

RESOLUTION NO. 21749


Background

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 20761 approved July 23, 2015, entered into an Agreement with Gannett Fleming, Inc. (formerly Bowman, Barrett & Associates, Inc.) on Contract RR-14-4222 for Design Services, on the Tri-State Tollway (I-294) at Mile Post 26.6 (Burlington Northern Santa Fe (BNSF) Railroad Bridge).

Per Tollway request, Gannett Fleming, Inc. (formerly Bowman, Barrett & Associates, Inc.) has submitted a proposal to provide Supplemental Design Services for Contract RR-14-4222, increasing the contract upper limit by \$330,402.58, from \$6,891,121.51 to \$7,221,524.09. It is necessary and in the best interest of the Tollway to accept the proposal from Gannett Fleming, Inc. (formerly Bowman, Barrett & Associates, Inc.).

Resolution

The Chief Engineering Officer is authorized to negotiate a Supplemental Agreement with Gannett Fleming, Inc. (formerly Bowman, Barrett & Associates, Inc.) consistent with the aforementioned proposal to increase the contract upper limit by \$330,402.58, subject to the approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 

Chairman

RR-14-4222

Unified Certification Program - Search

Contractor Details

Browse F.A.Q. Sheet (/UCP/Search/Help)

Print

**ABNA Engineering,
Inc.**

Nicole Adewale
4140 Lindell Blvd.
St. Louis, MO 63108

County:

Out-of-State

Email: aadewale@abnacorp.com

Phone: (314)-454-0222

Fax: (314)-454-1235

Categories: Architecture\Engineering

NAICS	Speciality
541330-Engineering Services	541330- HIGHWAY STRUCTURE: TYPICAL
541370-Surveying & Mapping (except Geophysical) Serv.	AERONAUTICS: DESIGN ENGINEERING SERVICES CONSTRUCTION INSPECTION
541620-Environmental Consultant Services	ELECTRICAL ENGINEERING TRAFFIC SIGNALS RAILWAY ENGINEERING LOCATION DRAINAGE LIGHTING: TYPICAL STUDIES: FEASIBILITY HIGHWAY STRUCTURE: SIMPLE WATERWAYS: COMPLEX WATERWAYS: TYPICAL ROADS AND STREETS FREEWAYS RECONSTRUCTION/MAJOR REHABILITATION NEW CONSTRUCTION/MAJOR RECONSTRUCTION STUDIES: SAFETY REHABILITATION SUBSURFACE UTILITY ENGINEERING 541370- SURVEYING 541620- SANITARY ENGINEERING

RR-14-4222

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

EFK Moen, LLC**Email:** lmoen@efkmoen.com

Linda Moen

Phone: (618) 206-4250

303 Fountains Pkwy., Ste. 240

Fax: (618) 206-4253

240

Fairview Heights, IL

62208

County:

Out-of-State

Categories: Architecture\Engineering**NAICS****Speciality**541330-Engineering
Services541330- NEW
CONSTRUCTION/MAJOR541370-Surveying &
Mapping (except
Geophysical) Serv.RECONSTRUCTION
HIGHWAY STRUCTURE: SIMPLE
HIGHWAY STRUCTURE: TYPICAL
WATERWAYS: TYPICAL
STUDIES: FEASIBILITY
REHABILITATION
SUBSURFACE UTILITY
ENGINEERING
STUDIES: TRAFFIC
LOCATION DRAINAGE
RECONSTRUCTION/MAJOR
REHABILITATION
ROADS AND STREETS
FREEWAYS
TRAFFIC SIGNALS
CONSTRUCTION INSPECTION
STUDIES: SAFETY
541370- SURVEYING

PR-14-4222

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Print

**Sanchez &
Associates, P.C.**

Gerardo P. Sanchez
8604 W. Catalpa Ave.,
Ste. 912
Chicago, IL 60656

County: Cook

Email: gpsanchez@sanchezsurveying.com

Phone: (773) 444-0144

Fax: (847) 232-3104

Categories: Architecture\Engineering, Construction

NAICS

238910-Site Preparation
Contractors
541370-Surveying &
Mapping (except
Geophysical) Serv.

Speciality

238910- MISC:
CONSTRUCTION LAYOUT
AND STAKING
541370- SURVEYING

RR-14-4222

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Contractor Details

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Print

Wang Engineering, Inc. **Email:** pwang@wangeng.com
Phone: (630) 953-9928
 Paul Wang **Fax:** (630) 953-9938
 1145 N. Main St.
 Lombard, IL 60148

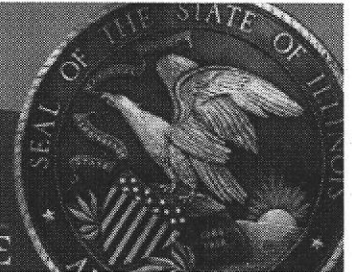
County: DuPage

Categories: Architecture\Engineering

NAICS	Speciality
541330-Engineering Services	541330- CONSTRUCTION INSPECTION
541360-Geophysical Surveying & Mapping Services	QA HMA & AGGREGATE QA PCC & AGGREGATE 541360- GENERAL GEOTECHNICAL SERVICES SUBSURFACE EXPLORATIONS COMPLEX GEOTECHNICAL/MAJOR FOUNDATION STRUCTURE GEOTECHNICAL REPORTS

OFFICE OF THE ILLINOIS SECRETARY OF STATE

JESSE WHITE
SECRETARY OF STATE



CORPORATION FILE DETAIL REPORT

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

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(One Certificate per Transaction)

BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE

Bailey, Shanel

From: Bailey, Shanel
Sent: Wednesday, March 20, 2019 8:55 AM
To: Bailey, Shanel
Subject: Bowman, Barrett & Associates, Inc. [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 08:15 03/20/19

ACTION: S

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

DISCLAIMER:
AS OF 03/20/19 AT 08:53 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ** [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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Bailey, Shanel

From: Bailey, Shanel
Sent: Wednesday, March 20, 2019 8:48 AM
To: Bailey, Shanel
Subject: ABNA of Illinois Inc. - [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 08:15 03/20/19

ACTION: S

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

DISCLAIMER:

AS OF 03/20/19 AT 08:46 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *** [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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Bailey, Shanel

From: Bailey, Shanel
Sent: Wednesday, March 20, 2019 8:51 AM
To: Bailey, Shanel
Subject: Christopher B. Burke, Engineering, Ltd. - [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 08:15 03/20/19

ACTION: S

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

DISCLAIMER:
AS OF 03/20/19 AT 08:49 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *** [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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Bailey, Shanel

From: Bailey, Shanel
Sent: Wednesday, March 20, 2019 8:53 AM
To: Bailey, Shanel
Subject: Sanchez & Associates, PC - [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 08:15 03/20/19

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 03/20/19 AT 08:51 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER **** [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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DESIGN SECTION ENGINEER
SECOND SUPPLEMENTAL AGREEMENT

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

W I T N E S S E T H:

WHEREAS, the TOLLWAY selected the DESIGN SECTION ENGINEER from **PSB 14-3, Item 2**, and DESIGN SECTION ENGINEER entered into an agreement on **June 23, 2015**, to provide design section engineering services (hereinafter "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, additional supplemental Services are necessary due to the increased scope of the work; and

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

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

ARTICLE I

General Provisions

Except as modified or changed herein, all terms, provisions and conditions contained in the original agreement between the TOLLWAY and the DESIGN SECTION ENGINEER dated **July 23, 2015** ("Original Agreement") and commonly referred to as Contract No. **RR-14-4222**, shall govern this agreement and be in full force and effect, however, any changes to multipliers, unit costs, prices and/or rates of compensation shall only be applied to Services rendered solely under this Supplement pursuant to changes in the scope of work. The supplemental proposal attached as Exhibit "1" is hereby made a part of this Supplemental Agreement.

ARTICLE II

Time of Performance

The DESIGN SECTION ENGINEER shall perform the services herein in

accordance with the schedule included at Exhibit "A" in the attached proposal.

ARTICLE III

Reaffirmation of Original Agreement

All covenants and agreements contained in the Original Agreement made and entered into by and between the TOLLWAY and DESIGN SECTION ENGINEER and all prior Supplemental Agreements, if any, to provide Services for Contract No. **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** are reaffirmed and shall govern this Agreement as if fully set forth herein, it being the intent that this Agreement shall be a supplement to said agreement(s).

ARTICLE IV

Record Retention and Audit

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

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

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

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

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

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

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

ARTICLE V

Compensation

The upper limit of compensation for said supplemental Services for Contract No. **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** performed by the DESIGN SECTION ENGINEER under the Original Agreement and including the services set forth herein, is hereby increased from **\$6,891,121.51** by **\$330,402.57** to **\$7,221,524.08**.

ARTICLE VI

Report of a Change in Circumstances

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

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

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

ARTICLE VII

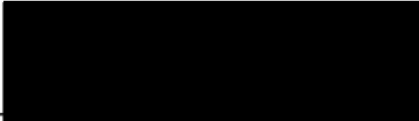
EXPATRIATED ENTITIES

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

IN WITNESS WHEREOF, the parties hereto have executed this **SECOND SUPPLEMENTAL AGREEMENT** for **RR-14-4222** the day and year first above written.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY

GANNETT FLEMING, INC.
(formerly Bowman, Barrett &
Associates, Inc.)

By 
Signature
Chair/Acting Executive Director
Willard Evans, Jr./~~Kevin Artl~~

6/6/19
Date


JOSE ALVAREZ

Vice President
~~President~~-Signature

4/8/2019
Date

James M. Daum
Printed Name as Signed Above

APPROVED:


Chief Financial Officer - Signature
Michael Colsch

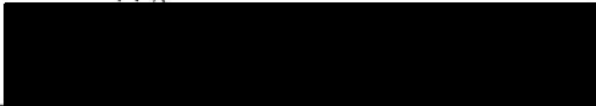
5/29/19
Date

APPROVED:


General Counsel - Signature

5/23/19
Date

Approved as to Form and Constitutionality


Attorney General, State of Illinois - Signature

5/22/19
Date

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

FOR CONTRACT NUMBER RR-14-4222

This proposal, dated March 1, 2019, is submitted by Gannett Fleming Inc. of Chicago, Illinois for Design Section Engineer's Service.

DESCRIPTION/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.

REAFFIRMATION OF ORIGINAL AGREEMENT

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

SCOPE OF SUPPLEMENTAL DESIGN ENGINEERING SERVICES

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

FEE PROPOSAL

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

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

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

AGREEMENT LIMITS

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

The Upper Limit Compensation shall be increased

from \$ 6,891,121.51 by \$ 330,402.57 to \$ 7,221,524.08.

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

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

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

conditions of this Section and the TOLLWAY shall be entitled to enforce a breach of that contract.

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

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

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

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

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

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

PARTIAL PAYMENTS

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

REVISIONS TO SUPPLEMENTAL SCOPE OF WORK

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

THIS PROPOSAL FOR SUPPLEMENTAL DESIGN SECTION ENGINEERING
SERVICES FOR

CONTRACT RR-14-4222

SUBMITTED BY:

FIRM NAME: Gannett Fleming, Inc.

ADDRESS: 130 E. Randolph Street, Suite 2650

CITY, STATE &
ZIP CODE: Chicago, Illinois 60601

TELEPHONE: 312-228-0100

FACSIMILE: 312-228-0706

SIGNED BY: 

PRINTED NAME: James Daum

TITLE: Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/14/2019

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

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

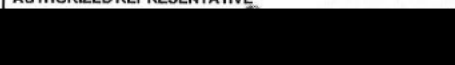
PRODUCER Gunn-Mowery P.O. Box 900 Camp Hill PA 17001-0900	CONTACT NAME: Janice Bolton	
	PHONE (A/C, No, Ext): 717-761-4600, Ext. 3031	FAX (A/C, No): 717-761-6159
E-MAIL ADDRESS: JBolton@GunnMowery.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: PA Manufacturers Indemnity Co.		41424
INSURER B: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

COVERAGES **CERTIFICATE NUMBER:** 1076164563 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	3019012907384A	2/1/2019	2/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	1519012907384A	2/1/2019	2/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	N11004507002	2/1/2019	2/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	2019012907384A	2/1/2019	2/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Blanket Additional Insured applies per written contract.
1002-064883 Tollway RR-14-4222, BNSF RR over I-294. The following are considered as Additional Insureds for General Liability and Automobile Liability policies as per written contract: Illinois State Toll Highway Authority. Coverages apply on a Primary and Non-Contributory basis per policy language. [BB&A Project Number: 1303]

CERTIFICATE HOLDER ILLINOIS STATE TOLL HIGHWAY AUTHORITY 2700 OGDEN AVENUE DOWNERS GROVE IL 60515	CANCELLATION 90 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

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

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

However:

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

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

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

Named Insured:

Endorsement Effective Date:

SCHEDULE

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

6/1/2019

DATE (MM/DD/YYYY)

3/14/2019

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

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


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

COVERAGES + CERTIFICATE NUMBER: 15780623 **REVISION NUMBER:** XXXXXXX

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

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

DESCRIPTION OF OPERATIONS / LOGATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
 1002-064883 Tollway RR-14-4222, BNSF RR over I-294 [BB&A Project Number: 1303]

CERTIFICATE HOLDER 15780623 ILLINOIS STATE TOLL HIGHWAY AUTHORITY 2700 OGDEN AVENUE DOWNERS GROVE IL 60515	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Contract Information Sheet

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

Consultant Name: Gannett Fleming, Inc.

Contract Number: RR-14-4222

Proposal Date: 3/1/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract No.: RR-14-4222

Consultant: Gannett Fleming, Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

$$\frac{1,668.00}{\text{(Total Work Hours from Exhibit C-2)}} \times \$ \frac{44.30}{\text{(Average Hourly Rate from Exhibit C-2)}} = \text{TOTAL DIRECT SALARY } \$ \underline{73,892.40}$$

Multiplier to be used on this project:

Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)

2.80

DIRECT REGULAR SALARY TIMES MULTIPLIER \$ 206,898.72

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS _____

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ 85,225.05

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) \$ 38,278.80

TOTAL SERVICES BY OTHERS \$ 123,503.85

D. ADDITIONAL SERVICES (Prime Consultant)

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

(Requires prior authorization before use)

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 330,402.57

Contract No.: RR-14-4222 Consultant: Gannett Fleming, Inc.

Date: 3/1/2019

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 6 No. OF MONTHS
 SCHEDULED START DATE: 3/1/2019
 RAISE DATE: 8/31/2019
 PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

3/1/2019	-	8/31/2019						
Date		Date	Date	Date	Date	Date	Date	Date
6.0		6.0						6.0
100.00%								
Factor First Period		Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period			

ESCALATION PER YEAR Year 6 through 10

	-							
Date		Date	Date	Date	Date	Date	Date	Date
6.0		6.0						6.0
Escalation Factor Sixth Period		Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period			

The escalation factor for this project is: 100.00%

Contract No.: RR-14-4222

Consultant: Gannett Fleming, Inc.

Date: 3/1/2019

EXHIBIT C-3

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	Engineer VIII	Anderson, Ross	\$50 - \$70
	Engineer VIII	Daum, James	
Project Manager	Engineer VII	Brescia, Donato	\$40 - \$70
	Engineer VII	Filice, Daniel	
	Engineer VII	Hessenthaler, E.G.	
	Engineer VII	Hosanna, Joseph	
	Engineer VII	Loo, Jason	
	Engineer VII	Moses, D. David	
Senior Engineer/Planner	Engineer VI	Leary, John	\$40 - \$70
	Engineer VI	Rose, Robert	
	Engineer VI	Rudnicki, Richard	
Resident Engineer	Engineer V	Christensen, Jordan	\$40 - \$70
	Engineer V	Coronado, Oscar	
	Engineer V	Kibbons, James	
Project Engineer/Planner □	Engineer IV	Adan, Rosalva	\$25 - \$60
	Engineer IV	Crader, Bryan	
	Engineer IV	Issa, Samaan	
	Engineer IV	Lopez, Octavio	
Staff Engineer/Planner	Engineer I/II	Darckus, Domantas	\$20 - \$40
	Engineer I/II	Starzyk, Josua	
Engineer /Accountant	Engineer III	Kay, Emma	\$20 - \$60
Senior Technical Specialist	CADD Technician III	Davis, Raymond	\$25 - \$60
	CADD Technician III	Panganiban, Eugenie	

Contract No.: RR-14-4222

Consultant: Gannett Fleming, Inc.

Date: 3/1/2019

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
	CADD Technician III	Reglos, Marinela	
	Arch/Eng Technicain III	Dersch, C. Edward	
	Arch/Eng Technicain III	Mueller, Laura	
	Arch/Eng Technicain II	Kacmarek, Michael	
	Arch/Eng Technicain II	Kalinin, Igor	
	Inspector II	Barrett, Thomas	
Technical Specialist			\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical	Administrative Assistant	Mott, Margaret	\$8.25 - \$40

ALLOWABLE DIRECT COSTS

09.12.2018

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

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

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

NOTES:

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

Contract No.: RR-14-4222

Consultant: Gannett Fleming, 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: _____

Documentation Engineer: _____

Project Civil Engineer: James Kibbons, PE

Project Structural Engineer: John Leary, PE, SE

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Ross Anderson, PE

Classification: Engineer VIII

Name: Joseph Hosanna, SE

Classification: Engineer VII

Name: _____

Classification: _____

Name: _____

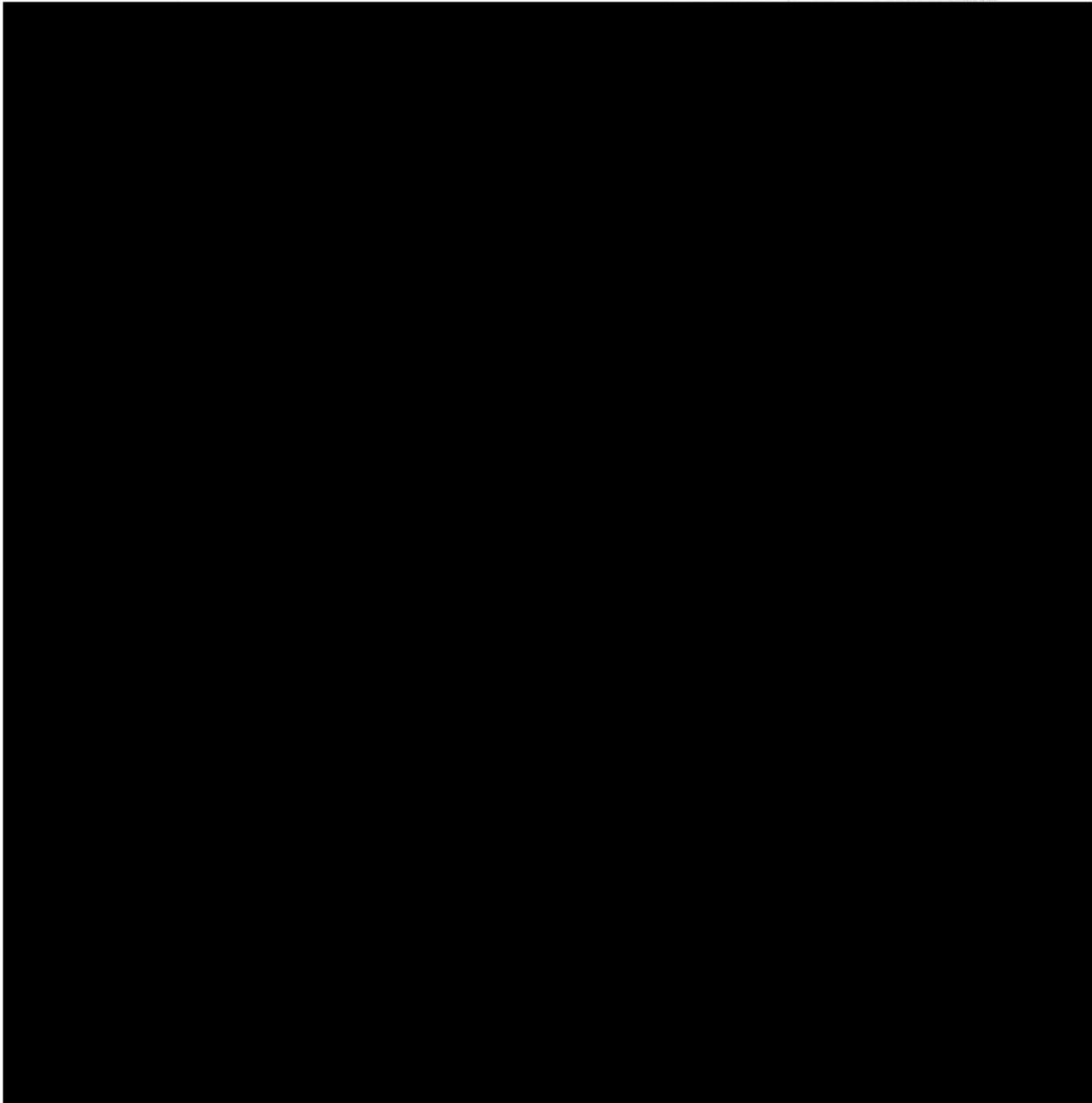
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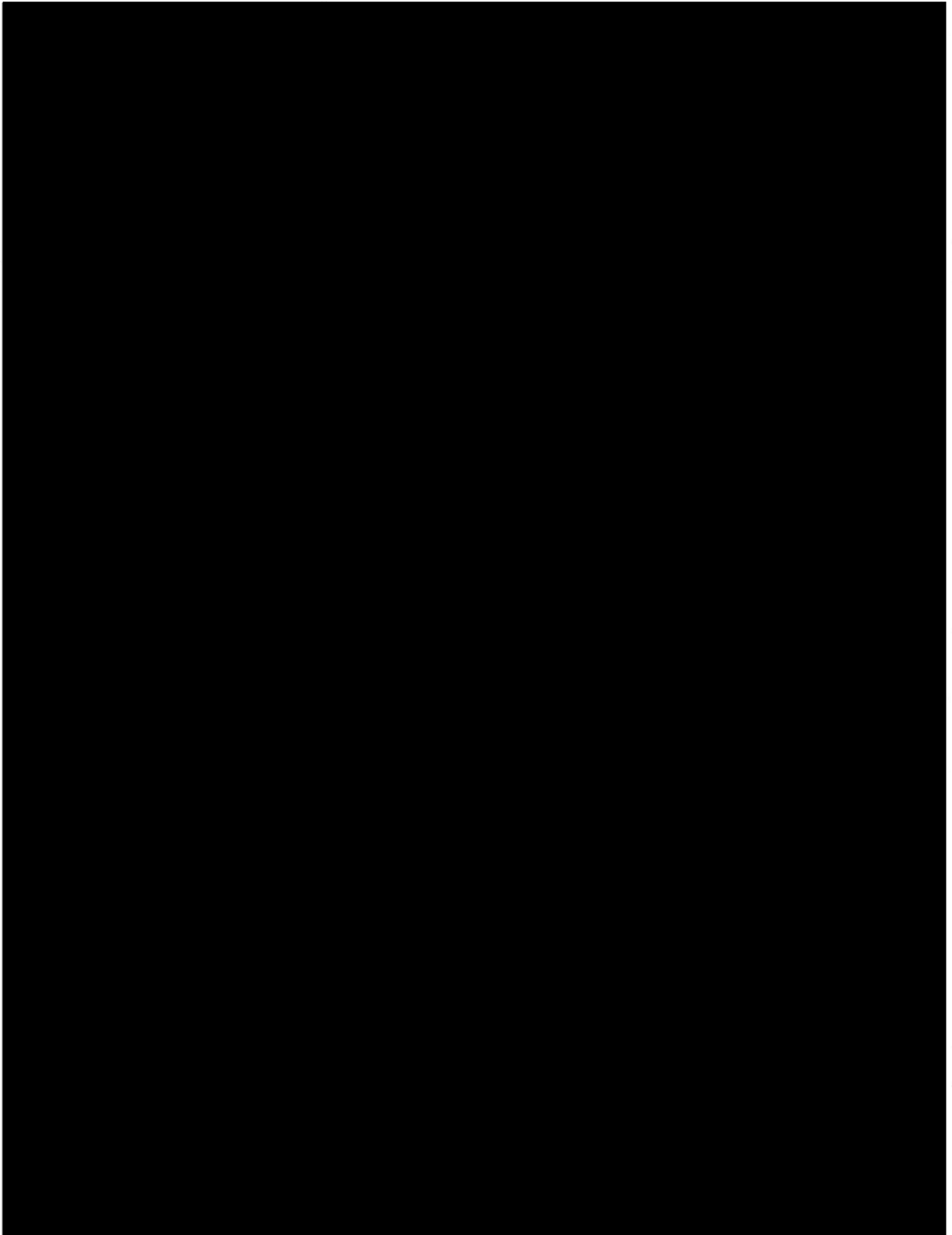


Excellence Delivered As Promised

James Daum, PE

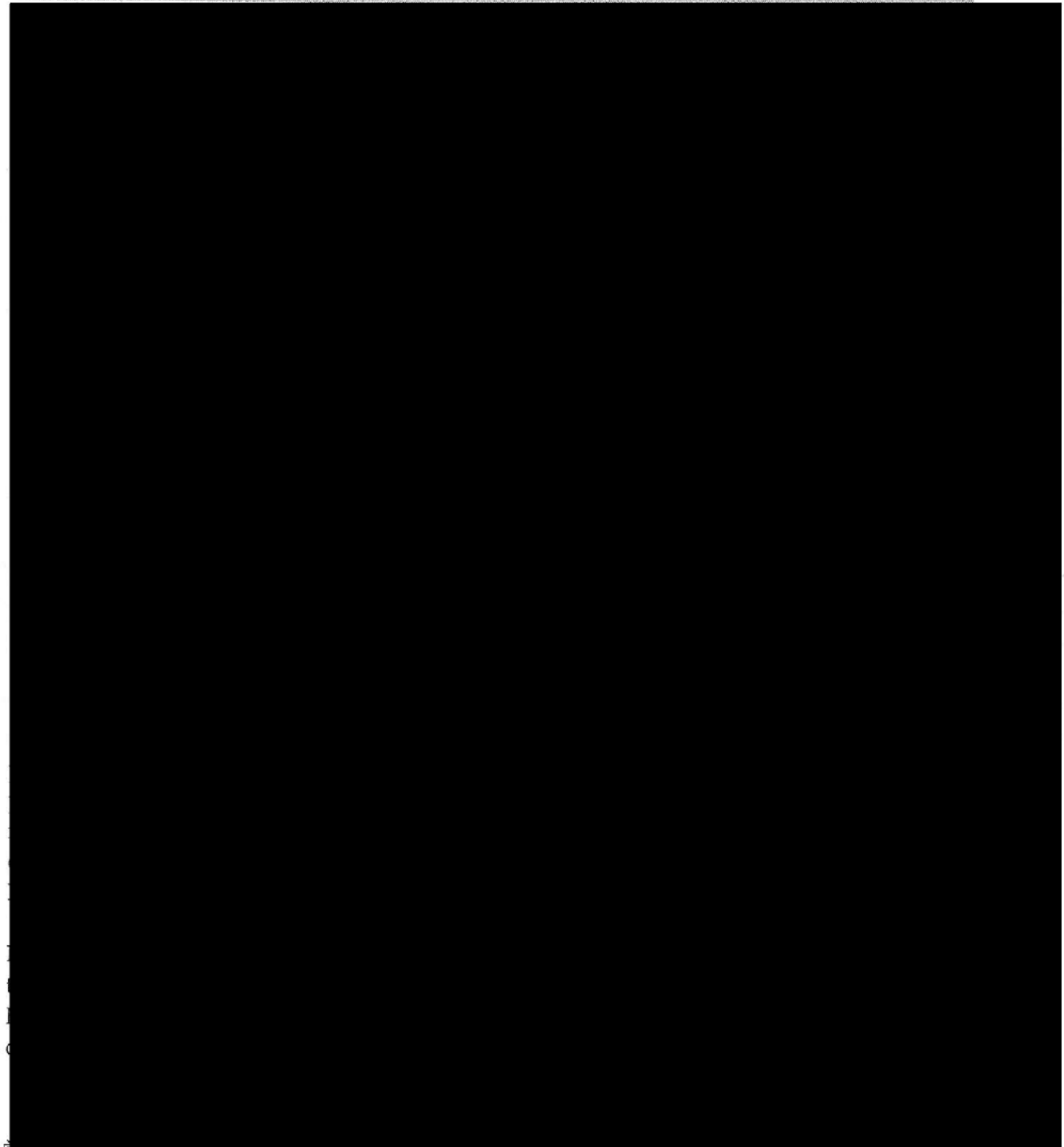
Project Principal

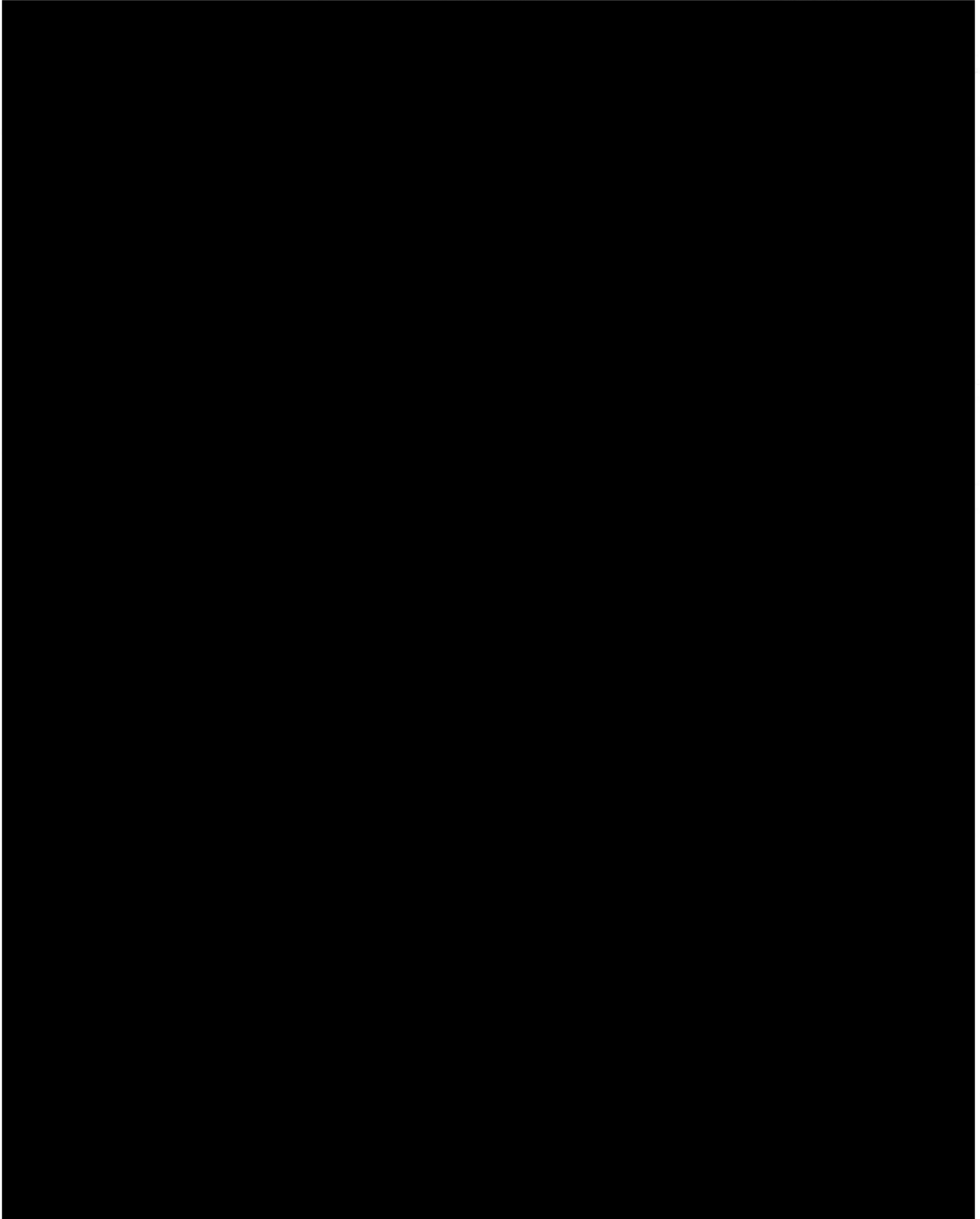




Daniel Filice, PE, SE

Project Manager

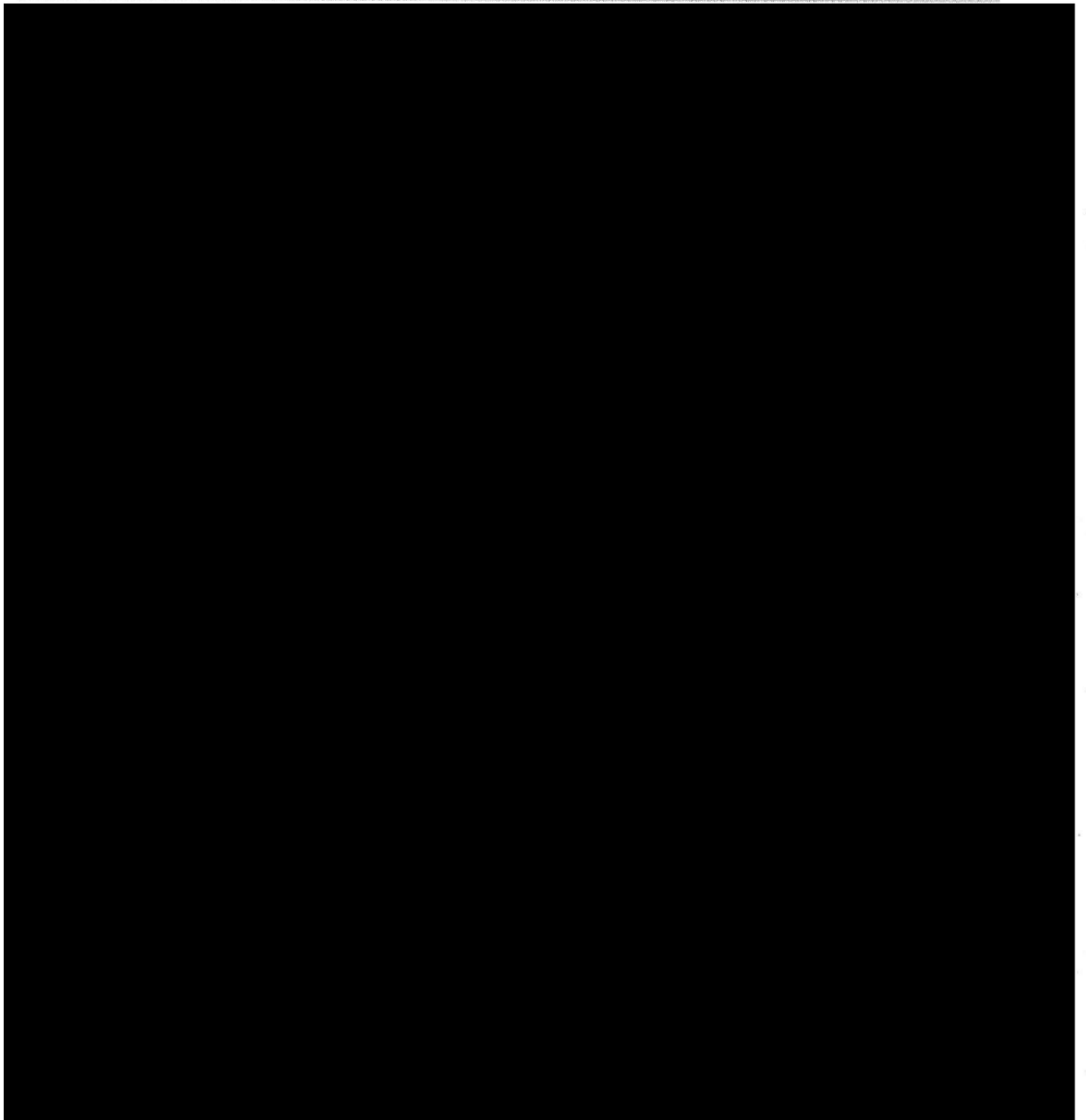


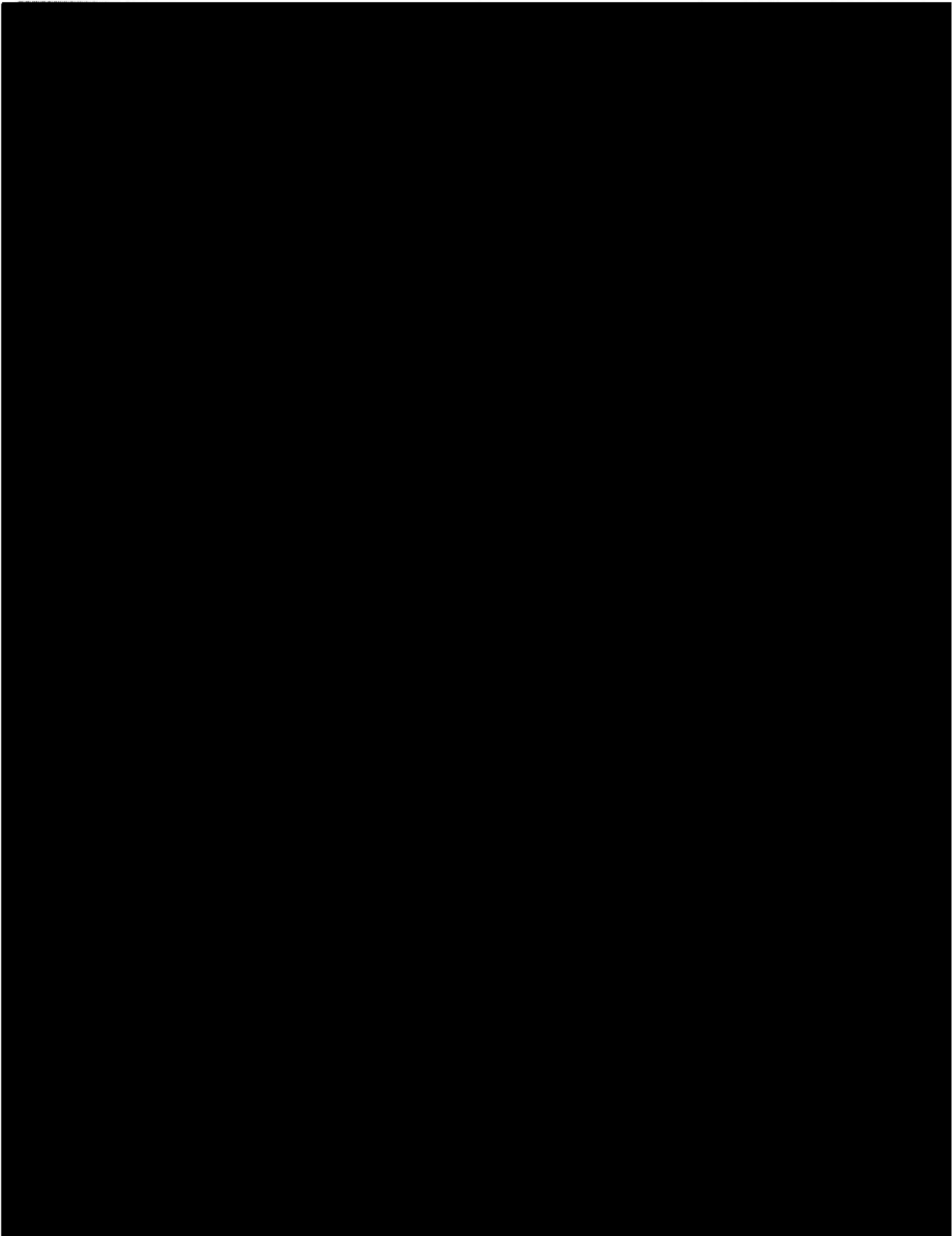




Excellence Delivered As Promised

D. David Moses, PE

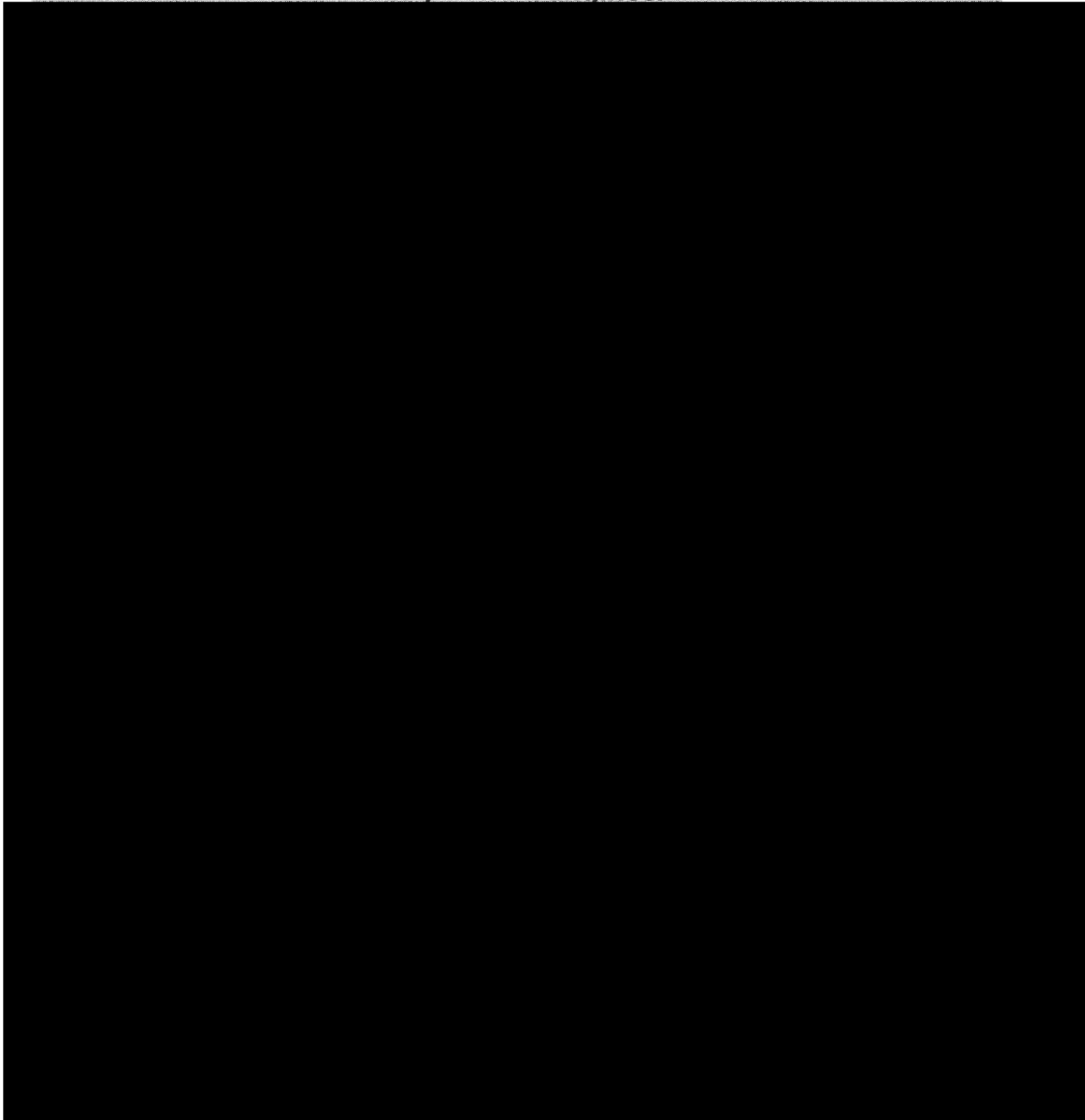


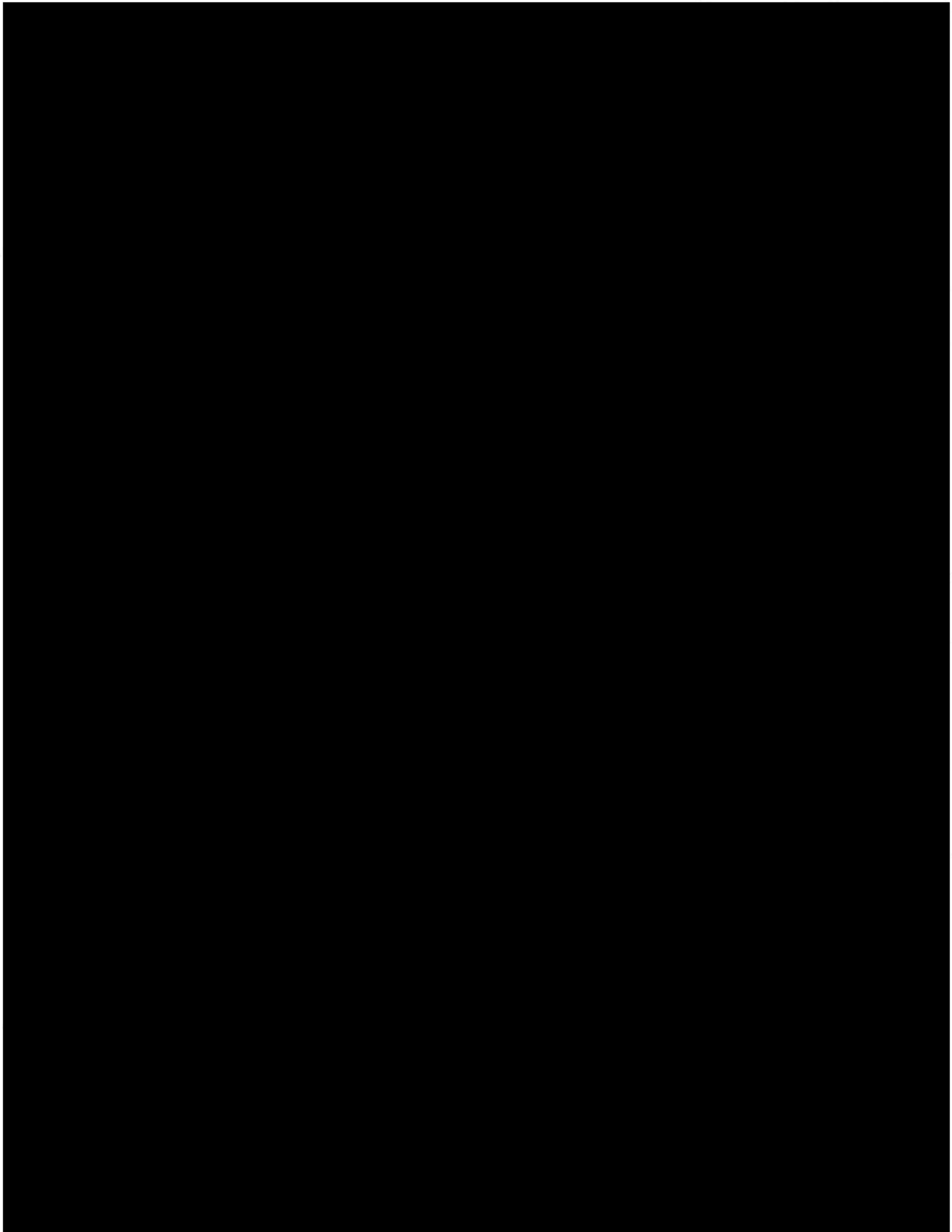


Excellence Delivered As Promised

James Kibbons, PE

Project Civil Engineer



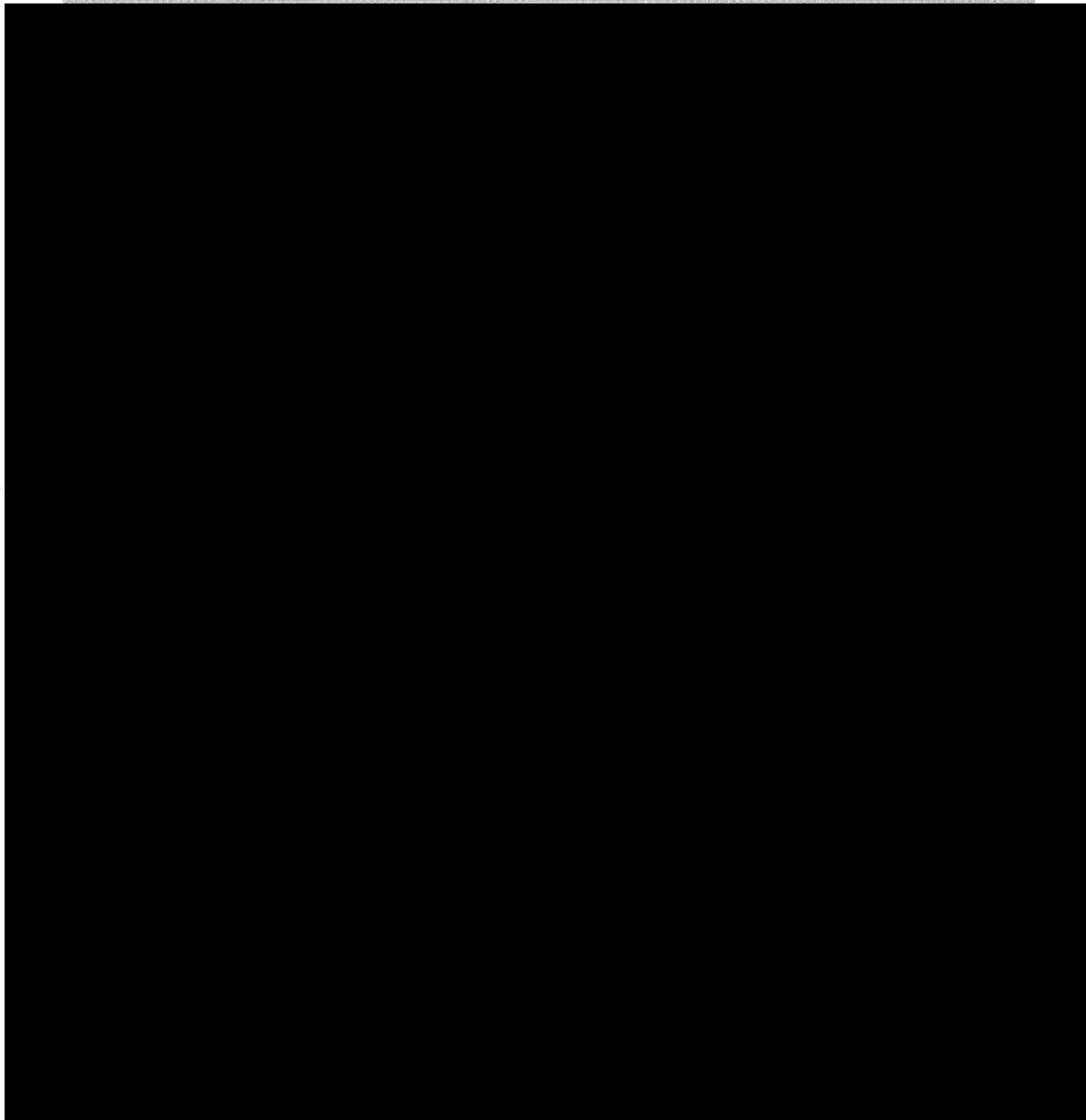


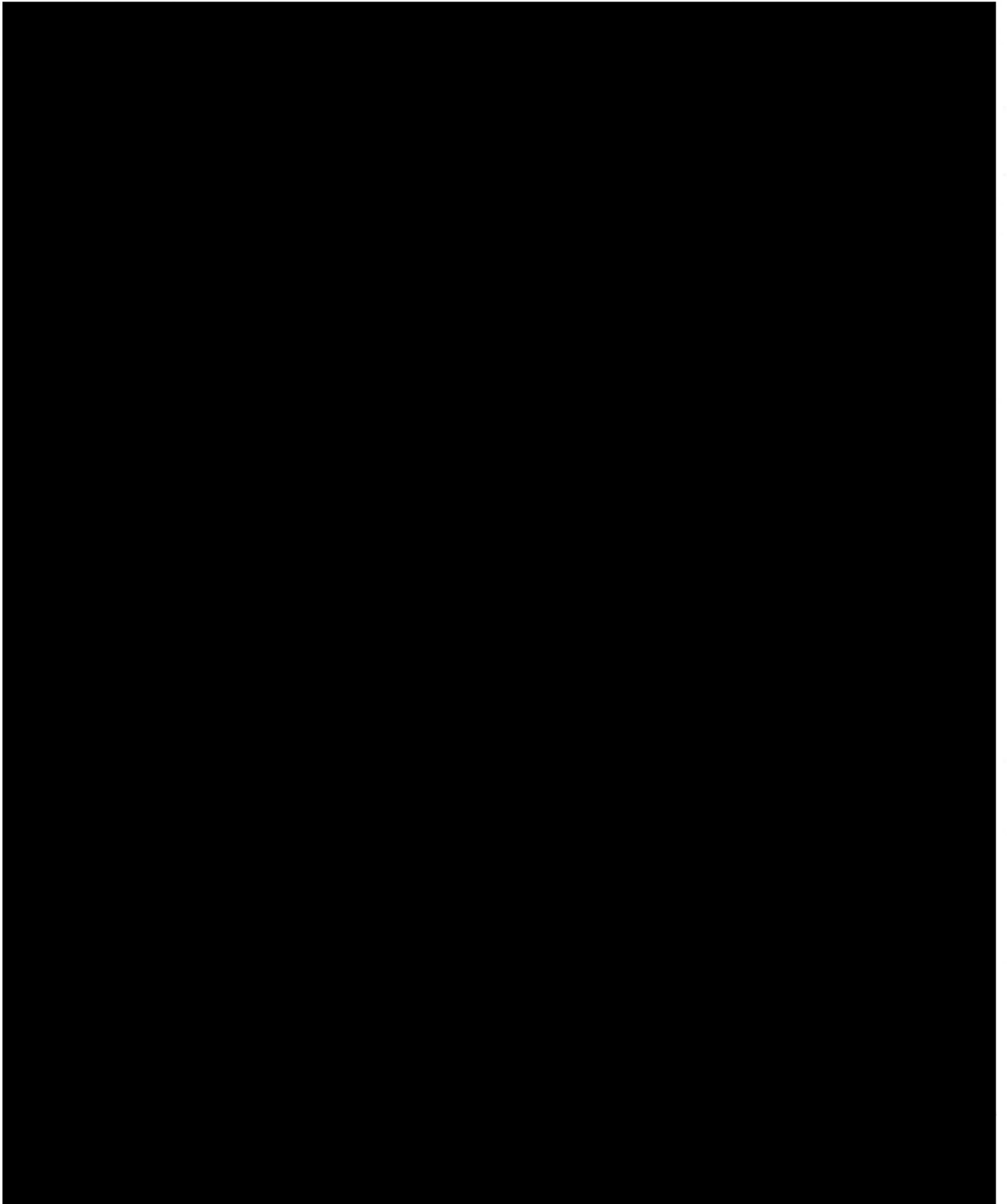


Excellence Delivered As Promised

John Leary, PE, SE

Structural Engineer



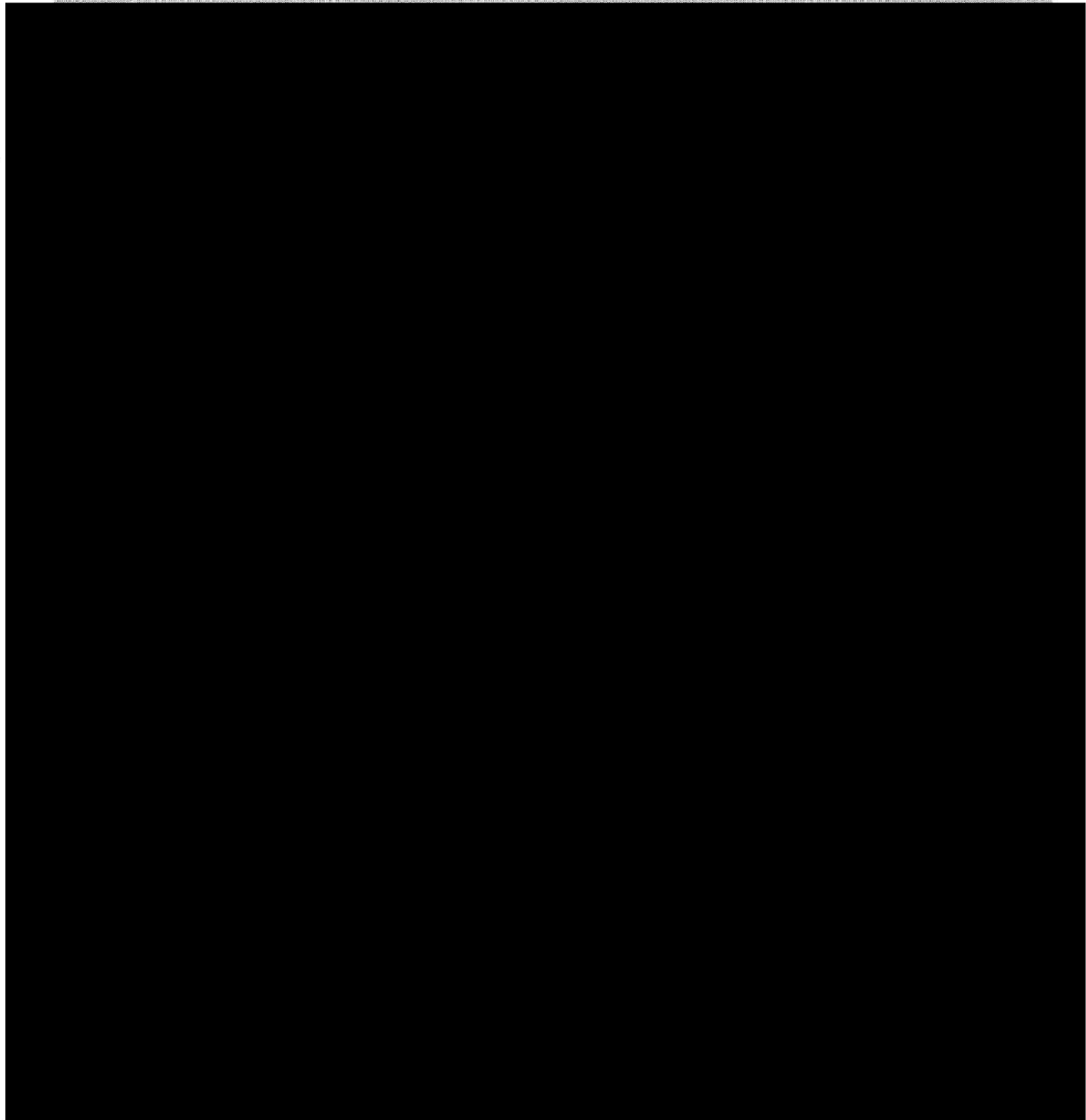


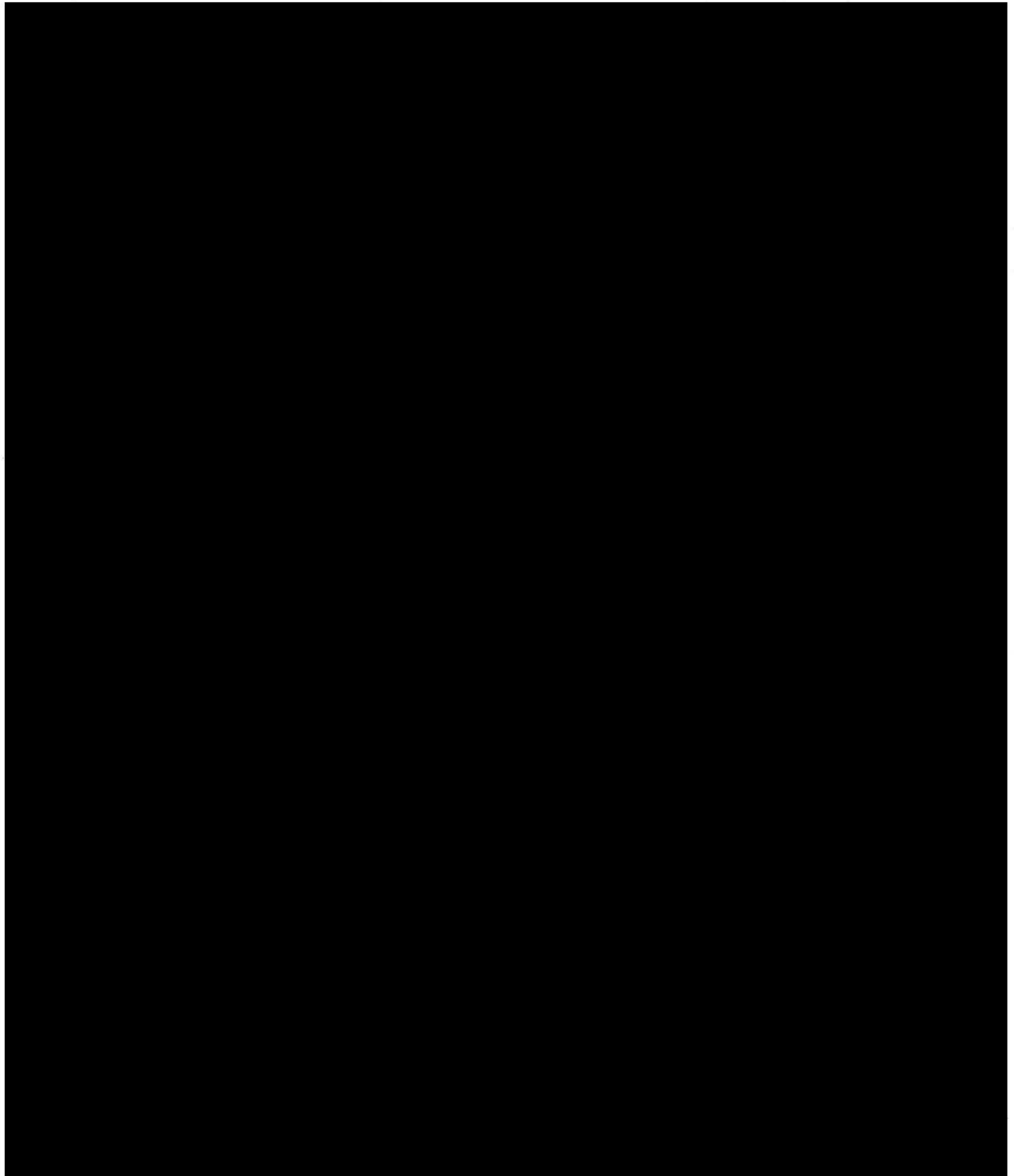


Excellence Delivered As Promised

Ross K. Anderson, PE

QA/QC Roadway



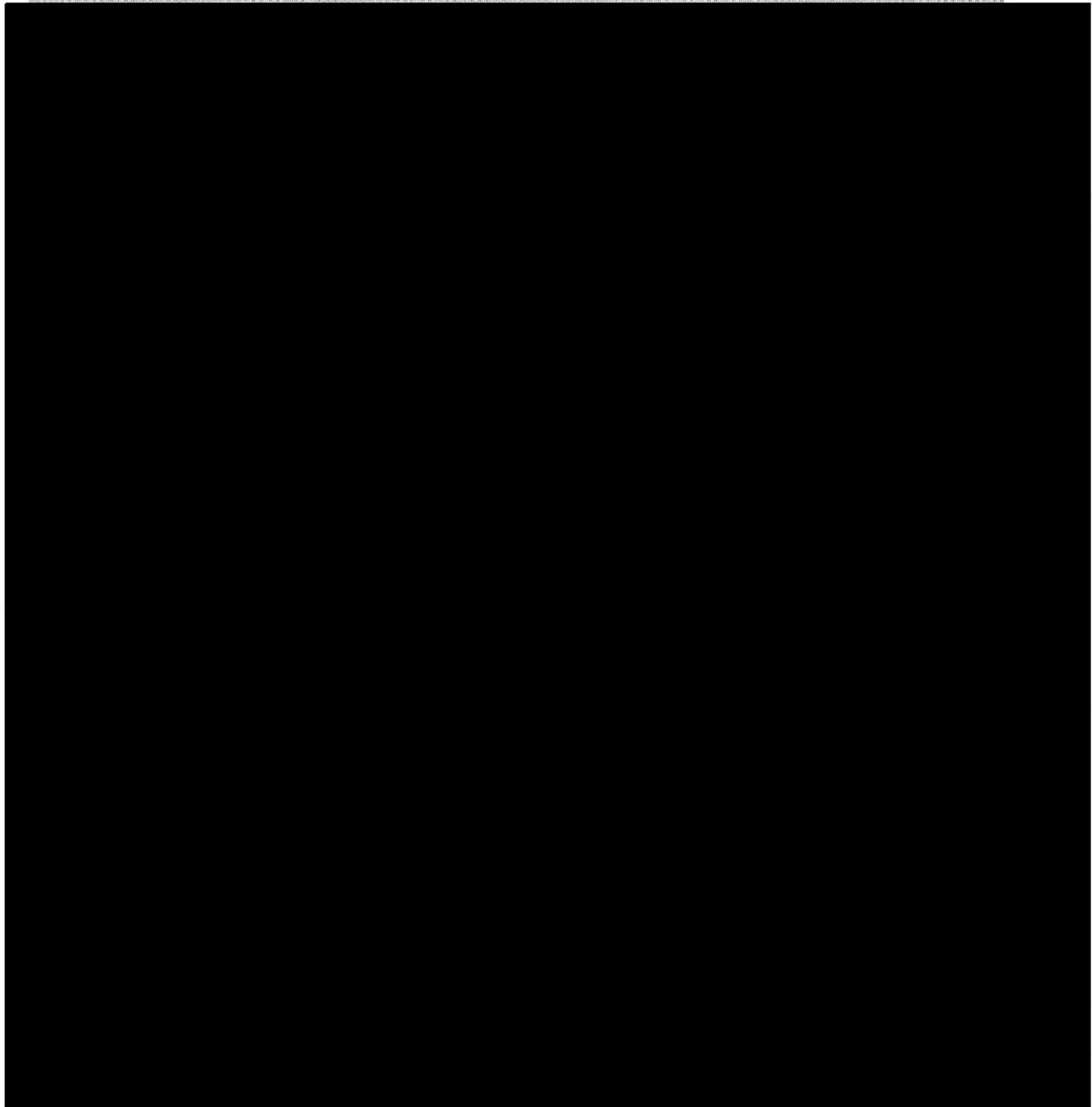




Excellence Delivered As Promised

Joseph J. Hosanna, SE

QA/QC Structures



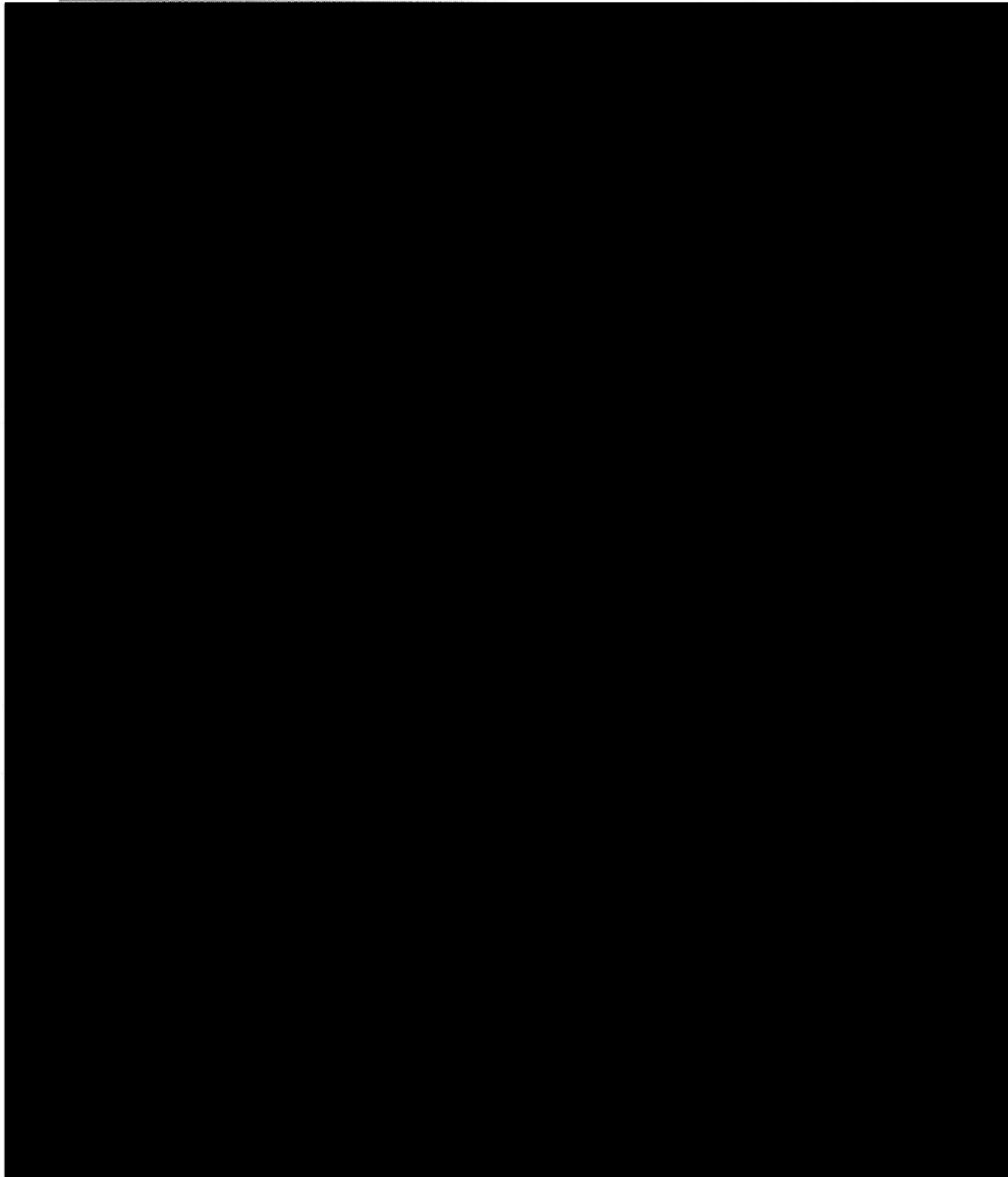


EXHIBIT F

Contract No. RR-14-4222

Gannett Fleming, Inc.

SCOPE OF SERVICES

Each firm will be bound to the Tollway's Exhibit F Scope of Work as prepared by the Tollway. Each firm will perform only work they are qualified to perform to the professional Standard of Care level required by the Tollway. Work tasks will be assigned by the management team of Gannett Fleming Inc, as required to meet the expectations of the Tollway for this project. See Attached Scope of Services

SUPPLEMENT NO. 2

EXHIBIT F

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

SCOPE OF SERVICES

**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**

Tasks within the Master Plan, Concept and Design phases have resulted in changes in the character or complexity of the scope of work. The items are recent developments with ongoing coordination with the local municipalities, the BNSF Railroad, and project stakeholders. A list of items not included in our scope, but required to complete the project, includes the following:

- 1) Shoo-Fly Bridge lengthening investigation. Investigate lengthening the shoofly structure as part of the mainline construction scheduling exercise, including impacts to BNSF and local municipalities, estimate of additional construction cost, as well as meetings and coordination. This extra effort is needed to assist with assessing the mainline construction schedule.
- 2) Value Management Study – Phase 2 presentation/overview includes development of a presentation and meeting providing overview of this project.
- 3) Fiber optic relocation plans. A fiber optic utility owned by Century Link conflicts with the work. The utility owner has requested Tollway to develop relocation design to meet the construction schedule. In addition to plan production, meetings and conceptual relocation plans are needed for utility owners review.
- 4) Village of Hinsdale requests during the project negotiations and plan reviews require modification, including:
 - a) Modification of the proposed embankment side slopes within Pierce and Veeck Park with the addition of a sight screen fence. The grading and drainage modifications include reanalysis of the culvert design and compensatory storage design, concept grading exhibits, culvert enclosure with extension, development of plat of acquisition for new permanent easement, revised IDNR-OWR permitting, grading and erosion control plan modifications. These modifications are needed to comply with the Inter-governmental agreement.

- 5) Western Springs Park District requests modifications as follows:
 - a) Relocate the Park District tennis courts elsewhere (work performed by others) but maintains the new parking lot design. This work requires coordination with Park District design team and MWRD permitting for Tennis Court relocation to comply with detention requirements, parking lot and lighting design, and field survey work.
 - b) Revised proposed railroad embankment grading, sight screen, drainage, and erosion control plan in Spring Rock Park, which will also require Plat revisions and lighting design for Burlington Avenue.
 - c) Additional meetings and coordination for review and approval of the design.

- 6) Village of Western Springs requests modifications along Hillgrove Avenue to include lighting and drainage plans to include an overflow structure tying into the proposed cross culvert underneath the BNSF embankment and modifying the sewer along Hillgrove to function with the overflow structure.
 - a) Design and plan preparation for the requested overflow structure.
 - b) Drainage plan revisions lowering the invert elevation along Hillgrove Avenue outletting to the new overflow structure.
 - c) Revised drainage plans through the public works yard due to overflow structure.

- 7) Additional Coordination including:
 - a) Participate in Local Agency meetings due to ongoing coordination, including a corridor open house, Village of Hinsdale Parks and Recs Board Meeting, Western Springs Park District Board Meeting, Hinsdale Homeowners Meeting, and Hinsdale Open House.
 - b) Preparation of meeting exhibits, including:
 - i) Village of Hinsdale grading modifications and cross sections.
 - ii) Western Springs Park District: revised grading, sight screen fence, and railroad access ramps.
 - iii) Renderings showing existing conditions, temporary conditions during construction, and final conditions including the fourth track were developed for both the Village of Hinsdale and Village of Western Springs.
 - c) Internal coordination with DCM and OR prior to the meeting with outside agencies.

- 8) Retaining Wall in Spring Rock Park. The BNSF Railroad track design standards have been revised, and requested the Tollway implement these changes. A new retaining wall is required to accommodate this revision and will be placed within the railroad's Right of Way adjacent to Spring Rock Park. The wall is estimated to be 600-ft long with a maximum 15-ft height. A technical memorandum identifying geotechnical requirements will be developed.

- 9) Administration/Management. Additional project management and planning is required as a result of the project modifications.

EXHIBIT G

Contract No. RR-14-4222

Gannett Fleming, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
PTB 152-004I-80	I-80 from Grundy County Line to US 30	\$4,943,821.00	\$325,300.00	12/31/2019
PTB 165-008	US 20 at IL 59	\$1,445,502.00	\$42,200.00	3/31/2019
PTB 168-012	Circle Interchange Phase III	\$5,120,370.00	\$19,700.00	1/31/2019
I-14-4190	I-90, Roadway Retaining Wall and Bridge	\$2,822,242.00	\$110,000.00	6/30/2019
PSB 14-1, Item 5	Reconstruction and Widening, West of Higgins Road to Roselle Road			
RR-16-4254,	I-88, Roadway and Bridge Rehabilitation, Design, MP 91.41 (Annie Glidden Rd) to MP 113.3 (IL 56) Phase II Engineering	\$2,145,681.00	\$19,600.00	3/31/2019
PSB 16-1, Item 7				
I-17-4303	Tri-State Tollway, Roadway	\$7,670,000.00	\$490,000.00	11/30/2022
PSB 17-3, Item 8	Reconstruction and Bridge Rehabilitation, O'Hare Oasis (MP 37.8) to Balmoral Avenue (MP 40.0)			
RR-14-4222,	Tri-State Bridge Rehabilitation/Reconstruction, Burlington	\$6,891,122.00	\$624,000.00	12/31/2019
PSB 14-3, Item 2	Northern Santa Fe (BNSF) Railroad Bridge (MP 26.6)			
C-91-337-14	I-90 (Kennedy Expressway): I-190 to IL 43 (Harlem) Phase III	\$5,473,570.00	\$4,930,000.00	12/31/2020
PTB 188-008				
D-93-079-18	I-180 over Illinois River Subconsultant to B&MCD	\$108,773.00	\$108,773.00	12/31/2019
PTB 188-018				
C-91-190-14	I-290/Congress Parkway EB Ramps to NB I-90/94 Subconsultant to Tecma	\$299,943.00	\$299,943.00	5/31/2021
RR-18-4377	Systemwide, Maintenance Facilities,	\$325,000.00	\$325,000.00	12/31/2019
PTB 18-2, Item 7	Construction Management Services Upon Request Subconsultant to Ardmore Roderick			

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> <table border="0"> <tr><td>Direct Labor</td><td>\$</td><td>7,695.74</td></tr> <tr><td>Direct Costs</td><td></td><td></td></tr> <tr><td>Services by Others</td><td>\$</td><td>-</td></tr> <tr><td>Additional Services **</td><td></td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td>7,695.74</td></tr> </table>	Direct Labor	\$	7,695.74	Direct Costs			Services by Others	\$	-	Additional Services **			Total this Subconsultant (ULC)	\$	7,695.74	<p>6 _____</p> <table border="0"> <tr><td>Direct Labor</td><td></td><td></td></tr> <tr><td>Direct Costs</td><td>\$</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td>-</td></tr> </table>	Direct Labor			Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-
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<p>2 <u>Wang Engineering, Ltd.</u></p> <table border="0"> <tr><td>Direct Labor</td><td></td><td></td></tr> <tr><td>Direct Costs</td><td></td><td></td></tr> <tr><td>Services by Others</td><td>\$</td><td>-</td></tr> <tr><td>Additional Services **</td><td></td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td>-</td></tr> </table>	Direct Labor			Direct Costs			Services by Others	\$	-	Additional Services **			Total this Subconsultant (ULC)	\$	-	<p>7 _____</p> <table border="0"> <tr><td>Direct Labor</td><td></td><td></td></tr> <tr><td>Direct Costs</td><td>\$</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td>-</td></tr> </table>	Direct Labor			Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-
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<p>3 <u>ABNA</u></p> <table border="0"> <tr><td>Direct Labor</td><td>\$</td><td>77,529.31</td></tr> <tr><td>Direct Costs</td><td>\$</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td>77,529.31</td></tr> </table>	Direct Labor	\$	77,529.31	Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	77,529.31	<p>8 _____</p> <table border="0"> <tr><td>Direct Labor</td><td></td><td></td></tr> <tr><td>Direct Costs</td><td>\$</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td>-</td></tr> </table>	Direct Labor			Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-
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Additional Services **	\$	-																													
Total this Subconsultant (ULC)	\$	-																													

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants:	\$	85,225.05
TOTAL Additional Services DBE/MBE/WBE Subconsultants:	\$	-
TOTAL Allowable Fee DBE/MBE/WBE Subconsultants:	\$	85,225.05
DBE/MBE/WBE Percentage of Total Fee (includes Additional Services):		25.79%
DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services):		25.79%

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)

<u>1 Christopher B. Burke Engineering, Ltd.</u>	
Direct Labor	\$ 38,278.80
Direct Costs	\$ -
Services by Others	\$ -
Additional Services **	
Total this Subconsultant (ULC)	\$ 38,278.80

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

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

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

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

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

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

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

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

<u>10</u>	
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: \$ 38,278.80

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

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 38,278.80

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: 3/1/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-14-4222

Consultant: ABNA of Illinois, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												Grand Total Exhibit A Hours	TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		648
Phase II Plans			274	204	146	8	8	8						648
TOTALS			274	204	146	8	8	8						648

Contract No.: RR-14-4222

Consultant: ABNA of Illinois, Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

$$\begin{array}{r} \underline{648.00} \\ \text{(Total Work Hours} \\ \text{from Exhibit C-2)} \end{array} \times \begin{array}{r} \$ \quad 42.73 \\ \text{(Average Hourly} \\ \text{Rate from Exhibit} \\ \text{C-2)} \end{array} = \text{TOTAL DIRECT SALARY } \$ \quad \underline{27,689.04}$$

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

DIRECT REGULAR SALARY TIMES MULTIPLIER \$ 77,529.31

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS _____

C. SERVICES BY OTHERS

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

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

TOTAL SERVICES BY OTHERS \$ _____ -

D. ADDITIONAL SERVICES (Prime Consultant)

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

(Requires prior authorization before use)

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 77,529.31

Contract No.: RR-14-4222

Consultant: ABNA of Illinois, Inc.

Date: 3/1/2019

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 6 No. OF MONTHS
 SCHEDULED START DATE: 3/1/2019
 RAISE DATE: 8/31/2019
 PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

3/1/2019 - 8/31/2019	Date	Date	Date	Date	Date
-	-	-	-	-	-
6.0	6.0	6.0	6.0	6.0	6.0
100.00%	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
-	-	-	-	-	-
6.0	6.0	6.0	6.0	6.0	6.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period	

The escalation factor for this project is: 100.00%

Contract No.: RR-14-4222

Consultant: ABNA of Illinois, Inc.

Date: 3/1/2019

Escalation Factor: 100.00%

(From Exhibit C-1)

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

<p>Tollway Classification</p>						<p>DIRECT COST</p>	
<p>Classification Eligible for Premium Overtime?</p>						<p>OVERTIME PREMIUM</p>	
No	Principal	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)	Estimated Overtime Hours (Over Time Hours Only) (See Note D to Right)
No	Project Manager	\$50.00	\$70.00	\$70.00	\$70.00	4.00	
No	Senior Engineer/Planner	\$40.00	\$70.00	\$70.00	\$70.00	21.00	
No	Resident Engineer	\$40.00	\$70.00	\$70.00	\$70.00	75.00	
No	Project Engineer/Planner	\$25.00	\$60.00	\$51.80	\$51.80	35.00	
No	Staff Engineer/Planner	\$20.00	\$40.00	\$38.00	\$38.00	65.00	
No	Engineer /Accountant	\$20.00	\$60.00	\$36.00	\$36.00	273.00	
No	Senior Technical Specialist	\$25.00	\$60.00	\$39.50	\$39.50	100.00	
No	Technical Specialist	\$15.00	\$50.00	\$35.00	\$35.00	75.00	
No	Architect	\$30.00	\$70.00				
No	Realty Specialists	\$20.00	\$70.00				
No	Intern	\$8.25	\$20.00				
No	Admin/Clerical	\$8.25	\$40.00				
<p>Total Estimated Work Hours: 648.00</p>						<p>Total Overtime Premium:</p>	
<p>Average Hourly Rate: \$42.73</p>						<p>Total Overtime Premium O/T Hourly Rate:</p>	
<p>Total Direct Labor: \$27,689.04</p>						<p>Total Overtime Premium:</p>	

Contract No.: RR-14-4222

Consultant: _____

ABNA of Illinois, Inc.

Date: 3/1/2019

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	Professional 7	Abe Adewale	\$50 - \$70
Project Manager	Professional 6	Thomas Paolicchi	\$40 - \$70
	Professional 6	Robert Loehr	
Senior Engineer/Planner	Professional 6	Stephen Alsbury	\$40 - \$70
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Professional 4	Michael Buscher	\$25 - \$60
	Professional 4	Femi Alade	
	Professional 4	Kokchung (Chris) Leow	
Staff Engineer/Planner	Professional 2	Rajan Tiwari	\$20 - \$40
	Professional 2	Baikuntha Silwal	
Engineer /Accountant	Professional 1	Marvin Echols	\$20 - \$60
	Professional 1	Jeevan Kethi Reddy	
Senior Technical Specialist	Technician 5	Steve Stegman	\$25 - \$60
	Technician 5	Mark Jones	
Technical Specialist	Technician 3	Matt Roeseler	\$15 - \$50
	Professional 2	Olatunbosun Oluwafemi Jegede	
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical			\$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.aspx>

- B. **ALLOWABLE DIRECT COSTS - based on link below**
https://www.illinoistollway.com/documents/20184/238673/LG_TOL_LWAY_XX_ALLOWABLEDIRECTCOSTS_12132013.PDF/b3dab3

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

DIRECT COST CATEGORY

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

ALLOWABLE DIRECT COSTS

09.12.2018

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

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

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

NOTES:

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

Contract No.: 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

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Robert Loehr, PE, SE

Classification: Structural QA/QC

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

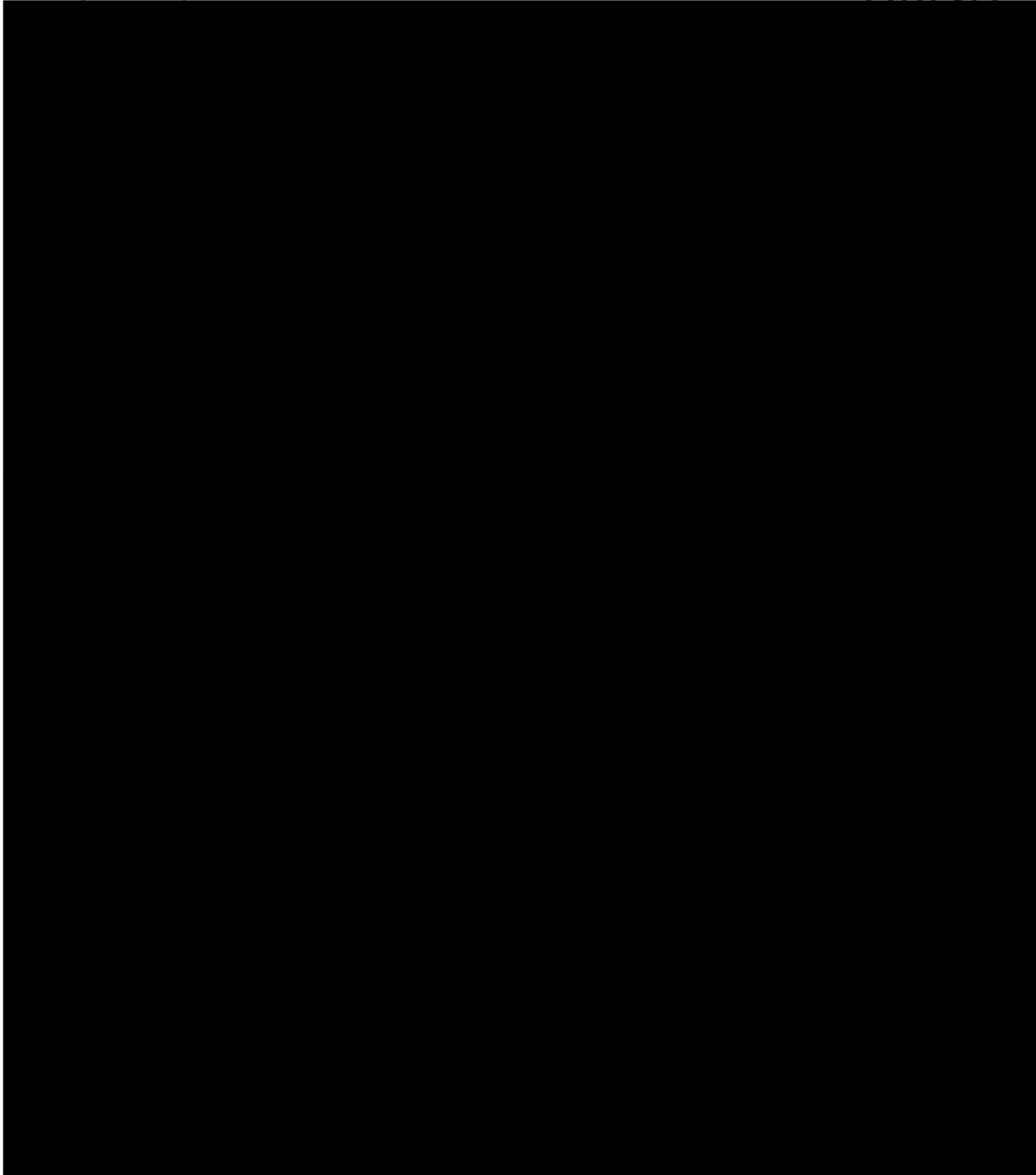
Classification: _____

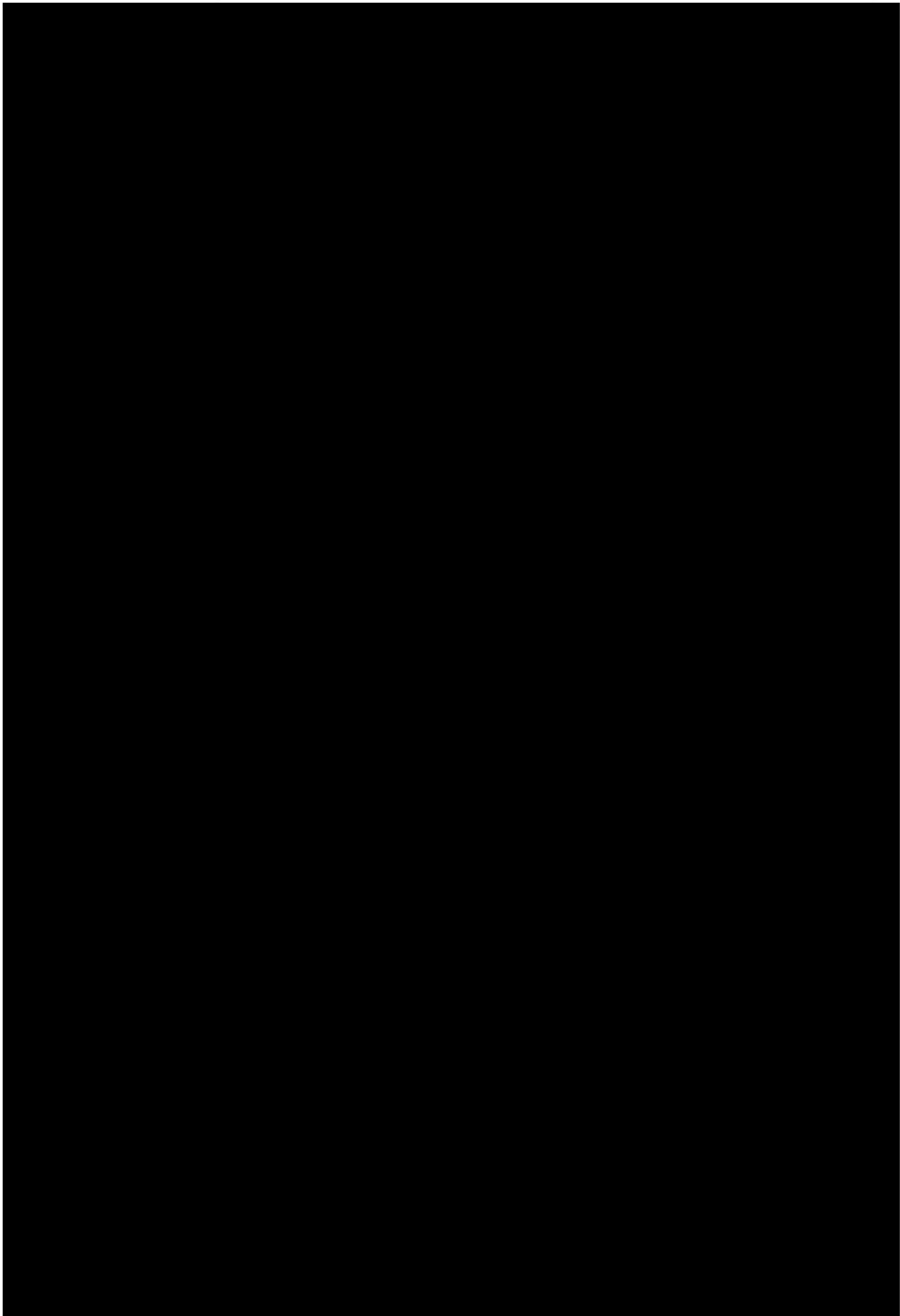
ABE ADEWALE PE

Project Principal



ABNA



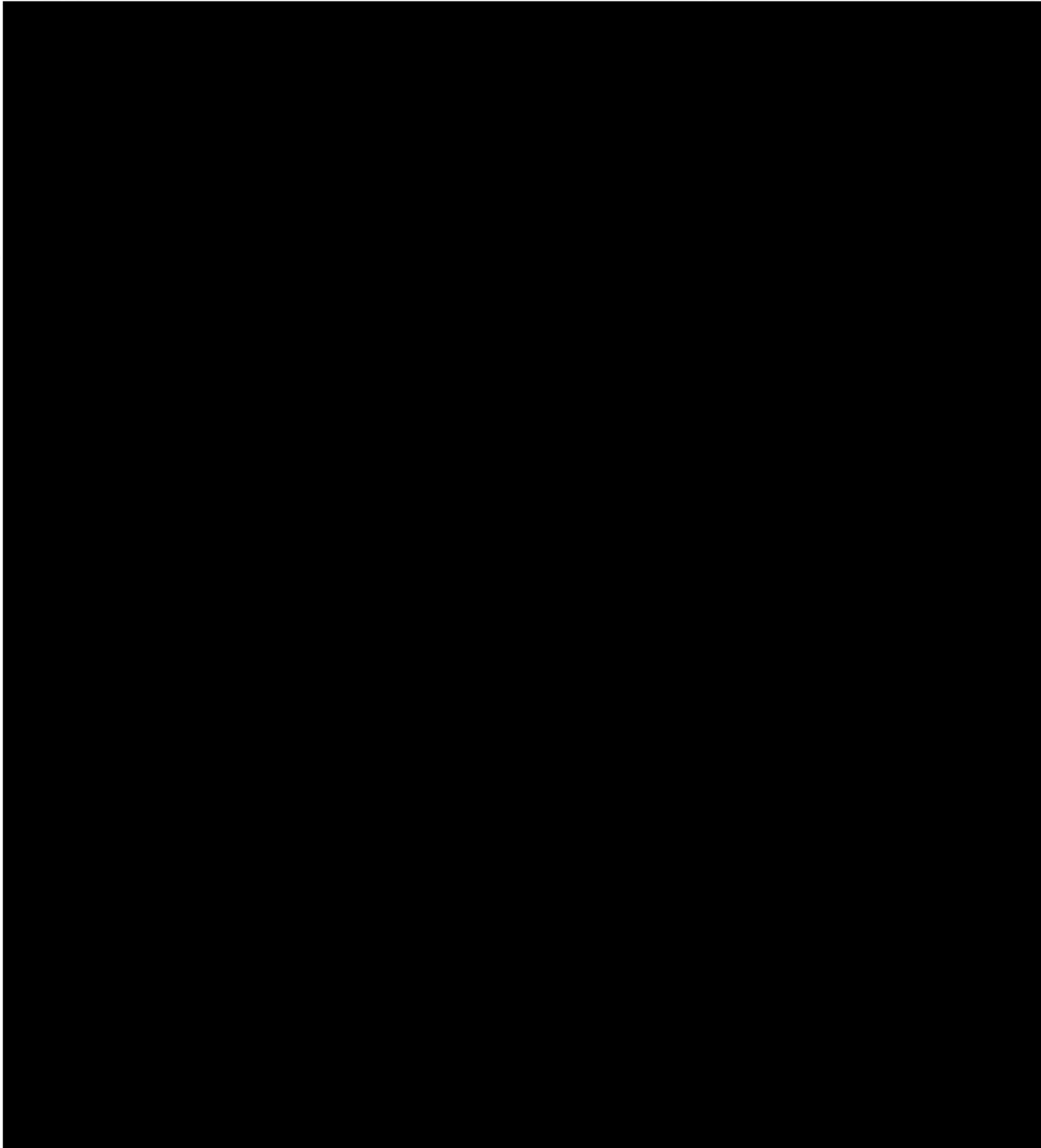


THOMAS PAOLICCHI PE, LEED AP

Engineering Manager

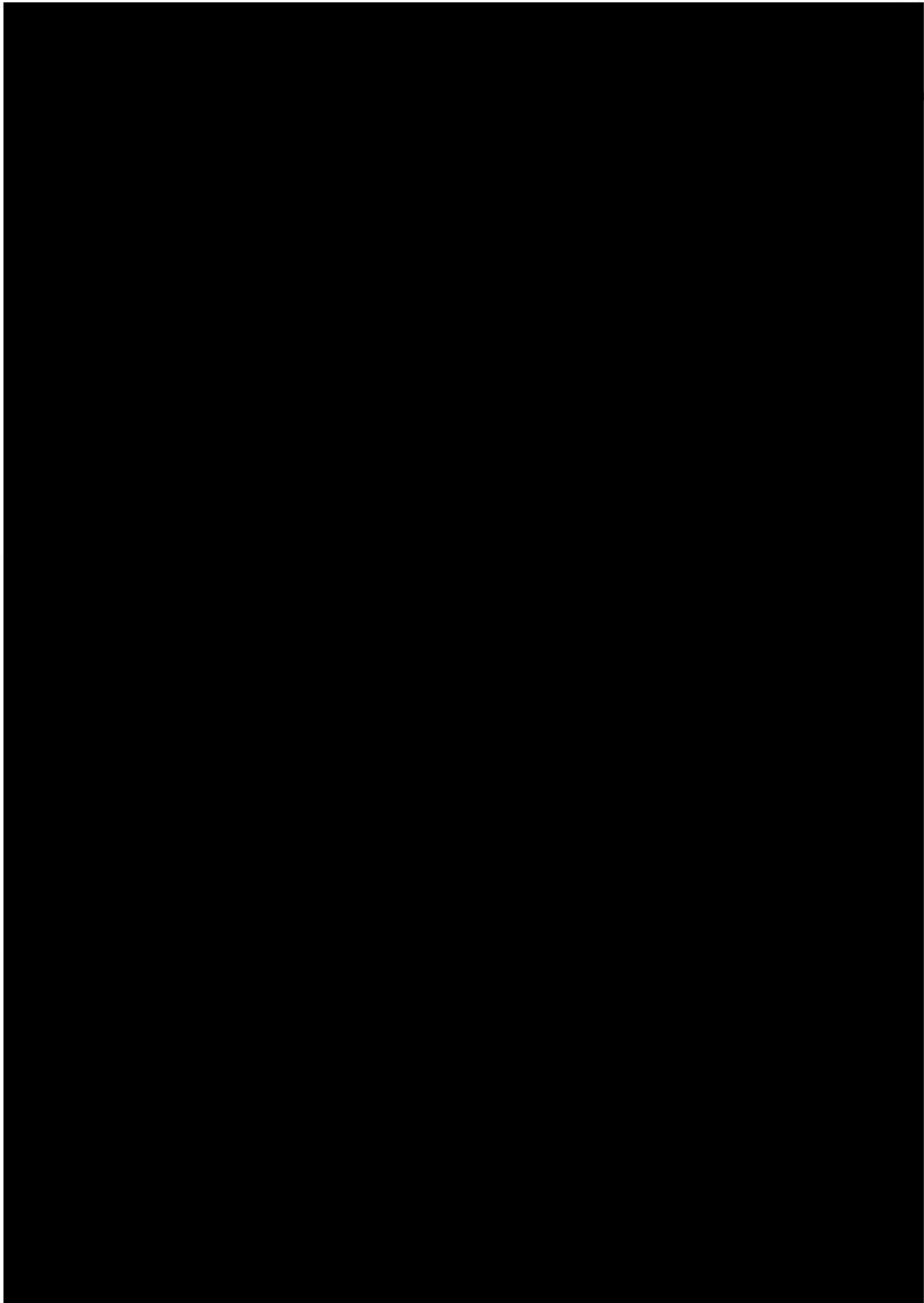


ABNA





ABNA



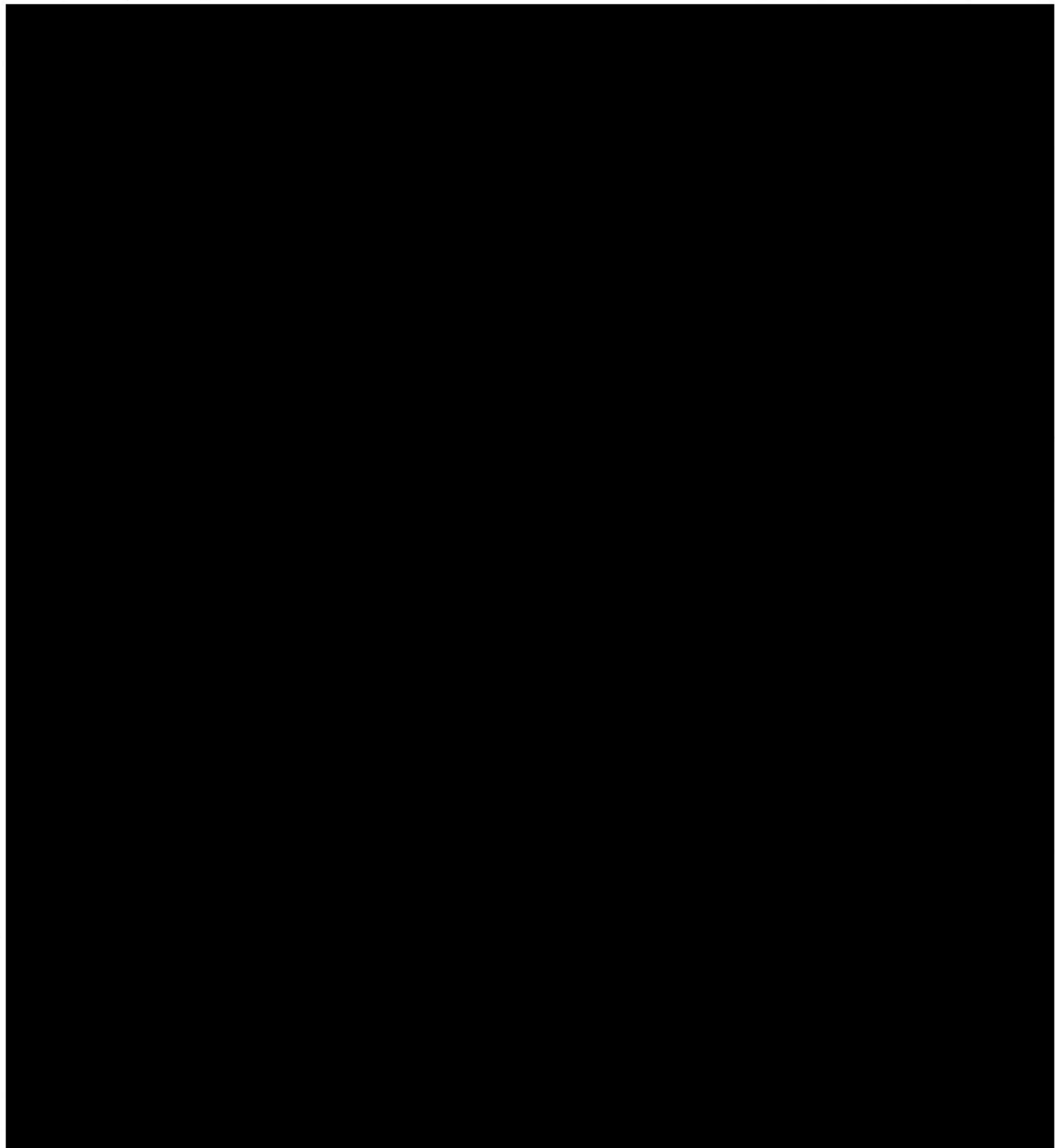
*experience prior to joining ABNA

Tom Paolicchi Page 2

EXHIBIT "1"
Page 59 of 115

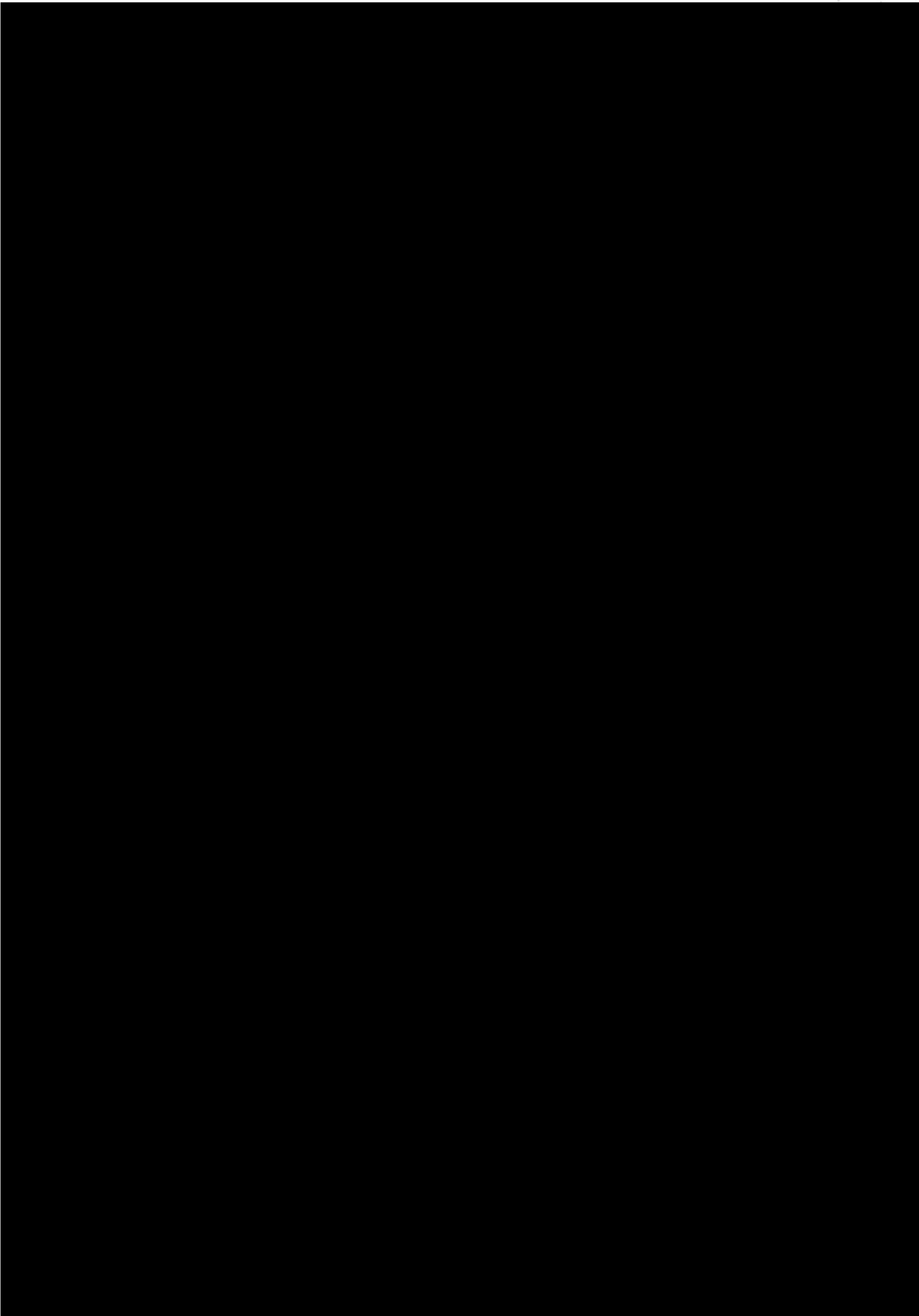
STEPHEN E. ALSBURY PE, SE

Sr. Structural Engineer





ABNA



experience prior to joining ABNA

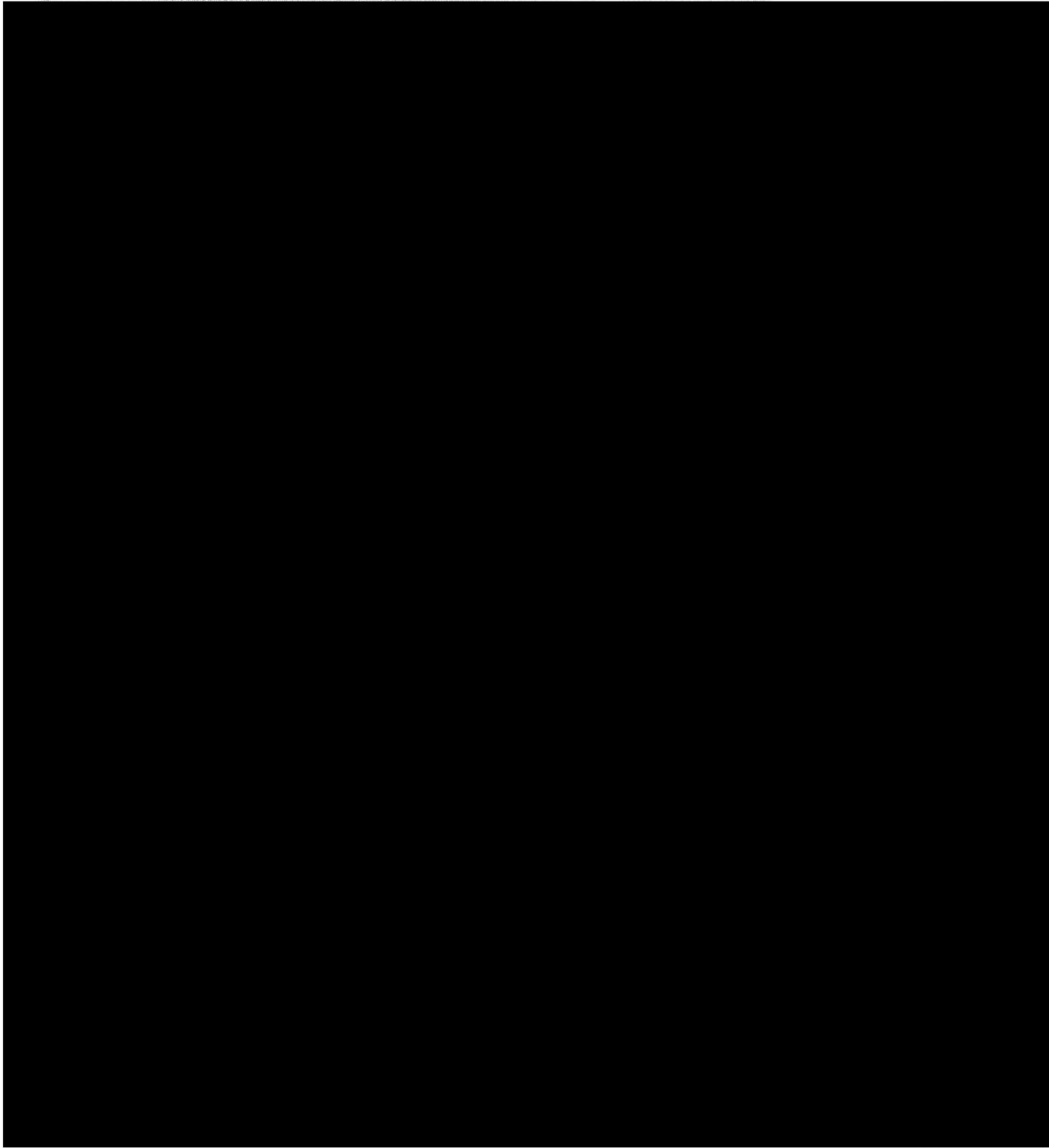
Stephen Arsbury Page 2

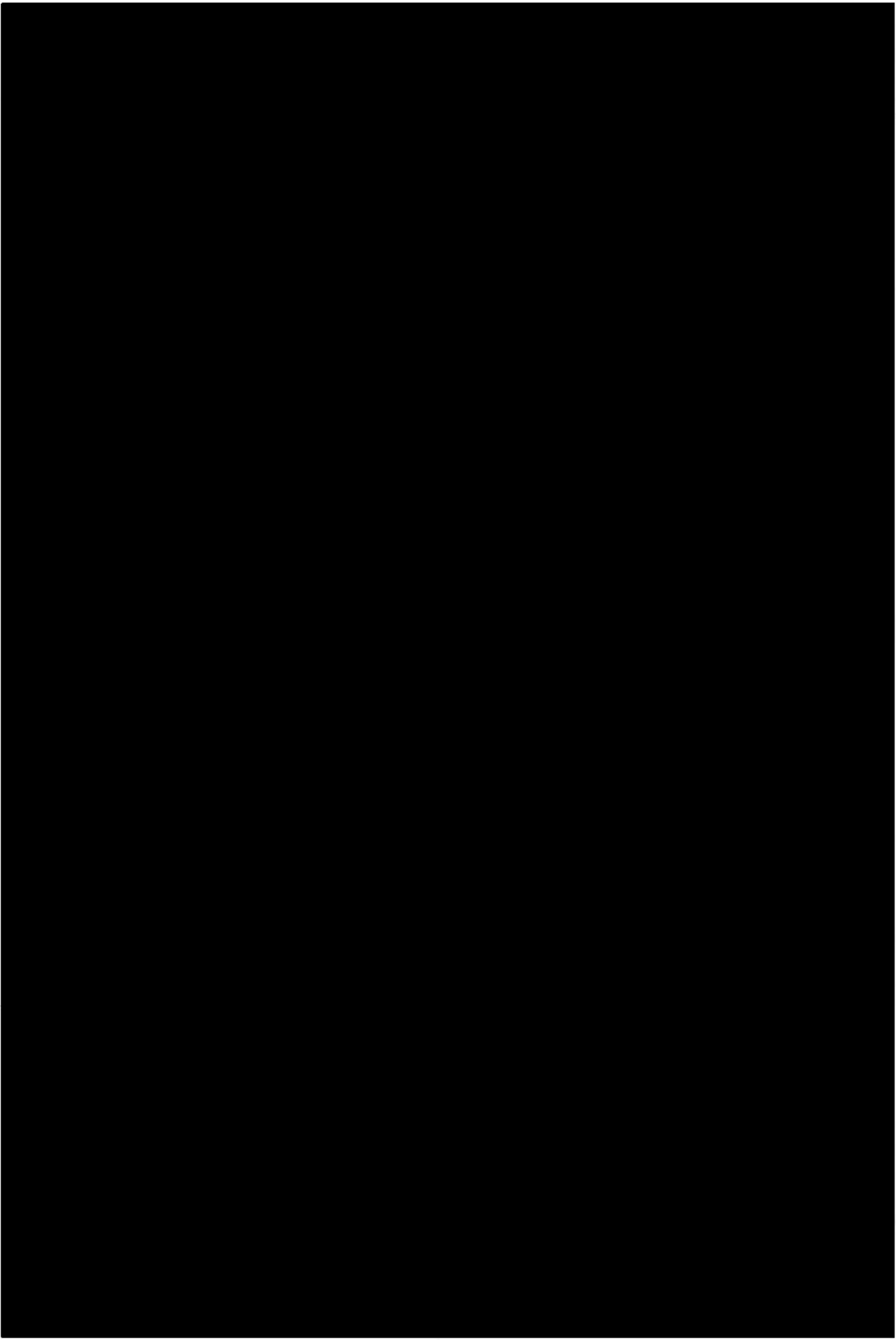
ROBERT "BOB" LOEHR PE, SE

Structural Manager



ABNA





*experience prior to joining ABNA

Bob Loehr Page 2

EXHIBIT "1"
Page 63 of 115

EXHIBIT F

Contract No. RR-14-4222

ABNA of Illinois, Inc.

SCOPE OF SERVICES

Each firm will be bound to the Tollway's Exhibit F Scope of Work as prepared by the Tollway. Each firm will perform only work they are qualified to perform to the professional Standard of Care level required by the Tollway. Work tasks will be assigned by the management team of Gannett Fleming, Inc., as required to meet the expectations of the Tollway for this project.

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-16-9197	DUR	\$300,000.00	\$220,000.00	12/31/2019
RR-18-4353	DUR	\$180,000.00	\$130,000.00	6/30/2019
PSB 17-3	Contract I-17-4300	\$1,732,500.00	\$1,200,000.00	12/31/2021
PSB 17-2	Contract I-17-4678	\$385,000.00	\$155,000.00	12/31/2019

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

** Additional services funds require prior authorization before use

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

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

TOTAL 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: 3/01/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-14-4222

Consultant: Christopher B. Burke Engineering, Ltd.

Christopher B. Burke Engineering, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		Grand Total Exhibit A Hours
Master Plan														294
Concept Plans (30%)														
Phase II Plans			94	94	94	4	4	4						294
Meetings/ Coordination, General Activities														
QC/QA														
Admin/Management														
TOTALS			94	94	94	4	4	4	4	4				294

Contract No.: RR-14-4222

Consultant: Christopher B. Burke Engineering, Ltd.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

$$\begin{array}{r} 294.00 \\ \text{(Total Work Hours} \\ \text{from Exhibit C-2)} \end{array} \times \begin{array}{r} \$ 46.50 \\ \text{(Average Hourly} \\ \text{Rate from Exhibit} \\ \text{C-2)} \end{array} = \text{TOTAL DIRECT SALARY } \$ \underline{13,671.00}$$

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

DIRECT REGULAR SALARY TIMES MULTIPLIER \$ 36,273.80

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS _____

C. SERVICES BY OTHERS

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

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

TOTAL SERVICES BY OTHERS \$ _____ -

D. ADDITIONAL SERVICES (Prime Consultant)

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

(Requires prior authorization before use)

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 38,278.80

Contract No.: RR-14-4222 Consultant: Christopher B. Burke Engineering, Ltd.

Date: 3/1/2019

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 6 No. OF MONTHS
 SCHEDULED START DATE: 3/1/2019
 RAISE DATE: 8/31/2019
 PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

Date	8/31/2019	Date	-	Date	-	Date	-
6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
100.00%	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	-
6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period			

The escalation factor for this project is: 100.00%

Contract No.: RR-14-4222

Consultant: Christopher B. Burke Engineering, Ltd.

Date: 3/1/2019

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

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES										DIRECT COST OVERTIME PREMIUM		
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Total Estimated Work Hours:			Total Overtime Premium:		
							Estimated Hours:	Average Hourly Rate:	Total Premium:	Estimated O/T Hours:	Average Hourly Rate:	Total Premium:
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	2.00						
No	Project Manager	\$40.00	\$70.00	\$65.50	\$65.50	30.00						
No	Senior Engineer/Planner	\$40.00	\$70.00	\$54.00	\$54.00	69.00						
No	Resident Engineer	\$40.00	\$70.00									
No	Project Engineer/Planner	\$25.00	\$60.00	\$45.00	\$45.00	75.00						
No	Staff Engineer/Planner	\$20.00	\$40.00									
No	Engineer /Accountant	\$20.00	\$60.00	\$33.00	\$33.00	70.00						
No	Senior Technical Specialist	\$25.00	\$60.00	\$50.00	\$50.00	25.00						
No	Technical Specialist	\$15.00	\$50.00	\$40.00	\$40.00	20.00						
No	Architect	\$30.00	\$70.00	\$54.50	\$54.50	1.00						
No	Realty Specialists	\$20.00	\$70.00									
No	Intern	\$8.25	\$20.00	\$16.00	\$16.00	1.00						
No	Admin/Clerical	\$8.25	\$40.00	\$35.00	\$35.00	1.00						

Contract No.: RR-14-4222

Consultant: Christopher B. Burke Engineering, Ltd.

Date: 3/1/2019

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	Engineer VI	Donald Dressel	\$50 - \$70
	Engineer VI	Michael Kerr	
	Engineer VI	Jason Souden	
Project Manager	Environmental Res Spec V	Jedd Anderson	\$40 - \$70
	Environmental Res Spec V	Julie Gangloff	
	Environmental Res Spec V	Perte Knysz	
	Environmental Res Spec V	Thomas McArdle	
	Engineer V	John Caruso	
	Engineer V	Lee Fell	
	Engineer V	Bryan Luke	
	Engineer V	Majid Mobasseri	
	Engineer V	Jonathan O'Connell	
	Engineer V	Val Racich	
	Engineer V	Gary Rozwadowski	
	Engineer V	Gerald Robinson	
	Engineer V	Stephen Sugg	
	Engineer V	Bryan Welch	
Senior Engineer/Planner	Engineer IV	James Amelio	\$40 - \$70
	Engineer IV	Katrina Ballado	
	Engineer IV	Kevin Baldwin	
	Engineer IV	Michael Cothard	
	Engineer IV	Ilene Dailey	
	Engineer IV	Anthony DeRicco	
	Engineer IV	Martin Michalowicz	
	Engineer IV	Andrew Pufundt	
	Engineer IV	Luke Sherry	
	Survey V	John Murphy	
	Engineering Tech V	Mark Wrzeszcz	
	Survey IV	Kenneth Rasmussen	
	Resident Engineer		
Project Engineer/Planner	Engineer III	Miroslaw Antas	\$25 - \$60
	Engineer III	James Barbee	
	Engineer III	David Kleinwachter	
	Engineer III	John LaPaglia	
	Engineer III	Kristen Marquie	
	Engineer III	Nicholas Morel	
	Engineer III	Mark Thomas	

Contract No.: RR-14-4222

Consultant: Christopher B. Burke Engineering, Ltd.

Date: 3/1/2019

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
	Engineer III	Muhammad Younus	
	Engineer III	Jeffrey Williams	
	Survey III	Brian Gillett	
Staff Engineer/Planner			\$20 - \$40
Engineer /Accountant	Engineer I/II	Ryan Billings	\$20 - \$60
	Engineer I/II	Edmund Burke	
	Engineer I/II	Michael Gratzke	
	Engineer I/II	Richard Jezierny	
	Engineer I/II	Douglas Kerr	
	Engineer I/II	William Loftus IV	
	Engineer I/II	Fancisco Martinez	
	Engineer I/II	John Miller	
	Engineer I/II	Joshua Sitrick	
	Engineer I/II	Jessica Taskila	
	Engineer I/II	Joseph Wilk	
Senior Technical Specialist	Environmental Resource Spec IV	Angela Force	\$25 - \$60
	Environmental Resource Spec IV	Eric Japsen	
	Environmental Resource Spec IV	Thomas Kehoe	
	Environmental Resource Spec IV	Casey Perry	
	Engineering Technician IV	Gerald Hennelly	
	Engineering Technician IV	Thomas Szabo	
	CAD Manager	Alexie Karavakis	
	CAD Manager	Peter Magnelli	
	CAD Manager	Paul Najjarro Jr.	
	Asst CAD Manager		
	CAD Technician II	Fidel Bariso	
	CAD Technician II	Michael Goldenberg	
	CAD Technician II	Primo Razalan	
	CAD Technician II	Ella Sidorczuk	
	CAD Technician II	Eduardo Toda	
	CAD Technician II	Elmo Toda	
Technical Specialist	Environmental Res Spec III	Megan Briggs	\$15 - \$50
	Environmental Res Spec III	Robert Sliwinski	
	Environmental Res Spec III	Kurt Hansen	
	Environmental Res Spec I/II		
	Engineering Technician III		

ALLOWABLE DIRECT COSTS

09.12.2018

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

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

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

NOTES:

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

Contract No.: RR-14-4222

Consultant: Christopher B. Burke Engineering, Ltd.

EXHIBIT E - KEY PROJECT PERSONNEL

**Project Principal:
Engineer VI** Michael Kerr

**Environmental Lead
Env Res Spec V** Jedd Anderson

**Drainage Lead
Engineer V** Jonathan O'Connell

**Hydraulic Lead
Engineer IV** Ilene Dailey

**Civil Lead
Engineer V** Val Racich

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

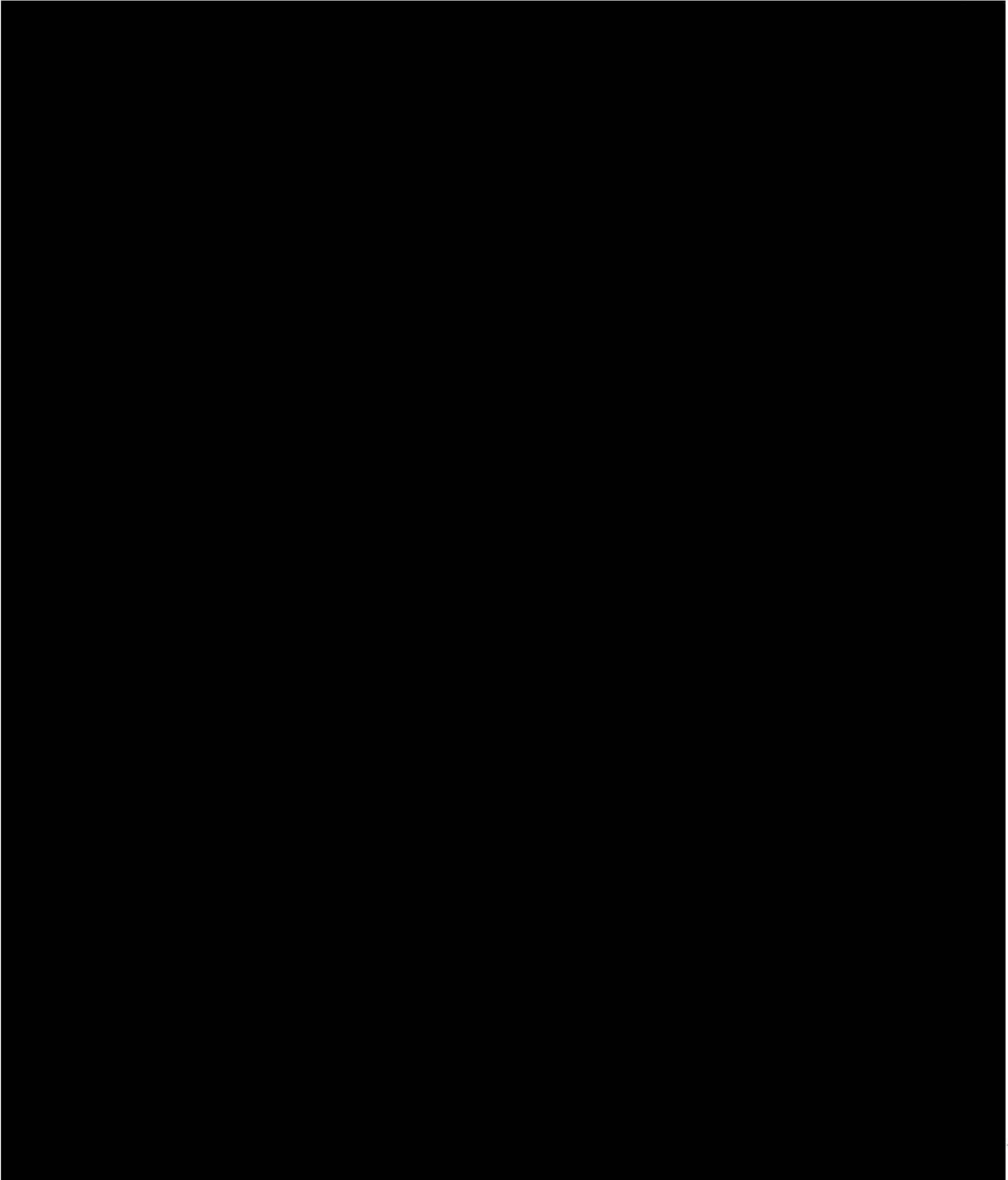
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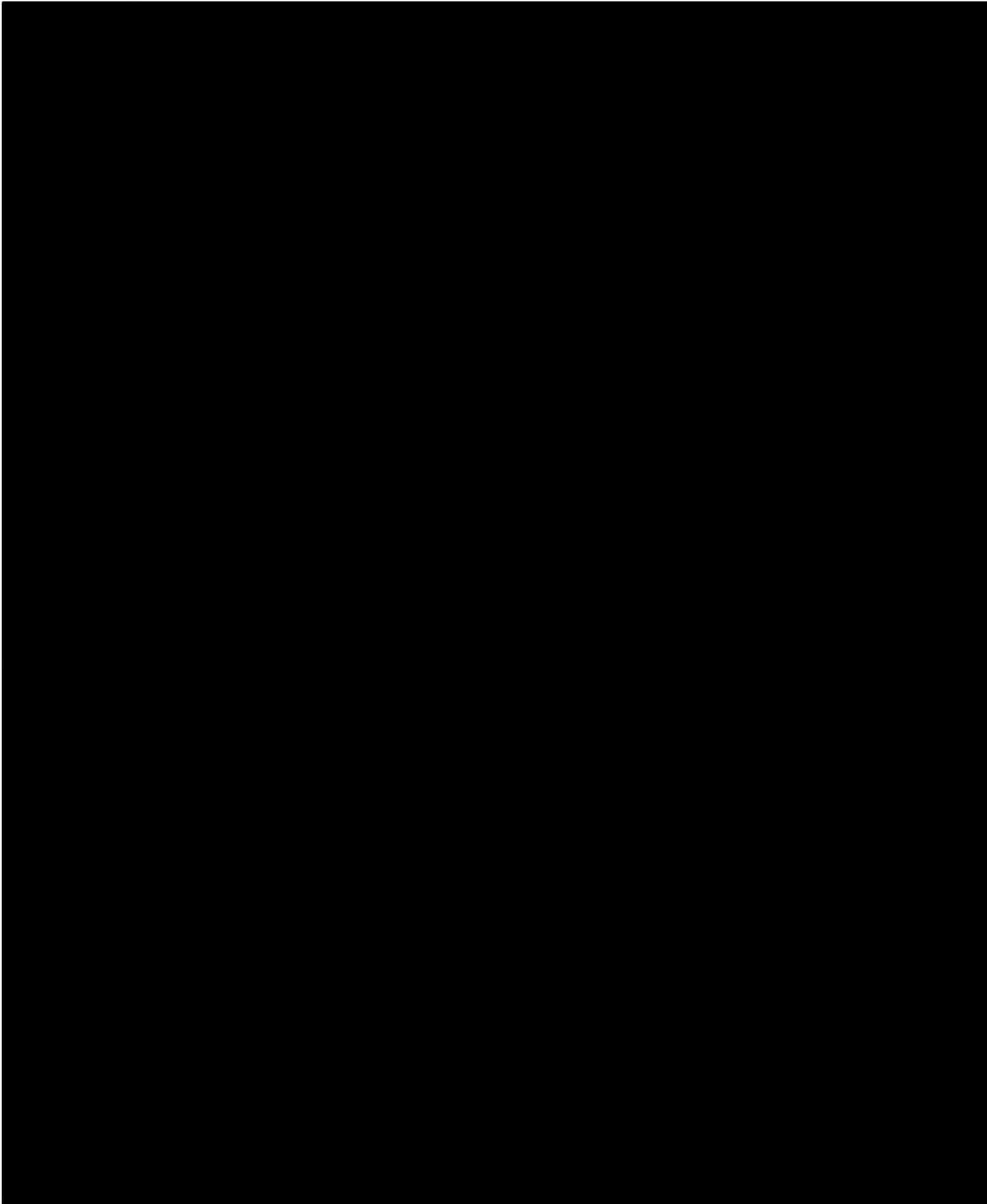
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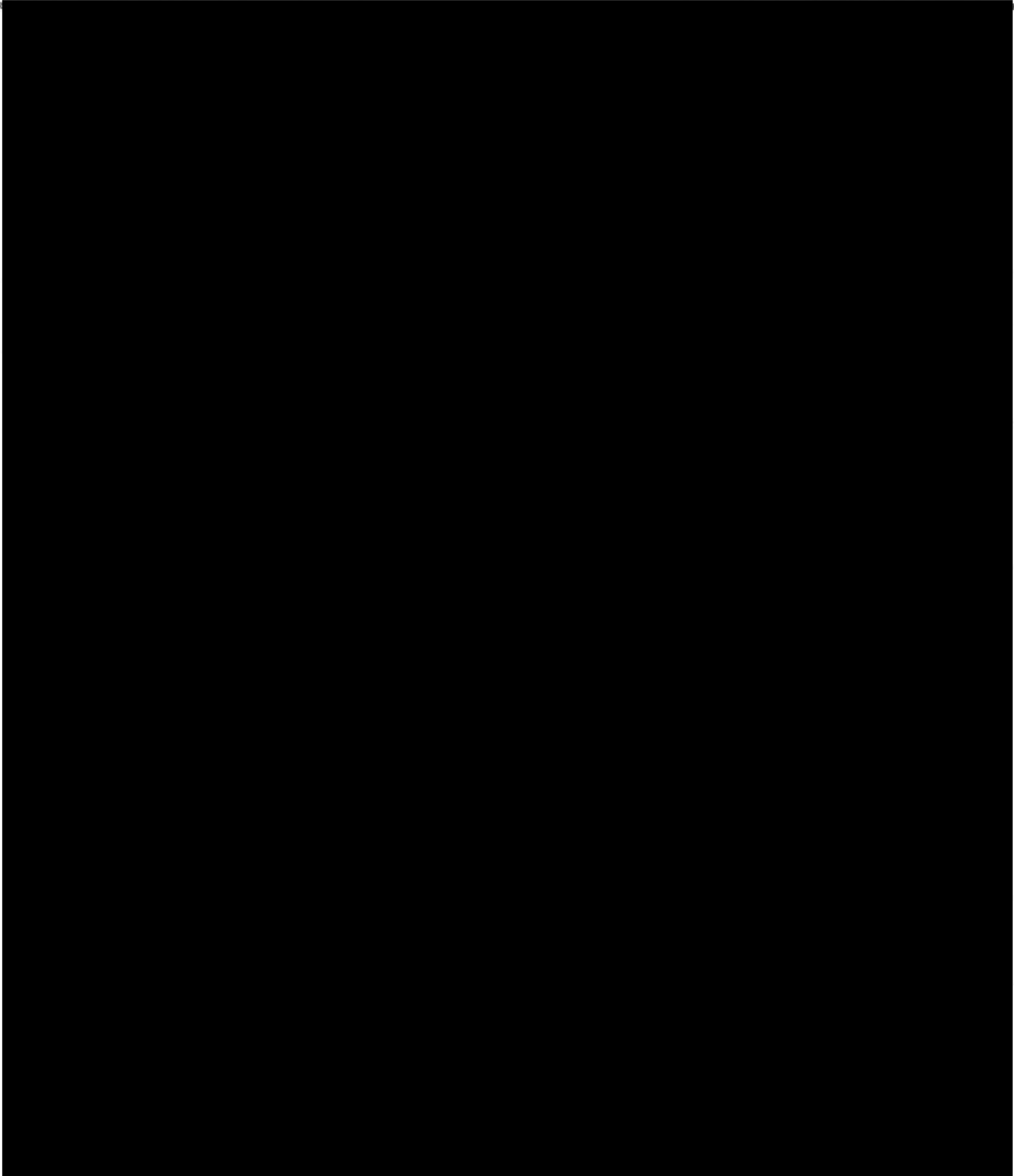
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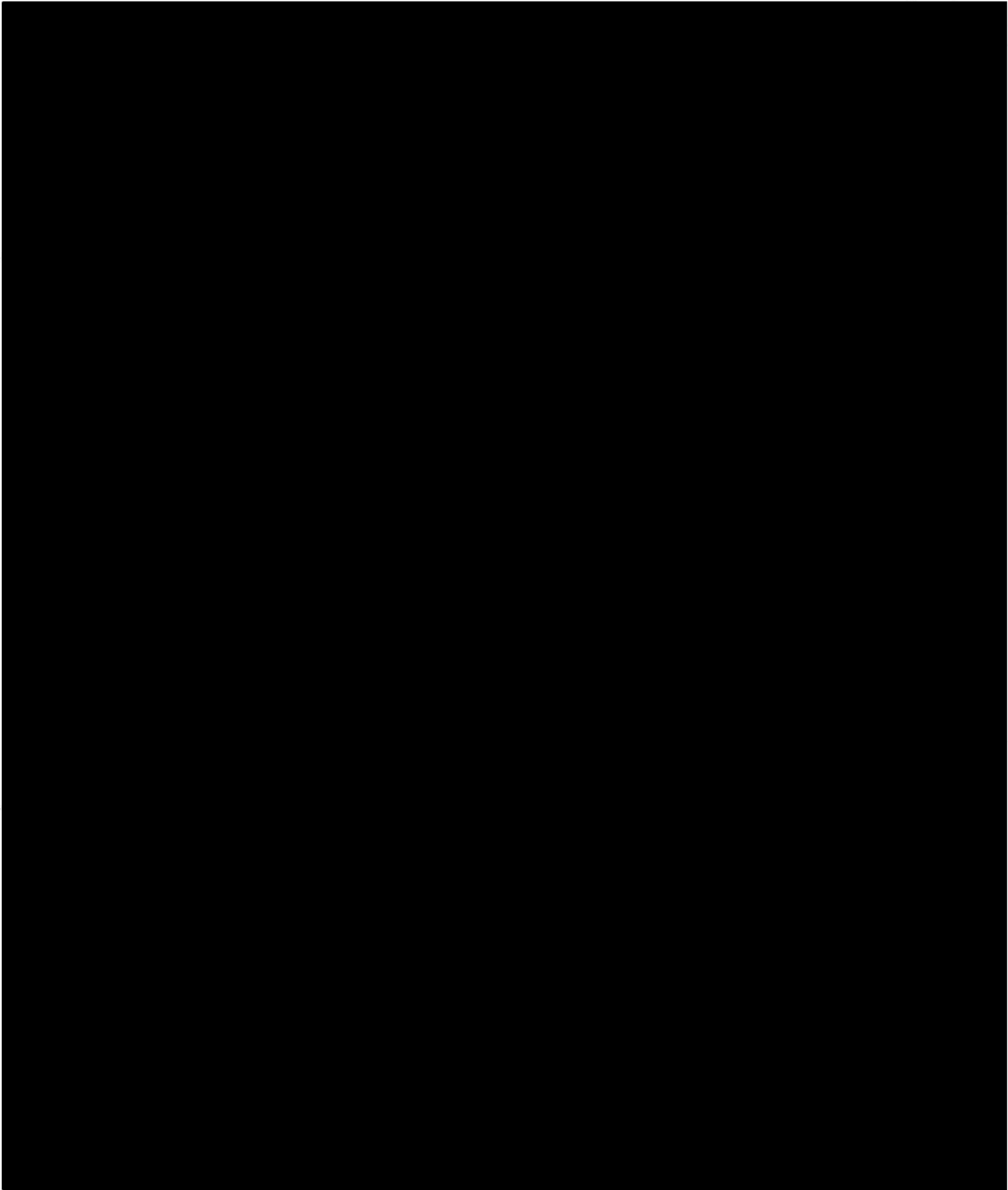
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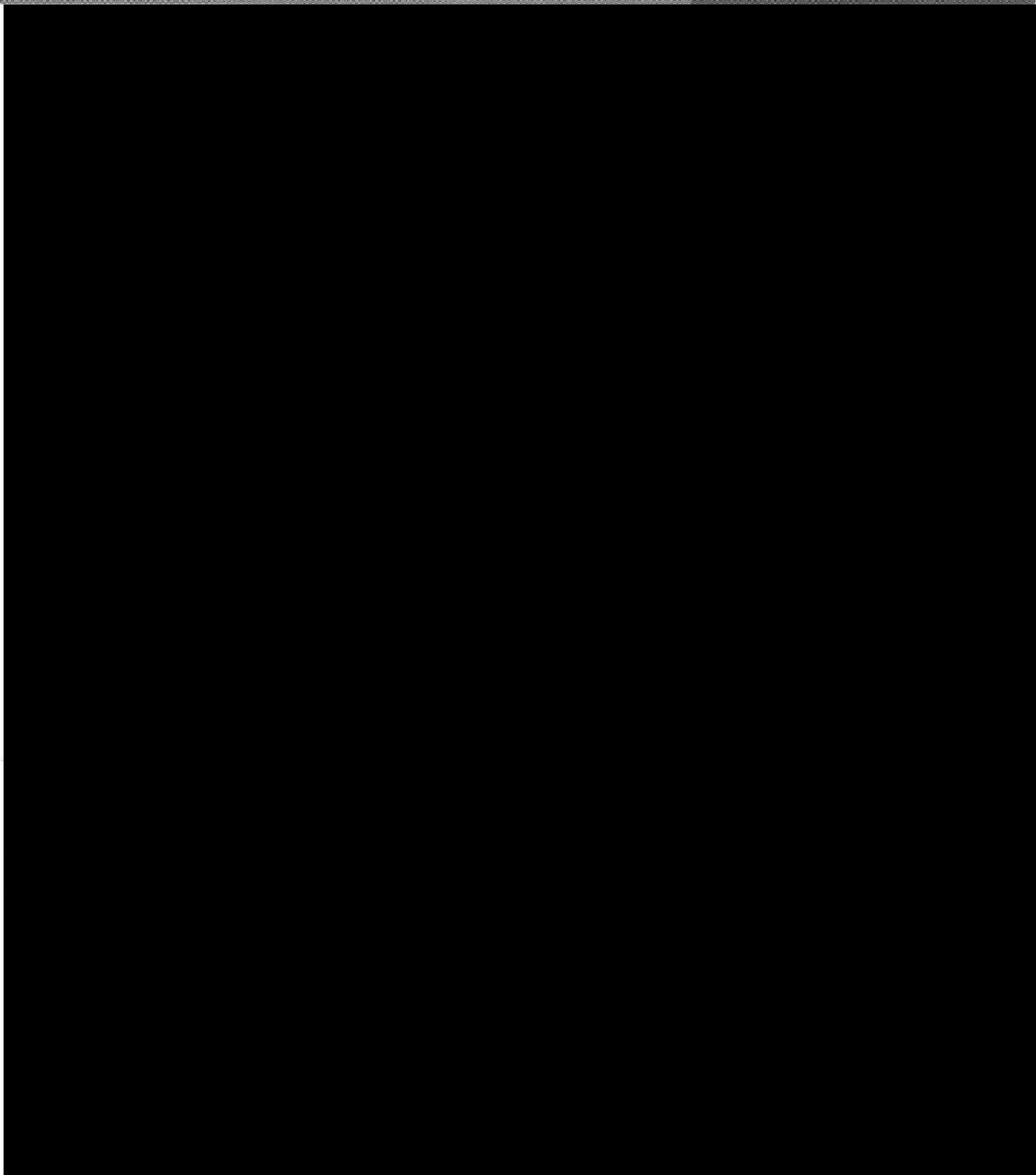
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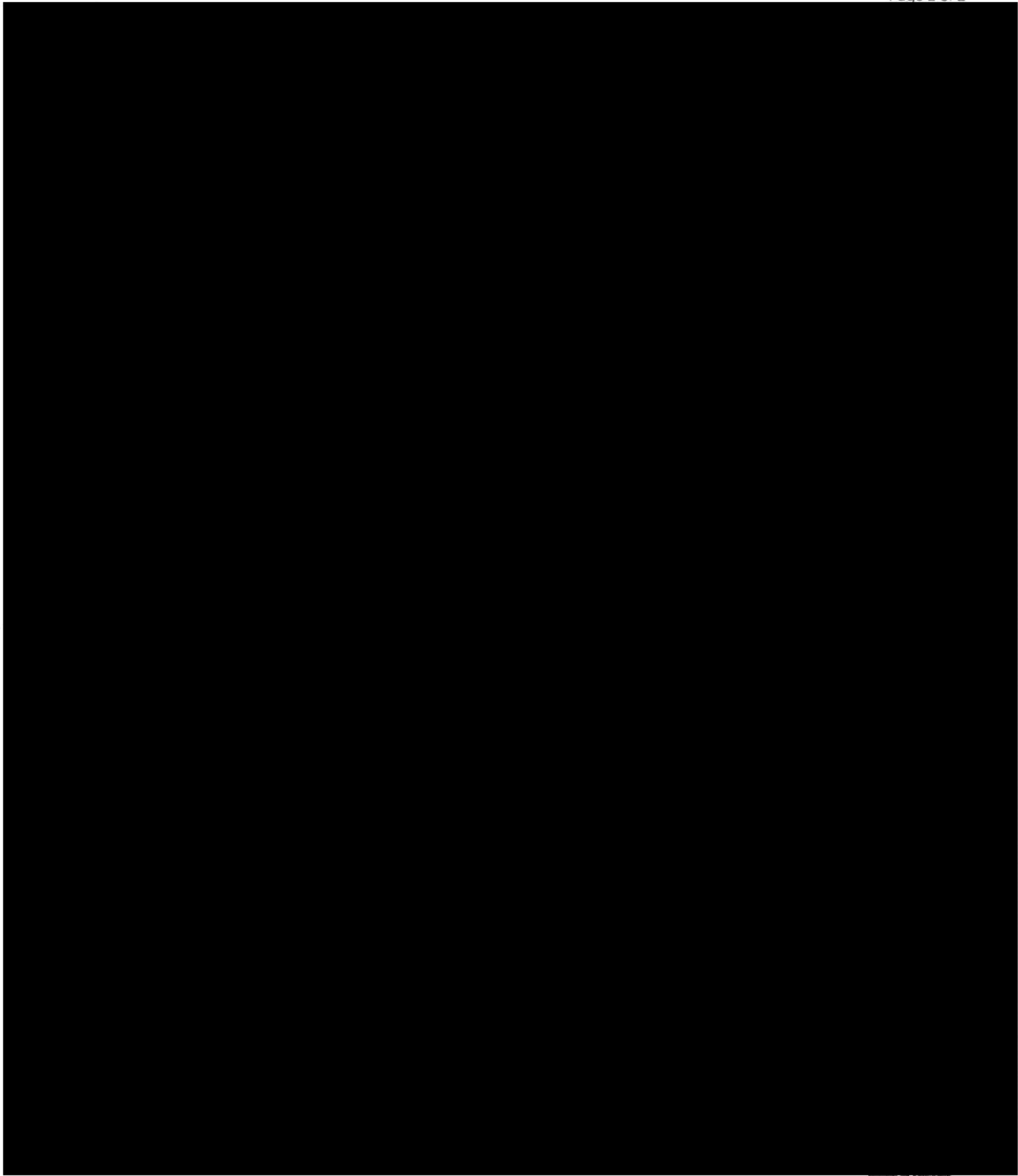


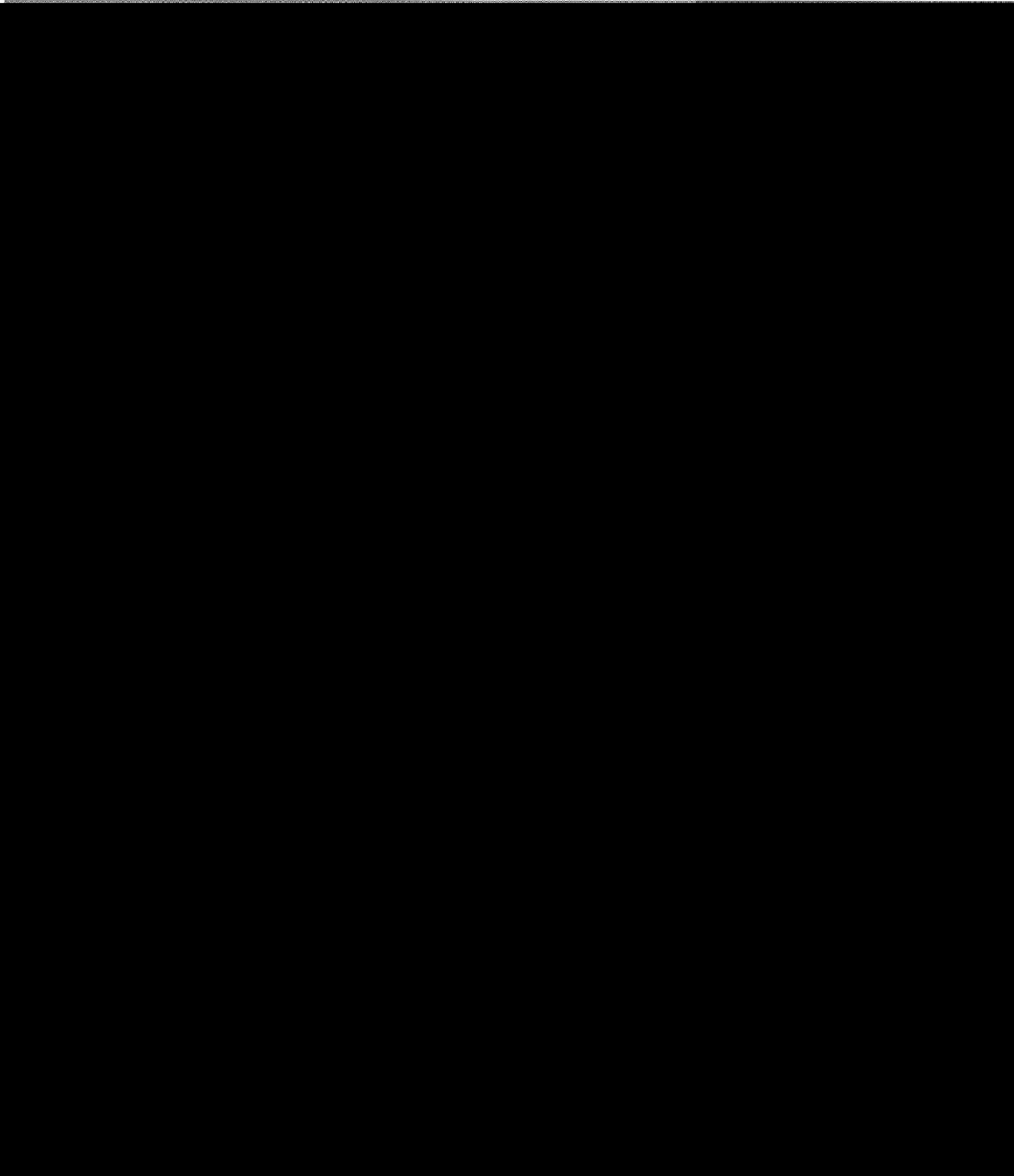












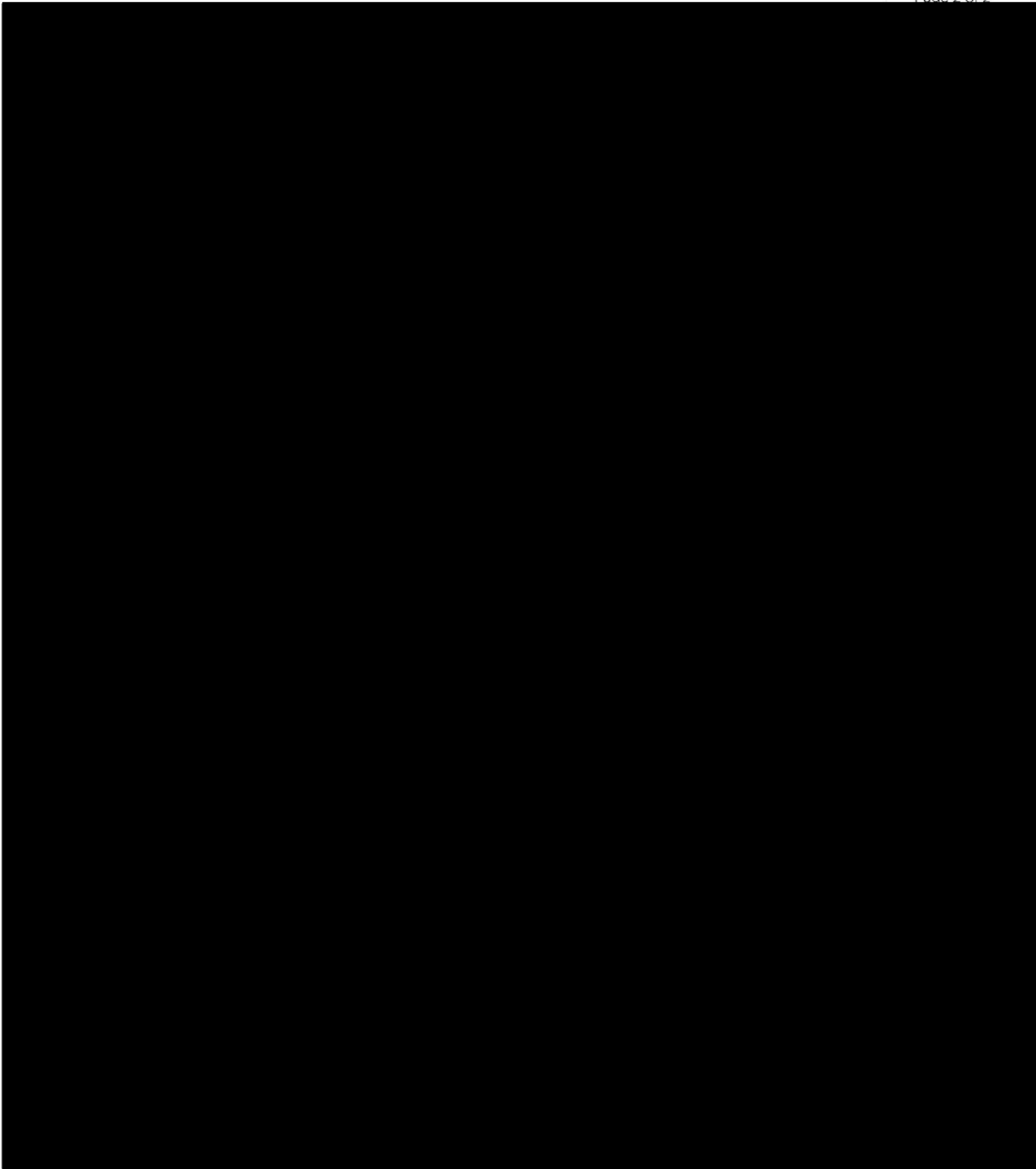
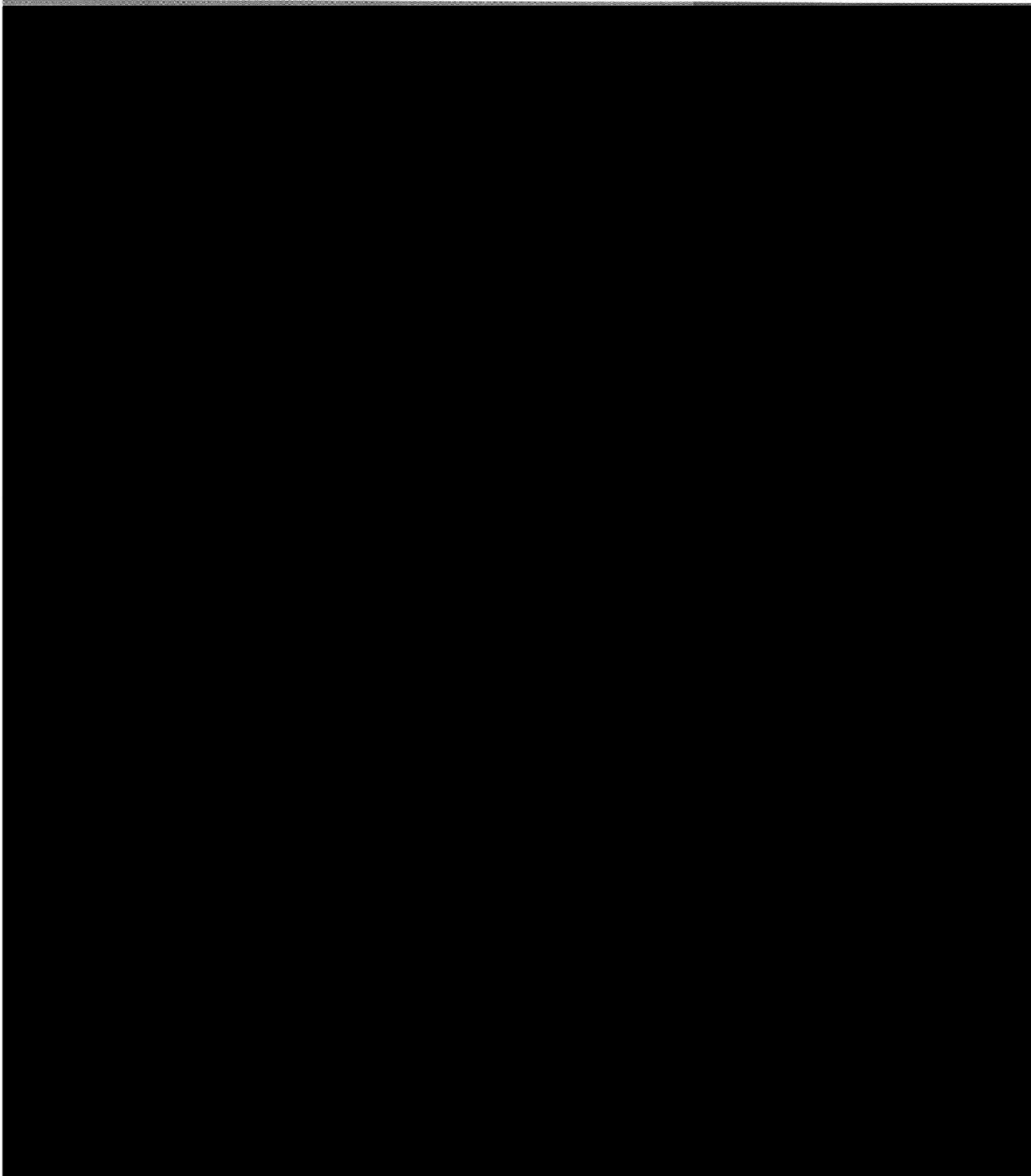


EXHIBIT 1



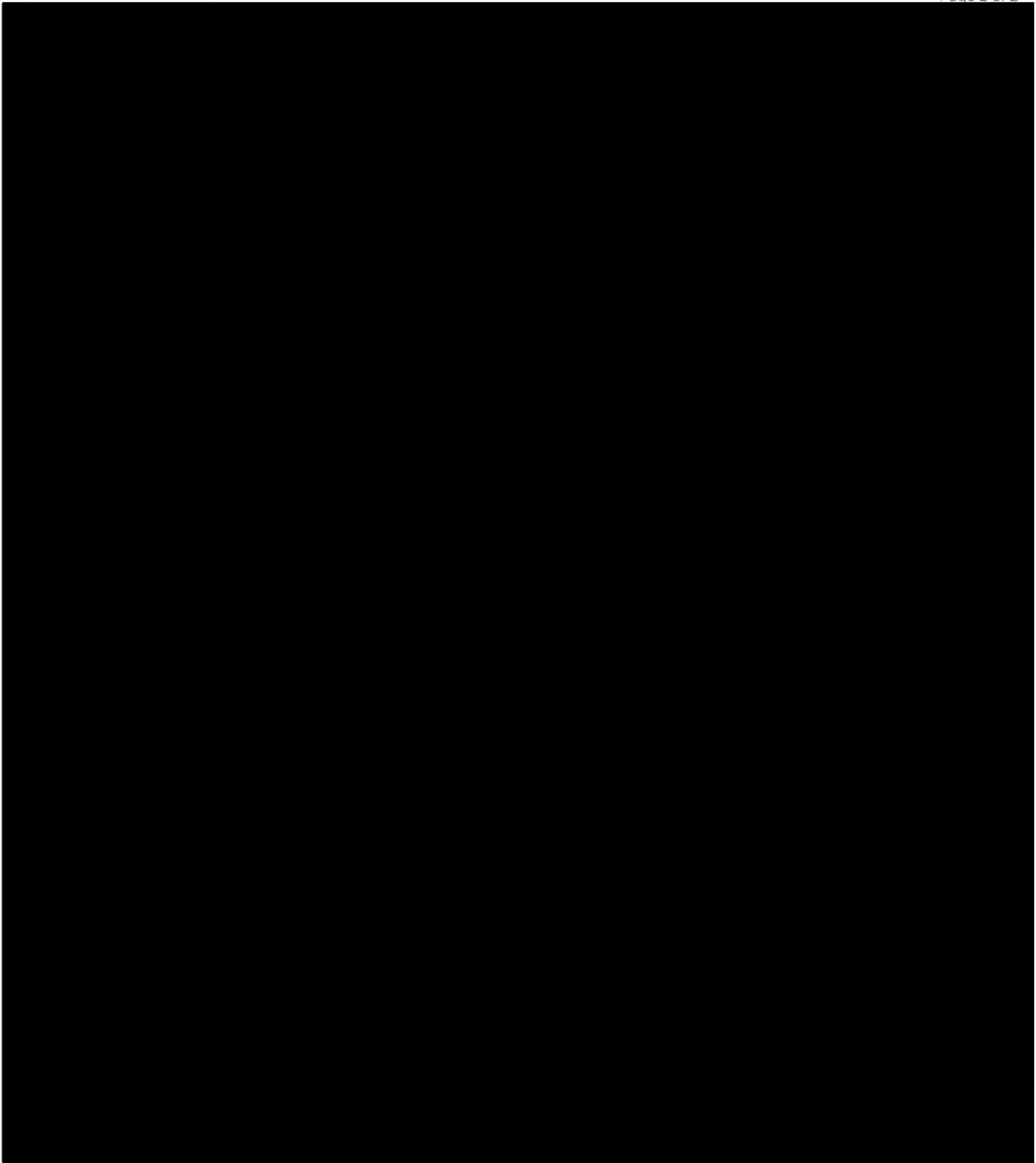


EXHIBIT 1

SUPPLEMENT NO. 2

EXHIBIT F

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

SCOPE OF SERVICES

**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**

Tasks within the Master Plan, Concept and Design phases have resulted in changes in the character or complexity of the scope of work. The items are recent developments with ongoing coordination with the local municipalities, the BNSF Railroad, and project stakeholders. A list of items not included in our scope, but required to complete the project, includes the following:

- 1) Shoo-Fly Bridge lengthening investigation. Investigate lengthening the shoofly structure as part of the mainline construction scheduling exercise, including impacts to BNSF and local municipalities, estimate of additional construction cost, as well as meetings and coordination. This extra effort is needed to assist with assessing the mainline construction schedule.
- 2) Value Management Study – Phase 2 presentation/overview includes development of a presentation and meeting providing overview of this project.
- 3) Fiber optic relocation plans. A fiber optic utility owned by Century Link conflicts with the work. The utility owner has requested Tollway to develop relocation design to meet the construction schedule. In addition to plan production, meetings and conceptual relocation plans are needed for utility owners review.
- 4) Village of Hinsdale requests during the project negotiations and plan reviews require modification, including:
 - a) Modification of the proposed embankment side slopes within Pierce and Veeck Park with the addition of a sight screen fence. The grading and drainage modifications include reanalysis of the culvert design and compensatory storage design, concept grading exhibits, culvert enclosure with extension, development of plat of acquisition for new permanent easement, revised IDNR-OWR permitting, grading and erosion control plan modifications. These modifications are needed to comply with the Inter-governmental agreement.

- 5) Western Springs Park District requests modifications as follows:
 - a) Relocate the Park District tennis courts elsewhere (work performed by others) but maintains the new parking lot design. This work requires coordination with Park District design team and MWRD permitting for Tennis Court relocation to comply with detention requirements, parking lot and lighting design, and field survey work.
 - b) Revised proposed railroad embankment grading, sight screen, drainage, and erosion control plan in Spring Rock Park, which will also require Plat revisions and lighting design for Burlington Avenue.
 - c) Additional meetings and coordination for review and approval of the design.

- 6) Village of Western Springs requests modifications along Hillgrove Avenue to include lighting and drainage plans to include an overflow structure tying into the proposed cross culvert underneath the BNSF embankment and modifying the sewer along Hillgrove to function with the overflow structure.
 - a) Design and plan preparation for the requested overflow structure.
 - b) Drainage plan revisions lowering the invert elevation along Hillgrove Avenue outletting to the new overflow structure.
 - c) Revised drainage plans through the public works yard due to overflow structure.

- 7) Additional Coordination including:
 - a) Participate in Local Agency meetings due to ongoing coordination, including a corridor open house, Village of Hinsdale Parks and Recs Board Meeting, Western Springs Park District Board Meeting, Hinsdale Homeowners Meeting, and Hinsdale Open House.
 - b) Preparation of meeting exhibits, including:
 - i) Village of Hinsdale grading modifications and cross sections.
 - ii) Western Springs Park District: revised grading, sight screen fence, and railroad access ramps.
 - iii) Renderings showing existing conditions, temporary conditions during construction, and final conditions including the fourth track were developed for both the Village of Hinsdale and Village of Western Springs.
 - c) Internal coordination with DCM and OR prior to the meeting with outside agencies.

- 8) Retaining Wall in Spring Rock Park. The BNSF Railroad track design standards have been revised, and requested the Tollway implement these changes. A new retaining wall is required to accommodate this revision and will be placed within the railroad's Right of Way adjacent to Spring Rock Park. The wall is estimated to be 600-ft long with a maximum 15-ft height. A technical memorandum identifying geotechnical requirements will be developed.

- 9) Administration/Management. Additional project management and planning is required as a result of the project modifications.

EXHIBIT G

Contract No. RR-14-4222

Christopher B. Burke Engineering, Ltd.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
Prime				
RR-11-4032	Environmental Services Upon Request	\$5,000,000.00	\$13,000.00	5/1/2018
Sub				
RR-18-4032	Tri-State Tollway 95th St - Balmoral Ave.	\$5,000,000.00	\$2,225,000.00	6/31/2023
Sub/Partner				
I-11-4014	Elgin O'Hare Bypass	\$498,140.00	\$221,000.00	5/31/2018
Sub to CH2M Hill				
I-12-4080	Illinois 53 Extension	\$800,000.00	\$0.00	4/1/2019
Sub to Transystems				
RR-14-4221	Tri State Tollway- Mile Long Bridge	\$1,326,200.00	\$6,400.00	3/1/2020
Sub to Locher, HDR, Quigg				
I-15-4656	EOWA I-294 to I-290 Trio	\$2,392,203.00	\$370,500.00	5/31/2019
Sub Benesch/CBBEL/Lin JV				
I-14-4190	I-90	JV=9,499,523		
BCP Tollway Partners JV		CBBEL=2176971.36	\$0.00	7/1/2017
I-17-4303	Tri-State O'hare Oasis to Balmoral Ave	\$2,159,969.96	\$0.00	11/30/2022
Team with Bowman Barrett				
I-18-4356	Tri-State Wolf to Balmoral	\$5,000.00	\$5,000.00	2/28/2019
Sub to Locher				
IDOT				
P-91-004-09	Various Saftey Assessments	\$600,000.00	\$14,000.00	1/28/2018
P-91-007-09	IL 47 doe US 14 to Charles Road	\$468,980.00	\$37,000.00	4/13/2019
Sub to Strand				
P-91-388-10	US 45 (form IL 132 to IL 173)	\$1,655,172.00	\$3,000.00	1/28/2018

EXHIBIT G

Contract No. RR-14-4222

Christopher B. Burke Engineering, Ltd.

CURRENT OBLIGATIONS FOR PROJECT

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

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

<p>1 _____</p> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ -</p>	<p>6 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>2 _____</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>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 _____</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>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 _____</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>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: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Sanchez & Associates, P.C.

Contract Number: RR-14-4222

Proposal Date: 3/1/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract No.: RR-14-4222

Consultant: Sanchez & Associates, P.C.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>84.00</u>	X	\$ <u>32.72</u>	=	TOTAL DIRECT SALARY \$	<u>2,748.48</u>
(Total Work Hours from Exhibit C-2)		(Average Hourly Rate from Exhibit C-2)			

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

DIRECT REGULAR SALARY TIMES MULTIPLIER \$ 7,695.74

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT
 (For Prime Consultant listed above.)

TOTAL DIRECT COSTS _____

C. SERVICES BY OTHERS

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

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

TOTAL SERVICES BY OTHERS \$ _____ -

D. ADDITIONAL SERVICES (Prime Consultant)

_____ (Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

_____ (Requires prior authorization before use)

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation) \$ 7,695.74

Contract No.: RR-14-4222 Consultant: Sanchez & Associates, P.C.

Date: 3/1/2019

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 6 No. OF MONTHS
 SCHEDULED START DATE: 3/1/2019
 RAISE DATE: 8/31/2019
 PERCENT OF RAISE: 3%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date
3/1/2019	-	8/31/2019	-	-
6.0		6.0		6.0
100.00%				
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date
-	-	-	-	-
6.0		6.0		6.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

The escalation factor for this project is: 100.00%

Contract No.: RR-14-4222

Date: 3/1/2019

Consultant: Sanchez & Associates, P.C.

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

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES										DIRECT COST OVERTIME PREMIUM		
Classification Eligible for Premium Overtime?		Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Overtime Premium Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)	Total Estimated Overtime Hours:	Average Overtime Premium Hourly Rate:	Total Overtime Premium:
No		Principal	\$50.00	\$70.00	\$70.00	\$70.00	1.00			84.00		\$2,748.48
No		Project Manager	\$40.00	\$70.00								
No		Senior Engineer/Planner	\$40.00	\$70.00								
No		Resident Engineer	\$40.00	\$70.00	\$44.50	\$44.50	6.00					
No		Project Engineer/Planner	\$25.00	\$60.00	\$39.40	\$39.40	11.70					
No		Staff Engineer/Planner	\$20.00	\$40.00	\$31.83	\$31.83	25.30					
No		Engineer /Accountant	\$20.00	\$60.00								
No		Senior Technical Specialist	\$25.00	\$60.00	\$28.64	\$28.64	40.00					
No		Technical Specialist	\$15.00	\$50.00								
No		Architect	\$30.00	\$70.00								
No		Really Specialists	\$20.00	\$70.00								
No		Intern	\$8.25	\$20.00								
No		Admin/Clerical	\$8.25	\$40.00								

ALLOWABLE DIRECT COSTS

09.12.2018

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

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

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

NOTES:

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

Contract No.: RR-14-4222

Consultant: Sanchez & Associates, P.C.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Sanchez, Gerardo P.

Classification: Principal / Survey Manager, P.L.S.

Name: Brazas, Jefferson, J.

Classification: Project Manager, P.L.S.

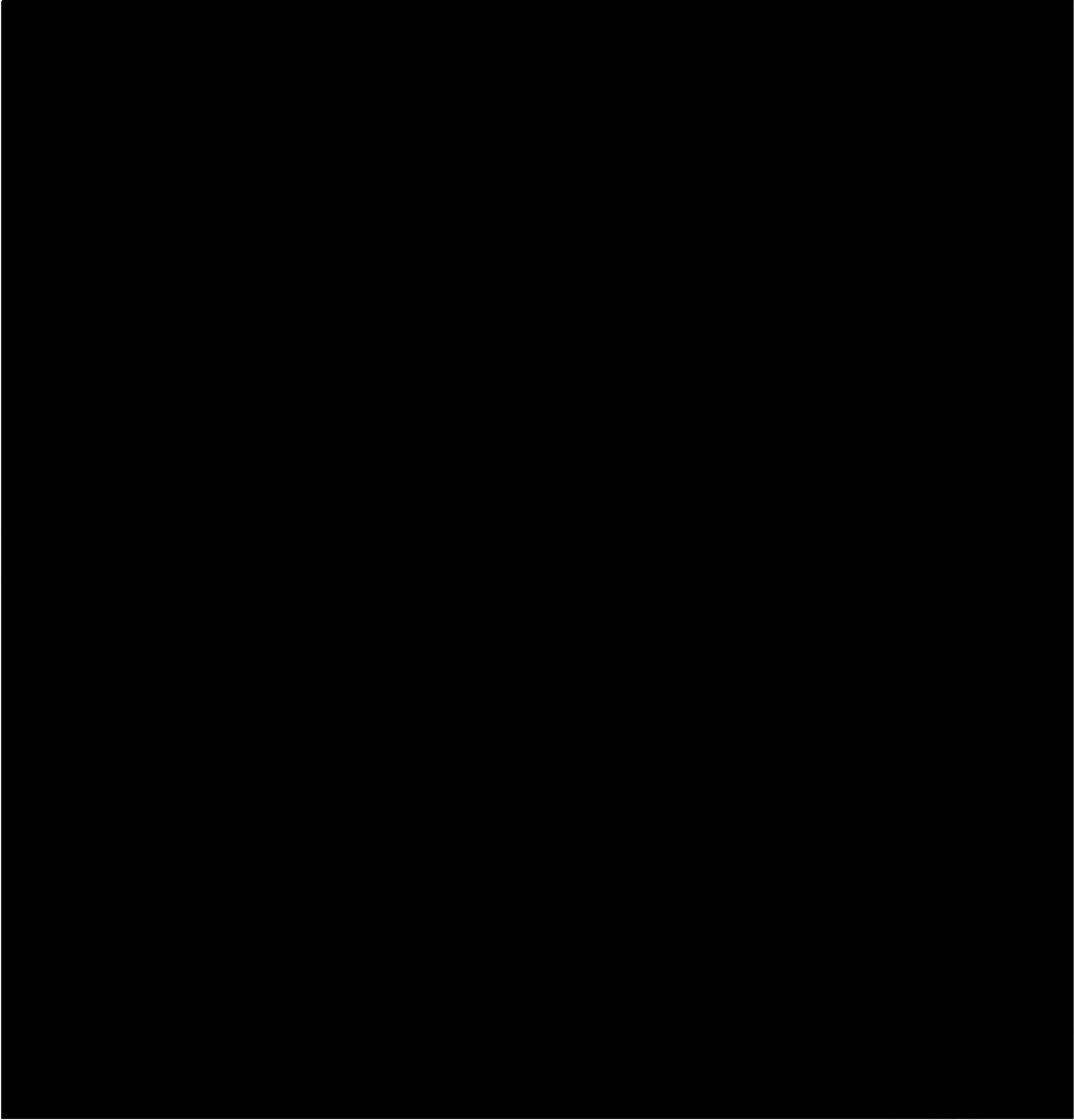
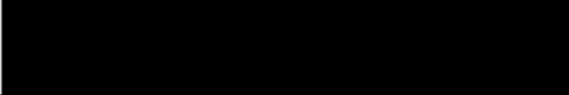
Name: _____

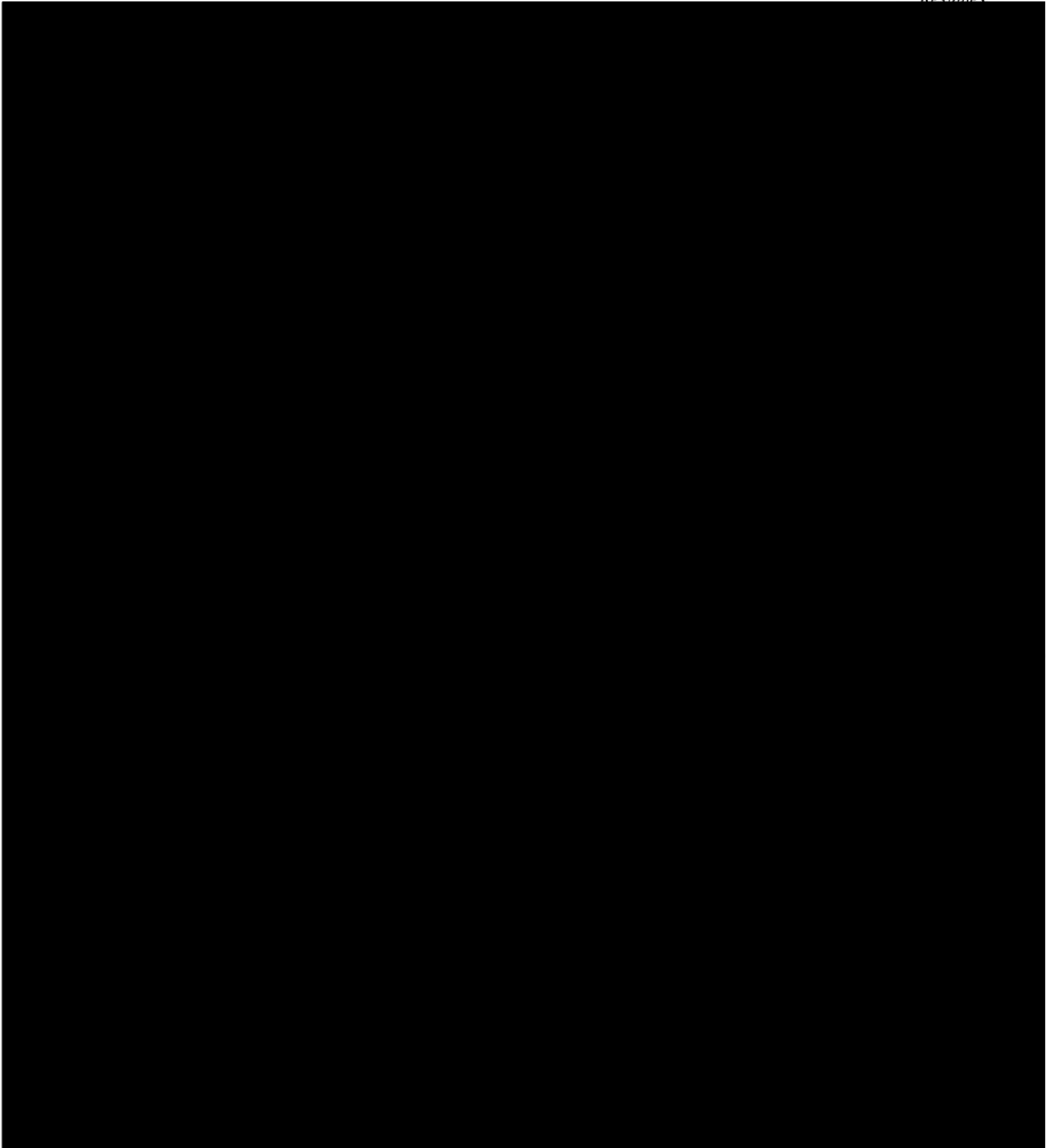
Classification: _____

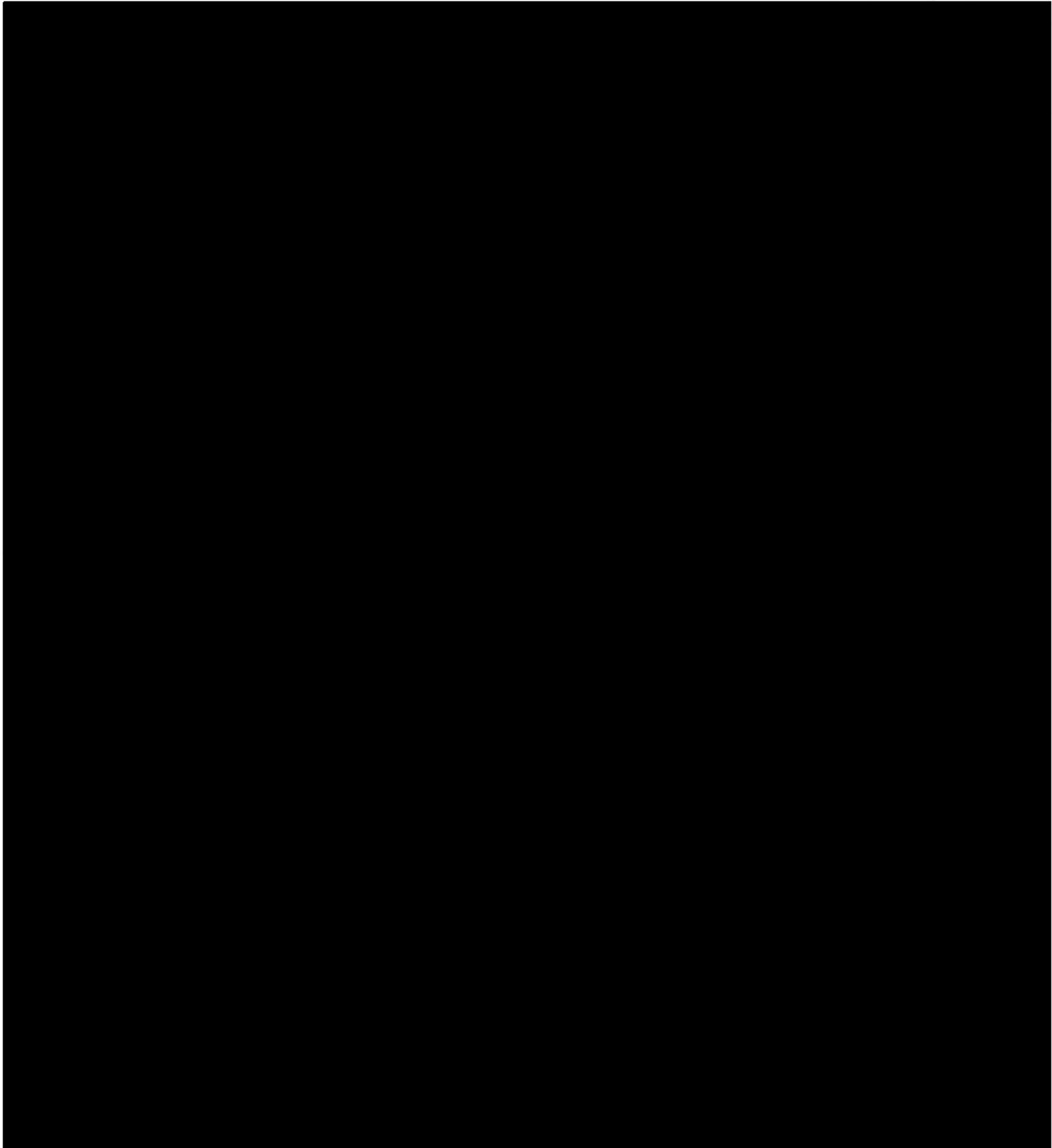
Name: _____

Classification: _____

Gerardo P. Sanchez
Professional Land Surveyor







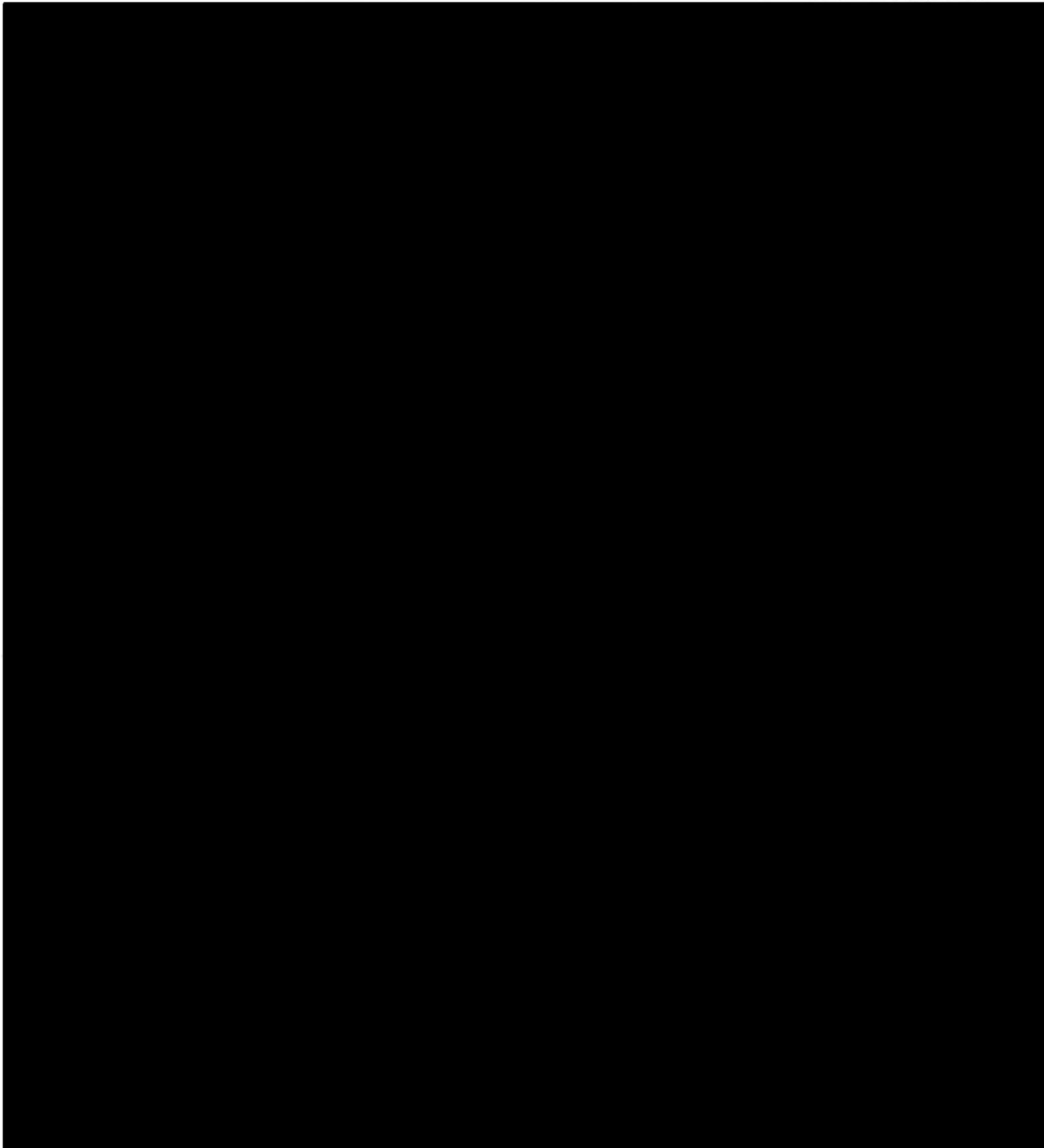


EXHIBIT F

Contract No. RR-14-4222

Sanchez & Associates, P.C.

SCOPE OF SERVICES

Each firm will be bound to the Tollway's Exhibit F Scope of Work as prepared by the Tollway. Each firm will perform only work they are qualified to perform to the Professional Standard of Care Level required by the Tollway. Work tasks will be assigned by the management team of Gannett Fleming, Inc., as required to meet the expectations of the Tollway for this project.

EXHIBIT G**Contract No. RR-14-4222****Sanchez & Associates, P.C.****CURRENT OBLIGATIONS FOR PROJECT**

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
RR-14-4222	IL Tollway - Bridge Rehabilitation / Reconstruction on the Tri-State Tollway (I-294) M.P. 26.6	\$ 328,578.41	\$ 18,905.06	12/31/2019
RR-14-4224	IL Tollway - Roadway Study on the Tri-State Tollway (I-294) M.P. 29.5 to M.P. 40.0	\$ 1,207,051.06	\$ 36,636.59	12/31/2019
RR-13-4151	IL Tollway - Design Upon Request-Systemwide	\$ 135,000.00	\$ 63,012.18	12/31/2019
RR-14-5705	IL Tollway - Bridge Reconstruction & Interchange Improvements Fransworth Avenue over Reagan Memorial Tollway (I-88) M.P. 114.35 to M.P. 122.10	\$ 151,124.11	\$ 56,542.28	12/31/2019
RR-16-4255	IL Tollway - Roadway and Bridge Rehabilitation – Design, Veterans Memorial Tollway M.P. 12.3 (I-55) to M.P. 22.3 (STA 11260+00, Butterfield Road), Phase II Engineering	\$ 165,349.60	\$ 409.95	12/31/2019
RR-17-4277	I-94, Pavement and Structural Preservation and Rehabilitation, M.P 21.85 (Half Day Road) to M.P. 25.2 (Lake Cook Road). Phase II Engineering	\$ 121,007.80	\$ 11.89	12/31/2019
RR-15-9975RR	Consulting Engineer Services	\$ 1,572,144.41	\$ 1,153,008.10	12/31/2019
RR-17-4314	Tri-State Tollway I-294 from M.P. 40.0 to M.P. 52.9 (Balmoral Avenue to Lake Cook Road) Phase II Engineering	\$ 57,634.00	\$ 22,708.64	12/31/2019
RR-17-4313	Reagan Memorial Tollway (I-88) East of Washington Street to York Road MP 126.9 to MP 139.1 Phase II	\$ 90,900.00	\$ 28,294.56	12/31/2019
RR-17-4312	Reagan Memorial Tollway (I-88), Pavemet and Structural Preservation and Rehabilitation, M.P. 123.4 (Illinois Route 59) to M.P. 126.9 (Washington Street)	\$ 34,990.00	\$ 18,958.92	10/31/2019
RR-17-4292	Veterans Memorial Tollway (I-355), between Mile Post 0.0 and Mile Post 12.3	\$ 2,692.97	\$ -	8/31/2018

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

<p>1 _____</p> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ _____</p>	<p>6 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ _____</p> <p>Services by Others \$ _____</p> <p>Additional Services ** \$ _____</p> <p>Total this Subconsultant (ULC) \$ _____</p>
<p>2 _____</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>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 _____</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>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 _____</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>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: \$ _____

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

** Additional services funds require prior authorization before use

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

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

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