetland/waters of the United States Delineation in accordance with the current federal methodology. The results of the delineation will be compiled in a wetland delineation report. Additionally, a Wetland Technical Memorandum will be prepared that discusses potential wetland impacts, permitting requirements, avoidance and minimization measures, and mitigation. Additional delineations may be required beyond the current right of way.

17.2.2 Biological Resources - Critical Path Section 401/404 Permitting Element

An evaluation will be completed to document, in a technical memorandum, potential impacts to biological resources in the project corridor. This evaluation will take into consideration Illinois Natural Area Inventory Sites, forest preserve, park space, threatened and endangered species, aquatic, riparian, upland habitats including buffer, forest, savanna, streams, creeks, lakes, ponds, ditches, windrows, hedges, fencerows, and greenways.

Coordination of Threatened and Endangered species will also be completed with the United States Fish and Wildlife Service (USFWS) and The Illinois Department of Natural Resources (IDNR). This will include completion of a USFWS Section 7 evaluation and IDNR consultation. This task includes attendance at meeting if species are identified to be within or near the project corridor. If any impacts are identified avoidance and minimization and mitigation measures will be proposed.

17.2.3 Public Lands

Publicly owned recreation properties in the project corridor will be identified, as well as, the extent of the resources, including the amount of potential land conversion that may occur due to the proposed improvements. Following the evaluation a Public Lands Memorandum will be prepared discussing the findings and recommendations for avoidance and minimization.

17.2.4 Streams, Lakes and Waterways– Critical Path Section 401/404 Permitting Element

The presence of streams, lakes and waterways will be evaluated and identified within and adjacent to the project corridor. Water quality impact and possible mitigation measures will also be determined. Salt and Flagg Creeks are listed on the State's 303d list as being impaired; though the impairments do not include chlorides.

We believe it is unlikely that additional testing will be required because the state has previously collected data; however we have budgeted time and effort to complete testing if required to avoid a delay during the permitting process. During the Master Plan Stage we will ascertain whether or not additional testing will be required by IEPA.

The likelihood of flood plain or floodway encroachment along with potential impacts to culverts, bridges or downstream receiving waters will be considered along with stormwater detention and compensatory storage requirements will be evaluated under the engineering

tasks of this proposal. Findings will be presented in a Technical Memorandum along with measures to mitigate and minimize any identified impacts.

17.2.5 Cultural, Historical, and Archeological Resources – Critical Path Section 401/404

Permitting Element

CBBEL staff will submit Section 105 and Section 106 review requests to the Illinois Historic Preservation Agency for consultation regarding Cultural, Historical, and Archeological Resources that may be within the project area. The results of the inquiry will be provided in a Technical Memorandum.

17.2.6 Special Waste

Using published records and a site reconnaissance the potential for special waste will be evaluated. Phase II testing will be undertaken if improvements are considered likely to impact any identified special waste site. The findings of this evaluation will be provided in a Special Waste Technical Memorandum.

17.2.7 Noise

Noise sensitive land uses will be identified and traffic noise impacts evaluated using xyz modeling. Field measurements will be taken at potential noise receptor locations. Noise mitigation/abatement measures will be evaluated and incorporated into the project design, where reasonable. Noise abatement structures will be designed using xyz modeling, if necessary. A Noise Technical Memorandum will be prepared documenting the findings, including traffic noise data, impacts and proposed mitigation or abatement measures and locations.

17.2.8 Air Quality

CBBEL will oversee completion of the required Air Quality Analysis in accordance with the Tollway Environmental Studies Manual. The evaluation will assess existing air quality, determine potential impacts, and initiate or perform the specific environmental studies. If air quality investigations are required, CBBEL will oversee preparation of a memorandum and all necessary exhibits (including a project location map) documenting the area of concern.

The memorandum shall indicate the results of the evaluation and describe efforts made to identify and avoid, minimize, or abate impacts. If the NAAQS for carbon monoxide (CO) is violated, the CBBEL will on behalf of the Tollway will submit this memorandum to the IEPA in order to begin the project specific coordination.

The design would then proceed with incorporation of design features in conformance with the DSE Manual. The design would consider all intergovernmental agreements, agency and municipal coordination, and any stipulations related to the air quality effects from the project. The memorandum will be incorporated into the ESIS and EED, as necessary.

17.2.9 Agricultural Resources

The project corridor will be evaluated for the potential impact on agricultural resources. Avoidance and minimization measures will also be considered. The results of this evaluation will be presented in an Agricultural Resources Technical Memorandum documenting the findings and any mitigation or avoidance measures that could be implemented.

17.2.10 Landscape, Erosion and Sediment Control – Critical Path Section 401/404 Permitting Element

Landscape, Erosion and Sediment Control will be evaluated throughout the project design. The initial study will evaluate the location of highly erodible and erodible soils to all project engineers to focus on those particular areas as well as those areas which potential wetland, biological or waterbody implications. The results of this evaluation will be provided in a Landscape, Erosion and Sediment Control Technical Memorandum documenting the locations of erodible soils and suggested erosion and sediment control techniques to be implemented.

Task 17.3 – Water Quality Best Management Practices – Critical Path Section 401/404 Permitting Element

CBBEL will evaluate and recommend concept level water quality Best Management Practices that can be implemented within the project limit, to protect Flagg Creek from water quality degradation. This information will be presented in a tech memo and reflected on the concept level design documents.

Task 17.4 - Environmental Evaluation Document (EED)

If required by the Tollway we have budgeted to prepare an Environmental Evaluation Document in accordance with the ISTHA Environmental Studies Manual. This document will build upon information collected for preparation of the ESIS. The EED must discuss each of the factors listed above in the ESIS Section. For those factors evaluated that show an impact will occur, a more detailed evaluation must be completed. This EED includes:

- Preparation of a Purpose and Need statement which clearly identifies the basic project purpose.
- A detailed description of the existing project area Existing Conditions.
- A discussion of Alternatives considered.
- A detailed discussion of Environmental Impacts expected by the preferred alternative.
- A Recommended Action/Alternative based on the Alternatives considered and the Environmental Impacts which may occur. The Recommended Action/Alternative shall be described in detail documenting why the selected alternative was considered the most practicable.
- A Comments and Coordination section. The EED shall also contain and document the public, municipality, and agency coordination that was completed. The discussion will summarize milestones and dates as an appendix within the document.
- Exhibits and Appendices and Technical Reports (if any). These documents may include:
 - Location maps
 - Environmental constraint mapping
 - Alternative analysis
 - Recommended alternative annotated with impacts shown
 - An environmental impact matrix.
 - The appendices will include any analytical information that supports analysis's completed, i.e. a Biologic Resource Opinion regarding threatened and endangered species.

It is expected that the EED will go through at least 2 possibly 3 rounds of review prior to be finalized. These reviews will include internal QA/QC reviews and external ISTHA and Tollway consultant reviews. Once the document is complete, it will be made available to the public.

Graphic data will be prepared in Geographic Information Systems formats and can be used to create exhibits, displays, public meetings, PowerPoint presentations, etc.

The findings for each factor would be documented in memorandums or reports and summarized in the ESIS form. Detailed evaluations of the above listed resources will be completed as described below.

Task 17.5 - Tree Listing and Memorandum

CBBEL complete a tree inventory of all trees located within the project corridor. The tree inventory will include size, species, condition, form and general comments regarding the quality of the identified trees. Each tree will be evaluated and assigned a number rating from 1 – 5 based on general observations at the time of the inventory. A rating of 1 (excellent) has the highest value in terms of protection or preservation. A rating of 5 (poor) has the lowest value and represents lower quality individuals. This task does not include a professional field survey of the identified trees. The data will be tabular form along with a memorandum documenting the process and a summary of findings.

Task 17.6 – INVEST Manual – Planning and Design Evaluations - Sustainability and Water Quality Best Management Practices

CBBEL staff will evaluate the proposed improvements using the INVEST Sustainable Highways Self-Evaluation Toll Manual. The Tollway can have a negative impact on surrounding ecosystems and environmental quality. To minimize and mitigate these potential impacts, the next step in highway infrastructure's advancement needs includes incorporation of practices that reduce the effect on the natural environment, increase capacity, and benefit society beyond the ability of current highways. This can be achieved by instituting a system of Best Management Practices.

This task does not include completion of formal research activities, organization of meetings with trade groups or professional organizations to develop new strategies or development of Tollway wide specifications or guidance for future projects. This task focuses solely upon taking currently available information and technologies and applying it to the design and implementation of this project.

Task 17.7 – Environmental Agency Coordination

During the Master Plan Phase it is likely that pre-application/fact finding meetings with a number of agencies will be completed to verify understandings regarding the expected permitting process and expectations of each of the agencies in regards to application format and content. We are assuming meetings or conference calls will be held with the following agencies, at a minimum: USACE, IEPA, MWRD, USFWS, IDNR –Threatened and Endangered Species staff and IWPA staff. CBBEL will prepare exhibits and displays and respond to agency comments through the Master Plan process.

TASK 22 – CONCEPTUAL DESIGN PHASE (30%)

Conceptual Design is the initial design stage of a capital project. The Scope of Work first developed in the pre-design phase as part of the Staff Summary Sheet or the Project Master Plan serves as the basis for the project design. This design phase includes all of the activities necessary to produce a conceptual design.

During this phase of design, the DSE prepares concept design studies of proposed design options consisting of engineering drawings, a project description, and calculations required to summarize the character of the project in accordance with the contract scope of work. Identified deviations to contract scope of work and the budget estimate are reviewed and clarified. The concept documents are sufficient for review with the appropriate authorities and for initiating public consultation, as required. The submittal shall identify which components, including utilities, or construction disciplines are interdependent and assess the impacts of design decisions on these items. As the BNSF railroad over I-294 project will have a Master Plan Phase, many of the items listed below will be spelled out in the Concept Drainage Report and will be further developed in the Design Phase.

Drainage 30% Level

Permit applications will be submitted from the 30% level drawings that will be completed under Task 10.11.

Grading 30% Level

Contour Grading Plans will be provided for the railroad embankment, Flagg Creek, the interim mainline condition and areas where grading is required for detention and compensatory storage.

Anticipated sheets: Interim Mainline Condition & Railroad (10 Sheets), Future Condition (4 Sheets), Detention and Compensatory Storage Plans (2 Sheets)

ESCP 30% Level

Interim Mainline Condition & Railroad 30% Level

Best Management Practices (BMPs) will be designed for the project corridor. BMPs are intended to be a method by which the adverse impacts of development and redevelopment are controlled through their application. BMPs are schedules of activities, prohibitions of practices, maintenance procedures, and structural and/or managerial practices, that when used singly or in combination, prevent or reduce the release of pollutants to waters. The types of BMPs are source control, runoff treatment, and flow control.

The primary purpose of using BMPs is to protect beneficial uses of water resources through the reduction of pollutant loads and concentrations, and through reduction of discharges (volumetric flow rates) that may cause water quality degradation. BMPs will be designed and incorporated into the interim condition 30% level plans.

Stormwater Pollution Prevention Plan (SWPPP)

Our understanding is that the USACE/IEPA 404/401 permit application submittals will be advanced to the Phase 1 Master Plan level to avoid potential delays to commencement of construction.

Therefore, the submitted soil erosion and sediment control plans though technically are to be at a 30% level must reflect, for USACE and IEPA review purposes, at least 60%, preferably a 95% level of detail. Soil Erosion Plans will be prepared by others to a 60% to 95% level of detail to be usable for inclusion in the USACE and IEPA application packages. Soil erosion and sediment control plans will be prepared in accordance with the Tollway criteria specified in the Erosion and Sediment Control, Landscape Design Criteria Manual.

Permit applications will be submitted based on the 30% level drawings. A significant element of the application is the preparation of a Soil Erosion and Sediment Control (ESCP) plan for the local Soil and Water Conservation District(s) (SWCD) for review. The SWCD will review the plan and provide a written evaluation of its adequacy (i.e., does the ESCP plan meet technical standards). This task includes preparation of the ESCP plan and other supporting documentation (application form, Site Plan Checklist, Narrative Checklists, etc.) and a recommend ESCP construction sequencing plan covering each stage of construction.

The ESCP plan will be designed to meet Tollway, USACE/SWCD, and NPDES requirements (as overseen by the IEPA). CBBEL will conduct coordination with the regulatory/resource agencies related to ESCP plan preparation and submittal; up to 3 meetings are assumed. The SWCD review process requires a fee, which will be coordinated with the local SWCD(s), as necessary. The application/review fee amounts are estimated and included separately in the Direct Costs.

CBBEL will prepare a SWPPP and a preliminary post construction BMP design (see next item). Erosion Control Plans for both an advanced contract and the interim condition along the mainline will be developed.

Post Construction BMPs Design 30% Level

Best Management Practices (BMPs) will be designed for the project corridor. BMPs are intended to be a method by which the adverse impacts of development and redevelopment are controlled through their application. BMPs are schedules of activities, prohibitions of practices, maintenance procedures, and structural and/or managerial practices, that when used singly or in combination, prevent or reduce the release of pollutants to waters. The types of BMPs are source control, runoff treatment, and flow control.

The primary purpose of using BMPs is to protect beneficial uses of water resources through the reduction of pollutant loads and concentrations, and through reduction of discharges (volumetric flow rates) that may cause water quality degradation. BMPs will be designed and incorporated into the 30% level plans.

II. PHASE II DESIGN

On the basis of the approved Master Plan, contract documents consisting of plans, specifications, and an estimate of cost will be prepared. The plans will be prepared in accordance with Tollway Design Section Engineer's (DSE) Manual and submitted in accordance with the various Tollway project design phases as outlined in the Tollway DSE Manual and Drainage Design Manual and as outlined here.

1. Preliminary Engineering Phase (60%)
2. Pre-Final Design Phase (95% Biddable Documents)
3. Final Check Design Phase (100%)

Each Submittal shall include the following sheets:

- Existing Conditions and Removal Plans Showing (7 Sheets)
 - Existing Topography, drainage structures and sewers and other utilities
 - Items to be removed or adjusted
- Temporary Drainage (7 Sheets)
 - MOT Drainage
- Drainage Notes (1 Sheet)
- Drainage Schedules (1 Sheet)
 - Subsurface Pavement Drain
 - Drainage Structures and Sewers
- Drainage Plan and Profile (7 Sheets)
- Drainage Details (2 Sheets)
- Grading Plans (10 Sheets)

TASK 23 – PLAN SHEETS (60%, 95%, 100% & Advertisement Submittals)

The objectives of the Preliminary Design Phase (60%) are to incorporate comments from the Conceptual Design Phase, and refine and detail the size and character of the entire project to include final engineering systems, materials and finishes. The design phase concludes with the review of design documents.

Drainage Plans (60%)

The Preliminary Design Submittal includes plans, quantities, special provisions, engineers estimate and disposition to all comments from the Concept Design Report. The drainage calculations are not required to be submitted with the preliminary drawings. A written description of any changes or deviations from the approved Concept Drainage Report must be provided to obtain Tollway approval. We will provide Drainage Plans for 2 I-294 Mainline sheets and 5 BNSF RR sheets.

The 60% drainage plans will include the following:

- Define the drainage areas, limits and composition of watersheds and subwatersheds of drainage facilities affecting the immediate project area on an ortho digital mapping base map. Watersheds of 20 acres or greater may be outlined on USGS maps.
- Locate and identify existing culverts, storm sewers, inlets, catch basins, all pertinent drainage structures, and utilities such as fiber optics cable, water, gas, telephone, electric, etc.

- Information shown should include type, size, condition, end treatment and rim and inverts elevations. Show this information on a base plan drawing showing existing topography.
- Identify existing flow direction and drainage patterns.
- Indicate any proposed changes to flow patterns or modifications to watershed size or composition as a result of the project.
- Define the contributing drainage area considered, the design frequency, and runoff rates.
- Identify proposed method of handling drainage changes and detention requirements, e.g. enclosed pipe vs. open ditch; inlet vs. shoulder runoff; culvert extension, etc.
- Show floodplain contours for all stream crossings and bodies of water.
- Show on preliminary drainage plans proposed drainage structure type, location and inverts; storm sewer preliminary size and flow direction; ditch location and flow direction
- We shall prepare a brief written report on the nature of the existing drainage system, proposed modifications, alternatives, and recommendations. A preliminary cost estimate is required for each alternative. This estimate shall be based on preliminary sizing of the facilities supported with calculations per previously approved Drainage Criteria.

Grading (60%)

The 60% level plans will include refinement of the grading plans as developed in the conceptual design phase to support the 60% design. A preliminary cost estimate and construction specifications will be prepared. This estimate shall be based on the 60% level drawings. We will provide 60% Grading Plans for 2 I-294 Mainline sheets, 5 BNSF RR sheets, and 3 Flagg Creek Sheets.

TASK 23 cont'd. – Pre-Final Design Phase (95%)

The objectives of the Pre-Final Design Phase are to incorporate comments from the Preliminary Design Phase (60%), and to refine and detail the size and character of the entire project to include final engineering systems, materials and finishes. This design phase concludes with the presentation of a biddable set of design documents for review. The pre-final submittal includes the revised plans, special provisions, the corresponding design, quantities and the drainage calculations with narrative description for the following Plan Sheets.

Drainage Plans (95%)

The 95% level plans will include refinement of the drainage plans, incorporating comments from the 60% submittal. We will provide 95% Drainage Plans for 2 I-294 Mainline sheets and 5 BNSF RR sheets.

Grading (95%)

The 95% level plans will include refinement of the grading plans incorporating comments from the 60% submittal. We will provide 95% Grading Plans for 2 I-294 Mainline sheets, 5 BNSF RR sheets, and 3 Flagg Creek Sheets.

TASK 23 Cont'd – Final Check Design Phase (100%)

At the conclusion of this phase, the project design documentation is complete. The objective of issuing a package of information at this stage is to ensure that the Bid documents are complete and coordinated. Final design review package consists of:

- Drawings and specifications required for advertisement, bid, award, and construction of a capital project,
- Final construction schedule (duration), and
- Final construction estimate

for the following Plan Sheets:

Drainage Plans (100%)

The 100% level plans will include refinement of the drainage plans, incorporating comments from the 95% submittal. We will provide 100% Drainage Plans for 2 I-294 Mainline sheets and 5 BNSF RR sheets.

Grading (100%)

The 100% level plans will include refinement of the grading plans incorporating comments from the 95% submittal. We will provide 100% Grading Plans for 2 I-294 Mainline sheets, 5 BNSF RR sheets, and 3 Flagg Creek Sheets.

TASK 24 – CONTRACT REQUIREMENTS

CBBEL will prepare special provisions for drainage and grading items that are not covered by the Standard Specifications. P-Pages, Advertisement Page and Authorization to Advertise Memo are not included in this Task.

TASK 27 – PROBABLE CONSTRUCTION COST ESTIMATES

CBBEL will prepare anticipated cost of construction estimates for each milestone submittal for drainage and Grading items.

TASK 28 – QUANTITY COMPUTATIONS (C-1's)

Calculations and analysis shall be performed on calculation sheets properly labeled and organized in an orderly and logical manner. Calculations sheets shall identify the Tollway contract number; the name of the DSE firm, the date the work was performed and includes identification of the originator and checker.

TASK 29 – REVIEW COMMENT DISPOSITIONS

CBBEL will prepare comment disposition forms in designated project format to respond to review comments for each milestone submittal review.

TASK 30 – DESIGN COMPUTATIONS

Calculations and analysis shall be performed on calculation sheets properly labeled and organized in an orderly and logical manner. Calculations sheets shall identify the Tollway contract number; the name of the DSE firm, the date the work was performed and includes identification of the originator and checker.

- All calculation submittals shall be marked to indicate the appropriate design phase.

- All submittals shall include a cover sheet with the full name of those who initial the sheets
- Specialized calculations (open ditches, storm sewers, inlet spacing, detention update, compensatory storage update, BMP, seeding etc.) shall include references to design guidelines or manuals for verification. Final calculation submittals shall be neatly bound, indexed and stamped by a Professional and/or structural Engineer registered in Illinois.

TASK 31 – PERMIT APPLICATION SUBMITTALS – Critical Path Section 401/404 Permitting Elements

This project will require a Section 404 permit, Section 401 Water Quality Certification, Interagency Wetland Policy Act (IWPA) permit, and SWPPP. It will also require permits from IDNR-OWR for Floodway Construction. The project may also require an MWRD Watershed Management permits if it includes roadway or railroad development including sewers, drainage, or detention in combined sewer areas or a new outfall to a waterway. Per the MWRD website, Western Springs is a combined sewer community.

On the basis of the 30% plans, submittals of permit applications will begin. Due to review times, the permitting effort may extend through the Pre-Final Design Phase (95% Plans). Permit fees may be required and fee amounts are estimated separately under Direct Costs. The design team will assist ISTHA and the BNSF RR with preparation and submittal of the necessary documentation. Each of the applications requires extensive work effort.

USACE - Clean Water Act Section 404 Permit Application – Critical Path

We have budgeted the BNSF railroad and I-294 improvements under the assumption they will be reviewed as Individual Permits by the USACE and IEPA. The following documents will be prepared to assist the Tollway with preparation and submittal of the application package.

The Section 404 permit application will include the following information:

- Joint Permit Application form
- Mailing Labels
- Draft USACE Public Notice
- Section 404 (b)(1) documentation
- Alternative Sites Analysis – Based on the findings of the Environmental Assessment (EA)
- Avoidance and minimization documentation
- Wetland Assessment report - INHS
- Threatened and Endangered Species Documentation
- Archeological Resources – provided by others
- Project description and construction plans (including grading and soil erosion and sediment control)
- Coordination of Mitigation Credits

It is anticipated that the package will go through two review iterations prior to submittal to the USACE. We anticipate some coordination and response to comments during review will also be necessary. Meetings and follow-up with the agency may be required to facilitate their review.

IEPA - Water Quality Certification – Section 401 Permit Application – Critical Path

If an Individual Section 404 Clean Water Act permit from the U.S. Army Corps of Engineers (USACE) will be required, an Individual Water Quality Certification and Anti-Degradation Review will be required from IEPA. We will prepare the necessary support documentation to assist the Tollway with preparation and submittal of the application package. It is anticipated that the package will go through two review iterations prior to submittal to IEPA. We anticipate some coordination and response to comments during review will also be necessary.

Interagency Wetland Policy Act (IWPA) IDNR Permit Application – Critical Path

If wetland is impacted for this project, CBBEL will prepare and submit on behalf of the Tollway the required IWPA permit application. This package would include the proposed wetland mitigation approach. It is anticipated that the package will go through two review iterations prior to submittal to IDNR. We anticipate some coordination during review will also be necessary.

Stormwater Pollution Prevention Plan (SWPPP) Preparation – Critical Path

CBBEL will prepare a Stormwater Pollution Prevention Plan (SWPPP) will be prepared for the project in accordance with Part IV of the General NPDES Permit No. ILR10. Please note that completion of this task will require signed certification statements from contractors, subcontractors, and the operator as identified in the SWPPP. As part of the SWPPP preparation CBBEL will submit an electronic copy of the SWPPP to the IEPA. As required by the NPDES Phase II Storm Water Construction General Permit (ILR10), an up-to-date copy of the SWPPP must be maintained on the project site during construction activities.

IDNR-OWR Permit Applications for Construction in a Floodway – Critical Path

The applicable floodway construction permits will be described in the Concept Drainage Report. Until the design is advanced, it is not possible to determine with certainty which floodway construction permits will be required, as it is dependent upon the proposed impacts to Flagg Creek. It is anticipated that each waterway crossing structure (BNSF RR and Tollway) over Flagg Creek will require a separate permit. Longitudinal encroachment and Flagg Creek relocation permitting will be handled with the nearest appropriate structure.

If Regional and Statewide permits do not apply due to the level of proposed impacts, CBBEL will prepare on behalf of the Tollway the required Floodway and/or Individual IDNR-OWR floodway construction permit application packages. These packages will include completed application form, narrative, structure and channel exhibits, Waterway Information Tables (WITs), summary tables, floodway fill and cut calculations, and hydraulic modeling as necessary, in a format acceptable to IDNR-OWR. The application packages will initially be submitted to the Tollway for internal review. It is anticipated that the packages will go through two review iterations by IDNR-OWR. We anticipate coordination during review will be necessary. Application fees are anticipated to be required and are not included in this Task, but are estimated under Direct Costs.

MWRD Watershed Management Permit Applications – Critical Path

The applicable MWRD permits will be described in the Concept Drainage Report. Until the design is advanced, it is not possible to determine with certainty which MWRD schedules will be required, as it is dependent upon the proposed project design, particularly adjacent to the BNSF railroad and 47th Street. If MWRD permit applications are required, CBBEL will prepare on behalf of the Tollway the required permit packages. These packages will include completed application forms and Schedules, plans, exhibits, calculations, and hydraulic modeling as necessary, in a format acceptable to MWRD. The application packages will initially be submitted to the Tollway for internal review, and may also be coordinated with the BNSF and adjacent Villages as required. It is anticipated that the packages will go through two review iterations by MWRD. We anticipate coordination during review will be necessary. Application fees are anticipated to be required and are not included in this Task, but are estimated under Direct Costs.

TASK 32 – MEETINGS AND FIELD CHECKS

CBBEL will participate in Project Book Meetings, DSE Coordination Meetings, Internal Meetings, Tollway Coordination Meetings, Submittal Review Meetings, and meetings with local agencies as requested, and perform three field checks and two plan in hand reviews. Attendance at some meetings may be by remote access.

TASK 33 – COORDINATION

CBBEL will assist BBA with the BNSF RR, utility agencies, outside agencies, permitting agencies, and adjacent DSE coordination in regards to drainage and environmental design, analysis, and permitting Tasks. This assistance will include exhibit preparation, phone/conference calls, meeting minute review, and phone logs as necessary.

TASK 34 – BID SUPPORT

CBBEL will assist BBA with bid support by responding to Bidder Inquiries/Issue Clarifications and preparing Addendums.

TASK 35 – INVEST

CBBEL will provide review items produced, assist with workshop preparation, and attend workshops.

TASK 36 – QUALITY ASURANCE / QUALITY CONTROL

CBBEL will perform QA/QC for each milestone submittal of the above-described Tasks, in accordance with the Consultant's Quality Plan.

TASK 37 – ADMINISTRATION / MANAGEMENT

CBBEL will provide monthly progress narratives and monthly invoices to BBA for the project duration.

EXHIBIT G

Contract No. RR-14-4222

Christopher B. Burke Engineering, Ltd. (CBBEL)

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
As Prime				
RR-11-4032	Environmental Services Upon Request	\$5,000,000.00	\$1,569,350.00	5/1/2017
As Sub				
I-11-4014	Elgin O'Hare West Bypass <i>Sub to CH2M Hill</i>	\$311,534.60	\$53,370.00	5/1/2014
I-12-4080	Illinois 53 Extension <i>Sub to TranSystems</i>	\$800,000.00	\$418,150.00	10/1/2014
RR-14-4221	Tristate Tollway Bridge Mile Long Bridge, (MP 21.5) <i>Sub to Lochner</i>	TBD	TBD	TBD
RR-14-4222	Tristate Tollway Bridge BNSF Rail Road Bridge (MP 26.6) <i>Sub to Bowman Barrett</i>	TBD	TBD	TBD
I-13-4100	I-90 US 20 To Elgin Plaza <i>BGP Tollway Partners, JV</i>	3-JV 774,730-CBBEL	\$79,315.00	12/1/2015
I-14-4221	I-90 US 20 To Elgin Plaza <i>BGP Tollway Partners, JV</i>	9,499,523-JV 2,397,971-CBBEL Portion	\$2,337,044.00	7/1/2017
IDOT				
P-91-152-05	I-80 (US Route 45 to US Route 30)	\$1,166,799.00	\$0.00	6/1/2013
P-91-004-09	Various Safety Assessments	\$600,000.00	\$297,000.00	10/1/2013
P-91-007-09	IL 47 from US 14 to Charles Road <i>Phase I Sub to Strand Associates</i>	\$404,000.00	\$160,000.00	6/1/2013
P-91-388-10	US Route 45 (from IL 132 to IL 173) <i>Phase I</i>	\$1,468,330.00	\$27,000.00	8/1/2015
P-91-003-11	<i>Phase I Studies Various</i>	\$2,400,000.00	\$611,000.00	2/1/2014
P-91-597-10	I-290 West of US 12/20/45 to East IL 50 <i>Sub to Parsons Brinckerhoff</i>	\$690,091.00	\$236,338.00	12/1/2014
P-91-762-10	I-55 from I-355 to I-94 <i>Sub to Stantec</i>	\$761,056.00	\$283,000.00	6/1/2014
P-94-013-04	Two Structures on CH-9 over I-74 <i>Sub to EFK Moen</i>	\$10,000.00	\$0.00	6/1/2015
C-93-085-11	IL 47 North of US 34 to IL 71 Phase III	\$1,997,059.00	\$537,612.00	4/1/2014
D-91-412-12	Project Management for Phase I, II and or III Projects	\$5,000,000.00	\$952,395.00	10/1/2014

D-91-434-12	Phase II Various Traffic Signal Projects <i>Sub to SE3</i>	100,000 In open work orders	\$13,000.00	12/1/2013
C-91-175-13	Construction Inspection I-90 at Cumberland	\$2,099,589.00	\$385,319.00	11/1/2014
D-91-011-14	Illinois 47 From US 14 to South of I 176 Phase II <i>Sub to Strand Associates</i>	450,000 Still in negotiation	450,000 Still in negotiation	Unknown
D-91-467-14	FAU 2857 Wood St from North of Little Calumet River to South of US6 <i>Sub to infrastructure</i>	300,000 Still in negotiation	300,000 Still in negotiation	Unknown
P-91-119-14	Various Phase I Contracts	\$1,200,000.00	\$745,000.00	2/1/2019
D-60-031-15	Various Scat Projects	\$400,000.00	\$400,000.00	3/1/2017
City of Chicago	Various Contacts	\$14,000,000.00	\$609,000.00	Various
All other Work Public & Private	Various Contracts	\$38,285,580.00	\$10,092,826.00	Various

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 20%;"></td> <td style="width: 5%;"></td> <td style="border-bottom: 1px solid black; width: 45%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: center;">\$</td> <td style="border-bottom: 1px solid black; text-align: center;">-</td> </tr> </table>	Direct Labor				Direct Costs				Services by Others				Additional Services **				Total this Subconsultant (ULC)		\$	-
Direct Labor																					
Direct Costs																					
Services by Others																					
Additional Services **																					
Total this Subconsultant (ULC)		\$	-																		

6	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 20%;"></td> <td style="width: 5%;"></td> <td style="border-bottom: 1px solid black; width: 45%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: center;">\$</td> <td style="border-bottom: 1px solid black; text-align: center;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: center;">\$</td> <td style="border-bottom: 1px solid black; text-align: center;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: center;">\$</td> <td style="border-bottom: 1px solid black; text-align: center;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: center;">\$</td> <td style="border-bottom: 1px solid black; text-align: center;">-</td> </tr> </table>	Direct Labor				Direct Costs		\$	-	Services by Others		\$	-	Additional Services **		\$	-	Total this Subconsultant (ULC)		\$	-
Direct Labor																					
Direct Costs		\$	-																		
Services by Others		\$	-																		
Additional Services **		\$	-																		
Total this Subconsultant (ULC)		\$	-																		

2	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 20%;"></td> <td style="width: 5%;"></td> <td style="border-bottom: 1px solid black; width: 45%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: center;">\$</td> <td style="border-bottom: 1px solid black; text-align: center;">-</td> </tr> </table>	Direct Labor				Direct Costs				Services by Others				Additional Services **				Total this Subconsultant (ULC)		\$	-
Direct Labor																					
Direct Costs																					
Services by Others																					
Additional Services **																					
Total this Subconsultant (ULC)		\$	-																		

7	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 20%;"></td> <td style="width: 5%;"></td> <td style="border-bottom: 1px solid black; width: 45%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: center;">\$</td> <td style="border-bottom: 1px solid black; text-align: center;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: center;">\$</td> <td style="border-bottom: 1px solid black; text-align: center;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: center;">\$</td> <td style="border-bottom: 1px solid black; text-align: center;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: center;">\$</td> <td style="border-bottom: 1px solid black; text-align: center;">-</td> </tr> </table>	Direct Labor				Direct Costs		\$	-	Services by Others		\$	-	Additional Services **		\$	-	Total this Subconsultant (ULC)		\$	-
Direct Labor																					
Direct Costs		\$	-																		
Services by Others		\$	-																		
Additional Services **		\$	-																		
Total this Subconsultant (ULC)		\$	-																		

3	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 20%;"></td> <td style="width: 5%;"></td> <td style="border-bottom: 1px solid black; width: 45%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: center;">\$</td> <td style="border-bottom: 1px solid black; text-align: center;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: center;">\$</td> <td style="border-bottom: 1px solid black; text-align: center;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: center;">\$</td> <td style="border-bottom: 1px solid black; text-align: center;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: center;">\$</td> <td style="border-bottom: 1px solid black; text-align: center;">-</td> </tr> </table>	Direct Labor				Direct Costs		\$	-	Services by Others		\$	-	Additional Services **		\$	-	Total this Subconsultant (ULC)		\$	-
Direct Labor																					
Direct Costs		\$	-																		
Services by Others		\$	-																		
Additional Services **		\$	-																		
Total this Subconsultant (ULC)		\$	-																		

8	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 20%;"></td> <td style="width: 5%;"></td> <td style="border-bottom: 1px solid black; width: 45%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: center;">\$</td> <td style="border-bottom: 1px solid black; text-align: center;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: center;">\$</td> <td style="border-bottom: 1px solid black; text-align: center;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: center;">\$</td> <td style="border-bottom: 1px solid black; text-align: center;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: center;">\$</td> <td style="border-bottom: 1px solid black; text-align: center;">-</td> </tr> </table>	Direct Labor				Direct Costs		\$	-	Services by Others		\$	-	Additional Services **		\$	-	Total this Subconsultant (ULC)		\$	-
Direct Labor																					
Direct Costs		\$	-																		
Services by Others		\$	-																		
Additional Services **		\$	-																		
Total this Subconsultant (ULC)		\$	-																		

4	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 20%;"></td> <td style="width: 5%;"></td> <td style="border-bottom: 1px solid black; width: 45%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: center;">\$</td> <td style="border-bottom: 1px solid black; text-align: center;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: center;">\$</td> <td style="border-bottom: 1px solid black; text-align: center;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: center;">\$</td> <td style="border-bottom: 1px solid black; text-align: center;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: center;">\$</td> <td style="border-bottom: 1px solid black; text-align: center;">-</td> </tr> </table>	Direct Labor				Direct Costs		\$	-	Services by Others		\$	-	Additional Services **		\$	-	Total this Subconsultant (ULC)		\$	-
Direct Labor																					
Direct Costs		\$	-																		
Services by Others		\$	-																		
Additional Services **		\$	-																		
Total this Subconsultant (ULC)		\$	-																		

9	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 20%;"></td> <td style="width: 5%;"></td> <td style="border-bottom: 1px solid black; width: 45%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: center;">\$</td> <td style="border-bottom: 1px solid black; text-align: center;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: center;">\$</td> <td style="border-bottom: 1px solid black; text-align: center;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: center;">\$</td> <td style="border-bottom: 1px solid black; text-align: center;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: center;">\$</td> <td style="border-bottom: 1px solid black; text-align: center;">-</td> </tr> </table>	Direct Labor				Direct Costs		\$	-	Services by Others		\$	-	Additional Services **		\$	-	Total this Subconsultant (ULC)		\$	-
Direct Labor																					
Direct Costs		\$	-																		
Services by Others		\$	-																		
Additional Services **		\$	-																		
Total this Subconsultant (ULC)		\$	-																		

5	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 20%;"></td> <td style="width: 5%;"></td> <td style="border-bottom: 1px solid black; width: 45%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: center;">\$</td> <td style="border-bottom: 1px solid black; text-align: center;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: center;">\$</td> <td style="border-bottom: 1px solid black; text-align: center;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: center;">\$</td> <td style="border-bottom: 1px solid black; text-align: center;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: center;">\$</td> <td style="border-bottom: 1px solid black; text-align: center;">-</td> </tr> </table>	Direct Labor				Direct Costs		\$	-	Services by Others		\$	-	Additional Services **		\$	-	Total this Subconsultant (ULC)		\$	-
Direct Labor																					
Direct Costs		\$	-																		
Services by Others		\$	-																		
Additional Services **		\$	-																		
Total this Subconsultant (ULC)		\$	-																		

10	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 20%;"></td> <td style="width: 5%;"></td> <td style="border-bottom: 1px solid black; width: 45%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: center;">\$</td> <td style="border-bottom: 1px solid black; text-align: center;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: center;">\$</td> <td style="border-bottom: 1px solid black; text-align: center;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: center;">\$</td> <td style="border-bottom: 1px solid black; text-align: center;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: center;">\$</td> <td style="border-bottom: 1px solid black; text-align: center;">-</td> </tr> </table>	Direct Labor				Direct Costs		\$	-	Services by Others		\$	-	Additional Services **		\$	-	Total this Subconsultant (ULC)		\$	-
Direct Labor																					
Direct Costs		\$	-																		
Services by Others		\$	-																		
Additional Services **		\$	-																		
Total this Subconsultant (ULC)		\$	-																		

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: EFK Moen, LLC

Contract Number: RR-14-4222

Proposal Date: 7/6/2015

Exhibit Pointers Editable cells in each exhibit are underlined in red
Notes and guidance for each exhibit are on the right of the exhibits in yellow text boxes
A full set of instructions to complete the exhibits is available on the Tollway's website

Contract Number: RR-14-4222

Consultant: EFK Moen, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2015												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		Grand Total Exhibit A Hours
Master Plan									18	60	60	60	60	198
Concept Plans (30%) Phase II Plans														
Meetings, Coordination, General Activities									8	8	8	8	8	32
QA/QC									4	4	2	2	2	12
Admin/Management														
TOTALS									30	72	70	70	242	

Contract Number: RR-14-4222 Consultant: EFK Moen, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2016												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Master Plan	80	80	80	80	89	80	80							569
Concept Plans (30%)					23	25	25	25	25	25				148
Phase II Plans											30	42		72
Meetings, Coordination, General Activities	8	8		8			8			8				40
QA/QC						20				10				30
Admin/Management	3	3	3	3	2	2	2	2	2	3	3	3		31
TOTALS	91	91	83	91	114	107	135	27	27	46	33	45		890

Contract Number: RR-14-4222 Consultant: EFK Moen, 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				
Master Plan																
Concept Plans (30%)																
Phase II Plans	60	60	64	60	60	60	60	60	60	60	60	60	60	30		694
Meetings, Coordination, General Activities	8	2		8			8		6	4						36
QA/QC									8						10	18
Admin/Management	3	3	3	3	3	3	3	3	2	2	2	2				30
TOTALS	71	65	67	71	63	63	71	63	76	66	72	30				778

Contract No.: RR-14-4222 Consultant: EFK Moen, LLC

Date: 7/6/2015

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 28 No. OF MONTHS
SCHEDULED START DATE: 9/1/2015
RAISE DATE: 6/1/2016
PERCENT OF RAISE: 3%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date	Date
9/1/2015	5/31/2016	6/1/2016	5/31/2017	6/1/2017	12/31/2017	-
9.0	12.0	7.0	28.0	28.0	28.0	28.0
32.14%	44.14%	26.52%	Escalation Factor Fifth Period			
Factor First Period						
Escalation Factor Second Period						
Escalation Factor Third Period						
Escalation Factor Fourth Period						

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date	Date
-	-	-	-	-	-	-
28.0	28.0	28.0	28.0	28.0	28.0	28.0
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: 102.81%

Contract No.: RR-14-4222

Consultant: EFK Moen, LLC

Date: 7/6/2015

Escalation Factor: 102.81%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES							<u>DIRECT COST</u> <u>OVERTIME PREMIUM</u>	
						Total Estimated Work Hours: <u>1,910.00</u>	Total Estimated O/T Hours: _____	
						Average Hourly Rate: <u>\$42.50</u>	Average Premium O/T Hourly Rate: _____	
						Total Direct Labor <u>\$81,175.00</u>	Total Overtime Premium: _____	
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	205.00		
No	Project Manager	\$40.00	\$70.00	\$64.00	\$65.80	395.00		
No	Senior Engineer/Planner	\$40.00	\$70.00	\$50.00	\$51.40	232.00		
No	Resident Engineer	\$40.00	\$70.00					
No	Project Engineer/Planner	\$25.00	\$60.00	\$33.00	\$33.93	344.00		
No	Staff Engineer/Planner	\$20.00	\$40.00					
No	Engineer /Accountant	\$20.00	\$60.00					
No	Senior Technical Specialist	\$25.00	\$60.00	\$34.00	\$34.95	206.00		
No	Technical Specialist	\$15.00	\$50.00	\$19.00	\$19.53	247.00		
No	Architect	\$30.00	\$70.00					
No	Realty Specialists	\$20.00	\$70.00					
No	Intern	\$8.25	\$20.00	\$16.00	\$16.45	200.00		
No	Admin/Clerical	\$8.25	\$40.00	\$23.00	\$23.65	81.00		

Contract No.: RR-14-4222

Consultant: EFK Moen, LLC

Date: 7/6/2015

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	Project Principal	Linda Moen	\$50 - \$70
		PJ Kronlage	
Project Manager	Project Manager	Joe Havel	\$40 - \$70
		Shelley Dintelman	
		Chris Linneman	
		Bob Orange	
		Ron Dal Ponte	
		Chris Ferrante	
Senior Engineer/Planner	Senior Project Engineer	Joanna Dardeen	\$40 - \$70
	Senior Structural Engineer	Chris Williams	
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Project Engineer	Mark Huebbe	\$25 - \$60
		John Huebbe	
		Brian Gettinger	
		Steve Furrow	
		Chris Chastain	
		Lori Swank	
		Maria King	
Staff Engineer/Planner			\$20 - \$40
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist	Senior Design Technician	Jennifer Archibald	\$25 - \$60
		Mike Kirchner	
		Dennis Brown	
		Andy Beck	
		Fazlollah Mozaffari	
		Surveyor	
		Paul Schaeffer	
Technical Specialist	Design Technician	Darren Welch	\$15 - \$50
		Amanda Knabach	

Contract No.: RR-14-4222

Consultant: EFK Moen, LLC

Date: 7/6/2015

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
	Surveyor	Matt Wiley	
		Lee Wiley	
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern	Intern	Bianca Smith	\$8.25 - \$20
Admin/Clerical	Administrative	Jennifer Roeder	\$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.asp>

- B. **ALLOWABLE DIRECT COSTS - based on link below**
http://www.illinoistollway.com/documents/10157/36206/LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_08012008.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

Taxi	_____
Printing	_____

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 750.00

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

Cell Phones	Unallowable
Radio Communication	Actual Cost
2-way Radio	Actual Cost

Vehicles (Only for Vehicles assigned to project)

Rental (Daily Rate Only) - Including Tolls	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day

The number of days will be calculated as follows:

For extended stay**- Number of days on job site plus one

Day to travel to and from job site

Weekly (hotel) – Number of days on job site plus one day to

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CSE Manual allowance.

Contract No.: RR-14-4222

Consultant: EFK Moen, LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: PJ Kronlage

Project Manager: Joe Havel

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____



EFK♦Moen, LLC
Civil Engineering Design

Paul (PJ) Kronlage, PE
Vice President

EFK♦Moen, LLC

Civil Engineering Design

Joe Havel, PE
Vice President

EXHIBIT F

**CONTRACT RR-14-4222
TRI-STATE TOLLWAY (INTERSTATE 294)**

EFK Moen, LLC

SCOPE OF SERVICES FOR

**PROJECT MASTER PLAN AND PHASE II DESIGN SERVICES FOR
BRIDGE REHABILITATION/RECONSTRUCTION OF THE
BURLINGTON NORTHERN SANTA FE (BNSF) RAILROAD (M.P. 26.6)**

**COOK COUNTY, ILLINOIS
LYONS TOWNSHIP**

This contract includes the preparation of Project Master Plan and Phase II design services for the proposed rehabilitation/reconstruction of the BNSF Railroad Bridge (BN 261) over the Tri-State Tollway for the Illinois State Toll Highway Authority (Tollway), and analysis of *existing* mainline elements that will remain in an "interim" condition after the bridge work is complete and prior to the future mainline reconstruction and/or widening. The Master Plan shall be performed in collaboration with the crossing Master Plan DSE (Contract RR-14-4223).

The scope of services to be completed by EFK Moen, LLC, consist of assisting in the preparation of a Project Master Plan for the items listed under **Section I "Project Master Plan"** which includes **Task 1: Data Collection and Review; Task 6: Alternatives Development and Evaluation; Task 15: Maintenance of Traffic Study; Task 19: Project Implementation Schedule / Constructability Review; and Task 22 (d,q): Concept Design for Maintenance of Traffic and Landscaping Plans.**

In addition, the scope of services to be completed by EFK Moen, LLC consists of developing and or assisting in the preparation of Phase II design services for the items listed under **Section II "Phase II Engineering"**, which include **Task 23.2 (q, r, dd, ff): Summary of Quantity Sheets, Schedule of Quantities Sheets, Erosion & Sediment Control Plans and Landscaping Plans; Task 24: Contract Requirements; Task 26: Constructability Review; Task 28: Quantity Computations (C-1's); and Task 29: Review Comment Dispositions.**

In addition, the scope of services to be completed by ABNA of Illinois, Inc. consists of services for the items listed under **Section III "General Project Activities"**, which includes **Task 32: Meetings & Field Checks; Task 34: Bid Support; Task 36: Quality Assurance/Quality Control; and Task 37: Administration/Management.**

The following scope of services includes detailed descriptions of the Tasks outlined above.

I. PROJECT MASTER PLAN

The detailed scope of services and various tasks are described below:

1. Data Collection & Review

Upon authorization to proceed, the DSE will initiate a comprehensive program to obtain the available data related to the project study limits. We will review the Tollway improvement records and will obtain the available record drawings and other studies and reports that have been prepared for the project area. The data collection will be extended to organizations other than Illinois State Toll Highway Authority (ISTHA) such as the BNSF Railroad, Metra, Cook County, adjacent Townships, adjacent municipalities, and the Illinois Department of Transportation (IDOT) as required. The data collection efforts will include the following:

- a. Review Tollway's improvement records; obtain the as-built drawings of the roadways, bridges, culverts and other related drawings from Tollway through I-Plans and/or Virtual Tollway.

6. Alternatives Development and Evaluation

It is assumed that crossing Master Plan DSE will establish the Design Criteria for the Tollway segment. The design criteria will be utilized as basis for the preparation of the Project Master Plan study and evaluations. In addition, the Typical Cross Section associated with the proposed mainline project corridor will be developed by the Design Corridor Manager (DCM) and/or crossing Master Plan DSE and approved by the Tollway. The typical sections will identify pavement reconstruction or resurfacing areas, median type and width, number and width of lanes, shoulder widths, right-of-way width, and roadside design parameters.

Concept Alternatives Development and Evaluation

A total of 4 mainline alternative Cross Sections will be included in this study, with two primary sections consisting of the ultimate mainline configuration (Lane 0 and Lane 5) and a mainline configuration which is an absolute minimum the Tollway desires. The secondary mainline cross section configurations include reconstruction of existing mainline in place and a hybrid section including a combination of Lane 0 or Lane 5 improvements. The study for the latter two mainline sections will include a high level analysis and will require less effort of analysis than the former two mainline cross sections. The Study will be performed based on the identified Design Criteria, the provided Typical Cross Sections noted above, the mainline profile provided by the crossing Master Plan DSE, and the Corridor Traffic Analysis. The railroad horizontal and vertical alignment will require multiple alternatives and includes the analysis for wider track centers which may be required by the railroad, as the existing track centers are at the minimum desired by the railroad. In addition, the temporary track alignment and cross overs will be evaluated resulting from the various stages of construction. EFK Moen, LLC will assist with the Constructability Review and Cost Comparisons for the various alternatives.

15. Maintenance of Traffic Study

The DSE will evaluate the mainline Maintenance of Traffic (MOT) concepts for the anticipated reconstruction of the BNSF RR Bridge under existing mainline conditions.

It is anticipated that a total of four construction stages will be required to replace the BNSF RR Bridge. In addition, the pier replacement and abutment construction cannot occur simultaneously since this will cause greater disruption to Tollway traffic due to the existing substandard shoulder

widths. It is anticipated that two mainline MOT stages will be required for each bridge construction stage, resulting in a total of eight mainline of traffic stages. Additional MOT details will be developed as necessary for short term lane closures as necessary. In addition, unconventional methods such as the use of movable concrete barrier will be investigated due to the substandard existing shoulder widths.

In addition, MOT concepts for the future mainline reconstruction and widening will be developed by the crossing Master Plan DSE or DCM. The alternatives will be evaluated to identify critical MOT issues assuming the construction of the mainline will occur over two construction seasons and after the replacement of the BNSF RR Bridge, and will be coordinated with the DCM and/or crossing Master Plan DSE.

A preferred alternate MOT concept plan will be investigated, and the advantages and disadvantages will be evaluated to confirm the adequacy of the preferred alternative.

A Maintenance of Traffic technical memorandum will be prepared for this project, as well as the Work Zone Speed Limit Flow Chart.

MOT alternatives will be documented in the Master Plan Report.

19. Project Implementation Schedule / Constructability Review

The DSE will perform a general constructability review of the preferred alternate to ensure the sequencing of construction tasks and techniques proposed will result in an economical and efficient design, and one which is constructible and avoids conflicts with all aspects of the work. The review will emphasize key corridor constraints, the latest design and construction procedures, best practices, and work zone safety. A more detailed constructability review will be also performed during phase II plan preparation.

22. Conceptual Design Plans (Approximately 30% Completion Level)

Conceptual Design is the initial design stage of a capital project. The Scope of Work first developed in the pre-design phase as part of the Staff Summary Sheet or the Project Master Plan serves as the basis for the project design. This design phase includes all of the activities necessary to produce a conceptual design.

During this phase of design, the DSE prepares concept design studies of the preferred design alternative consisting of engineering drawings, a project description, and calculations required to summarize the character of the project in accordance with the contract scope of work. The concept documents are sufficient for review with the appropriate authorities and for initiating public consultation, as required. The submittal shall identify which components, including utilities, or construction disciplines are interdependent.

Design plans will be completed to approximately 30% completion level. These plans will be developed for the railroad elements and the "interim" mainline elements. In addition, plans development required for permitting will be developed for railroad and mainline elements as necessary. However, it is assumed that the crossing Master Plan DSE will develop the concept plans for the future mainline reconstruction and widening elements. Specific work tasks associated with plan advancement of the preferred alternative includes the following:

- d. Maintenance of Traffic: These drawings will include suggested stages of construction, typical sections for future and interim condition, and MOT plan views at 1"=50' scale for the future mainline condition.
- q. Landscaping Plans: Plan drawings will be provided and will be prepared at a scale of 1"=50'. Restoration details along the BNSF RR will be provided as necessary. Landscaping Plans for the "interim" condition along the mainline will also be provided, and the future mainline plans will be developed by the crossing Master Plan DSE.

II. PHASE II ENGINEERING

Burlington Northern Santa Fe (BNSF) Railroad Bridge Reconstruction (M.P. 26.6)

This work involves the reconstruction of the BNSF Railroad Bridge over I-294. It is anticipated that the work will be performed in two separate Construction Contracts; an advance work contract which will include prefabrication of bridge components; and the second will include the plans required for the BNSF Bridge Reconstruction. The detailed scope of services and various tasks are described below:

23. Plan Sheets - Develop Contract Documents in accordance with the Tollway Design Section Engineer's Manual (March, 2015), 2012 Standard Specification and the Tollway Supplemental Specifications and Criteria and shall consists of the following:

1. Advance Prefabrication Contract:

No scope of work included.

2. BNSF RR Bridge Reconstruction Contract:

q. Summary of Quantity Sheets – Assistance with quantity computation/development will be provided for those pay items associated with the scope of work.

r. Schedule of Quantities Sheets - The schedules will indicate the location of the item by station and quantity at each location. Assistance with quantity development will be provided for those pay items associated with the scope of work.

dd. Erosion & Sediment Control Plans – Erosion control plans and details will be included. Plan views will consist of two views per sheet and prepared at a scale of 1"=50'. Plans along the BNSF RR will also be provided.

ff. Landscaping Plans – Plan drawings will be provided and will be prepared at a scale of 1"=50'. In addition schedule and detail drawings will be provided. Restoration details along the BNSF RR will be provided as necessary.

24. Special Provisions – Special provisions will be necessary to provide descriptions of work that are not covered by the Standard Specifications. Also included in this item is review and inclusion of applicable Tollway and IDOT Recurring, BDE, Guide Bridge or IDOT District Special Provisions.

26. Constructability Review- The DSE will perform a constructability review to ensure a set of plans that are 'buildable' and mitigate issues that may cause conflicts/delays during construction. The plans will review sequence of work, potential interference with various disciplines, ensure proper permits and ROW parcels are identified, Special Provisions and Environmental items are accounted for in the design.

28. Quantity Book Takeoffs – Detailed breakdowns will be provided for every pay item and consolidated for use during construction. This deliverable will only be provided at the PS&E Submittal.

29. Disposition to Comments – A disposition to comments log including reviewer comments and DSE response will be provided for each milestone submittal review.

III. GENERAL PROJECT ACTIVITIES

32. Meetings and Field Checks

b. DSE Coordination Meetings: The DSE will participate in monthly coordination meetings to coordinate existing work activities, discuss future tasks, and ensure the project schedule is being maintained. Meeting minutes will be prepared and distributed to project staff.

c. Internal Meetings: DSE project staff meetings are anticipated to be held on a bi-monthly basis to coordinate existing work activities and discuss future tasks. Meeting minutes will be prepared and distributed to project staff.

d. Tollway Coordination Meetings: Meeting with the Tollway to coordinate or discuss ongoing issues and various tasks. Meeting minutes will be prepared and distributed to project staff.

g. Field Visits: DSE will perform field visits as necessary to verify existing plan data or, obtain additional data required.

34. Bid Support

a. Pre-Bid Meeting: The DSE will prepare written responses and/or clarifications to bidders inquiries that may arise at the per-bid meeting.

b. Addendums: The DSE will prepare addendum documents as necessary.

36. Quality Assurance/Quality Control

Overall Project Administration and QA/QC as part of the Master Plan development will include the following tasks:

d. Quality Control\ Quality Assurance: A quality control review will be performed for each milestone submittal of all studies, reports, plans and calculations for format, compliance with Tollway standards, coordination between disciplines, clarity and completeness, and assurance that technical reviews have been completed and documented. Senior DSE staff will be involved in comprehensive reviews of documents and procedures.

37. Administration/Management

a. Progress Narratives/Invoices: The DSE will prepare monthly progress narratives describing activities during the preceding month, plans for the next month, problems encountered, actions required by the Tollway and overall status of the project. Prepare monthly invoices for services rendered during the preceding month including cover letter, progress reports and invoices, and personnel summary.

EXHIBIT G
RR-14-
CONTRACT 4222

EFK Moen, 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
14003.00	Michael Baker Jr., Inc: High Speed Rail-Alton to Stl 166-021	\$572,106.00	\$397,249.41	6/2018
14005.00	Bowman Consulting: ISTHA Bowman EW Connector	\$391,396.54	\$372,975.01	4/2018
14055.00	St. Clair County: Tudor-Piggott Feasibility Study	\$315,547.24	\$315,547.24	5/2016
14043.00	CH2M Hill, Inc: CH2M Hill IL 3 Connector	\$296,726.79	\$294,501.85	4/2016
13025.00	Horner & Shifrin: I-66 Phase I CSS	\$352,655.00	\$256,556.33	12/2015
12035.00	CMT: I-90 Tollway CMT	\$1,305,433.80	\$173,518.85	7/2015
15009.00	T.Y. Lin International Great Lakes: PTB 169-028 TYLin-Hanson McClugage Bridge	\$154,612.00	\$154,612.00	6/2016
01504.06	CH2M Hill, Inc: CH2M - District 6&7 Guardrail WO#6	\$139,431.54	\$139,431.54	7/2015
08058.00	AMEC: AMEC-PSD 2008 IDIQ	\$250,000.00	\$111,170.32	8/2016
14022.00	Transystems: Transystems I-44 Bridge	\$88,254.77	\$79,503.43	12/2015
11055.00	CMT: IDOT PTB 157 Item 038 US67	\$76,567.00	\$76,567.00	4/2016
12047.03	IDOT Dist 6 - IDOT D6 WO#3 Nokomis Rd Culvert Replacement	\$110,639.72	\$72,982.10	8/2016
13007.10	City of Ladue: Price Road Construction Admin	\$72,841.45	\$72,841.45	8/2016
14047.00	City of Mascoutah: Mascoutah Main Street Phase 1	\$92,915.40	\$72,803.79	7/2015
14017.00	CMT: IDOT D6 Quincy Bridge	\$112,060.00	\$72,208.12	9/2015
13015.04	IDOT Dist 1 - WO #4 Dixie Hwy over Ditch	\$69,824.49	\$69,824.49	10/2015

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$

 -

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

 -

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

 -

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1			
	Direct Labor	_____	
	Direct Costs	_____	
	Services by Others	_____	
	Additional Services **	_____	
	Total this Subconsultant (ULC)	\$ _____	-
2			
	Direct Labor	_____	
	Direct Costs	_____	
	Services by Others	_____	
	Additional Services **	_____	
	Total this Subconsultant (ULC)	\$ _____	-
3			
	Direct Labor	\$ _____	-
	Direct Costs	\$ _____	-
	Services by Others	\$ _____	-
	Additional Services **	\$ _____	-
	Total this Subconsultant (ULC)	\$ _____	-
4			
	Direct Labor	\$ _____	-
	Direct Costs	\$ _____	-
	Services by Others	\$ _____	-
	Additional Services **	\$ _____	-
	Total this Subconsultant (ULC)	\$ _____	-
5			
	Direct Labor	\$ _____	-
	Direct Costs	\$ _____	-
	Services by Others	\$ _____	-
	Additional Services **	\$ _____	-
	Total this Subconsultant (ULC)	\$ _____	-

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Frega Associates, Ltd.

Contract Number: RR-14-4222

Proposal Date: 7/6/2015

Exhibit Pointers Editable cells in each exhibit are underlined in red
Notes and guidance for each exhibit are on the right of the exhibits in yellow text boxes
A full set of instructions to complete the exhibits is available on the Tollway's website

Contract Number: RR-14-4222

Consultant: Frega Associates, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2015												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Master Plan									16		2		20
Concept Plans (30%)													
Phase II Plans													
Meetings, Coordination, General Activities								4	2	2			8
QA/QC													
Admin/Management								2	1			1	4
TOTALS								6	19	4	3		32

Contract Number: RR-14-4222

Consultant: Frega Associates, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2016												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Master Plan	4	2	4	2	4	2	2	1								21
Concept Plans (30%)								48								48
Phase II Plans														24		48
Meetings, Coordination, General Activities							2	2	4							10
QA/QC						2	2			2						6
Admin/Management				1		1		2		1						7
TOTALS	4	3	4	3	4	5	6	53	4	3	26	25				140

Contract Number: RR-14-4222 Consultant: Frega Associates, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Master Plan															
Concept Plans (30%)															
Phase II Plans	24	24	24	24	24	24	24	24	20	20	18	12			262
Meetings, Coordination, General Activities			2			4		2	2	2	4				16
QA/QC				2			2	2			2				6
Admin/Management		1		1		1	1			2	2				8
TOTALS	24	25	26	27	24	29	24	29	22	24	26	12			292

Contract No.: RR-14-4222 Consultant: Frega Associates, Ltd.

Date: 7/6/2015

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 28 No. OF MONTHS
 SCHEDULED START DATE: 9/1/2015
 RAISE DATE: 3/1/2016
 PERCENT OF RAISE: 3%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date	Date
9/1/2015 - 2/29/2016	3/1/2016 - 2/28/2017	3/1/2017 - 12/31/2017				
6.0	12.0	10.0				
28.0	28.0	28.0				28.0
21.43%	44.14%	37.89%				
Escalation Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period				Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date	Date
	28.0	28.0	28.0	28.0	28.0	28.0
	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: 103.46%

Contract No.: RR-14-4222

Consultant: Frega Associates, Ltd.

Date: 7/6/2015

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			\$40 - \$70
Senior Engineer/Planner			\$40 - \$70
Resident Engineer			\$40 - \$70
Project Engineer/Planner			\$25 - \$60
Staff Engineer/Planner			\$20 - \$40
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist			\$25 - \$60
Technical Specialist			\$15 - \$50
Architect	Architect I	Rudy N. Cuasay, AIA, ALA	\$30 - \$70
	Architect I	Ronald W. Dithardt, LA	
	Architect I	Paul A. Krutulis, ALA	
	Architect I	Crotan Zakarija, LA	
	Architect I	Raul Alcomendras	
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical	Administrative	Betty Amato	\$8.25 - \$40
	Clerical	Eileen Locke	
	Clerical	Kim Merola	

Contract No.: RR-14-4222 Consultant: Frega Associates, Ltd.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

- B. **ALLOWABLE DIRECT COSTS - based on link below**
http://www.illinoistollway.com/documents/10157/36206/LG_TOLL_WAY_XX_ALLOWABLEDIRECTCOSTS_08012008.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) \$ 250.00

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

Cell Phones	Unallowable
Radio Communication	Actual Cost
2-way Radio	Actual Cost

Vehicles (Only for Vehicles assigned to project)

Rental (Daily Rate Only) - Including Tolls	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day

The number of days will be calculated as follows:

For extended stay**- Number of days on job site plus one

Day to travel to and from job site

Weekly (hotel) – Number of days on job site plus one day to

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CSE Manual allowance.

Contract No.: RR-14-4222

Consultant: Frega Associates, Ltd.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Rudy N. Cuasay, AIA, ALA

Classification: Architect I

Name: Ron Ditthardt, LA

Classification: Architect I

Name: Paul A. Krutulius, ALA

Classification: Architect I

Name: Crotan Zakarija, LA

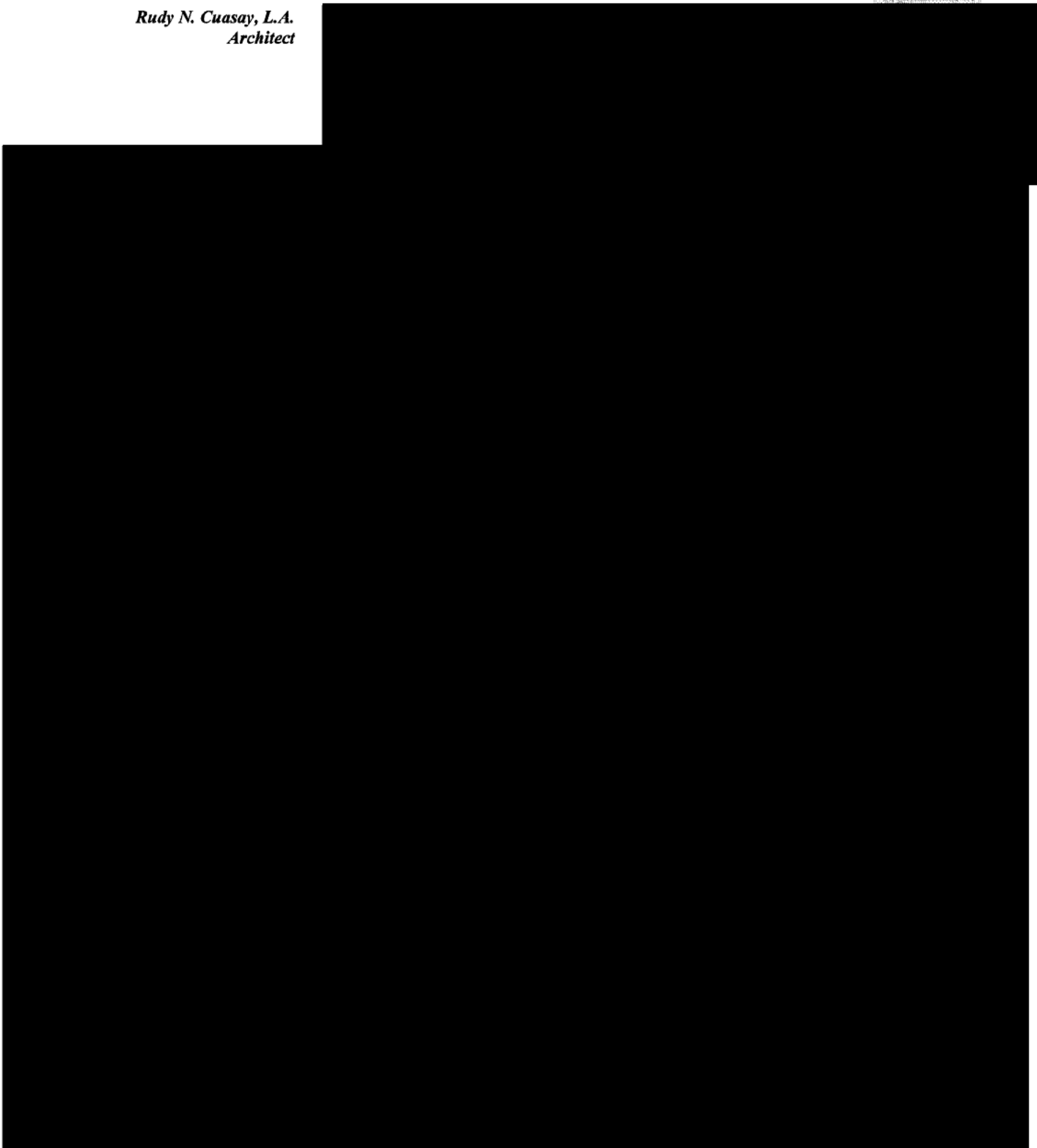
Classification: Architect I

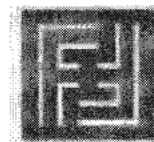
Name: Raul Alcomendras

Classification: Architect I

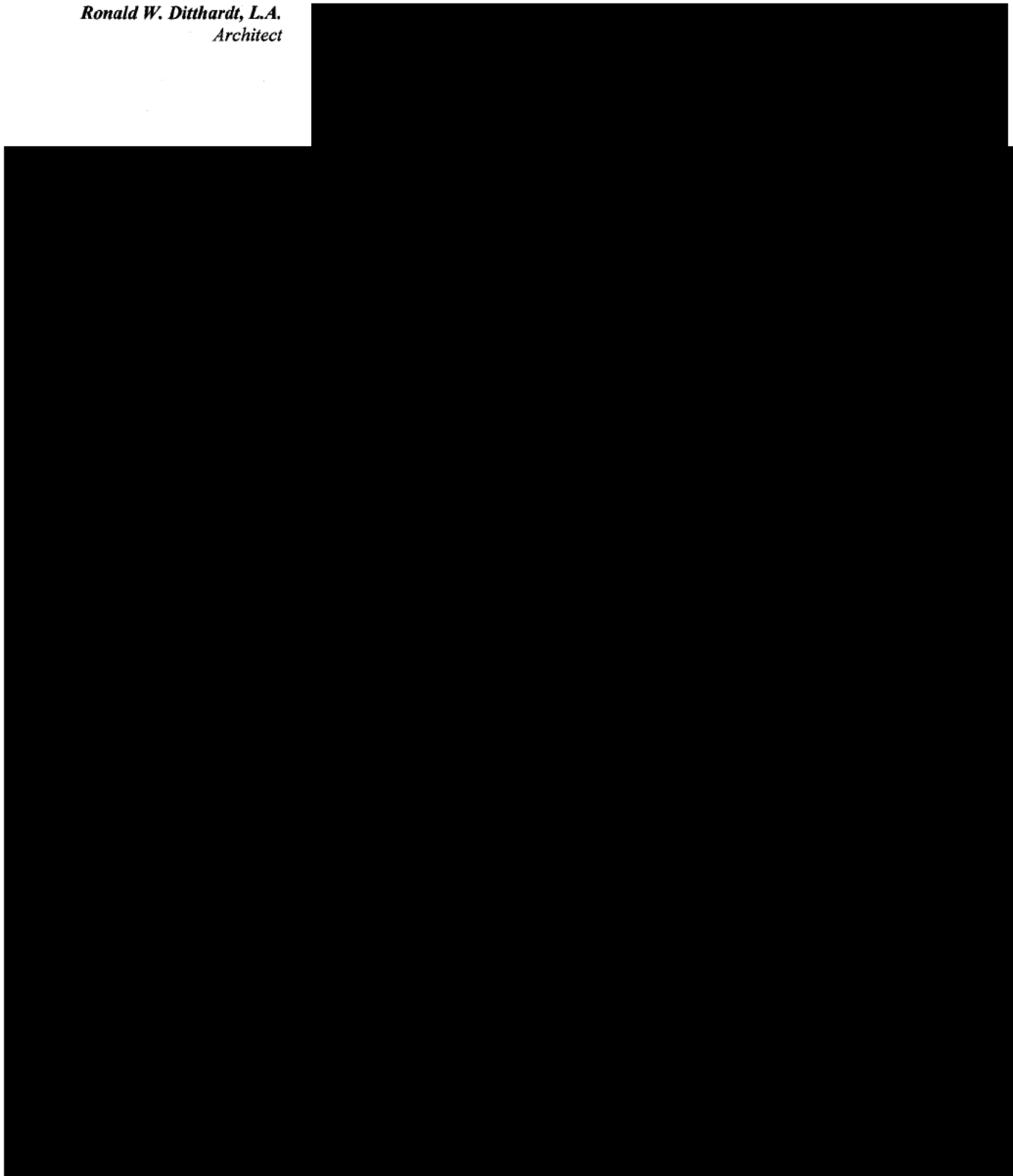


*Rudy N. Cuasay, L.A.
Architect*



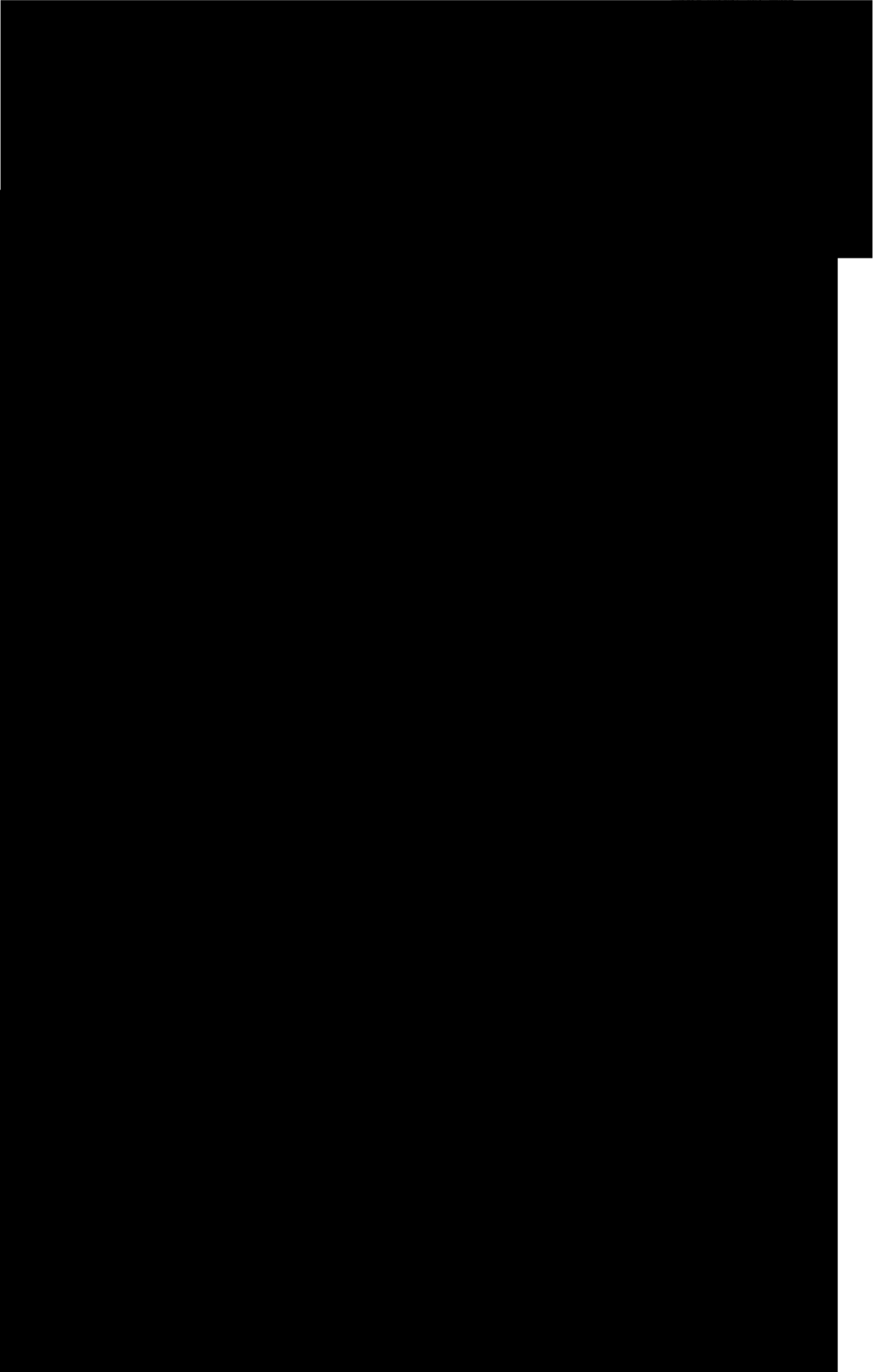


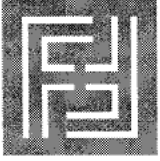
*Ronald W. Ditthardt, L.A.
Architect*



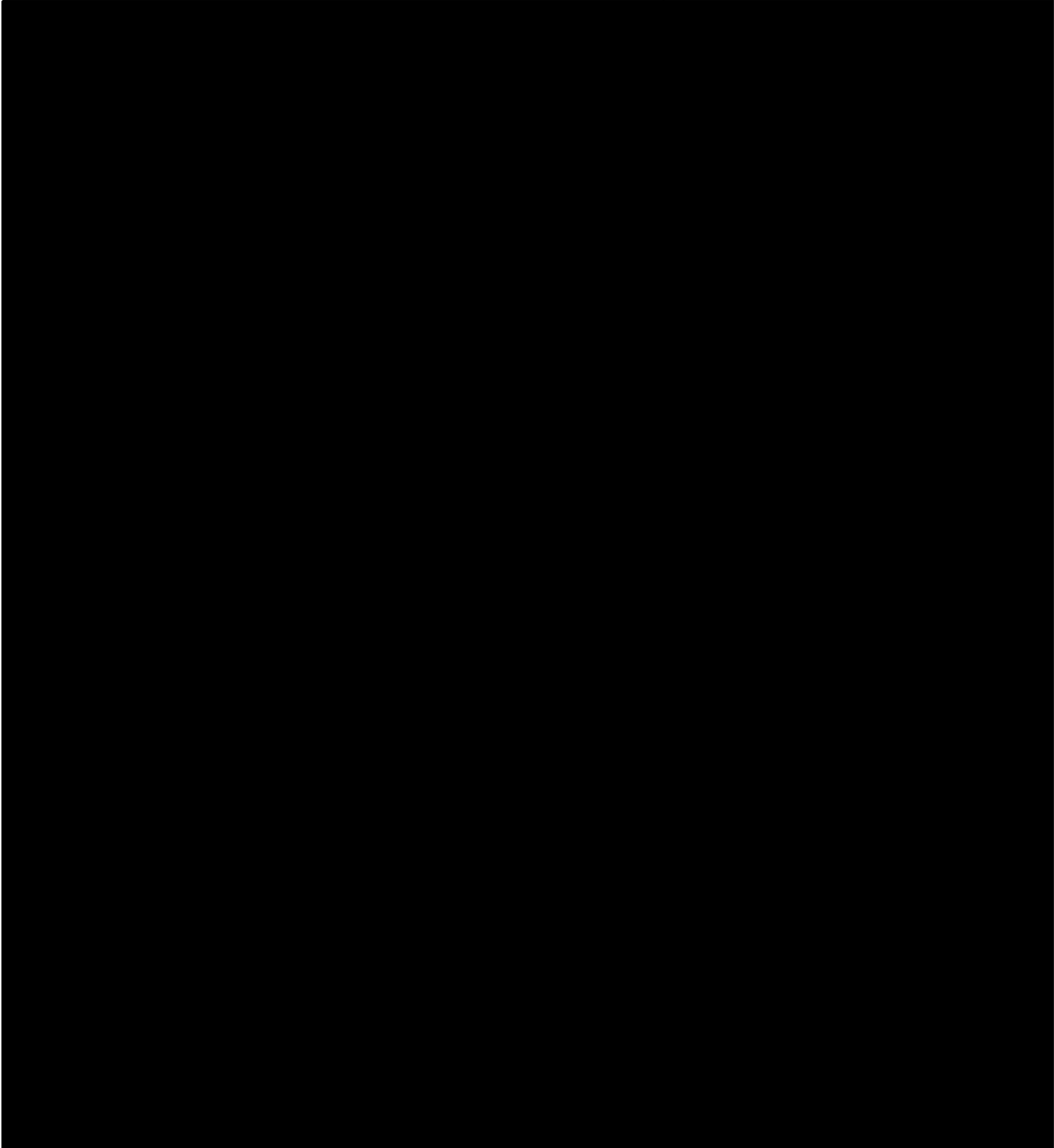


*Paul A. Krutulis, ALA,
ASHE, RSNA
Architect*





**Crotan Zakarija, LA
Architect**





Raul Alcomendras
Technical Supervisor

FREGA ASSOCIATES, LTD.
Architects-Engineers-Planners

EXHIBIT F

**CONTRACT RR-14-4222
TRI-STATE TOLLWAY (INTERSTATE 294)**

Frega Associates, Ltd.

SCOPE OF SERVICES FOR

**PROJECT MASTER PLAN AND PHASE II DESIGN SERVICES FOR
BRIDGE REHABILITATION/RECONSTRUCTION OF THE
BURLINGTON NORTHERN SANTA FE (BNSF) RAILROAD (M.P. 26.6)**

**COOK COUNTY, ILLINOIS
LYONS TOWNSHIP**

This contract includes the preparation of Project Master Plan and Phase II design services for the proposed rehabilitation/reconstruction of the BNSF Railroad Bridge (BN 261) over the Tri-State Tollway for the Illinois State Toll Highway Authority (Tollway), and analysis of *existing* mainline elements that will remain in an "interim" condition after the bridge work is complete and prior to the future mainline reconstruction and/or widening. The Master Plan shall be performed in collaboration with the crossing Master Plan DSE (Contract RR-14-4223).

The scope of services to be completed by Frega Associates, Ltd., consist of assisting in the preparation of a Project Master Plan for the items listed under **Section I "Project Master Plan"** which includes **Task 1 (b, f):** Data Collection and Review; **Task 9:** Roadway Appearance / CSS related to aesthetic treatments, and **Task 22 (0):** Concept Design for Aesthetic Plans and details;

In addition, the scope of services to be completed by Frega Associates, Ltd., consists of developing and or assisting in the preparation of Phase II design services for the items listed under **Section II "Phase II Engineering"**, which includes **Task 23.2.(kk8)** Temporary Metra Platform Modification Plan and Details; **Task 24:** Contract Requirements; and assistance with **Task 27:** Probable Construction Cost Estimates for related items required for PSE development;

In addition, the scope of services to be completed by Frega Associates, Ltd., consists of services for the items listed under **Section III "General Project Activities"**, which includes **Task 32:** Meetings & Field Checks; **Task 34:** Bid Support; **Task 36:** Quality Assurance/Quality Control; and **Task 37:** Administration/Management.

The following scope of services includes detailed descriptions of the Tasks outlined above.

I. PROJECT MASTER PLAN

The detailed scope of services and various tasks are described below:

1. Data Collection & Review

Upon authorization to proceed, the DSE will initiate a comprehensive program to obtain the available data related to the project study limits. We will review the Tollway improvement records and will obtain the available record drawings and other studies and reports that have been prepared for the project area. The data collection will be extended to organizations other than Illinois State Toll Highway Authority (ISTHA) such as the BNSF Railroad, Metra, Cook County, adjacent Townships, adjacent municipalities, and the Illinois Department of Transportation (IDOT) as required. The data collection efforts will include the following:

- b. Review Tollway's improvement records.
- f. Review plans and/or reports of other planned improvements in the vicinity of the project area, as well as other planned improvements within or adjacent to the project corridor by the Tollway, IDOT, Cook County, adjacent Townships, BNSF Railroad, Metra, and adjacent municipalities will be evaluated.

9. Roadway Appearance / CSS

Roadway appearance for the preferred alternate will be studied in accordance with the Tollway Context Sensitive Design policy. Investigate and determine if there are existing streetscape ordinances through local, state or federal jurisdictions. In addition, aesthetic characteristics, treatments and ideal locations where they can be utilized will be analyzed. This project may include treatments to piers, retaining walls, and noise walls which will be located along the railroad property adjacent to parks and residential community.

22. Conceptual Design Plans (Approximately 30% Completion Level)

Conceptual Design is the initial design stage of a capital project. The Scope of Work first developed in the pre-design phase as part of the Staff Summary Sheet or the Project Master Plan serves as the basis for the project design. This design phase includes all of the activities necessary to produce a conceptual design.

During this phase of design, the DSE prepares concept design studies of the preferred design alternative consisting of engineering drawings, a project description, and calculations required to summarize the character of the project in accordance with the contract scope of work. The concept documents are sufficient for review with the appropriate authorities and for initiating public consultation, as required. The submittal shall identify which components, including utilities, or construction disciplines are interdependent.

Design plans will be completed to approximately 30% completion level. These plans will be developed for the railroad elements and the "interim" mainline elements. In addition, plans development required for permitting will be developed for railroad and mainline elements as necessary. However, it is assumed that the crossing Master Plan DSE will develop the concept plans for the future mainline reconstruction and widening elements. Specific work tasks associated with plan advancement of the preferred alternative includes the following:

- o. Aesthetic Details: Architectural treatments/aesthetic details will be developed incorporating stakeholder input/comments.

II. PHASE II ENGINEERING

Burlington Northern Santa Fe (BNSF) Railroad Bridge Reconstruction (M.P. 26.6)

This work involves the reconstruction of the BNSF Railroad Bridge over I-294. It is anticipated that the work will be performed in two separate Construction Contracts; an advance work contract which will include prefabrication of bridge components; and the second will include the plans required for the BNSF Bridge Reconstruction. The detailed scope of services and various tasks are described below:

23. Plan Sheets - Develop Contract Documents in accordance with the Tollway Design Section Engineer's Manual (March, 2015), 2012 Standard Specification and the Tollway Supplemental Specifications and Criteria and shall consists of the following:

1. Advance Prefabrication Contract:

No scope of work anticipated.

2. BNSF RR Bridge Reconstruction Contract:

kk. Railroad Plans

8. Temporary Metra Platform Modification Plans – Plan and details will be provided for temporary Metra station platforms that will be required to be in place prior to the installation of the proposed shoofly.

24. Special Provisions – Special provisions will be necessary to provide descriptions of work that are not covered by the Standard Specifications. Also included in this item is review and inclusion of applicable Tollway and IDOT Recurring, BDE, Guide Bridge or IDOT District Special Provisions.

27. Probable Construction Cost Estimates – Assist with the development of the anticipated cost of construction for each milestone submittal using the pay items and historical unit prices according to the BDE Manual, Tollway and IDOT recent Bid Tabulations from similar projects.

III. GENERAL PROJECT ACTIVITIES

32. Meetings and Field Checks

- b. DSE Coordination Meetings: The DSE will participate in monthly coordination meetings to coordinate existing work activities, discuss future tasks, and ensure the project schedule is being maintained. Meeting minutes will be prepared and distributed to project staff.
- c. Internal Meetings: DSE project staff meetings are anticipated to be held on a bi-monthly basis to coordinate existing work activities and discuss future tasks. Meeting minutes will be prepared and distributed to project staff.
- d. Tollway Coordination Meetings: Meeting with the Tollway to coordinate or discuss ongoing issues and various tasks.
- e. BNSF Railroad and Metra: DSE will meet with railroad representatives to discuss proposed work and coordinate requirements related to the railroads processes and procedures.

- f. Local Agency Meetings: Meeting with local agencies to discuss proposed scope of work or alternatives.
- g. Field Visits: Perform field visits as necessary to verify existing plan data or, obtain additional data required.

34. Bid Support

- b. Addendums: The DSE will assist in preparation of addendum documents as necessary.

36. Quality Assurance/Quality Control

Overall Project Administration and QA/QC as part of the Master Plan development will include the following tasks:

- d. Quality Control\ Quality Assurance: A quality control review will be performed for each milestone submittal of all studies, reports, plans and calculations for format, compliance with Tollway standards, coordination between disciplines, clarity and completeness, and assurance that technical reviews have been completed and documented. Senior DSE staff will be involved in comprehensive reviews of documents and procedures.

37. Administration/Management

- a. Progress Narratives/Invoices: The DSE will prepare monthly progress narratives describing activities during the preceding month, plans for the next month, problems encountered, actions required by the Tollway and overall status of the project. Prepare monthly invoices for services rendered during the preceding month including cover letter, progress reports and invoices, and personnel summary.

EXHIBIT G

Contract No. RR-14-4222

Frega Associates, Ltd.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
PSSU 14088	UIUC – Everitt Laboratory Renovator	\$115,800.00	\$93,375.00	12/1/2015
546-310-008	CDB - DMA Upgrade Mechanical Systems/Renovate Interior and Exterior Crestwood National Guard Armory	\$42,600.00	\$42,600.00	10/1/2015
I-14-4190	ISTHA - I-90 MP 60.8 to MP 65.5	\$285,049.00	\$285,049.00	1/1/2018
RR-014-4222	ISTHA - Tri-State Tollway, Bridge Rehabilitation/ Reconstruction, Burlington Northern Santa Fe (BNSF) Railroad Bridge (MP 26.6)	\$67,458.00	\$67,458.00	1/1/2017
D3501-01	Prairie Trails Library – Addition	\$32,500.00	\$14,814.00	12/1/2015
D3501-01	Stickney Senior Center – Expansion	\$254,348.00	\$4,638.00	4/1/2015
D4708	RUSH University Medical Center Consulting Retainer	T&M	N/A	Undefined

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1	<table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td style="border-bottom: 1px solid black;"></td></tr> <tr><td>Direct Costs</td><td style="border-bottom: 1px solid black;"></td></tr> <tr><td>Services by Others</td><td style="border-bottom: 1px solid black;"></td></tr> <tr><td>Additional Services **</td><td style="border-bottom: 1px solid black;"></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)	\$ -		<table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td style="border-bottom: 1px solid black;"></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)	\$ -	6
Direct Labor																								
Direct Costs																								
Services by Others																								
Additional Services **																								
Total this Subconsultant (ULC)	\$ -																							
Direct Labor																								
Direct Costs	\$ -																							
Services by Others	\$ -																							
Additional Services **	\$ -																							
Total this Subconsultant (ULC)	\$ -																							
2	<table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td style="border-bottom: 1px solid black;"></td></tr> <tr><td>Direct Costs</td><td style="border-bottom: 1px solid black;"></td></tr> <tr><td>Services by Others</td><td style="border-bottom: 1px solid black;"></td></tr> <tr><td>Additional Services **</td><td style="border-bottom: 1px solid black;"></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)	\$ -		<table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td style="border-bottom: 1px solid black;"></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)	\$ -	7
Direct Labor																								
Direct Costs																								
Services by Others																								
Additional Services **																								
Total this Subconsultant (ULC)	\$ -																							
Direct Labor																								
Direct Costs	\$ -																							
Services by Others	\$ -																							
Additional Services **	\$ -																							
Total this Subconsultant (ULC)	\$ -																							
3	<table border="0" style="width: 100%;"> <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)	\$ -		<table border="0" style="width: 100%;"> <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)	\$ -	8
Direct Labor	\$ -																							
Direct Costs	\$ -																							
Services by Others	\$ -																							
Additional Services **	\$ -																							
Total this Subconsultant (ULC)	\$ -																							
Direct Labor	\$ -																							
Direct Costs	\$ -																							
Services by Others	\$ -																							
Additional Services **	\$ -																							
Total this Subconsultant (ULC)	\$ -																							
4	<table border="0" style="width: 100%;"> <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)	\$ -		<table border="0" style="width: 100%;"> <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)	\$ -	9
Direct Labor	\$ -																							
Direct Costs	\$ -																							
Services by Others	\$ -																							
Additional Services **	\$ -																							
Total this Subconsultant (ULC)	\$ -																							
Direct Labor	\$ -																							
Direct Costs	\$ -																							
Services by Others	\$ -																							
Additional Services **	\$ -																							
Total this Subconsultant (ULC)	\$ -																							
5	<table border="0" style="width: 100%;"> <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)	\$ -		<table border="0" style="width: 100%;"> <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)	\$ -	10
Direct Labor	\$ -																							
Direct Costs	\$ -																							
Services by Others	\$ -																							
Additional Services **	\$ -																							
Total this Subconsultant (ULC)	\$ -																							
Direct Labor	\$ -																							
Direct Costs	\$ -																							
Services by Others	\$ -																							
Additional Services **	\$ -																							
Total this Subconsultant (ULC)	\$ -																							

** 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: Sanchez & Associates, PC

Contract Number: RR-14-4222

Proposal Date: 7/6/2015

Exhibit Pointers Editable cells in each exhibit are underlined in red
Notes and guidance for each exhibit are on the right of the exhibits in yellow text boxes
A full set of instructions to complete the exhibits is available on the Tollway's website

Contract Number: RR-14-4222 Consultant: Sanchez & Associates, PC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2015												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Survey Services in Support of the Design for the BNSF RR Bridge									200	200	200	200			800
Meetings, Coordination, General Activities									3	3	3	3			12
QA/QC									4	4	4	4			16
Admin/Management															
TOTALS									207	207	207	207			828

Contract Number: RR-14-4222 Consultant: Sanchez & Associates, PC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS OF YEAR 2016												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Survey Services in Support of the Design for the BNSF RR Bridge	200	166	166	166	166	164	16	16	16	16	16	16	16	1124
Meetings, Coordination, General Activities	3	3	2	2	2									12
QA/QC						20								20
Admin/Management	4	4	4	4	4	4	4	4	4	4	4	4	4	48
TOTALS	207	173	172	172	172	188	20	20	20	20	20	20	20	1204

Contract Number: RR-14-4222 Consultant: Sanchez & Associates, PC

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	
Survey Services in Support of the Design for the BNSF RR Bridge	16	16	16	16	16	16	16	16	16	16	16	12	188
Meetings, Coordination, General Activities													
QA/QC													
Admin/Management	2	2	2	2	2	2	2	2	2	2	2	2	22
TOTALS	18	18	18	18	18	18	18	18	18	18	18	12	210

Contract No.: RR-14-4222 Consultant: Sanchez & Associates, PC

Date: 7/6/2015

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 28 No. OF MONTHS
 SCHEDULED START DATE: 9/1/2015
 RAISE DATE: 1/1/2016
 PERCENT OF RAISE: 3%

ESCALATION PER YEAR Year 1 through 5

9/1/2015 - 12/31/2015	1/1/2016 - 12/31/2016	1/1/2017 - 12/31/2017		
Date	Date	Date	Date	Date
4.0	12.0	12.0		
28.0	28.0	28.0	28.0	28.0
14.29% Factor First Period	44.14% Escalation Factor Second Period	45.47% Escalation Factor Third Period		
				Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date
28.0	28.0	28.0	28.0	28.0
				Escalation Factor Tenth Period

The escalation factor for this project is: 103.90%

Contract No.: RR-14-4222

Consultant: Sanchez & Associates, PC

Date: 7/6/2015

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	Survey Manger	Sanchez, Gerardo P.	\$40 - \$70
Senior Engineer/Planner			\$40 - \$70
Resident Engineer			\$40 - \$70
Project Engineer/Planner			\$25 - \$60
Staff Engineer/Planner	CADD Technician	Gwizdak, Walter J.	\$20 - \$40
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist	Survey Crew Chief	Sanchez, Dario	\$25 - \$60
Technical Specialist	Survey Technician	Sanchez, Gerardo Jr.	\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical	Office Administ/Invoicing	Bolanos, Araceli	\$8.25 - \$40

Contract No.: RR-14-4222 Consultant: Sanchez & Associates, PC

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/10157/36206/LG_TOLLWAY_XX_ALLOWEDIRECTCOSTS_08012008.PDF

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

DIRECT COST CATEGORY

- Railroad Right of Entry Application Fee
- Railroad Right of Entry Permit
- Railroad Liability Insurance
- Railroad Flagger
- Equipment Rental - Van with Bucket
- Fuel for Rental Equipment
- Insurance for Rental Equipment
- Lane Closures
- Printing Cost
-
-
-
-
-
-

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 25,010.00

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

Cell Phones	Unallowable
Radio Communication	Actual Cost
2-way Radio	Actual Cost

Vehicles (Only for Vehicles assigned to project)

Rental (Daily Rate Only) - Including Tolls	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day

The number of days will be calculated as follows:

For extended stay** - Number of days on job site plus one

Day to travel to and from job site

Weekly (hotel) – Number of days on job site plus one day to

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CSE Manual allowance.

Contract No.: RR-14-4222

Consultant: Sanchez & Associates, PC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: Sanchez, Gerardo P.

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: **Name:** Sanchez, Dario

Classification: Survey Crew Chief

Name: Gwizdak, Walter J.

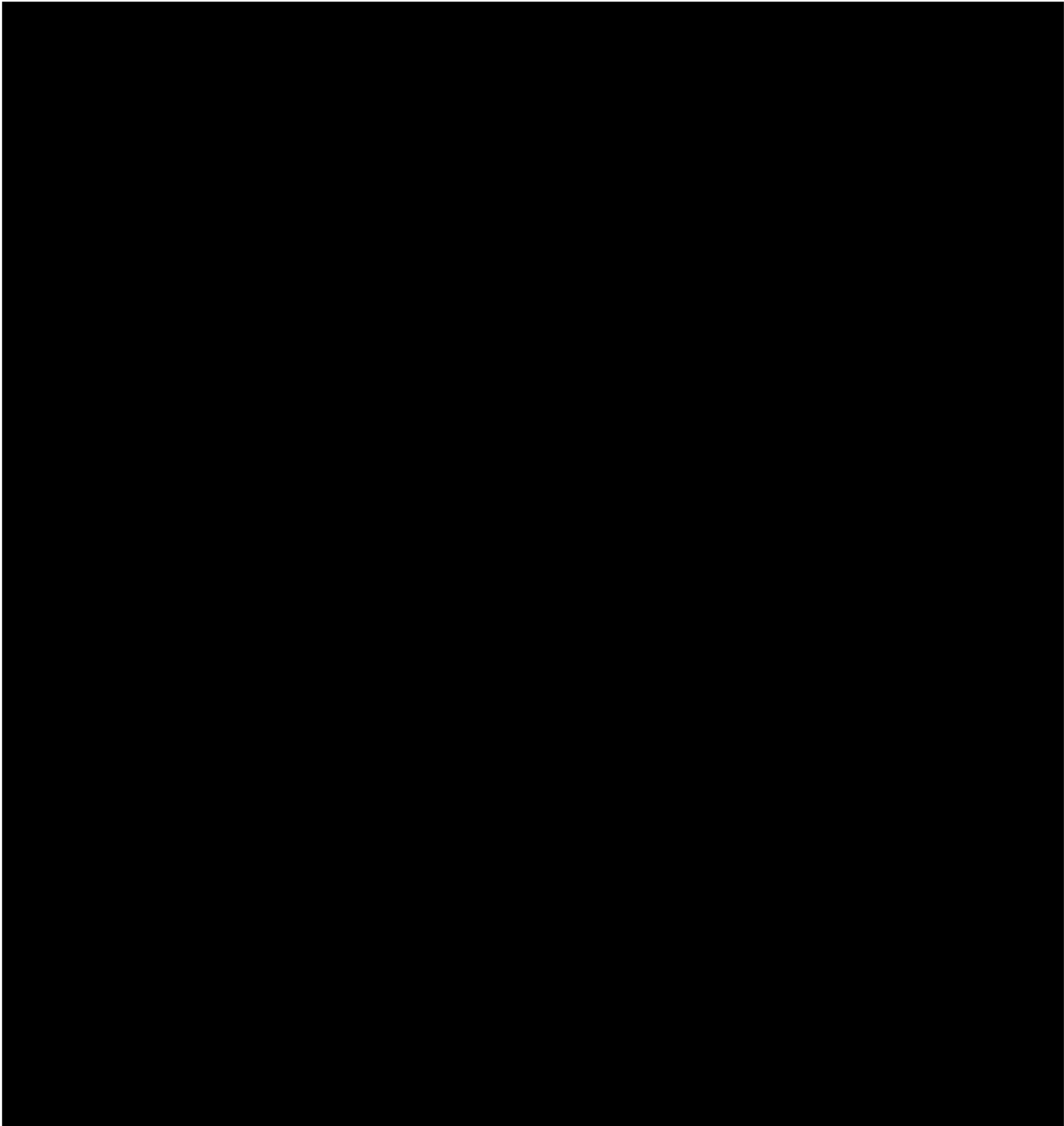
Classification: CADD Technician

Name: Sanchez, Gerardo Jr.

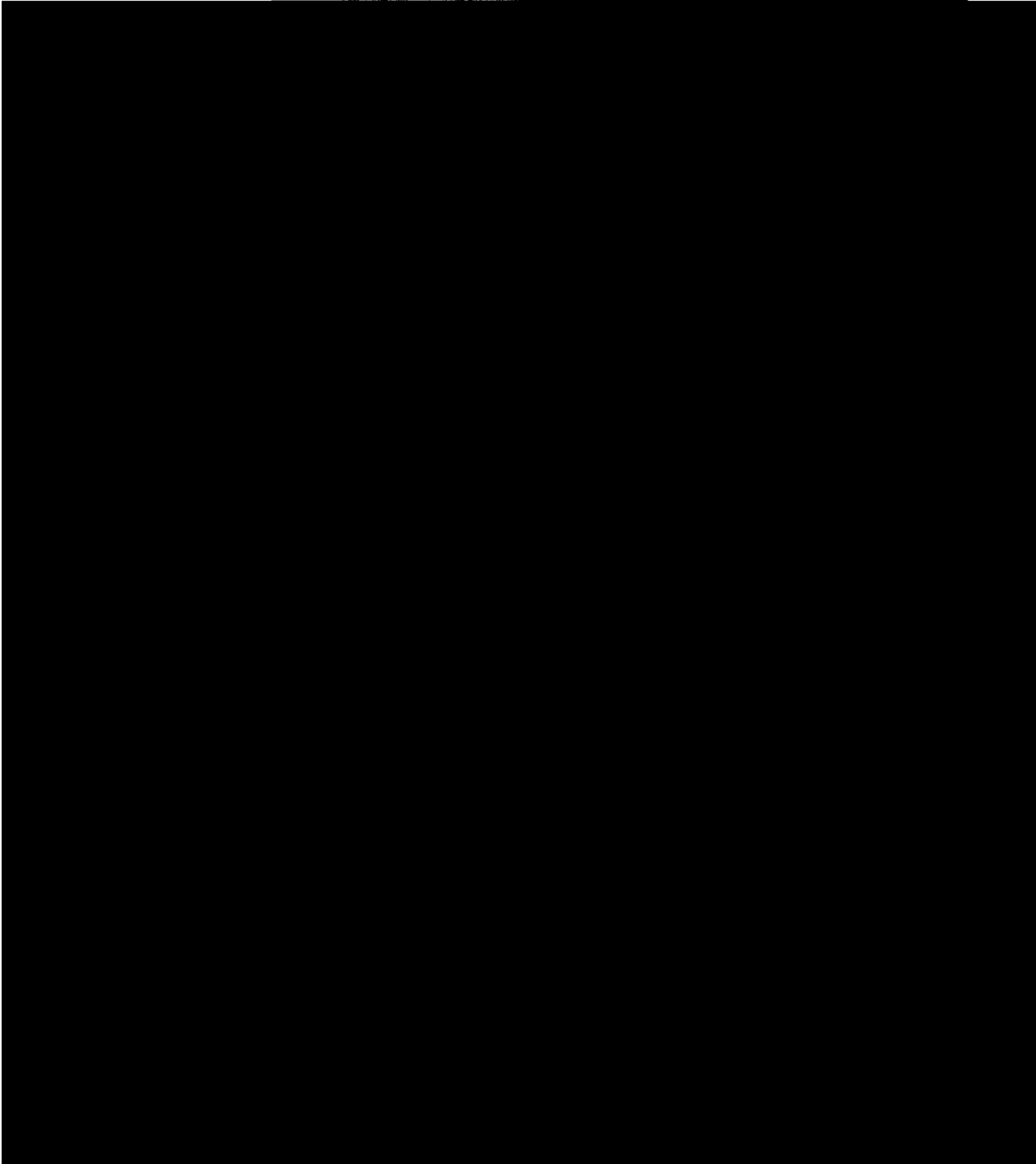
Classification: Survey Technician

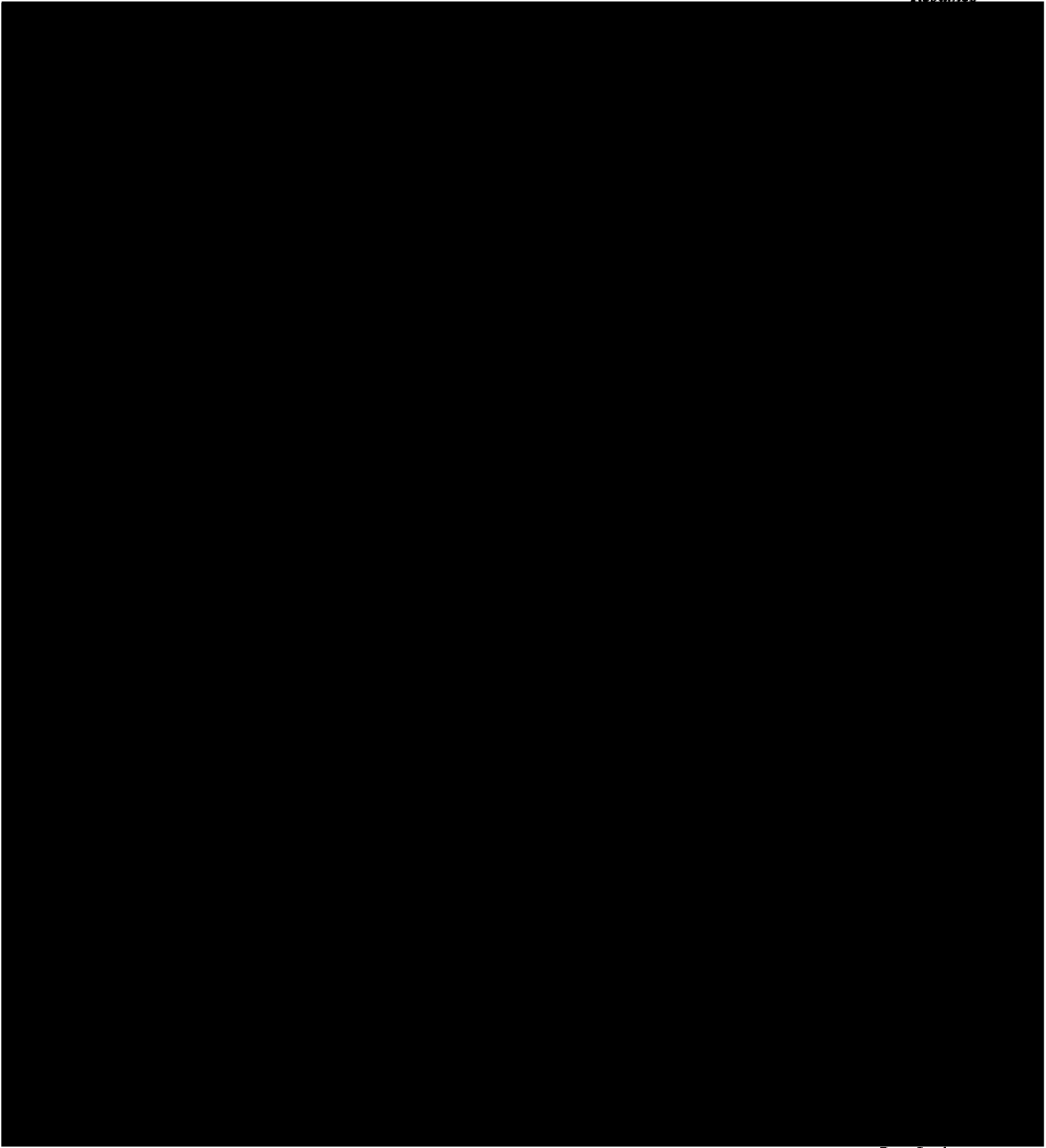
Name: _____

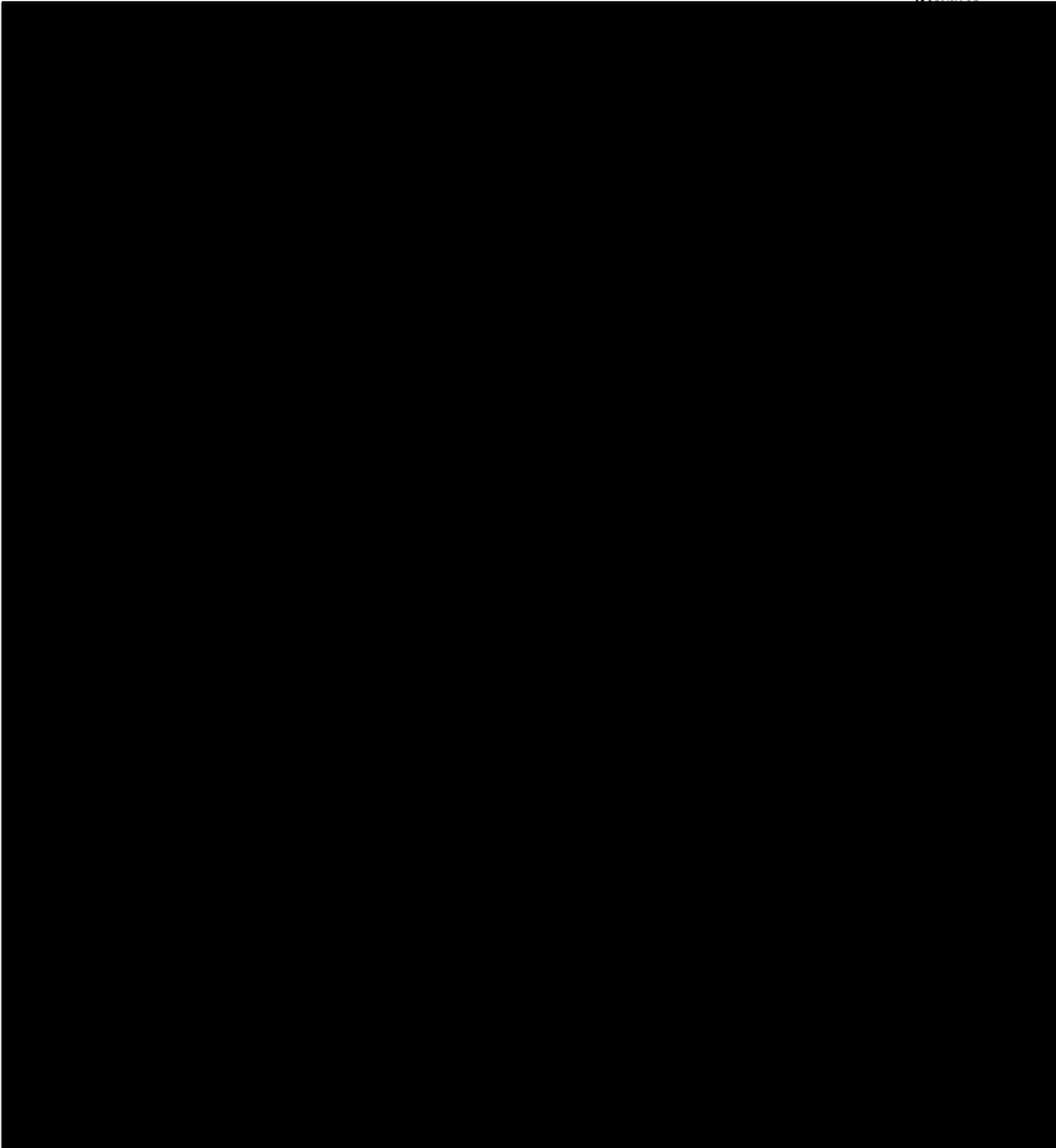
Classification: _____



SANCHEZ & ASSOCIATES, P.C.
Land Surveyors







SANCHEZ & ASSOCIATES, P.C.
Land Surveyors

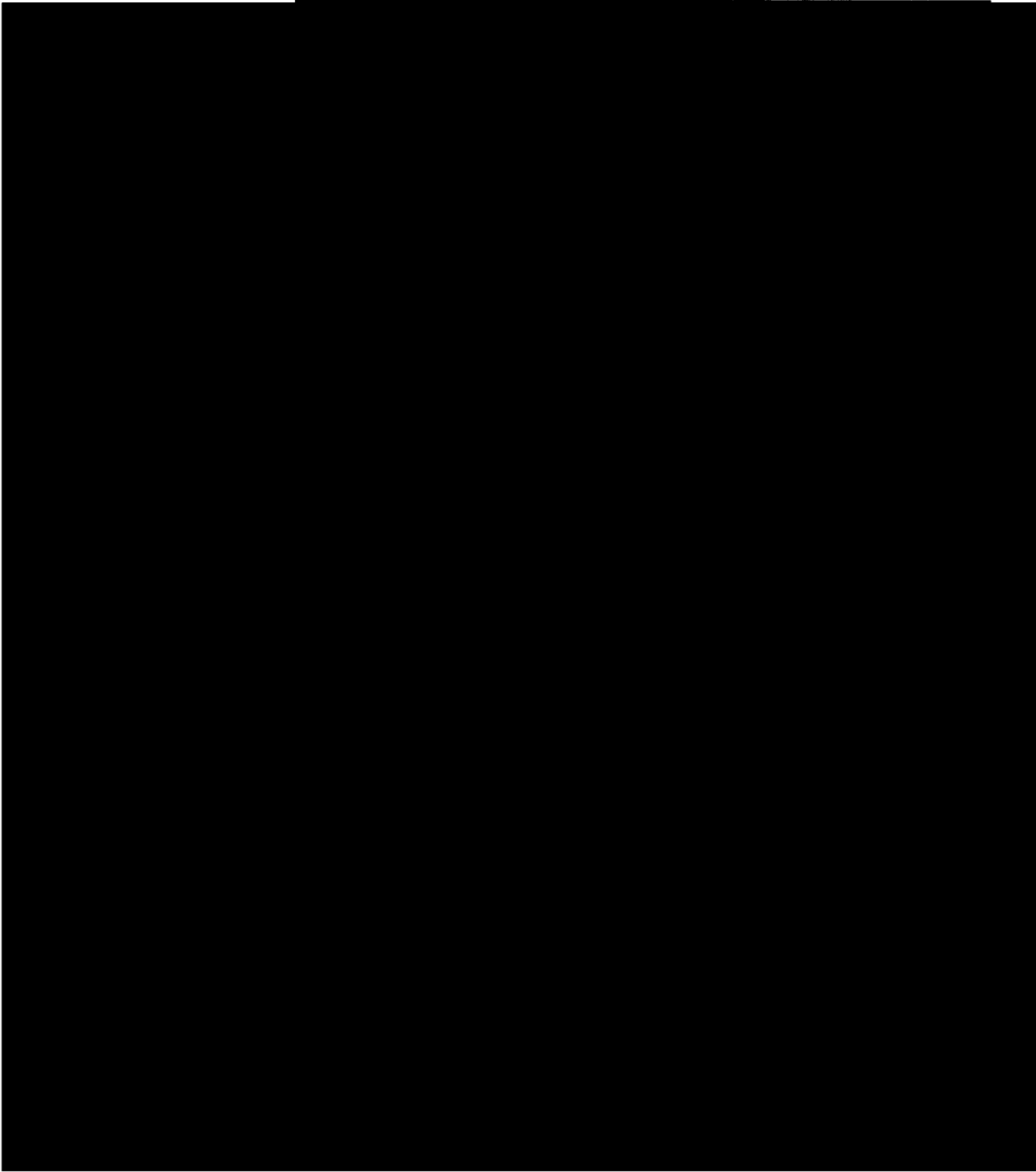


EXHIBIT F

**CONTRACT RR-14-4222
TRI-STATE TOLLWAY (INTERSTATE 294)**

Sanchez & Associates, PC

SCOPE OF SERVICES FOR

**PROJECT MASTER PLAN AND PHASE II DESIGN SERVICES FOR
BRIDGE REHABILITATION/RECONSTRUCTION OF THE
BURLINGTON NORTHERN SANTA FE (BNSF) RAILROAD (M.P. 26.6)**

**COOK COUNTY, ILLINOIS
LYONS TOWNSHIP**

This contract includes the preparation of Project Master Plan and Phase II design services for the proposed rehabilitation/reconstruction of the BNSF Railroad Bridge (BN 261) over the Tri-State Tollway for the Illinois State Toll Highway Authority (Tollway), and analysis of *existing* mainline elements that will remain in an "interim" condition after the bridge work is complete and prior to the future mainline reconstruction and/or widening. The Master Plan shall be performed in collaboration with the crossing Master Plan DSE (Contract RR-14-4223).

The scope of services to be completed by Sanchez & Associates, P.C., consist of assisting in the preparation of a Project Master Plan for the items listed under **Section I "Project Master Plan"** which includes **Task 1 (b,c,e):** Data Collection and Review; **Task 2:** Topographic Survey and Plats.

In addition, the scope of services to be completed by Sanchez & Associates, P.C., consists of services for the items listed under **Section III "General Project Activities"**, which include **Task 32:** Meetings & Field Checks; **Task 36:** Quality Assurance/Quality Control; and **Task 37:** Administration/Management.

The following scope of services includes detailed descriptions of the Tasks outlined above.

I. PROJECT MASTER PLAN

The detailed scope of services and various tasks are described below:

1. Data Collection & Review

Upon authorization to proceed, the DSE will initiate a comprehensive program to obtain the available data related to the project study limits. We will review the Tollway improvement records and will obtain the available record drawings and other studies and reports that have been prepared for the project area. The data collection will be extended to organizations other than Illinois State Toll Highway Authority (ISTHA) such as the BNSF Railroad, Metra, Cook County, adjacent Townships, adjacent municipalities, and the Illinois Department of Transportation (IDOT) as required. The data collection efforts will include the following:

- b. Review Tollway's improvement records.
- c. Review as built and related record roadway drawings from outside agencies for their associated facilities within the project corridor.
- e. Existing Right-of-Way (ROW) Plans: Review existing ROW plans from the Tollway and other agencies as required. This includes information regarding the Tollway's communications network, including communications cables and towers. ROW plans will be provided by the Tollway in Microstation format.

2. Topographic Survey and Plats

The DSE will perform the following survey tasks in accordance with applicable IDOT and Tollway survey standards, coordinated with Tollway stationing along Interstate 294 and IDOT stationing along State routes.

2.1. Control Points

Horizontal Control: Horizontal Control utilizing state plane coordinates (NAD '83 2007) Illinois East Zone derived from ISTHA Tollway REIL-NET CORS Network. The DSE will establish recoverable primary control at selected locations within the project limits correlated to the CORS Network. We estimate a minimum of two (2) control points should be adequate for the rail portion of this project. An additional control point will be established outside of railroad right-of-way but within Tollway right-of-way. These control points will establish an on-site control network to allow other surveyors or subconsultants to check into the network locally and give them the ability to set up base stations closer to their work. The DSE will also set an estimated three (3) additional secondary control points that may be located within the railroad and outside the railroad right-of-way.

Vertical Control: The vertical control will be based on the Illinois Tollway Vertical Datum (NAVD-88). In addition, existing Tollway or new benchmarks will be established near the vicinity of the project.

2.2. Topographic Survey and Cross Sections

The DSE will perform survey services necessary to supplement the aerial photography and mapping of the project corridor. The topographic survey will include existing railroad and mainline elements that will be required with respect to establishing an existing centerline, railroad and pavement cross sections, and both railroad and highway right-of-way. All existing storm sewers and culverts will be surveyed to determine rim and invert elevations and pipe sizes. The location of all guardrails and the existing access control fence will also be surveyed. The existing aerial mapping will be verified, especially for areas located within heavy vegetation.

The approximate topographic right-of-way and utility survey limits along the railroad will extend approximately 200-ft beyond the Right-of-Way. Interstate 294 will extend to the existing access control fence.

The approximate total survey length is estimated as follows:

- | | |
|------------------|--|
| ▪ Interstate 294 | = 0.40 miles (M.P. 26.5 to M.P. 26.9) |
| ▪ BNSF RR | = 1.10 miles (3,300 feet east and 2,500 feet west) |

Total = 1.50 miles

All trees over 6 inches in diameter breast height (dbh) within the above noted survey limits will be located along the railroad and at each quadrant of the existing BNSF RR Bridge near the mainline. We estimate approximately 1,000 trees for this Task. (A tree inventory will be performed under a separate Task.)

Cross Sections:

Interstate 294: Cross sections at 50' intervals to the south of the existing BNSF RR Bridge to Flagg Creek, and for a portion of mainline approximately 300' north of the existing BNSF RR Bridge. The remainder of the cross sections will be at 100' intervals, and unique and/or grade controlling features along the mainline Tollway from Right-of-Way to Right-of-Way. We estimate 30 cross sections will be required. Data collection to include ground shots at right-of-way, edge of shoulder, edge of pavement, and tops and bottoms of existing ditches.

BNSF RR: Limits of survey will be from Oak Street to the west, and Grand Avenue to the east for Cross sections at 50' intervals along the railroad from Right-of-Way to Right-of-Way. In addition, top of rail elevations will be surveyed for approximately 500-ft beyond the limits described. We estimate 120 cross sections will be required. Data collection to include ground shots at right-of-way, top of rail, switches, frogs, top of ballast, cabinets, railroad mile posts, top and bottom of embankments and ditches, utility poles and fences.

Stream Surveys: A stream survey for one (1) waterway within the project limits will be performed (See Exhibit F-1 for location). Field work to include:

- Flagg Creek Streambed centerline (low point) elevations at 100' centers;
- Obtain cross sections along Flagg Creek and Stream Tributary at locations shown on attached exhibits. Ample ground shots will be obtained to properly define the channel

shape. Minimum creek cross section survey points are tops of banks, edges of water, toes of slopes, and channel centerline.

- Limits of survey along Flagg Creek are 1,000 feet west of the north edge of culverts under the BNSF RR to 200 feet south of the south edge of bridge carrying Commonwealth Avenue over Flagg Creek. (about 3,000 ft long)
- Limits along tributary stream will be from the north edge of culvert under the BNSF RR to 100 feet east of the east edge of culvert under I-294 Tollway (about 500 ft long).
- Obtain Survey of the existing structure openings are required to analyze existing Flagg Creek conditions. The survey includes locating the top and bottom of abutments and piers, including crash wall and column widths, top of seat elevations, and bottom of girder elevations at abutments and piers for each girder line. The structure surveys include the following:
 - Tri-State over Flagg Creek (BN 259 & BN 260)
 - 47th Street over Flagg Creek (BN 255)
 - Commonwealth Drive over Flagg Creek (SN 016-6804)
- Provide photos looking upstream and downstream from each stream cross section location. Locate and detail pipe material, size, invert, and end section treatment for any outfalls into Flagg Creek through the study reach. Provide photos of each outfall.

2.3. Structure and Culvert Surveys

Detailed bridge survey will be performed for the bridges shown in Table A-1 (BN 261). Survey includes locating the top and bottom of abutments and piers including crash wall and column widths, back walls, wingwalls, top of bearing seat elevations, bottom of girder elevations at abutments and piers for each girder line; and obtaining the bridge vertical clearance at the north and south edge of the bridge.

Detailed culvert survey will be performed for the culverts shown in Table A-2, and includes locating the top of headwall, invert elevations, wingwalls and/or end sections, current water surface elevation and ground shots to establish ditch or stream embankment limits.

Provide photos looking upstream and downstream for each structure located over a water.

2.4. Additional Survey Items and Data Processing

Establish Existing Centerline: The crossing Master Plan DSE will establish the mainline centerline alignment. This Contract includes establishing existing railroad alignments for the existing three tracks, and establish intersecting points with the mainline alignment. The centerline will then be submitted to the DCM and Tollway for review and approval.

Supplemental Survey: Perform supplement field surveys as necessary over the duration of the project to identify new developments and/or to supplement the initial survey to resolve conflicts such as utilities, drainage features, etc.

Utility Locate Survey: Survey utility stand pipes installed by facility owner to locate depth of utilities as necessary.

Soil Boring Layout/Pick-up: The location of the soil borings will be determined and surveyed according to the Tollway's Geotechnical Manual, 2015. This information will be used to plot

location of borings on plan sheets.

Detention Area Topography: Collect spot elevations on a 50' grid for up to 1 proposed detention areas. Said topography to include all above ground utilities including but not limited to: Water, sanitary sewer, storm sewer, telephone, electric, cable and gas, etc. Identify size, type, rim, and invert.

Compensatory Storage Area Topography: Collect spot elevations on a 50' grid for up to 1 proposed areas. Said topography to include all above ground utilities including but not limited to: Water, sanitary sewer, storm sewer, telephone, electric, cable and gas, etc. Identify size, type, rim, and invert.

Metra Platform Topography: Perform field topographic surveys for the Metra Highlands and Western Springs platforms. Said topography to include all above ground utilities including but not limited to: Water, sanitary sewer, storm sewer, telephone, electric, cable and gas, etc. Identify size, type, rim, and invert, and platform elements.

DSE will compile and draft the above information into base file per the Tollway CADD standards at 1'=50' scale, including all utilities and drainage features suitable for Phase II Engineering. The DSE will combine the provided aerial survey information with the supplemental topographic survey data to create a merged DTM file for use in creating the base file.

2.5. Plat of Highways / Existing Railroad Right-of-Way

Compile existing right-of-way records from the Tollway, research existing railroad Construction & Maintenance Agreements, research from Cook County Recorder's office and IDOT to coordinate the field survey for recon and location of existing right-of-way monumentation throughout the project. A Plat of Highway of the railroad right-of-way will be established. A Plat of Highway of the existing Tollway right-of-way throughout the project limits will be developed by the crossing Master Plan DSE, and will be coordinated with the railroad right-of-way. Plats will be created in accordance with Tollway Survey Upon Request Procedure (P3115) for submittal.

2.6. Preparation of Plats and Legal Descriptions for Right-of-Way Acquisition

As required, right-of-way plats for permanent takes and permanent/temporary easements will be prepared for parcels requiring acquisitions for drainage, railroad, and roadway or grading purposes. Prepare plats and legal descriptions in accordance with Tollway Survey Upon Request Procedures (P3115). It is estimated that approximately 4 permanent takes will be required. This is limited to acquisitions necessary for construction of BN 261; acquisitions for future widening/reconstruction of mainline to be performed by crossing Master Plan DSE.

III. GENERAL PROJECT ACTIVITIES

32. Meetings and Field Checks

- b. **DSE Coordination Meetings:** The DSE will participate in monthly coordination meetings to coordinate existing work activities, discuss future tasks, and ensure the project schedule is being maintained. Meeting minutes will be prepared and distributed to project staff.
- c. **Internal Meetings:** DSE project staff meetings are anticipated to be held on a bi-monthly basis to coordinate existing work activities and discuss future tasks. Meeting minutes will be prepared and distributed to project staff.
- d. **Tollway Coordination Meetings:** Meeting with the Tollway to coordinate or discuss ongoing issues and various tasks. Meeting minutes will be prepared and distributed to project staff.

36. Quality Assurance/Quality Control

Overall Project Administration and QA/QC as part of the Master Plan development will include the following tasks:

- d. **Quality Control\ Quality Assurance:** A quality control review will be performed for each milestone submittal of all studies, reports, plans and calculations for format, compliance with Tollway standards, coordination between disciplines, clarity and completeness, and assurance that technical reviews have been completed and documented. Senior DSE staff will be involved in comprehensive reviews of documents and procedures.

37. Administration/Management

- a. **Progress Narratives/Invoices:** The DSE will prepare monthly progress narratives describing activities during the preceding month, plans for the next month, problems encountered, actions required by the Tollway and overall status of the project. Prepare monthly invoices for services rendered during the preceding month including cover letter, progress reports and invoices, and personnel summary.

EXHIBIT G

Contract No. RR-14-4222

Sanchez & Associates, PC

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	Survey Services as sub-consultant to	\$229,951.00	\$229,951.00	12/1/2017
RR-13-4151	Various Survey services as sub-consultant to EJM Engineering, Inc.	\$390,000.00	\$390,000.00	12/1/2016
I-13-4103	I-90 Retaining Walls I-53 to Kennedy Expwy sub- to AMEC	\$241,351.00	\$37,899.00	12/1/2016
RR-13-4118	Design Upon Request sub-to Bloom Consultants, Ltd	\$200,000.00	\$30,164.00	12/1/2015
I-13-4611	Construction Management sub- to Collins Engineering - Elgin O'Hare West Access – Meacham/Rowhling	\$143,310.00	\$108,639.00	12/1/2015
I-14-4187	Survey services as sub-consultant to Parsons Brinckerhoff I-90 Widening	\$235,478.00	\$218,964.00	12/1/2017
D-91-639-11	Various Survey – District One IDOT-Bureau of Design	\$500,000.00	\$25,000.00	12/1/2015
P-91-318-14	Various Survey – District One IDOT-Bureau of Programming	\$500,000.00	\$230,000.00	12/1/2018
D-91-236-11	Survey services at IL, Route 22 as sub-consultant to Primera Engineers	\$36,193.00	\$23,801.00	12/1/2015
D-91-008-15	Survey services at US Route 41 – Resurfacing. Sub-consultant to HOH Engineers, Ltd.	\$30,488.00	\$25,000.00	12/1/2015
D-91-603-10	Survey services at IL, Route 132 as sub-consultant to HOH Engineers, Ltd	\$14,833.00	\$8,500.00	7/1/2015

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

<p>1 <u>NONE</u></p> <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> <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> <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> <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> <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> <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> <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> <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> <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> <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	<u>NONE</u>		
	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: Wang Engineering, Inc

Contract Number: RR-14-4222

Proposal Date: 7/6/2015

Exhibit Pointers Editable cells in each exhibit are underlined in red
Notes and guidance for each exhibit are on the right of the exhibits in yellow text boxes
A full set of instructions to complete the exhibits is available on the Tollway's website

Contract Number: RR-14-4222 Consultant: Wang Engineering, Inc

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2016												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Geotechnical Services	50	50	50	10	10	10	10	10	10	10	10	10	10	240
TOTALS	50	50	50	10	10	10	10	10	10	10	10	10	10	240

Contract Number: RR-14-4222 Consultant: Wang Engineering, 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 Services	10	10	10	10	10	10	10	10	10	10	10	10	10	120
TOTALS	10	10	10	10	10	10	10	10	10	10	10	10	10	120

Contract No.: RR-14-4222
Date: 7/6/2015

Consultant: Wang Engineering, Inc

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 28 No. OF MONTHS
SCHEDULED START DATE: 9/1/2015
RAISE DATE: 1/1/2016
PERCENT OF RAISE: 3%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date	Date
9/1/2015 - 12/31/2015	1/1/2016 - 12/31/2016	1/1/2017 - 12/31/2017	-	-	-	-
4.0	12.0	12.0	28.0	28.0	28.0	28.0
28.0	28.0	28.0	45.47%	28.0	28.0	28.0
Escalation 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
-	-	-	-	-	-	-
28.0	28.0	28.0	28.0	28.0	28.0	28.0
Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period	Escalation Factor Eleventh Period	Escalation Factor Twelfth Period	Escalation Factor Thirteenth Period	Escalation Factor Fourteenth Period

The escalation factor for this project is: 103.90%

Contract No.: RR-14-4222

Consultant: Wang Engineering, Inc

Date: 7/6/2015

Escalation Factor: 103.90%

(From Exhibit C-1)

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

										<u>DIRECT COST</u>	
										<u>OVERTIME PREMIUM</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)	Total O/T				
							Estimated Hours:	Premium O/T Hourly Rate:			
							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)	
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	10.00					
No	Project Manager	\$40.00	\$70.00	\$54.72	\$56.85	50.00					
No	Senior Engineer/Planner	\$40.00	\$70.00	\$54.72	\$56.85	210.00					
No	Resident Engineer	\$40.00	\$70.00								
No	Project Engineer/Planner	\$25.00	\$60.00	\$33.43	\$34.73	475.00					
No	Staff Engineer/Planner	\$20.00	\$40.00	\$23.34	\$24.25	410.00					
No	Engineer /Accountant	\$20.00	\$60.00								
No	Senior Technical Specialist	\$25.00	\$60.00	\$52.71	\$54.76	40.00					
No	Technical Specialist	\$15.00	\$50.00	\$20.63	\$21.43	10.00					
No	Architect	\$30.00	\$70.00								
No	Realty Specialists	\$20.00	\$70.00								
No	Intern	\$8.25	\$20.00								
							Total Estimated Work Hours:	1,215.00			
							Average Hourly Rate:	\$36.70			
							Total Direct Labor	\$44,590.50			

EXHIBIT "1"

Contract No.: RR-14-4222

Consultant: Wang Engineering, Inc

Date: 7/6/2015

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	Paul Wang	\$50 - \$70
	Vice President	Corina Farez	
Project Manager	Project Manager	Liviu Iordache	\$40 - \$70
		Mickey Snider	
Senior Engineer/Planner	Senior Engineer	Andri Kurnia	\$40 - \$70
		Metin Seyhun	
		Mohammed Kothawala	
		Gregory Syfert	
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Project Engineer/Project Geologist	Nesam Balakumaran	\$25 - \$60
		Hemanta Bista	
		Eric Datz	
		Nathan Davis	
		Suresh Dholakia	
		Ravi Gorlagunta	
		Azza Hamad	
		Ramesh KC	
		Cornelia Marin	
		Staff Engineer/Planner	Assistant Engineer/Assistant Geologist
Audrey Happel			
David Kolpacki			
Anthony Tomaras			
Brandon Wilson			
Scott Woods			
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist	QC/QA Reviewer	Jerry Wang	\$25 - \$60
Technical Specialist	Laboratory Technician	Corina Iordache	\$15 - \$50
		Asifuddin Mohammed	
		Monica Ratiu	
Architect			\$30 - \$70

Contract No.: RR-14-4222

Consultant: Wang Engineering, Inc

Date: 7/6/2015

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical	Administrative Assistant	Chad Davis	\$8.25 - \$40
		Kristen Ott	
		Dan Toner	

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/10157/36206/LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_08012008.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

See attached additional direct cost

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 172,132.08

Name: BNSF RR over Tri-State Tollway (MP 26.6), Bridge Rehabilitation/ Reconstruction
RFP/PTB/PSB/Item: 14-3/002
Contract/Job: RR-14-4222

Date: 07/06/2015
Wang No.: P141234

Task Description	Units	Unit Price	Extended Cost
DRILLING, SAMPLING & INSITU TESTING			
Drilling Coordination	Hours	\$97.00 /Hour	
Utilities Clearance, Site Access, Permitting	Hours	\$97.00 /Hour	
Mobilization (Truck-mounted Drill Rig)		\$790.00 /Each	
Drilling Crew Daily Travel & Support Vehicle	Days	\$165.00 /Day	
Stand-by Hourly Rate - Truck-mounted Drill Rig (Two-Man Crew & Equipment)	Hours	\$350.00 /Hour	
Mobilization (ATV-mounted Drill Rig)		\$1,350.00 /Each	
ATV-mounted Drill Rig Daily Charge	Days	\$305.00 /Day	
Drilling Crew Daily Travel & Support Vehicle	Days	\$165.00 /Day	
Stand-by Hourly Rate - ATV-Mounted Drill Rig (Two-Man Crew & Equipment)	Hours	\$350.00 /Hour	
Portable Water Tank	Days	\$155.00 /Day	
Lighting for Night Field Activities	Nights	\$115.00 /Night	
Drilling and Sampling			
Structure Borings			
<i>Drilling including split spoon sampling at 2.5-foot intervals to 30 feet and at 5-foot intervals thereafter (SPT, Penetrometer, Rimac, Visual Classification Included)</i>			
Between 0 and 75 Feet			
Normal Working Hours	Feet	\$32.00 /Foot	
Restricted Hours	Feet	\$36.00 /Foot	
Night Work	Feet	\$34.00 /Foot	
Between 75 and 100 Feet			
Normal Working Hours	Feet	\$34.00 /Foot	
Restricted Hours	Feet	\$40.00 /Foot	
Night Work	Feet	\$35.00 /Foot	
Between 100 and 125 Feet			
Normal Working Hours	Feet	\$40.00 /Foot	
Restricted Hours	Feet	\$51.00 /Foot	
Night Work	Feet	\$46.00 /Foot	
Between 125 and 150 Feet			
Normal Working Hours	Feet	\$46.00 /Foot	
Restricted Hours	Feet	\$60.00 /Foot	
Night Work	Feet	\$56.00 /Foot	
Additional Split-Spoon Sample	Samples	\$45.00 /Sample	
Roadway Borings			
<i>Drilling including continuous split spoon sampling to 10 feet (SPT, Penetrometer, Visual Classification Included)</i>			
Continuous Sampling			
Normal Hours	Feet	\$32.00 /Foot	
Restricted Hours	Feet	\$36.00 /Foot	
Night Hours	Feet	\$34.00 /Foot	
Shelby Tube Borings			
<i>Blind drilling and Shelby tube sampling at selected depths</i>			
Drill without sampling			
Normal Working Hours	Feet	\$22.00 /Foot	
Restricted Hours	Feet	\$27.00 /Foot	
Night Work	Feet	\$25.00 /Foot	
Shelby Tube Samples			
Normal Working Hours	Samples	\$61.00 /Sample	
Restricted Hours	Samples	\$71.00 /Sample	
Night Work	Samples	\$67.00 /Sample	
Rock Coring			
Rock Coring Setup	Setups	\$367.00 /Setup	
Set Casing Below 40 Feet			
Normal Working Hours	Feet	\$14.00 /Foot	
Restricted Hours	Feet	\$16.00 /Foot	
Night Work	Feet	\$15.00 /Foot	
Rock Coring			
Normal Working Hours	Feet	\$61.00 /Foot	
Restricted Hours	Feet	\$75.00 /Foot	
Night Work	Feet	\$67.00 /Foot	

Name: BNSF RR over Tri-State Tollway (MP 26.6), Bridge Rehabilitation/ Reconstruction
RFP/PTB/PSB/Item: 14-3/002
Contract/Job: RR-14-4222

Date: 07/06/2015
Wang No.: P141234

<u>Task Description</u>	<u>Units</u>	<u>Unit Price</u>	<u>Extended Cost</u>
<u>Drilling & Sampling - Hourly - two-man crew</u>			
Two-Man Crew - normal working hrs	Hours	\$352.00 /Hour	
Two-Man Crew - overtime	Hours	\$439.00 /Hour	
<u>Drilling & Sampling - Hourly - three-man crew</u>			
Two-Man Crew and Field Supervisor- normal working hrs	Hours	\$475.00 /Hour	
Two-Man Crew and Field Supervisor - overtime	Hours	\$520.00 /Hour	
<u>Pavement/ Deck Coring & Testing</u>			
<i>For 2-inch, 4-inch, and 6-inch diameter cores</i>			
<u>Pavement/Deck Coring (Two-Man Crew and Equipment)</u>			
Normal Working Hours	Hours	\$284.00 /Hour	
Restricted Hours	Hours	\$326.00 /Hour	
Night Work	Hours	\$306.00 /Hour	
Asbestos Content Testing			
On Deck Cores	Tests	\$169.00 /Test	
<u>Hand Augering (Two-Man Crew and Equipment)</u>			
<i>Hand augering and soil sampling to 10 feet</i>			
Hand Augering			
Normal Working Hours	Hours	\$284.00 /Hour	
Restricted Hours	Hours	\$326.00 /Hour	
Night Work	Hours	\$306.00 /Hour	
<u>Piezometer/Monitoring Well Installation</u>			
<u>2.0-inch Wells</u>			
2" x 5' PVC Screen, .010 slot, sch 40	Pipes	\$30.00 /Pipe	
2" x 10' PVC Screen, .010 slot, sch 40	Pipes	\$36.00 /Pipe	
2" x 5' PVC Riser, sch 40	Pipes	\$19.00 /Pipe	
2" x 10' PVC Riser, sch 40	Pipes	\$27.00 /Pipe	
2" PVC Female Points	Points	\$10.00 /Point	
2" PVC Slip Caps	Caps	\$3.00 /Cap	
4" Manhole Cast Iron w/Twist Lock Lid	Lids	\$50.00 /Lid	
2" x 5' Green Steel Standups	Standups	\$82.00 /Standup	
<u>4.0-inch Wells</u>			
4" x 5' PVC Screen, .010 slot, sch 40	Pipes	\$48.00 /Pipe	
4" x 10' PVC Screen, .010 slot, sch 40	Pipes	\$68.00 /Pipe	
4" x 5' PVC Riser, sch 40	Pipes	\$36.00 /Pipe	
4" x 10' PVC Riser, sch 40	Pipes	\$51.00 /Pipe	
4" PVC Female Points	Points	\$15.00 /Point	
4" PVC Slip Caps	Caps	\$15.00 /Cap	
<u>6.0-inch Wells</u>			
6" x 5' PVC Screen, .010 slot, sch 40	Pipes	\$113.00 /Pipe	
6" x 10' PVC Screen, .010 slot, sch 40	Pipes	\$167.00 /Pipe	
6" x 5' PVC Riser, sch 40	Pipes	\$88.00 /Pipe	
6" x 10' PVC Riser, sch 40	Pipes	\$138.00 /Pipe	
6" PVC Female Points	Points	\$47.00 /Point	
6" PVC Slip Caps	Caps	\$16.00 /Cap	
<u>Other Items</u>			
#1B008 Masterlock, 130D	Locks	\$7.00 /Lock	
55 gallon DOT Containment Drums	Drums	\$37.00 /Drum	
Concrete--Quickerete 5000	Bags	\$16.00 /Bag	
3/8" Coated Bentonite Pellets, 5 Gal Bucket	Buckets	\$57.00 /Bucket	
10/20 Silica Sand, 50 lb plastic bag	Bags	\$9.00 /Bag	
Digital Datalogger and Barometer	Dataloggers	\$1,224.00 /Each	
<u>Labor - Hourly</u>			
Two Man Drilling Crew - normal working hours	Hours	\$352.00 /Hour	
Two Man Drilling Crew - overtime	Hours	\$439.00 /Hour	

Name: BNSF RR over Tri-State Tollway (MP 26.6), Bridge Rehabilitation/ Reconstruction
 RFP/PTB/PSB/Item: 14-3/002
 Contract/Job: RR-14-4222

Date: 07/06/2015
 Wang No.: P141234

Task Description	Units	Unit Price	Extended Cost
<u>Barge Drilling on a Navigable Waterway</u>			
<i>Price may vary depending on size and extent of waterway</i>			
Barge and Crane Mobilization	At Cost		
Barge and Crane Daily Charge	At Cost		
Barge and Crane Demobilization	At Cost		
<u>Specialized Insitu Testing</u>			
Pressuremeter Testing			
Mobilization		\$525.00 /Each	
Testing	Days	\$2,150.00 /Day	
Vane Shear	Tests	\$112.00 /Test	
Dilatometer Testing	Tests	\$790.00 /Test	
Piezometric Cone Penetrometer			
Mobilization (Truck Mounted CPT)		\$5,000.00 /Each	
CPTU	Feet	\$24.00 /Foot	
Seismic Wave Measurement	Tests	\$184.00 /Test	
Pore Pressure Dissipation Test	Tests	\$579.00 /Test	
Photoionization Detector (PID)	Days	\$425.00 /Day	
Water Infiltration/Percolation Test			
Double Ring Infiltrometer Test (ASTM D3385)	Tests	\$1,100.00 /Test	
Single Ring Infiltrometer Test (Chicago Stormwater Ordinanc	Tests	\$600.00 /Test	
Note: Drilling crew will be billed as standby for the duration of pressuremeter, vane shear, and dilatometer testing			
<u>Borehole Abandonment and Surface Restoration</u>			
Backfilling Borehole			
Normal Working Hours	Feet	\$9.00 /Foot	
Restricted Hours	Feet	\$10.00 /Foot	
Night Work	Feet	\$9.00 /Foot	
Pavement/Deck Patching			
Asphalt	Patches	\$17.00 /Each	
Concrete	Patches	\$17.00 /Each	
Patching of Full Deck Coring	Patches	\$320.00 /Each	
Soil Cutting Removal	Hours	\$320.00 /Hour	
<u>Boring Location Accessibility</u>			
Private Utility Determination	At Cost		
Tree Clearance	Hours	\$300.00 /Hour	
Guardrail Removal and Replacement	At Cost		
Dozer / Equipment Rental	At Cost		
<u>Railroad Fees</u>			
Permitting	At Cost		
Railroad Protective Insurance	At Cost		
Railroad Flagman	Days	\$900.00 /Day	
<u>State/County/Municipal Fees</u>			
Pavement Opening Permit	At Cost		
Insurance and Bonding	At Cost		
<u>Surveying of Boring Locations</u>			
Two-man crew	Hours	\$220.00 /Hour	

Name: BNSF RR over Tri-State Tollway (MP 26.6), Bridge Rehabilitation/ Reconstruction
RFP/PTB/PSB/Item: 14-3/002
Contract/Job: RR-14-4222

Date: 07/06/2015
Wang No.: P141234

Task Description	Units	Unit Price	Extended Cost
LABORATORY TESTING			
<u>Soil Index Tests</u>			
T265 D2216 Water Content	Tests	\$9.50 /Test	
-- D7263 Unit Weight (Density)	Tests	\$35.00 /Test	
T100 D854 Specific Gravity	Tests	\$64.00 /Test	
-- -- Void Ratio, Porosity, and Saturation	Tests	\$104.00 /Test	
-- D4972 pH of Soil	Tests	\$57.00 /Test	
T267 D2974 Organic Content by LOI	Tests	\$59.00 /Test	
T194 -- Organic Content by Wet Combustion	Tests	\$129.00 /Test	
<u>Particle Size Distribution</u>			
T88 D422 Sieve Analysis	Tests	\$75.00 /Test	
T88 D422 Hydrometer Analysis	Tests	\$79.00 /Test	
T88 D422 Combined Sieve and Hydrometer	Tests	\$119.00 /Test	
-- D1140 Percent Finer than No. 200 Sieve	Tests	\$49.00 /Test	
<u>Atterberg Limits</u>			
T89, T90 D4318 Liquid and Plastic Limits	Tests	\$75.00 /Test	
T92 D427 Shrinkage Factors	Tests	\$88.00 /Test	
<u>Classification of Soils</u>			
-- D2488 Visual Manual	Samples	\$18.00 /Sample	
-- D2487 Unified Soil Classification System	Samples	\$189.00 /Sample	
M145 -- AASHTO Classification	Samples	\$189.00 /Sample	
-- -- USDA Classification	Samples	\$119.00 /Sample	
<u>Soil Settlement, Swelling, and Collapse Potential</u>			
T216 D2435 One-Dimensional Consolidation	Tests	\$540.00 /Test	
-- D4546 One-Dimensional Swell	Tests	\$525.00 /Test	
-- D5333 Collapse Potential	Tests	\$289.00 /Test	
<u>Shear Strength of Soil</u>			
Hand Penetrometer	Tests	\$4.50 /Test	
Rimac Unconfined Compressive Strength	Tests	\$14.00 /Test	
T208 D2166 Unconfined Compressive Strength	Tests	\$79.00 /Test	
T236 D3080 Direct Shear of Soils (3 points)	Tests	\$694.00 /Test	
T296 D2850 UU Triaxial Compression (3 points)	Tests	\$326.00 /Test	
T297 D4767 CU Triaxial Compression (3 points)	Tests	\$1,100.00 /Test	
T297 D4767 CD Triaxial Compression (3 points)	Tests	\$1,100.00 /Test	
D7012 Peak Uniaxial Compressive Strength of Rock Core	Tests	\$158.00 /Test	
<u>Laboratory Compaction Tests</u>			
T99 D698 Moisture-Density of Soils (Standard Effort)	Tests	\$194.00 /Test	
T180 D1557 Moisture-Density of Soils (Modified Effort)	Tests	\$204.00 /Test	
T193 -- Illinois Bearing Ratio (1 point)	Tests	\$490.00 /Test	
T193 D1883 California Bearing Ratio (3 points)	Tests	\$893.00 /Test	
<u>Coefficient of Permeability</u>			
T215 D2434 Hydraulic Conductivity (Constant Head)	Tests	\$438.00 /Test	
-- D5084 Hydraulic Conductivity (Flexible Wall)	Tests	\$459.00 /Test	
<u>Additional Sample Preparation Procedures</u>			
Removal of Organic Matter	Samples	\$84.00 /Sample	
Extrusion & Preservation of Undisturbed Samples	Samples	\$27.00 /Sample	
Logging & Classification of Undisturbed Samples	Samples	\$63.00 /Sample	
Remolding and Trimming of Samples	Samples	\$60.00 /Sample	
<u>Planting Soil Mix Testing</u>			
<i>Chemical Analyses & Mitigation Recommendations (300 g sample required)</i>			
pH, CEC, Soluble Salts, OM, P, K, Other Nutrients	Tests	\$112.00 /Test	
Residual Chemicals, Herbicides Full Screen	Tests	\$627.00 /Test	
<i>Mechanical Analyses & Mitigation Recommendations (1,000 g sample required)</i>			
T88 D422 Combined Sieve and Hydrometer	Tests	\$119.00 /Test	
<u>Analytical Laboratory Services - for CCDD</u>			
Volatile Organic Components (VOC)	No	\$194.00 /Each	
SemiVOC including PNA's	No	\$326.00 /Each	
PCB	No	\$131.00 /Each	
Total Metals	No	\$204.00 /Each	
PH Determination	No	\$22.00 /Each	
<u>Corrosion Testing</u>			
(Resistivity, Chlorides, pH, Redox, and Sulfates)	No	\$280.50 /Each	



**GEOTECHNICAL SERVICES
UNIT PRICES
2015**



Name: BNSF RR over Tri-State Tollway (MP 26.6), Bridge Rehabilitation/ Reconstruction
RFP/PTB/PSB/Item: 14-3/002
Contract/Job: RR-14-4222

Date: 07/06/2015
Wang No: P141234

Task Description	Units	Unit Price	Extended Cost
Traffic Control			
Shoulder Closure (1/2 mile) - Expressway			
Daytime	No.	\$850.00 /Each	
Night time	No.	\$950.00 /Each	
Sunday	No.	\$1,275.00 /Each	
Shoulder Closure (1/2 mile) - Arterial			
Daytime	No.	\$650.00 /Each	
Night time	No.	\$800.00 /Each	
Sunday	No.	\$1,275.00 /Each	
Lane Closure (1 lane) (1/2 mile) - Expressway			
Daytime	No.	\$1,750.00 /Each	
Night time	No.	\$1,900.00 /Each	
Sunday	No.	\$2,200.00 /Each	
Lane Closure (1 lane) (1/2 mile) - Arterial			
Daytime	No.	\$750.00 /Each	
Night time	No.	\$900.00 /Each	
Sunday	No.	\$1,275.00 /Each	
Lane Closure (2 lane) - Expressway			
Daytime	No.	\$1,900.00 /Each	
Night time	No.	\$2,050.00 /Each	
Sunday	No.	\$2,375.00 /Each	
Lane Closure (2 lane) - Arterial			
Daytime	No.	\$850.00 /Each	
Night time	No.	\$1,000.00 /Each	
Sunday	No.	\$1,275.00 /Each	
Each additional 1/2 mile of closure	No.	\$125.00 /Each	
Impact Attenuator			
Straight Time	Hours	\$200.00 /Hour	
OT & Saturday	Hours	\$225.00 /Hour	
Sunday	Hours	\$250.00 /Hour	
Roadway Flagmen (two-man crew)			
Straight Time	Hours	\$175.00 /Hour	
OT & Saturday	Hours	\$200.00 /Hour	
Sunday	Hours	\$225.00 /Hour	

PRINTING COSTS			
Printing Costs			
Black & White, 8.5" X 11"	No	\$0.20 /Each	
Color, 8.5" X 11"	No	\$2.50 /Each	
Black and White, 24" X 36"	No	\$10.00 /Each	

SUMMARY

**DRILLING, SAMPLING & INSITU TESTING
LABORATORY TESTING
TRAFFIC CONTROL
PRINTING COSTS**

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

Cell Phones	Unallowable
Radio Communication	Actual Cost
2-way Radio	Actual Cost

Vehicles (Only for Vehicles assigned to project)

Rental (Daily Rate Only) - Including Tolls	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day

The number of days will be calculated as follows:

For extended stay**- Number of days on job site plus one

Day to travel to and from job site

Weekly (hotel) – Number of days on job site plus one day to

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CSE Manual allowance.

Contract No.: RR-14-4222

Consultant: Wang Engineering, Inc

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Corina Farez

Project Manager: Mickey Snider

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: Mohammed Kothawala

Others: Name: _____

Classification: _____

Name: _____

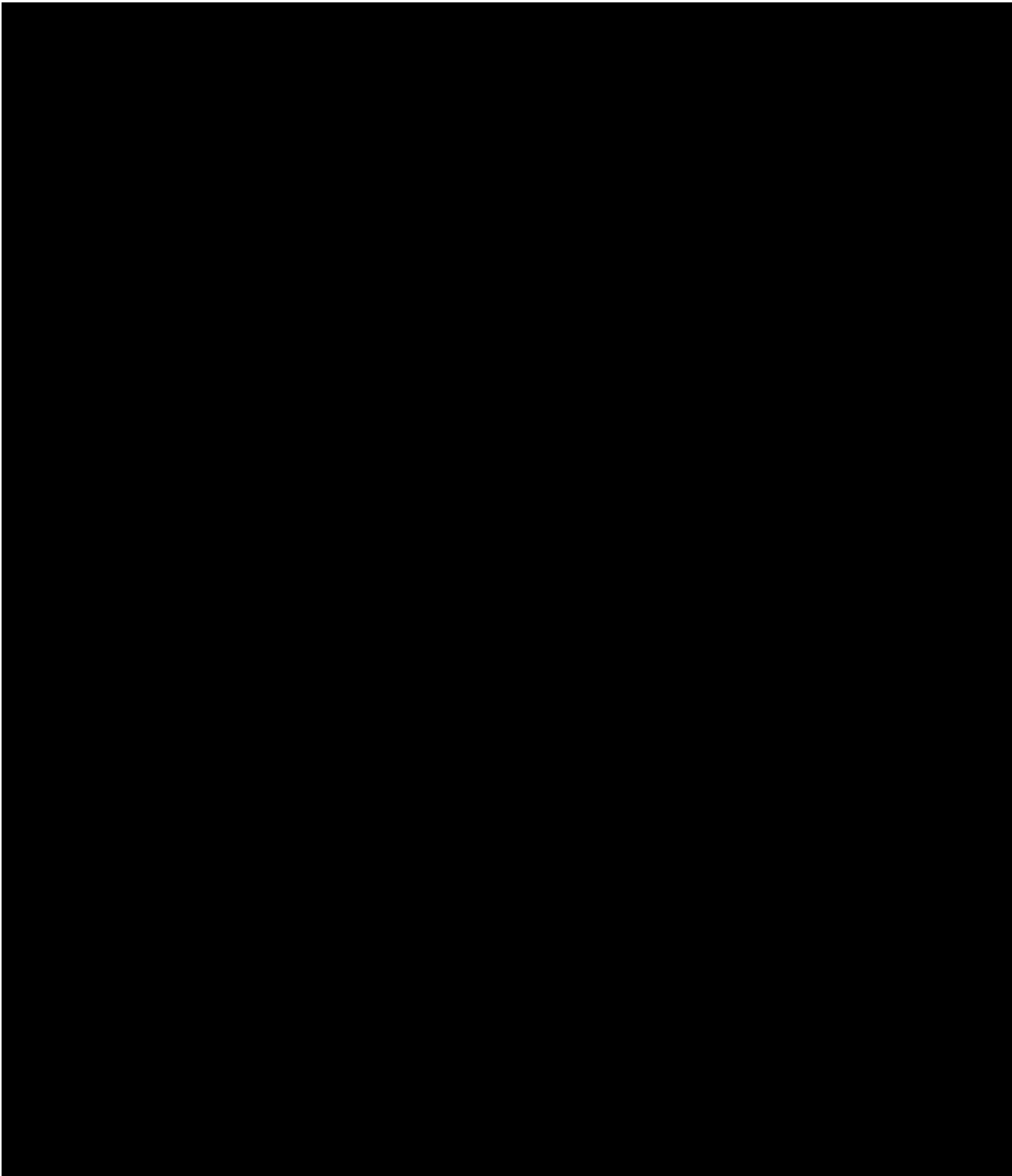
Classification: _____

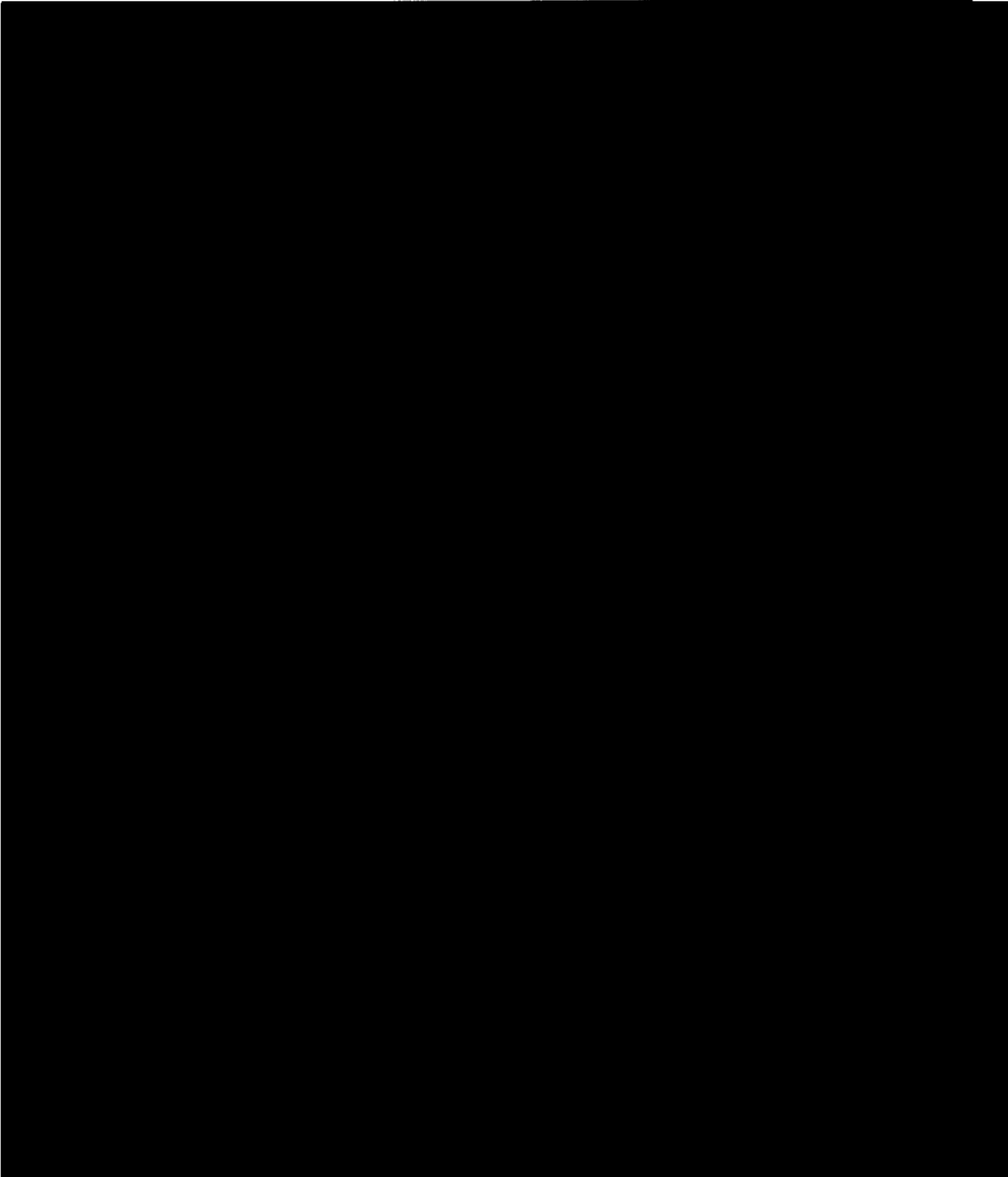
Name: _____

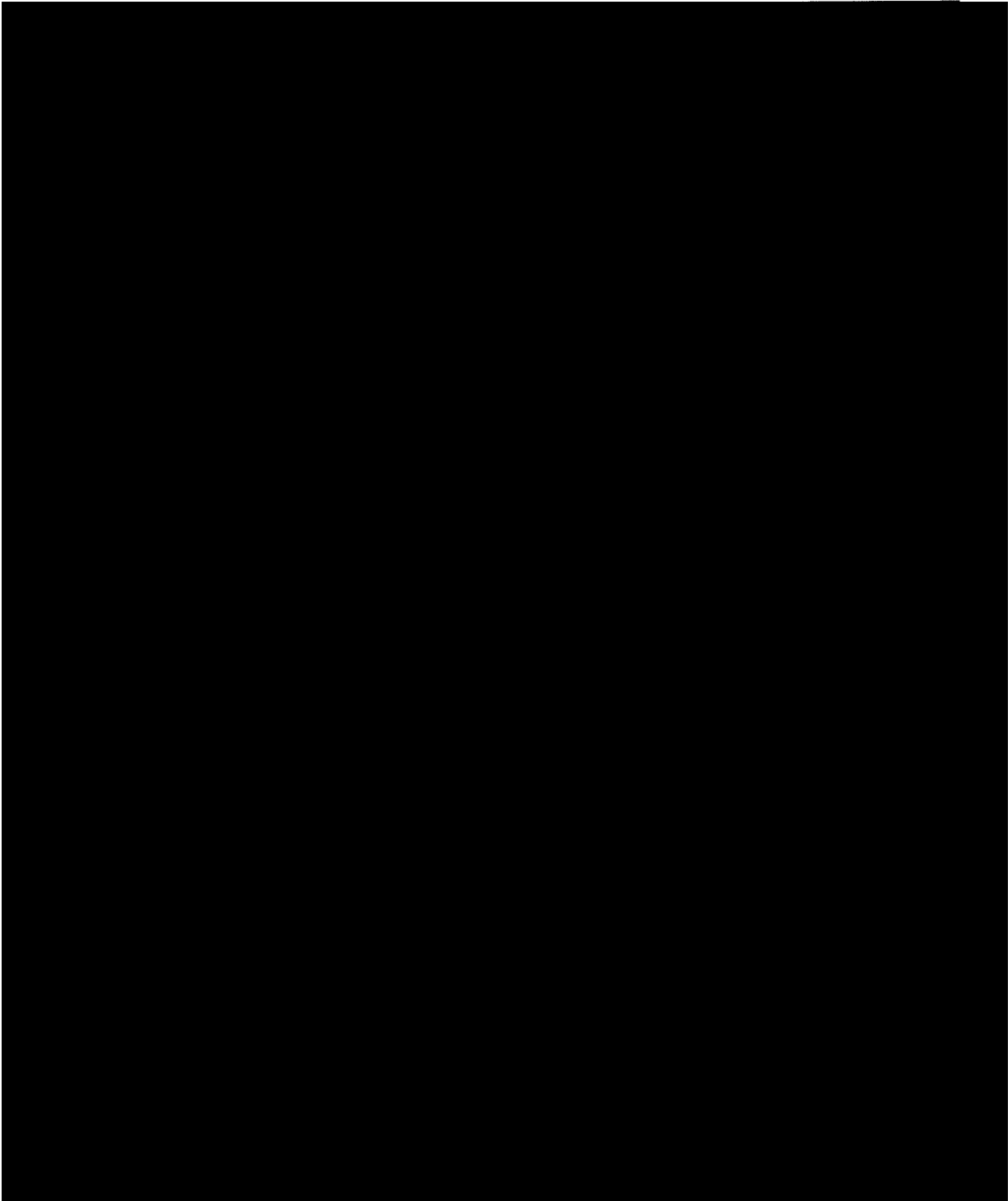
Classification: _____

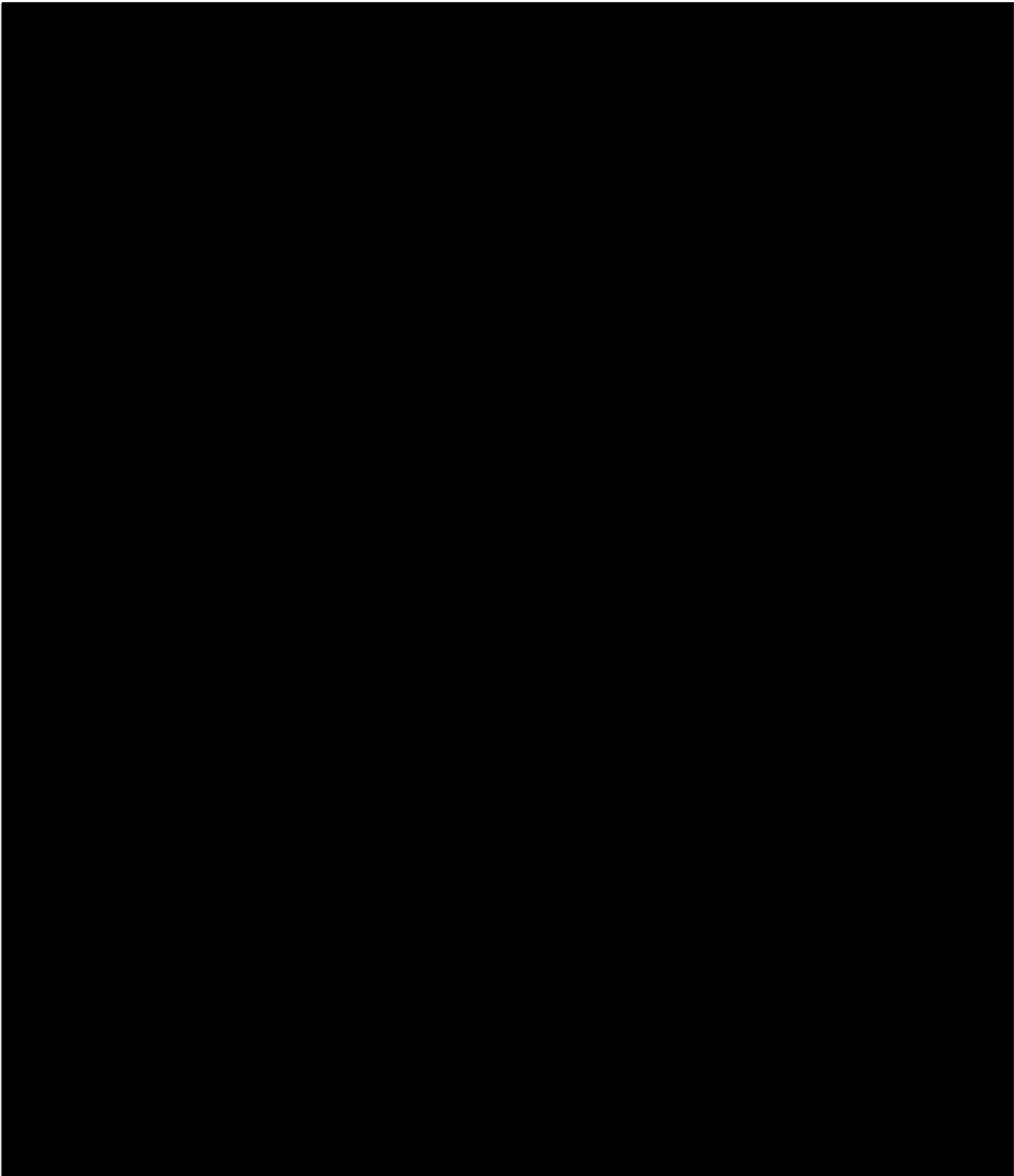
Name: _____

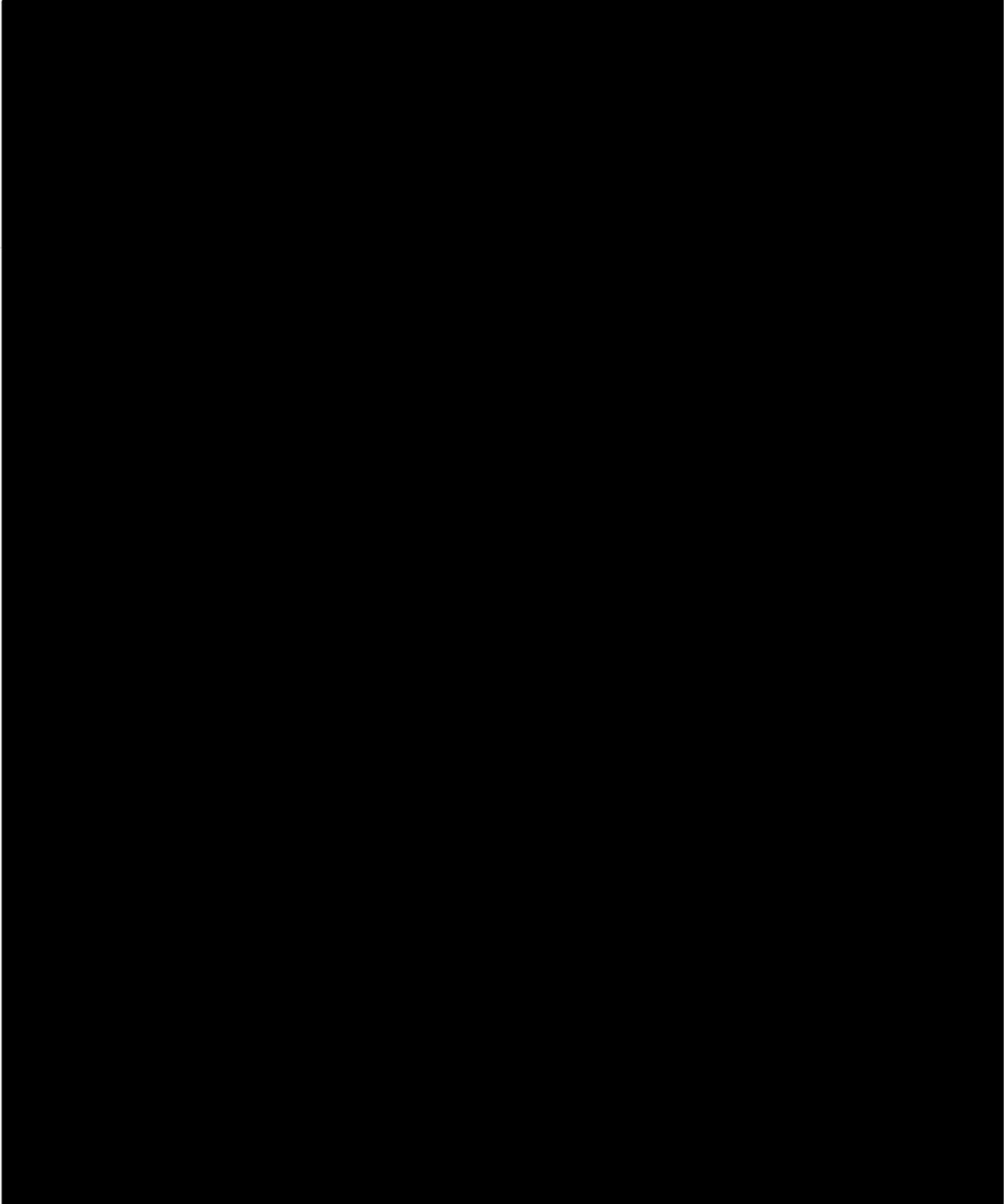
Classification: _____











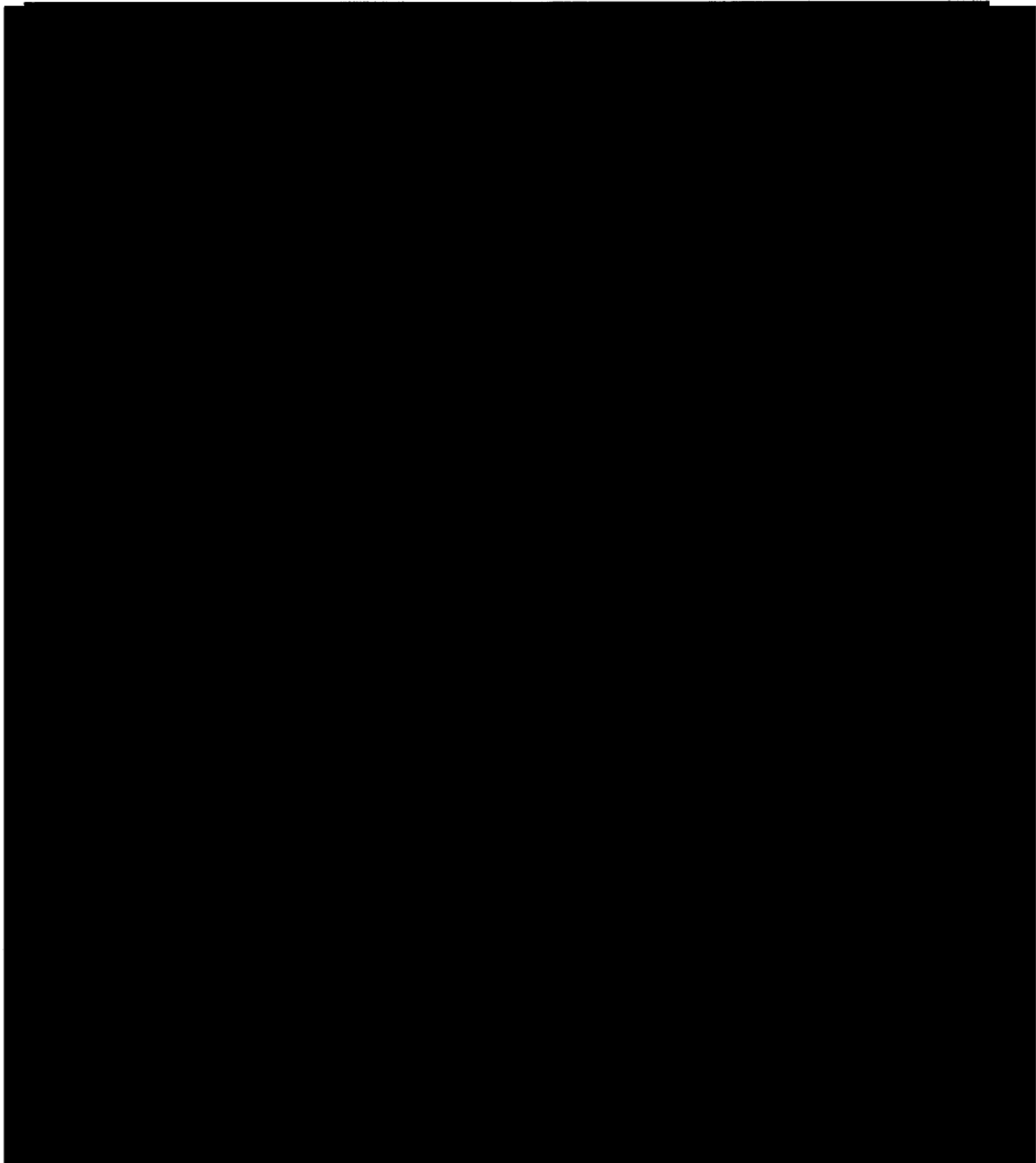


EXHIBIT F

Contract No. RR-14-4222

Wang Engineering, Inc

SCOPE OF SERVICES

PROJECT UNDERSTANDING

According to the four alternatives of the Corridor Concept Study, the mainline I-294 cross-section may be widened to include an additional lane and a wider median. The proposed improvements, ROW limits, clearance criteria, and maintenance of traffic demands along both I-294 and BNSF rail may call for raising both the bridge profile and I-204 roadway grade by at least 2.0 feet. Geotechnical work associated with the redesign of several existing adjacent structures may also be required.

Existing geological data suggest the project area is underlain by up to 15-foot thick weak, compressible, possibly organic soils accumulated in a poorly-drained sag area located between Tinley and Valparaiso moraines. Deeper foundation soil include glacial diamicton and/or gravely sand outwash. The bedrock is made up of dolostone and its top lies at depth of 30 to 75 feet below the natural ground surface.

FIELD WORK COORDINATION, PERMITTING, AND INSURANCE

The execution of the subsurface investigation program will call for utility clearance coordination with JULIE, Tollway, BNSF, Metra, and the Villages of Hinsdale and Western Springs. Access and work on BNSF or IDOT property will need permitting and insurance agreements. Drilling may necessitate traffic control coordination with Tollway and IDOT. Separate access, utility clearance, and schedule coordination may be required with Western Springs Department of Public Works, Spring Rock Park, Pierce Park, and Veeck Park.

ANTICIPATED SCOPE OF WORK

We anticipate the following structures will require drilling, laboratory testing, and geotechnical analyses and reporting:

BNSF RR over I-294 (Bridge 261): We understand the bridge may be lengthen and new abutments will be constructed behind the existing ones. To maintain rail traffic, a temporary shoofly likely will be needed, which will call for widening of the rail embankments (see below items B and C). Since the width of the new bridge including the shoofly may exceed 50 feet, structure geotechnical borings will be needed at each substructure location. As per AREMA requirements, 15-foot long bedrock cores should be taken at each substructure;

RR Embankment & RW (W of Bridge 261): Raising of the rail grade and widening of the rail embankment to accommodate the shoofly will necessitate analysis of embankment stability and/or design of retention and/or noise abatement structures. We recommend structure borings staggered at 100-foot intervals along the embankment. The geotechnical investigation should extend for about 2,000 feet away from Bridge 261. The embankment material will be sampled in shallow trenches hand-dug into its slope;

RR Embankment & RW (E of Bridge 261): Raising of the rail grade and widening of the rail embankment to accommodate the shoofly will require analysis of embankment stability and/or design of retention structures. We recommend structure borings staggered at 100-foot intervals along the embankment. The geotechnical investigation should extend for about 2,000 feet away from Bridge 261. The embankment material will be sampled in shallow trenches hand-dug into its slope;

EXHIBIT F

Contract No. RR-14-4222

I-294 over Flag Creek Culvert: Interim work for Bridge 261, prior to the I-294 mainline improvements, may call for mainline shoulder widening and extension of the culvert at both ends and construction of new head/wingwalls. Structure boring will be needed in each extension area;

BNSF RR over Flag Creek Culvert: We assume the culvert will have to be extended or reconstructed. Structure borings will be required at each end;

Hinsdale Metra Station: We understand the proposed changes to the railroad embankment may require temporary or new station platforms. To design the platform foundations we will the same borings drilled for the RR retaining/noise walls;

Western Springs Metra Station: We understand the proposed changes to the railroad embankment may call for temporary or new station platforms. To design the platform foundations we will the same borings drilled for the RR retaining/noise walls;

Detention/Compensatory Storage: We assume geotechnical drilling will be needed for the design of two detention/compensatory storage basins. We recommend drilling three borings per basin;

The subsurface investigation program is detailed in the attached table. Overall, Wang will drill and core 1,935 feet of soil and rock in 60 geotechnical boreholes.

GEOTECHNICAL ANALYSES AND REPORTING

As a first step, we propose preparing a Geotechnical Desk Study Report (GDSR) as per Tollway's 2015 Geotechnical Manual. Based on the report results Wang will adjust the anticipated field investigation program to increase its effectiveness. For the bridge and culverts that will require a TSL plan, Wang will prepare Structure Geotechnical Reports (SGRs). For the BNSF RR embankment/retaining wall analysis, we will prepare a separate SGR. Detention/compensatory storage basins and the Metra station platforms may be addressed by Geotechnical Letter Reports (GLRs). Thus, we anticipate one GDSR, four SGRs and two GLRs. Geotechnical Design Memoranda may be necessary to address complex foundation design issues or ground improvement, and are not included in the current scope of work.

BNSF RR BRIDGE OVER I-294 (MP 26.6)

PSB 14-3/002, RR-14-4222

GEOTECHNICAL INVESTIGATION PROGRAM

Wang P141234

Work Item	Description	SN	Drilling & Coring										Rig Days
			Structure Geometry (L; W; H)	SPT Borings	Obs Wells	ST Borings	Soil Drill	Rock Coring ¹⁾	Total Drill	Total Coring	Feet Drill & Core		
A	BNSF RR Over I-294	261	L>133; W>49	6	1		50	15	350	45	395	7	
B	RR Embankment/RW (W of Bridge 261) ²⁾		L=2,000; H<20	20		1	30		630		630	9	
C	RR Embankment/RW (East of Bridge 261) ²⁾		L=2,000; H<20	20		1	30		630		630	9	
D	I-294 over Flagg Creek Culvert		L>188	2			35		70		70	1	
E	BNSF over Flagg Creek Culvert		L>172	2			35		70		70	1	
I	Hinsdale Metra Station ³⁾			0			15		0		0	0	
J	Western Springs Metra Station ³⁾			0			15		0		0	0	
K	Detention/Compensatory Storage			6	1		20		140		140	2	
Totals				56	2	2			1,890	45	1,935	29	

Notes

- 1) One rock coring per substructure
- 2) Proposed boring depth is an average
- 3) Will use dual purpose borings

Work Item	Description	SN	Laboratory Testing						Reports		RR Flag/Traffic Ctrl			Tree Clearance	
			W	PS	AL	QU _{rk}	ST	MP	30%	Expln Night	ExpShld Day	ArtLn Day	RR Flag	Feet	Est Hrs 100 ft/hr
A	BNSF RR Over I-294	261	96	4	4	2			SGR 01	3			4	2000	20
B	RR Embankment/RW (W of Bridge 261) ²⁾		252	6	6		4		SGR 02				9	400	4
C	RR Embankment/RW (East of Bridge 261) ²⁾		252	6	6		4		SGR 03				9		
D	I-294 over Flagg Creek Culvert		28	2	2				SGR 04	1	1				
E	BNSF over Flagg Creek Culvert		28	0	0				SGR 05						
I	Hinsdale Metra Station ³⁾		0	0	0				LTR 01						
J	Western Springs Metra Station ³⁾		0	0	0				LTR 02						
K	Detention/Compensatory Storage		56	4	4				LTR 03						
			712	22	22	2	8			4	1	0	22	2,400	24

Notes

- 1) One rock coring per substructure
- 2) Proposed boring depth is an average
- 3) Will use dual purpose borings

EXHIBIT G

Contract No. RR-14-4222

Wang Engineering, 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-11-4014 (PSB 11-3, Item 2, EOWB) Wang 450-03-01	Geotechnical Engineering Services	\$1,519,000	91,123	Dec-15
I-11-4019 (PSB 12-5, Item 4, I-90) Wang 1400-01-01	Construction Engineering Services	\$100,000	\$36,626	Dec-15
RR-13-4116 (PSB 13-2, Item 1 I-88) Wang 342-07-01	Geotechnical Engineering Services	\$107,422	\$39,622	Dec-15
RR-12-4045 (PSB 12-3, Item 9, DUR) Wang 950-15-01	Geotechnical Engineering Services	\$167,759	\$8,000	Dec-15
I-13-5663 (PSB 13-2, Item 6, I-355) Wang 224-01-01	Geotechnical Engineering Services	\$77,021	\$11,880	Dec-15
RR-13-4614 (PSB 13-1, Item 21, EOWA DUR) Wang 255-29-XX	Geotechnical Engineering Services	\$200,000	\$100,000	Dec-15
D-91-424-12 (PTB 164-004, US 45) Wang 342-08-01	Geotechnical Engineering Services	\$171,937	\$113,937	Dec-15
P/D-92-001-11 (PTB 158-18, US 52) Wang 342-06-01/02	Geotechnical Engineering Services	\$1,809,370	\$198,800	Dec-15
D-91-227-13 (PTB 163/001, Circle Phase II) Wang 1100-04-01	Geotechnical Engineering Services	\$1,788,751	\$258,775	Dec-16
D-91-315-13 (PTB 168-008, Various) Wang 491-01-01	Geotechnical Engineering Services	\$100,000.00	\$100,000.00	Dec-15
D-91-408-11 (PTB 159-01, US45) Wang 630-08-01	Geotechnical Engineering Services	\$654,000.00	\$624,852.00	Dec-15
D-91-634-11, (PTB 161-018, Various) Wang 555-15-XX	Geotechnical Engineering Services	\$300,000.00	\$166,568.00	Dec-16

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1	<table border="0" style="width: 100%;"> <tr> <td style="width: 70%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 20%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor			Direct Costs			Services by Others			Additional Services **			Total this Subconsultant (ULC)	\$	-	6	<table border="0" style="width: 100%;"> <tr> <td style="width: 70%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 20%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor			Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-
Direct Labor																																	
Direct Costs																																	
Services by Others																																	
Additional Services **																																	
Total this Subconsultant (ULC)	\$	-																															
Direct Labor																																	
Direct Costs	\$	-																															
Services by Others	\$	-																															
Additional Services **	\$	-																															
Total this Subconsultant (ULC)	\$	-																															
2	<table border="0" style="width: 100%;"> <tr> <td style="width: 70%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 20%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor			Direct Costs			Services by Others			Additional Services **			Total this Subconsultant (ULC)	\$	-	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="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="text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor	\$	-	Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-
Direct Labor																																	
Direct Costs																																	
Services by Others																																	
Additional Services **																																	
Total this Subconsultant (ULC)	\$	-																															
Direct Labor	\$	-																															
Direct Costs	\$	-																															
Services by Others	\$	-																															
Additional Services **	\$	-																															
Total this Subconsultant (ULC)	\$	-																															
3	<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="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="text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor	\$	-	Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-	8	<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="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="text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor	\$	-	Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-
Direct Labor	\$	-																															
Direct Costs	\$	-																															
Services by Others	\$	-																															
Additional Services **	\$	-																															
Total this Subconsultant (ULC)	\$	-																															
Direct Labor	\$	-																															
Direct Costs	\$	-																															
Services by Others	\$	-																															
Additional Services **	\$	-																															
Total this Subconsultant (ULC)	\$	-																															
4	<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="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="text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor	\$	-	Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-	9	<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="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="text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor	\$	-	Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-
Direct Labor	\$	-																															
Direct Costs	\$	-																															
Services by Others	\$	-																															
Additional Services **	\$	-																															
Total this Subconsultant (ULC)	\$	-																															
Direct Labor	\$	-																															
Direct Costs	\$	-																															
Services by Others	\$	-																															
Additional Services **	\$	-																															
Total this Subconsultant (ULC)	\$	-																															
5	<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="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="text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor	\$	-	Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-	10	<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="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="text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor	\$	-	Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-
Direct Labor	\$	-																															
Direct Costs	\$	-																															
Services by Others	\$	-																															
Additional Services **	\$	-																															
Total this Subconsultant (ULC)	\$	-																															
Direct Labor	\$	-																															
Direct Costs	\$	-																															
Services by Others	\$	-																															
Additional Services **	\$	-																															
Total this Subconsultant (ULC)	\$	-																															

** 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: \$ -