

10/17/19

6.5/7

RESOLUTION NO. 21898

Background

The Illinois State Toll Highway Authority ("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. submitted a proposal to provide Supplemental Design Services for Contract RR-14-4222, increasing the contract upper limit by \$240,600.70, from \$7,221,524.08 to \$7,462,124.78. It is necessary and in the best interest of the Tollway to accept the proposal from Gannett Fleming, Inc.

Resolution

The Chief Engineering Officer is authorized to negotiate an Amended Agreement with Gannett Fleming, Inc., consistent with the aforementioned proposal, to increase the contract upper limit by \$240,600.70, subject to review and approval of the General Counsel. The Chairman/Chief Executive Officer of the Tollway is authorized to execute the Agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:


Chairman

CLOSE WINDOW

[Print](#)

PR-14-4222

Business & Contact Information

BUSINESS NAME ABNA Of Illinois, Inc., DBA ABNA

OWNER Rashid O Adewale

ADDRESS 9901 South Western Avenue, Suite 001 [Map This Address](#)
Chicago, IL 60643-1800

PHONE 773-881-4788 Ext. 1101

FAX 773-239-3728

EMAIL aadewale@abnacorp.com

Certification Information

CERTIFYING AGENCY City of Chicago

CERTIFICATION TYPE MBE - Minority Business Enterprise

CERTIFICATION DATE 7/5/2017

RENEWAL DATE 8/31/2018

EXPIRATION DATE 8/31/2018

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

Commodity Codes

Code	Description
NAICS 541330	Engineering services
NAICS 541340	Drafting services
NAICS 541360	Geophysical mapping services
NAICS 541360	Geophysical surveying services
NAICS 541370	Surveying and mapping services (except geophysical)

NAICS 541380

Geotechnical testing laboratories or services

Additional Information

WARD

19

COMMUNITY AREA

72 Beverly

PX-14-4222



Office of the Secretary of State Jesse White
CYBERDRIVEILLINOIS.COM

Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number 55763127
Entity Name GANNETT FLEMING, INC.
Status ACTIVE

Entity Information

Entity Type
CORPORATION

Type of Corp
FOREIGN BCA

Qualification Date (Foreign)
Wednesday, 13 December 1989

State
DELAWARE

Duration Date
PERPETUAL

Agent Information

Name

ILLINOIS CORPORATION SERVICE C

Address

801 ADLAI STEVENSON DRIVE
SPRINGFIELD , IL 62703

Change Date

Thursday, 19 April 2007

Annual Report

Filing Date

Thursday, 3 January 2019

For Year

2018

Officers

President

Name & Address

PAUL NOWICKI PO BOX 67100 HARRISBURG, PA 17106-7100

Secretary

Name & Address

ARTHUR HOFFMAN, JR SAME

Assumed Name

ACTIVE

GEODECISIONS

ACTIVE

GANNETT FLEMING TRANSIT & RAIL SYSTEMS

ACTIVE

VERTICAL TRANSPORTATION EXCELLENCE

[Return to Search](#)

(One Certificate per Transaction)

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Wed Sep 25 2019

Bailey, Shanel

RR-14-4222

From: Bailey, Shanel
Sent: Friday, October 11, 2019 11:47 AM
To: Bailey, Shanel
Subject: Gannett Fleming, Inc. - [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 11:32 10/11/19

ACTION: S

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

DISCLAIMER:

AS OF 10/11/19 AT 11:46 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.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

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Bailey, Shanel

RR-14-4222

From: Bailey, Shanel
Sent: Friday, October 11, 2019 11:50 AM
To: Bailey, Shanel
Subject: Christopher B. Burke, Engineering, Ltd. - [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 11:32 10/11/19

ACTION: S

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

DISCLAIMER:
AS OF 10/11/19 AT 11:48 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *** [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

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DESIGN SECTION ENGINEER
THIRD SUPPLEMENTAL AGREEMENT

The Board of Directors, on the 17th day of **October, 2019**, authorized this **THIRD 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.**, 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 **July 23, 2015**, to provide design section engineering services (hereinafter "Services") for Contract No. **RR-14-4222** for **Bridge Rehabilitation/Reconstruction on the Tri-State (I-294) Mile Post 26.6**; 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 **September 23, 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 (I-294) Mile Post 26.6** 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 (I-294) Mile Post 26.6** performed by the DESIGN SECTION ENGINEER under the Original Agreement and including the services set forth herein, is hereby increased from **\$7,221,524.08** by **\$240,600.70** to **\$7,462,124.78**.

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

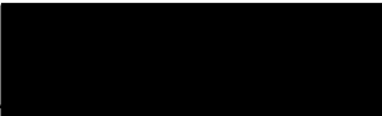
EXPATRIATED ENTITIES


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 **THIRD SUPPLEMENTAL AGREEMENT** for **RR-14-4222** the day and year first above written.


THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY


GANNETT FLEMING, INC.

By  2/5/2019 Vice
Chair/Executive Director - Signature Date
Will Evans/José Alvarez
Chief Executive Officer

 10/9/2019
President - Signature Date
James M. Davin
Printed Name as Signed Above

APPROVED:
 11-26-19
Chief Financial Officer - Signature Date
Michael Colsch

APPROVED:
 11/25/19
General Counsel – Signature Date
Kathleen Pasulka-Brown

Approved as to Form and Constitutionality
 1/21/2018
Attorney General, State of Illinois - Signature Date

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

FOR CONTRACT NUMBER RR-14-4222

This proposal, dated September 23, 2019, is submitted by Gannett Fleming Inc. (formerly Bowman, Barrett & Associates, 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 \$ 7,221,524.08 by \$ 240,600.70 to \$ 7,462,124.78.

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

EXHIBIT F

CONTRACT RR-14-4222

(Gannett Fleming, (formerly Bowman, Barrett, and Associates, Inc.))

SCOPE OF SERVICES

See attached.

SUPPLEMENT NO. 3

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 BNSF RR, Century Link and FCWRD utilities, local municipalities, Owner's Representative (OR), and the Design Corridor Manager (DCM). A list of items not included in our scope or items requiring revisions required to complete the project, includes the following:

- 1) **Earthwork Quantity Revisions:** Earthwork special provisions and quantities (including the earthwork table and cross sections) require updating to comply with changes associated with the BNSF RR Construction and Maintenance Agreement. The revised Special Provisions include Embankment, Unsuitable Soil Disposal, and Earth and Rock Excavation. In addition, Tollway pay items have been revised for testing and disposal of excavated earth material. This also included the addition of erosion and sediment control plans for the Ogden Avenue Interchange.
- 2) **Ground Improvement Modifications:** The BNSF RR has revised the track grading resulting in a new retaining wall in Spring Rock Park (additional scope of work for the retaining wall was included in a previous Supplement). Additional effort is required for the modifications to the ground improvement details to facilitate the installation of the retaining wall in Spring Rock Park. Limits/depth of excavation and cap elevations need an evaluation to ensure retaining wall installation is compatible with the ground improvement system. The changes include revisions to top of pile elevations to match new retaining wall leveling pad elevation, revision to pile cap dimensions and details for portions beneath new retaining wall, revisions to earth excavation computation and cross sections, revised pile loads, details for temporary soil retention system, additional special provisions, and adjustments to quantities. Structure Geotechnical Report revisions are required as well due to this modification, in addition to drainage adjustments in Spring Rock Park and drainage design for the new embankment.
- 3) **Temporary ITS and ITS Camera:** Contract 4438 (by others) includes relocation of the Tollway's Fiber Optic backbone to a temporary location. In order to eliminate schedule risks should the 4438 Contract have unforeseen delays, an alternate relocation plan that is

compatible with Contract 4428 schedule will be used if needed. Additional plan sheets are required to include work for temporary ITS elements, as well as additional seven (7) pay items and special provisions.

The Village of Western Springs inter-governmental agreement includes provision for a camera to be installed at the work site. Additional plan sheets are required to include work for the installation of an ITS camera. The drawings were modified to identify power tie-in points that is beyond the project limit. The camera requires modification of existing drawings, additional plan sheets and base sheets, eight (8) special provisions and pay items.

- 4) Post Award Value Engineering Study (PAVE): A post award Value Engineering Study is being performed and requires DSE input. Additional effort includes development of project presentation/overview, scoping meeting, attendance at the Post Award Value study, and development of supporting documents, such as developing a summary of project costs distributed in specific categories.

- 5) Coordination and modifications with Design Team, Local Agency, Utilities and Permitting Requirements:
 - a) Village of Western Springs, Village of Hinsdale and Western Springs Park District requests modifications as follows:
 - i) Hinsdale Drainage Revisions Due to Earthwork revision to accommodate slopes minimizing park impacts.
 - ii) Spring Rock Park Lighting for new parking lot.
 - iii) Drainage design for overflow structure and local agency coordination.
 - iv) Burlington Avenue Lighting
 - v) Drainage Revisions & Storm Sewer Sizing Along Hillgrove Avenue
 - vi) Modifications to parking lot design due to ongoing coordination.
 - b) Coordination is required with DCM and OR for policy change on disposal of excavated earth material, including two in person meetings and two teleconference meetings.
 - c) Construction schedule investigation: The BNSF RR Construction and Maintenance Agreement was not executed by the anticipated date. Alternate schedules were developed for different notice to proceed dates scenarios.
 - d) Century Link relocation coordination ongoing, and it is anticipated five additional meetings are required; and additional coordination and meetings were held with the Wellness Center for the replacement of the Century Link Fiber Optic manhole replacement.
 - e) Temporary generator modifications, including field meeting and ComEd meeting to discuss potential solutions to meet existing conditions.
 - f) FAA Permit Application is required for this project and not included in previous scope of work, and combined Sewer lining and IEPA permit for additional pipe length to remain in place.
 - g) Development of special provision for Fence (Special) requested by the Village of Hinsdale, and Concrete blocks for Village of Western Springs public works facility.
 - h) BNSF RR Bearing Design/Special Provision: BNSF RR provided details and special provisions that were included in the plans. Local fabricators requested variance to those

- requirements based on fabrication difficulties. An alternate design and special provision were investigated, in addition to coordination efforts with stakeholders.
- i) Revision of S.P. 111 for March 2019 format.
 - j) MWRD permit application for the permanent parking lot in spring rock park, including coordination efforts with the WSPD.
 - k) Additional meetings with the BNSF Railroad beyond project advertisement date.
 - l) Modifications from ongoing BNSF RR coordination.
- 6) Mainline Coordination: Modifications to the abutment wingwalls are required to comply with mainline design. The current wingwall configuration is parallel to the mainline, and the requested configuration will skew the walls away from the mainline allowing the geometry to comply with the future mainline drainage design requirements. Revisions include changes to the drawings, reinforcement bar details and quantity revisions.
- 7) FCWRD Utility Conflict: A Level A utility locate revealed the 48-inch Diameter FCWRD siphon is approximately 1.5-feet closer to the surface than previous attempts for Level A locates indicated. This facility cannot be relocated and is in conflict with the proposed box culvert which will be buried in Pierce Park. A segment of the culvert will be redesigned as cast-in-place, consisting of a slab and a load transfer frame. This modification allows the existing utility to remain in place and is compatible with the drainage requirements. Additional sheets and design are required for this revision. Modifications due to ongoing coordination with FCWRD and redesign of the hydraulic model for the modified conditions are also required.
- 8) Administration/Management: Additional project management and planning is required as a result of the project modifications.

RR-14-4222: Reconstruction of BNSF RR Bridge over Tri-State Tollway (M.P. 26.6)

Summary Breakdown of Tasks - Additional Services

Task No.	Task Description		Work Requests Beyond Current Upper Limit (Estimated Work Hours)
1	Earthwork Quantity Revisions		112
	a) Special Provisions	32	
	b) Earthwork computations (earthwork schedule and cross sections)	60	
	c) Erosion and Sediment Control plans for Ogden Avenue Interchange	20	
2	Ground Improvement Modifications		236
	a) Re-evaluate top of cap elevations	48	
	b) Plan modifications for adjusted pile loads and recomputation of quantities for caps and piles	88	
	c) Temp soil retention system details	32	
	d) Revisions to details for Retaining Wall 3 to coord with gnd improvements	16	
	e) Special Provisions	4	
	f) Drainage modifications Spring Rock Park for new Retaining Wall	32	
	g) Geotechnical Report coordination for retaining wall	16	
3	Temporary ITS		104
	a) Plan modifications (3 sheets) + 1 new sheet	84	
	b) Special Provisions	8	
	c) Meeting with ITS group to coordinate revisions (3 mtgs @ 4 hrs)	12	
	ITS Camera		138
	a) Meeting/Coordination (2 mtgs @ 4 hrs x 2 people)	16	
	b) Plan Revisions (1 exist + 3 new)	84	
	c) Standard Drawings and modified base sheets (15 @ 2 hrs each)	30	
	d) Special Provisions and quantity computations	8	
4	Value Management Study		40
	a) Scoping meeting and Document Gathering/presentation	16	
	b) Post Award Value Study	12	
	c) Preparation for Post Award Study, including cost breakdown	12	
5	Coordination and Modifications with Design Team, Local Agency, Utilities and Permitting requirements		675
	a) Local Agency Requirements		
	i) Hinsdale Drainage Revisions Due to Earthwork Revision	44	
	ii) Spring Rock Park Lighting	12	
	iii) Overflow Structure - Drainage and Coordination	40	
	iv) Burlington Ave Lighting	35	
	v) Drainage Revisions & Storm Sewer Sizing Along Hillgrove Avenue	56	
	vi) Additional modifications for Parking Lot Design from ongoing Coordination	160	
	b) Meetings to discuss earthwork management and testing with RR	12	
	c) Construction Schedule Investigation (2 different scenarios x 4 hrs each)	8	
	d) Century Link relocation coordination (5 mts @ 2 hrs)	10	
	d) Coordination with Wellness House (2 mtgs @ 4 hrs)	8	
	e) Temporary Generator modifications, including coordination	24	
	f) FAA Permit Application	60	
	f) Combined Sewer Lining and EPA permit for additional pipe length	16	
	g) Additional Special Provision for Fence (Special) and Concrete Blocks	8	
	h) BNSF Bearing Design and Special Provision coordination	8	
	i) Revision to SP 111 for March 2019 format	8	
	j) MWRD Permit for new WSPD Parking Lot Design	64	
	k) Additional meetings with the BNSF RR and DCM/OR (6 mtgs @ 3hrs)	18	
	l) Modifications from ongoing BNSF Coordination	84	
6	Modifications due to Mainline Design		180
	a) Coordination with ML - sketches plus conference call	20	
	b) Wingwall Plan modifications (includes reinforcement tables)	160	
7	FCWRD Utility Conflict		364
	a) Coordination and field meeting with Level A and OR	12	
	b) Concepts for avoiding FCWRD conflicts	24	
	c) Plan Development - CIP segment, with slab spanning utility and frame walls and roof	128	
	d) Hydraulic Redesign and IDNR-OWR Permit revisions	40	
	e) Additional modifications from ongoing coordination with FCWRD	160	
8	Administration/Management	80	80
Total Hours =			1,929

EXHIBIT G

Contract No. RR-14-4222

Gannett Fleming, Inc. (formerly Bowman, Barrett, and Associates)

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplements and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
D-91-185-09 PTB 152-004	I-80 from Grundy County Line to US 30	\$4,943,821	\$200,100	6/28/2020
D-91-012-13 PTB 165-008	US 20 at IL 59	\$1,445,502	\$84,140	12/31/2019
RR-14-4222 PSB 14-3, Item 2	Tri-State Tollway, Bridge Rehabilitation/ Reconstruction, Burlington Northern Santa Fe (BNSF) Railroad Bridge (MP 26.6)	\$7,221,524	\$112,400	12/31/2019
RR-16-4254 PSB 16-1, Item 7	I-88, Roadway and Bridge Rehabilitation, Design, MP 91.41 (Annie Glidden Rd) to MP 113.3 (IL 56) Phase II Engineering	\$2,145,681	\$1,860	11/30/2019
I-17-4303 PSB 17-3, Item 8	Tri-State Tollway, Roadway Reconstruction and Bridge Rehabilitation, O'Hare Oasis (MP 37.0) to Balmoral Avenue (MP 40.0)	\$8,200,000	\$225,000	11/30/2020
C-91-337-14 PTB 188-008	I-90 (Kennedy Expressway): I-190 to IL 43 (Harlem) Phase III	\$5,473,570	\$3,026,727	12/31/2020
D-93-079-18 PTB 188-018	I-180 over Illinois River <i>Subconsultant to B&MCD</i>	\$108,773	\$41,773	12/31/2019
C-91-190-14	I-290/Congress Parkway EB Ramps to NB I-90/94 <i>Subconsultant to Tecma</i>	\$299,943	\$299,943	5/31/2021
RR-18-4377 PTB 18-2, Item 7	Systemwide, Maintenance Facilities, Construction Management Services Upon Request <i>Subconsultant to Ardmore Roderick</i>	\$325,000	\$244,300	6/30/2020



CERTIFICATE OF LIABILITY INSURANCE

6/1/2020

DATE (MM/DD/YYYY)

10/9/2019

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: _____													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Lexington Insurance Company	19437	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A : Lexington Insurance Company	19437													
INSURER B :														
INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														
INSURED 1361922 GANNETT FLEMING, INC. PO BOX 67100 HARRISBURG PA 17106-7100														

COVERAGES + CERTIFICATE NUMBER: 15780623 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	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 \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMPIOP AGG \$ XXXXXXXX \$
	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) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ _____ RETENTION \$ _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N	N	020720848	6/1/2019	6/1/2020	\$10,000,000 PER CLAIM; \$10,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
1002-064883 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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/9/2019

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	
		INSURER A : PA Manufacturers Indemnity Co.	
		INSURER B : Indemnity Ins Co of North America	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1861524655 **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"/> PROJECT <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"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	N11004507002	2/1/2019	2/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	2019012907384A	2/1/2019	2/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Blanket Additional Insured applies per written contract.
1002-064883 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 **CANCELLATION 90**

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

<p>Name Of Person(s) Or Organization(s):</p> <p>ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT, EXECUTED PRIOR TO LOSS TO NAME AS ADDITIONAL INSURED.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

SCHEDULE

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

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

However:

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

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

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

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

whichever is less.

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

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: 9/23/2019

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: Gannett Fleming, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
														Grand Total Exhibit A Hours	1,099	
Phase II Plans										300				300	200	800
Admin/Management										25				25	10	60
TOTALS										325				325	210	860

Contract Number: RR-14-4222 Consultant: Gannett Fleming, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Phase II Plans	100	100	16	4										220
Admin/Management	10	5	2	2										19
TOTALS	110	105	18	6										239

Contract No.: RR-14-4222

Consultant: Gannett Fleming, Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

$$\begin{array}{r} \underline{1,099.00} \\ \text{(Total Work Hours} \\ \text{from Exhibit C-2)} \end{array} \times \begin{array}{r} \$ \quad 44.30 \\ \text{(Average Hourly} \\ \text{Rate from Exhibit} \\ \text{C-2)} \end{array} = \text{TOTAL DIRECT SALARY } \$ \quad \underline{48,685.70}$$

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 \$ 136,319.96

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) \$ 14,835.86

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) \$ 39,580.80

TOTAL SERVICES BY OTHERS \$ 54,416.66

D. ADDITIONAL SERVICES (Prime Consultant)

\$ 49,864.08

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

(Requires prior authorization before use)

TOTAL ADDITIONAL SERVICES \$ 49,864.08
(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 240,600.70

Contract No.: RR-14-4222

Consultant: Gannett Fleming, Inc.

Date: 9/23/2019

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 7 No. OF MONTHS
 SCHEDULED START DATE: 10/1/2019
 RAISE DATE: 1/1/2020
 PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date	Date
10/1/2019	12/31/2019	1/1/2020	4/30/2020	-	-	-
3.0	7.0	4.0	7.0	7.0	7.0	7.0
42.86%	57.14%					
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
-	-	-	-	-	-	-
7.0	7.0	7.0	7.0	7.0	7.0	7.0
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: 9/23/2019

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	Engineer VIII	Daum, James	\$50 - \$70
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	
	Engineer VI	Dues, Eric	
Resident Engineer	Engineer V	Christensen, Jordan	\$40 - \$70
	Engineer V	Coronado, Oscar	
	Engineer V	Kibbons, James	
	Engineer V	Zelisko, Michael	
Project Engineer/Planner	Engineer IV	Adan, Rosalva	\$25 - \$60
	Engineer IV	Crader, Bryan	
	Engineer IV	Issa, Samaan	
	Engineer IV	Lopez, Octavio	
Staff Engineer/Planner			\$20 - \$40
Engineer /Accountant	Engineer III	Starzyk, Josua	\$20 - \$60
Senior Technical Specialist	CADD Technician III	Panganiban, Eugenie	\$25 - \$60
	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

Contract No.: RR-14-4222

Consultant: Gannett Fleming, Inc.

Date: 9/23/2019

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern	Intern		\$8.25 - \$20
Admin/Clerical	Administrative Assistant	Mott, Margaret	\$8.25 - \$40
	Administrative Assistant	Schenk, Megan	

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

Contract No.: RR-14-4222

Consultant: Gannett Fleming, Inc.

Date: 9/23/2019

Escalation Factor: 100.00%

(From Exhibit C-1)

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

<p>TOTAL</p> <p>Total Estimated Work Hours: 1,099.00</p> <p>Average Hourly Rate: \$44.30</p> <p>Total Direct Labor: \$48,685.70</p>		<p>DIRECT COST OVERTIME PREMIUM</p> <p>Total Estimated O/T Hours:</p> <p>Average Premium O/T Hourly Rate:</p> <p>Total Overtime Premium:</p>	
--	--	---	--

Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	4.00		
No	Project Manager	\$40.00	\$70.00	\$70.00	\$70.00	80.00		
No	Senior Engineer/Planner	\$40.00	\$70.00	\$56.50	\$56.50	140.00		
No	Resident Engineer	\$40.00	\$70.00	\$47.33	\$47.33	160.00		
No	Project Engineer/Planner	\$25.00	\$60.00	\$39.83	\$39.83	245.00		
No	Staff Engineer/Planner	\$20.00	\$40.00					
No	Engineer /Accountant	\$20.00	\$60.00	\$34.00	\$34.00	225.00		
No	Senior Technical Specialist	\$25.00	\$60.00	\$41.64	\$41.64			
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	\$27.50	\$27.50	20.00		

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: Joseph Hosanna, SE

Classification: Engineer VIII

Name: _____

Classification: _____

Name: _____

Classification: _____

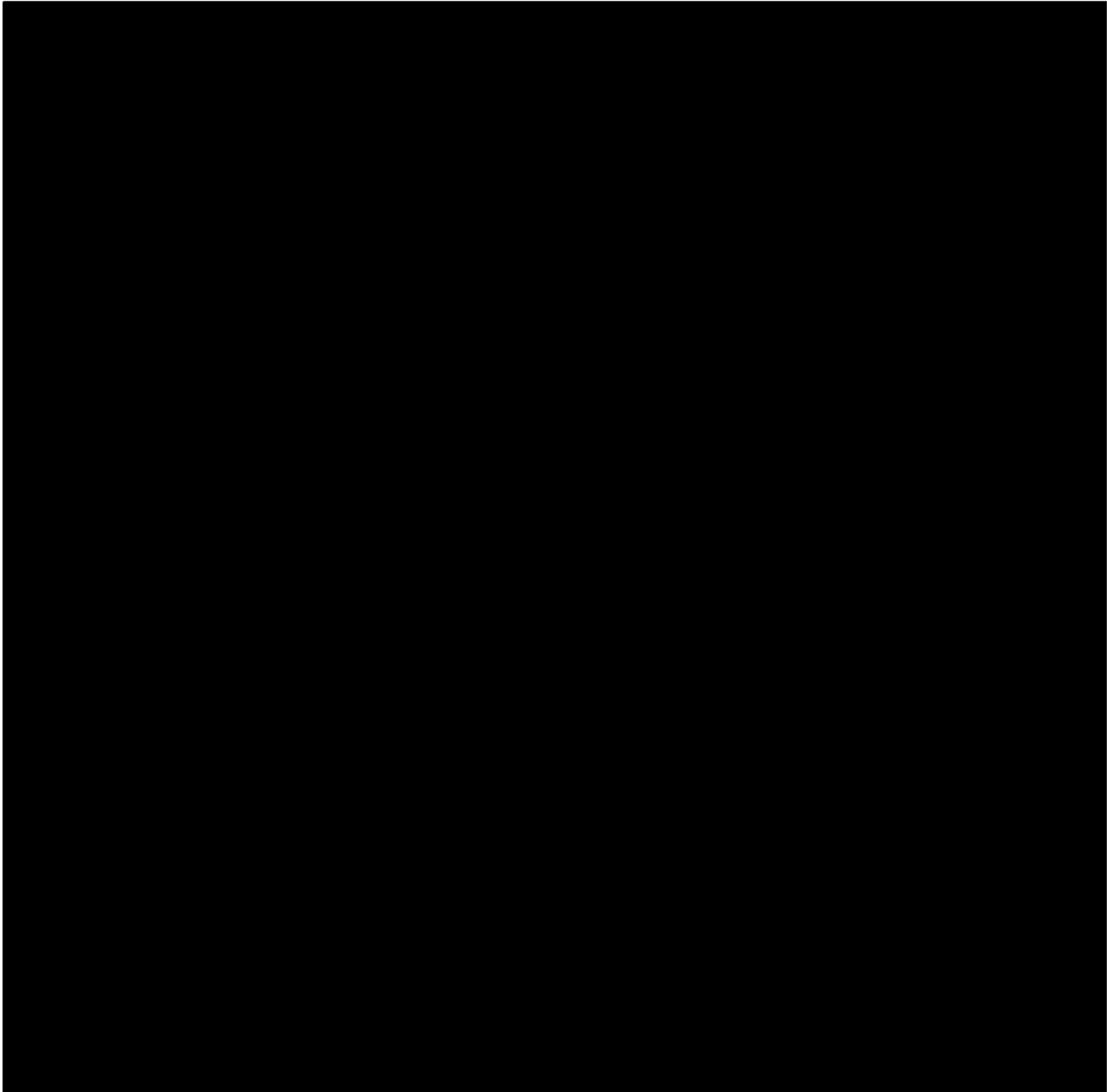
Name: _____

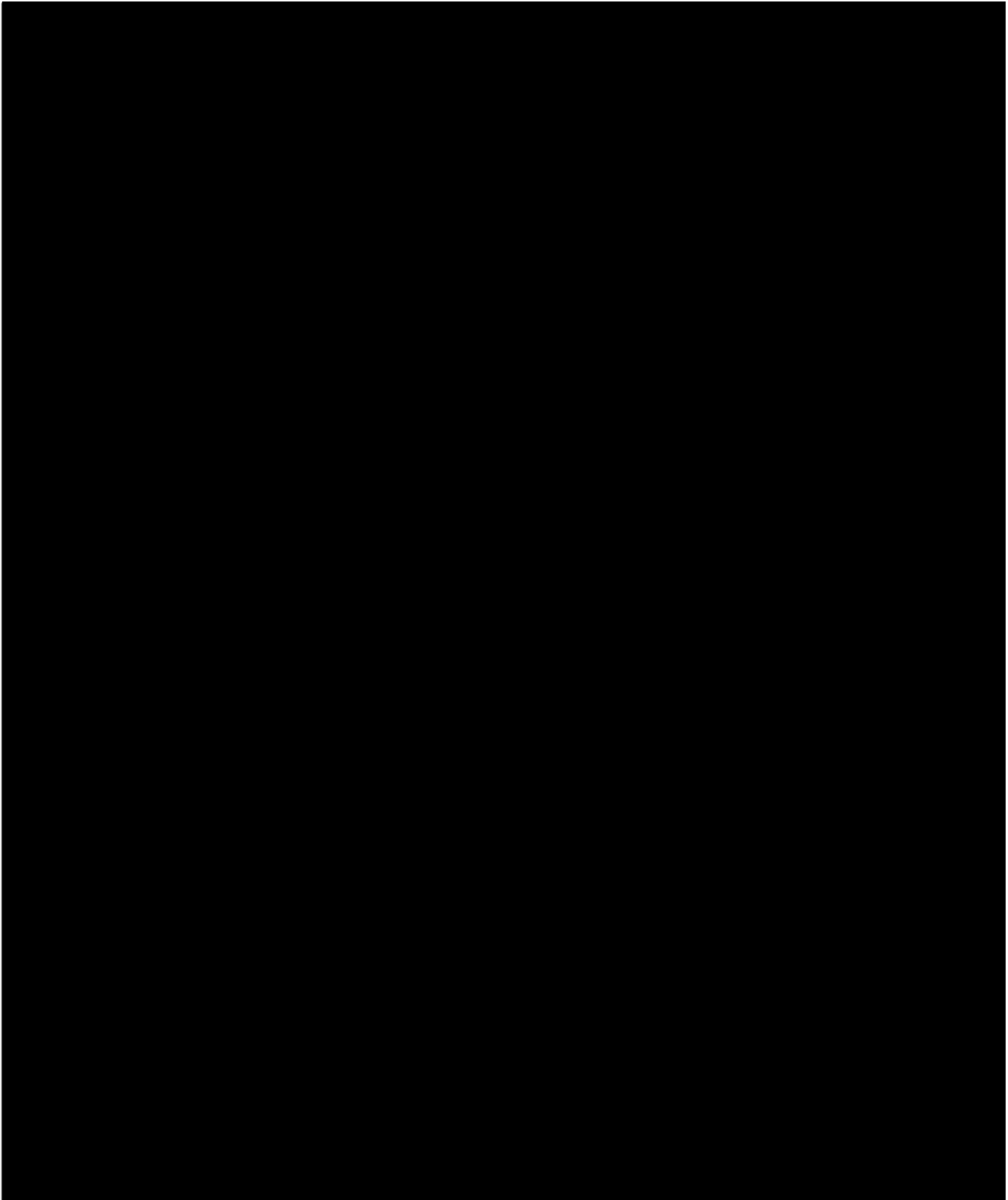
Classification: _____

Excellence Delivered As Promised

James Daum, PE

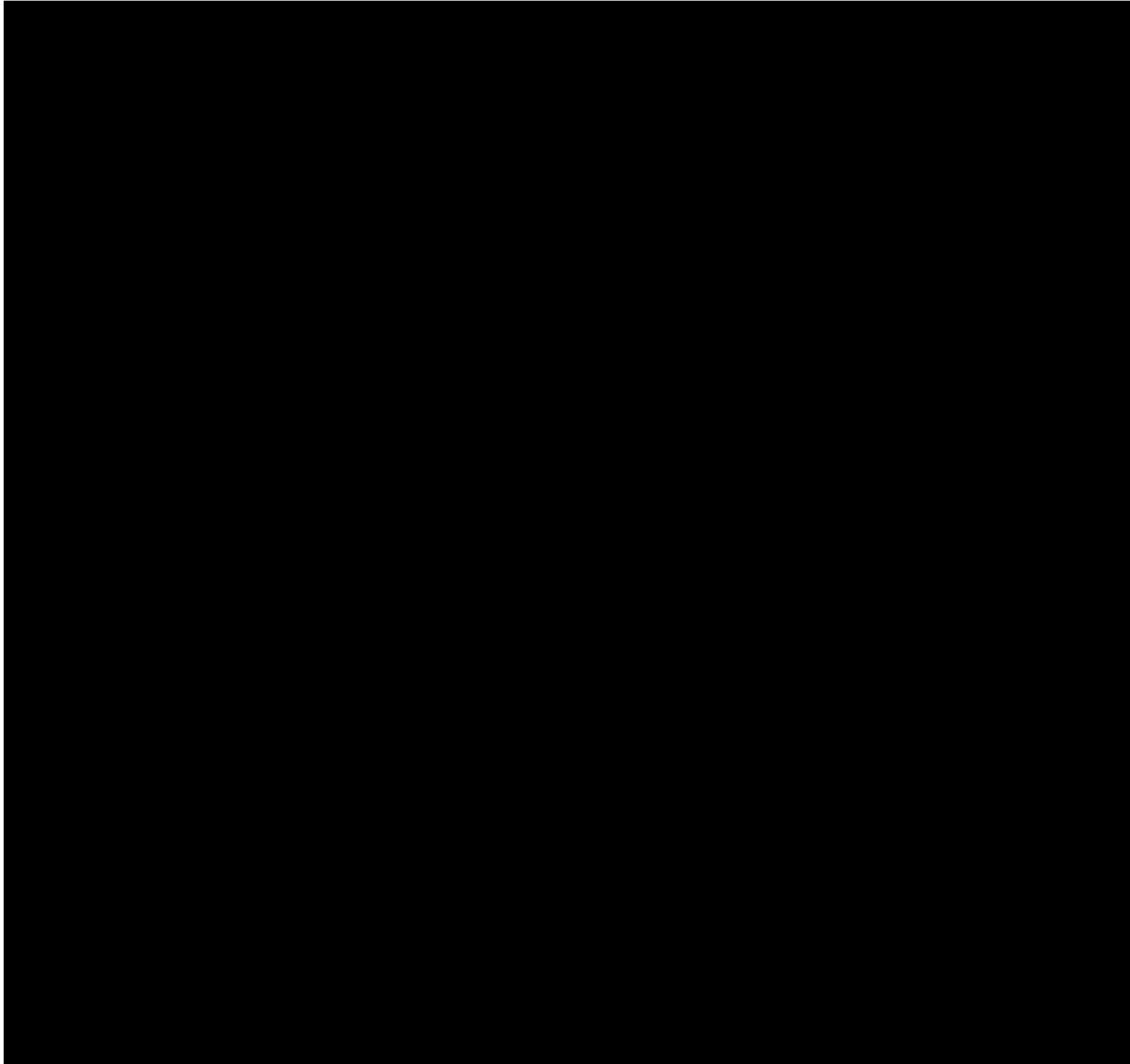
Project Principal

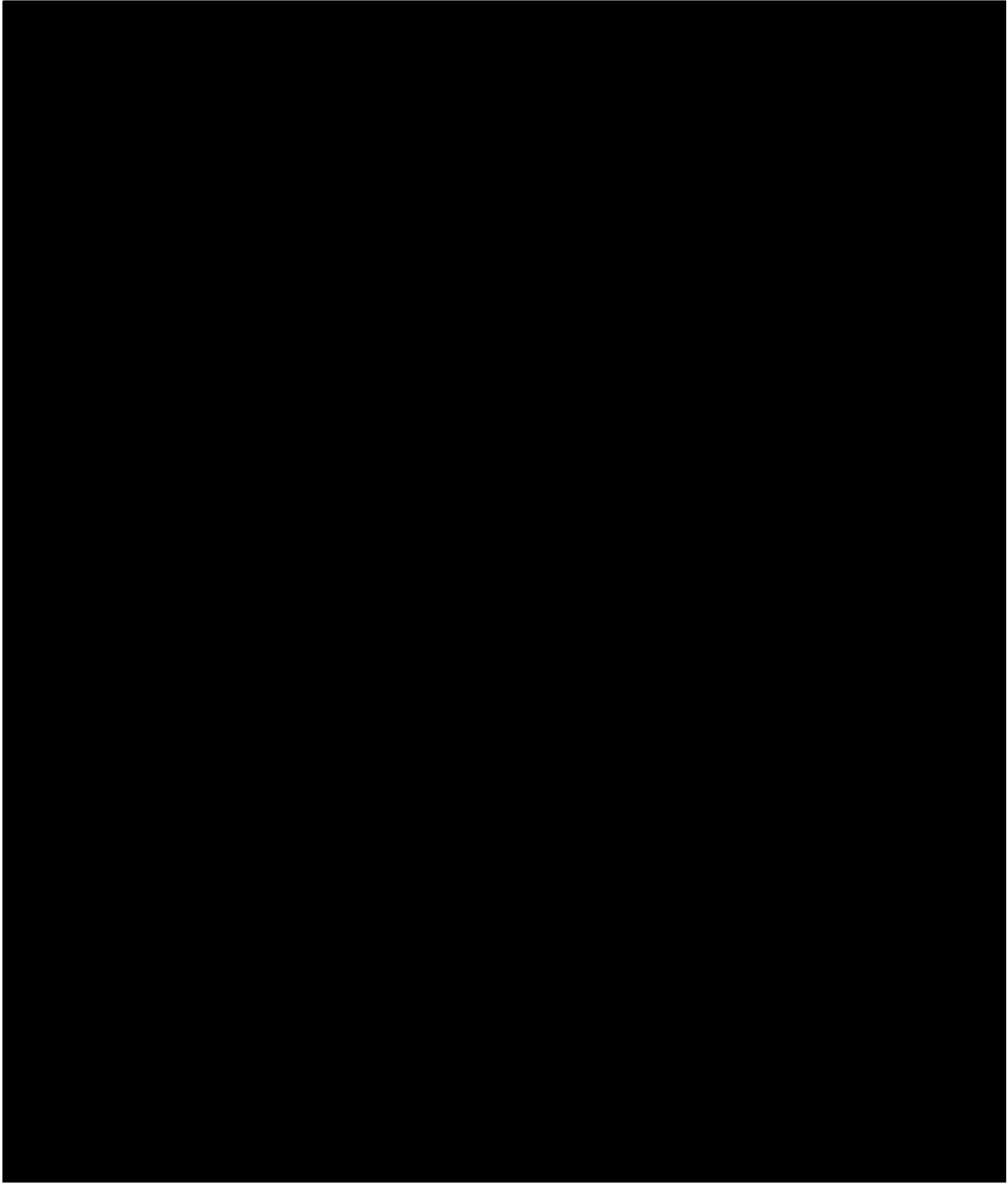




Daniel Filice, PE, SE

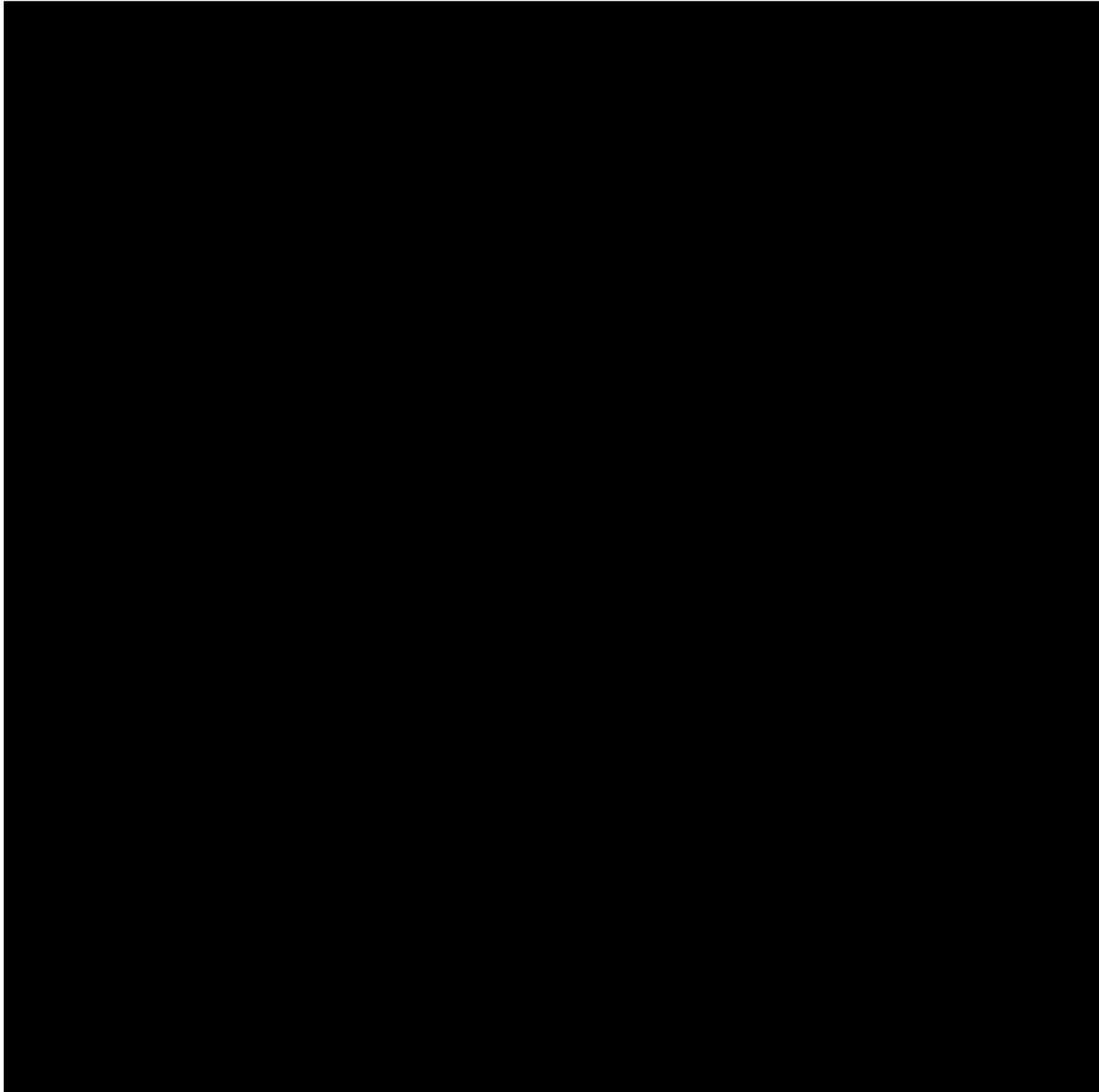
Project Manager

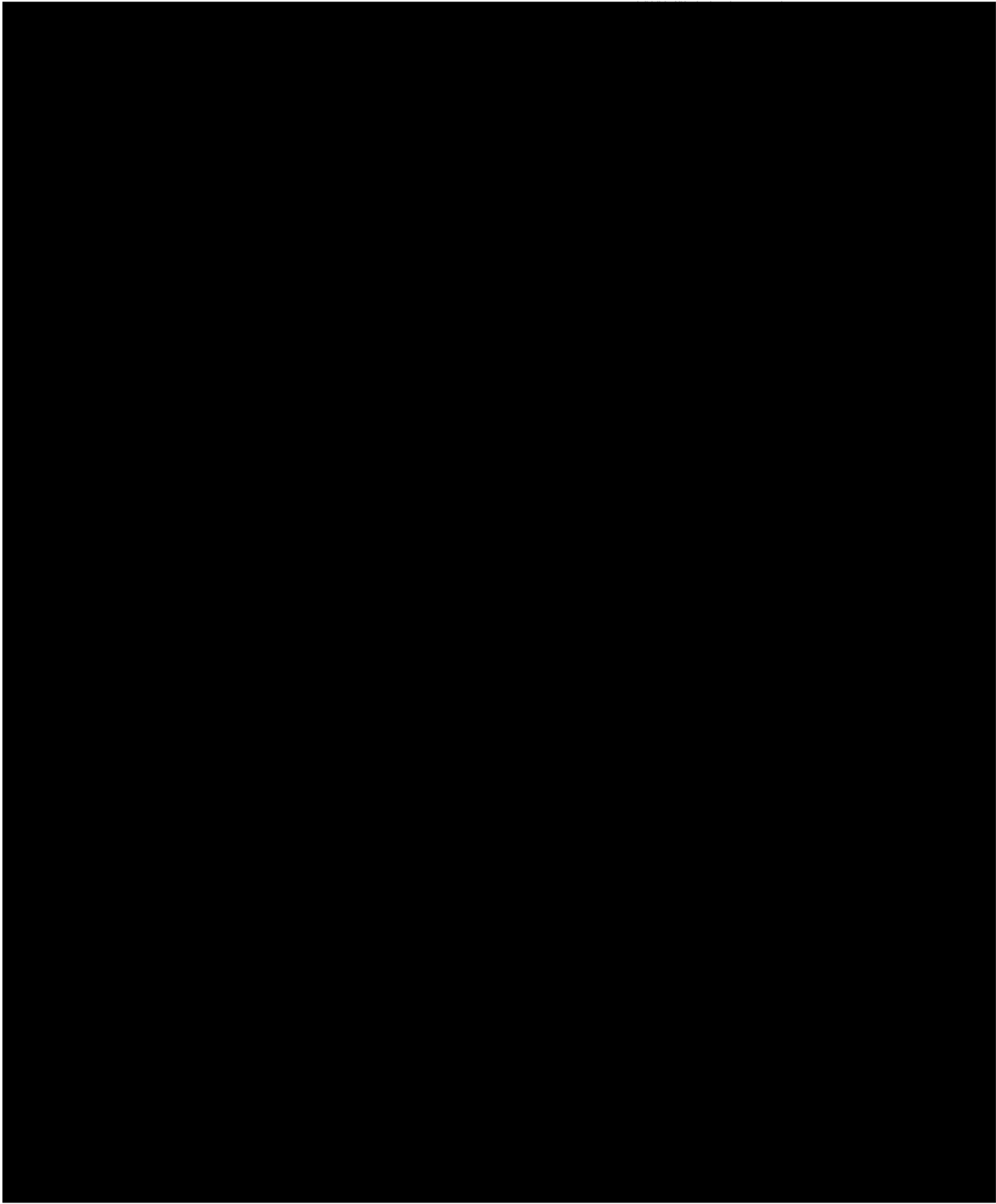




Excellence Delivered As Promised

D. David Moses, PE

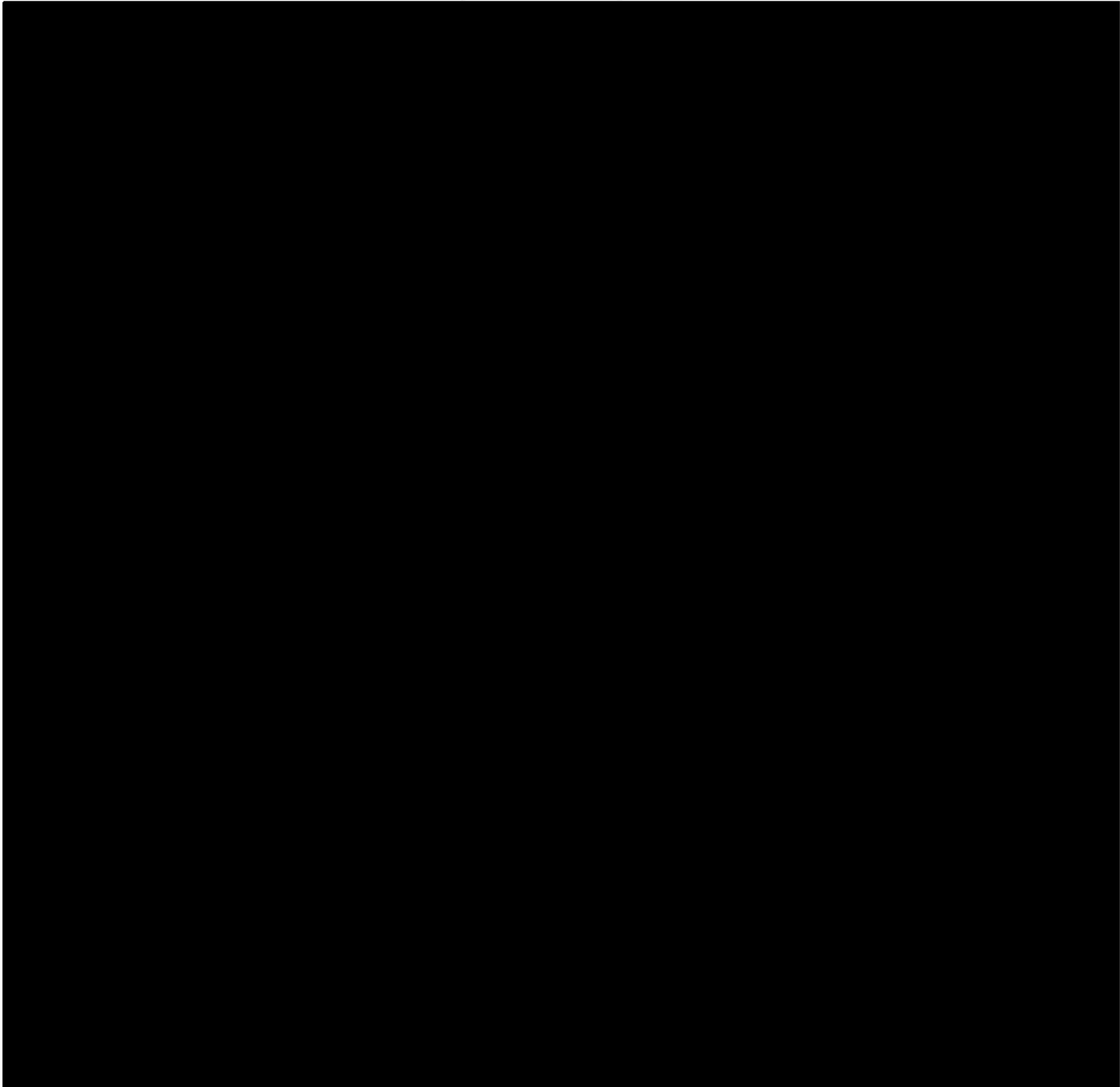


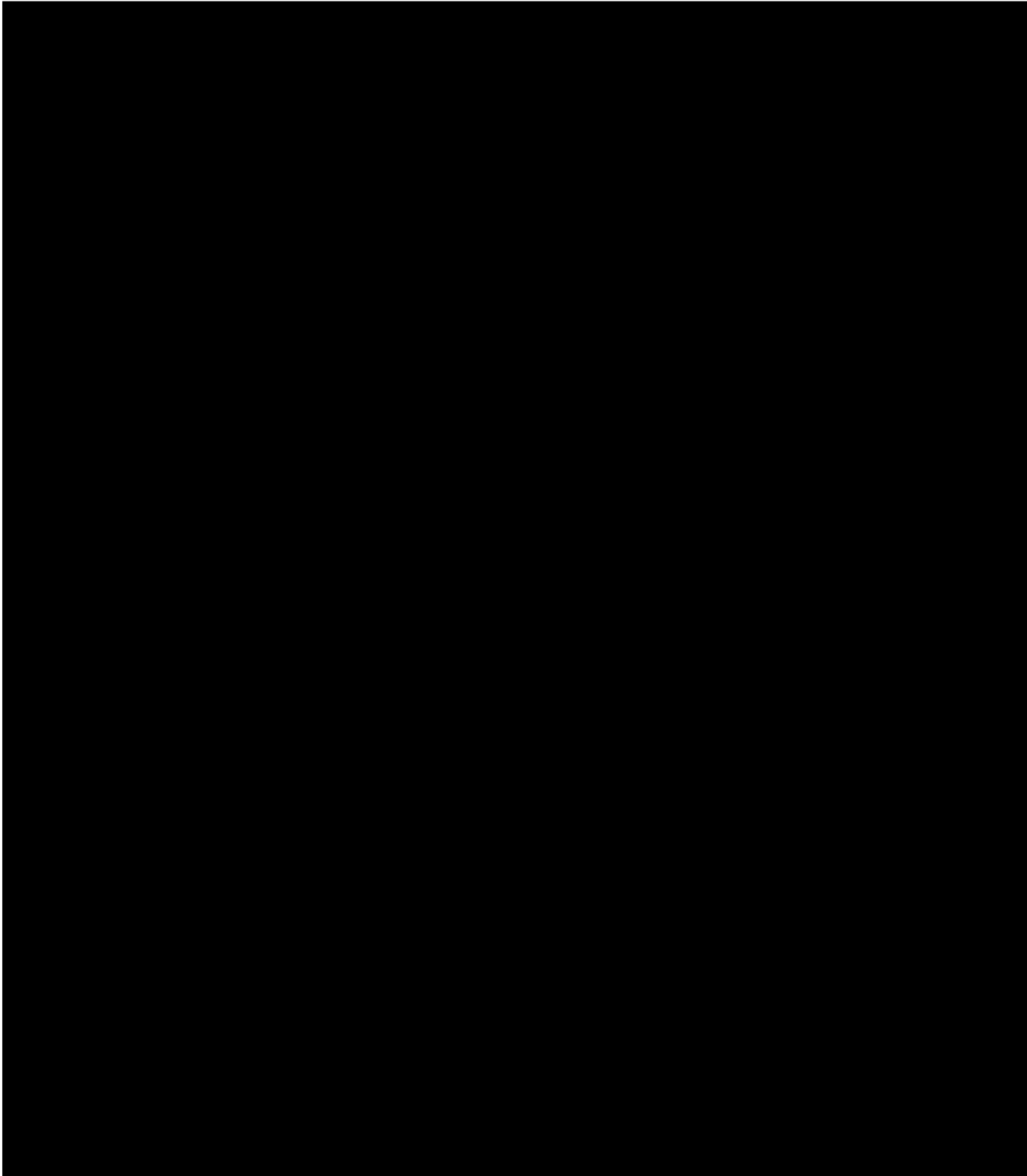


Excellence Delivered As Promised

James Kibbons, PE

Project Civil Engineer

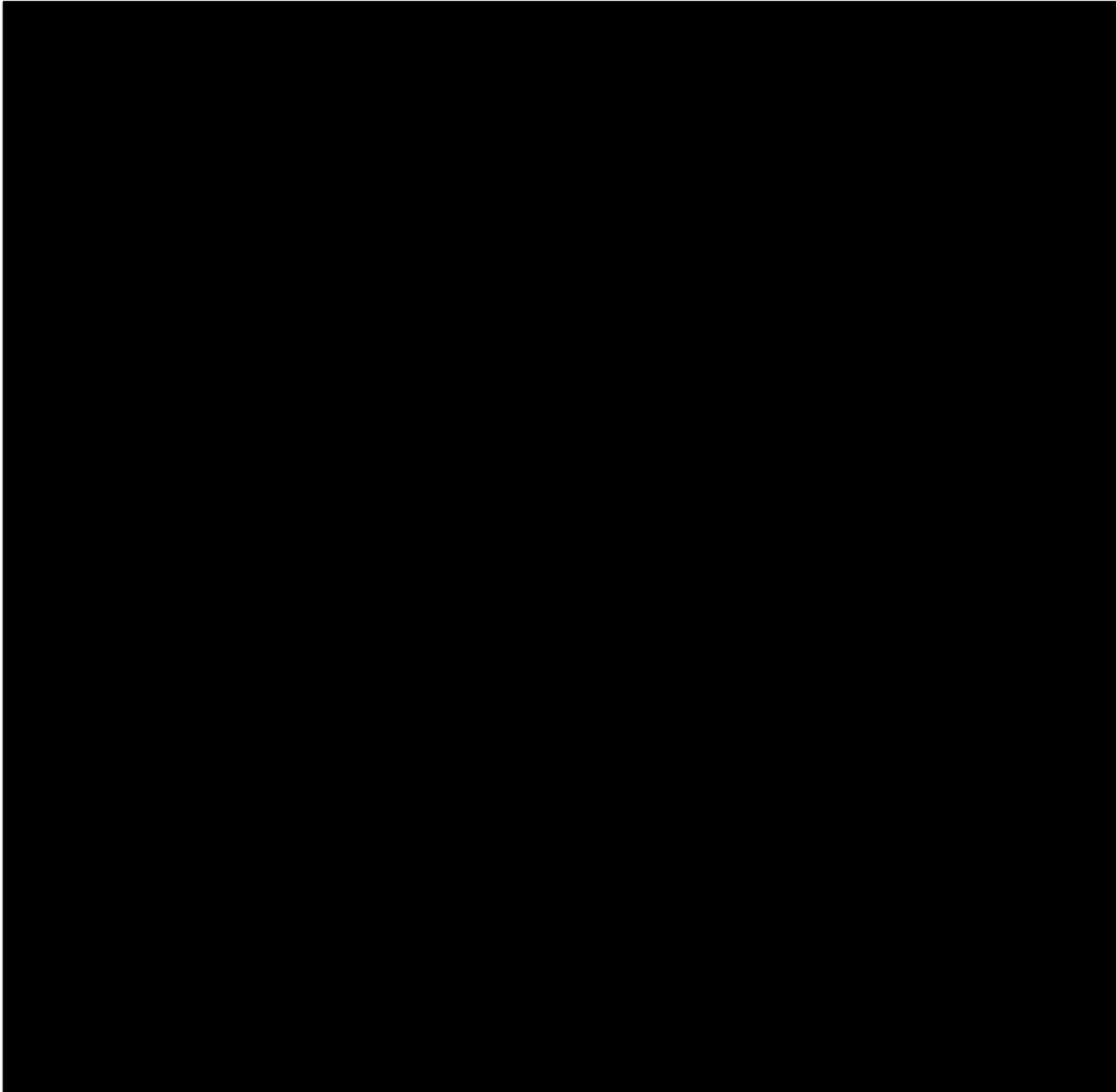


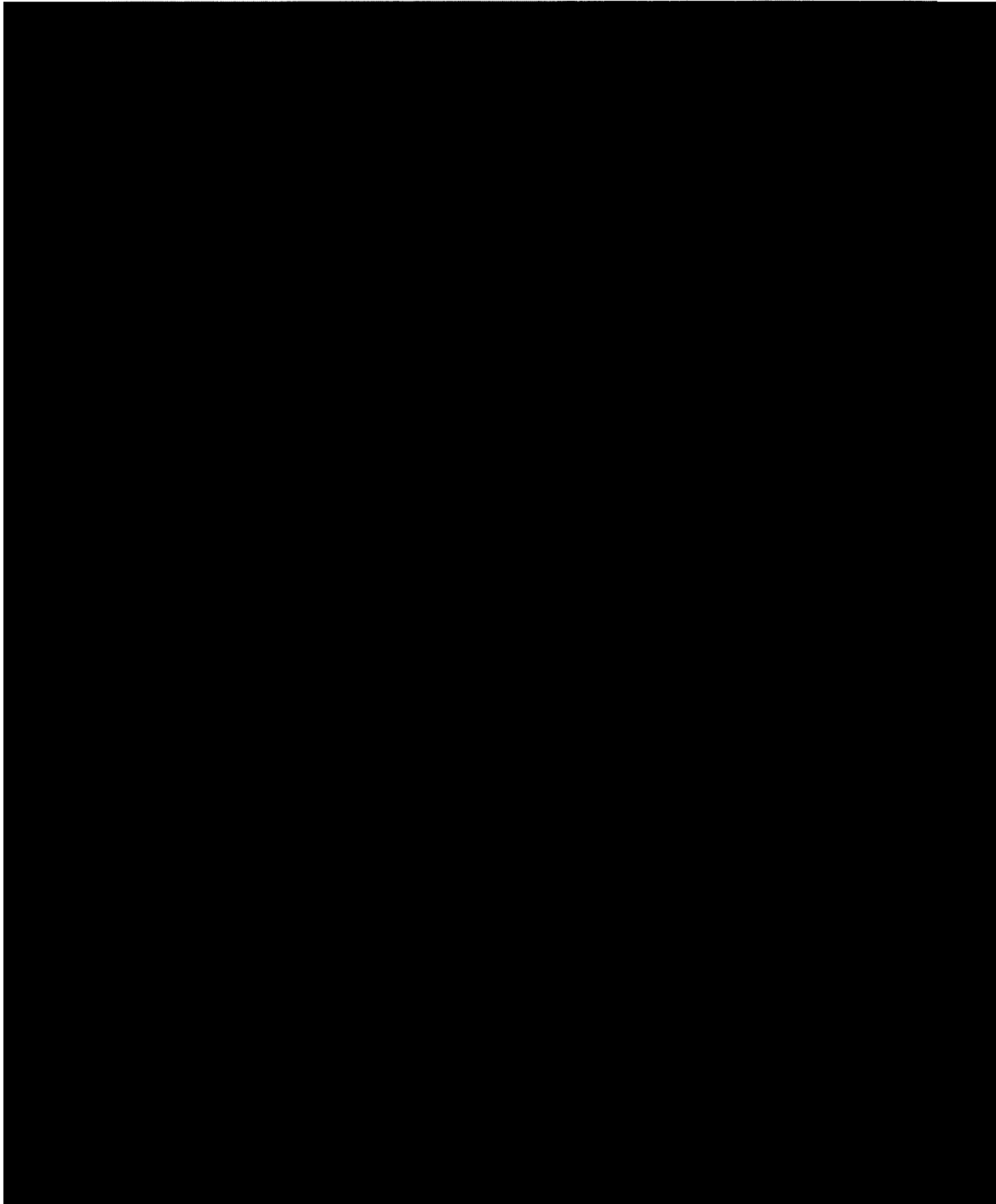


Excellence Delivered As Promised

John Leary, PE, SE

Structural Engineer

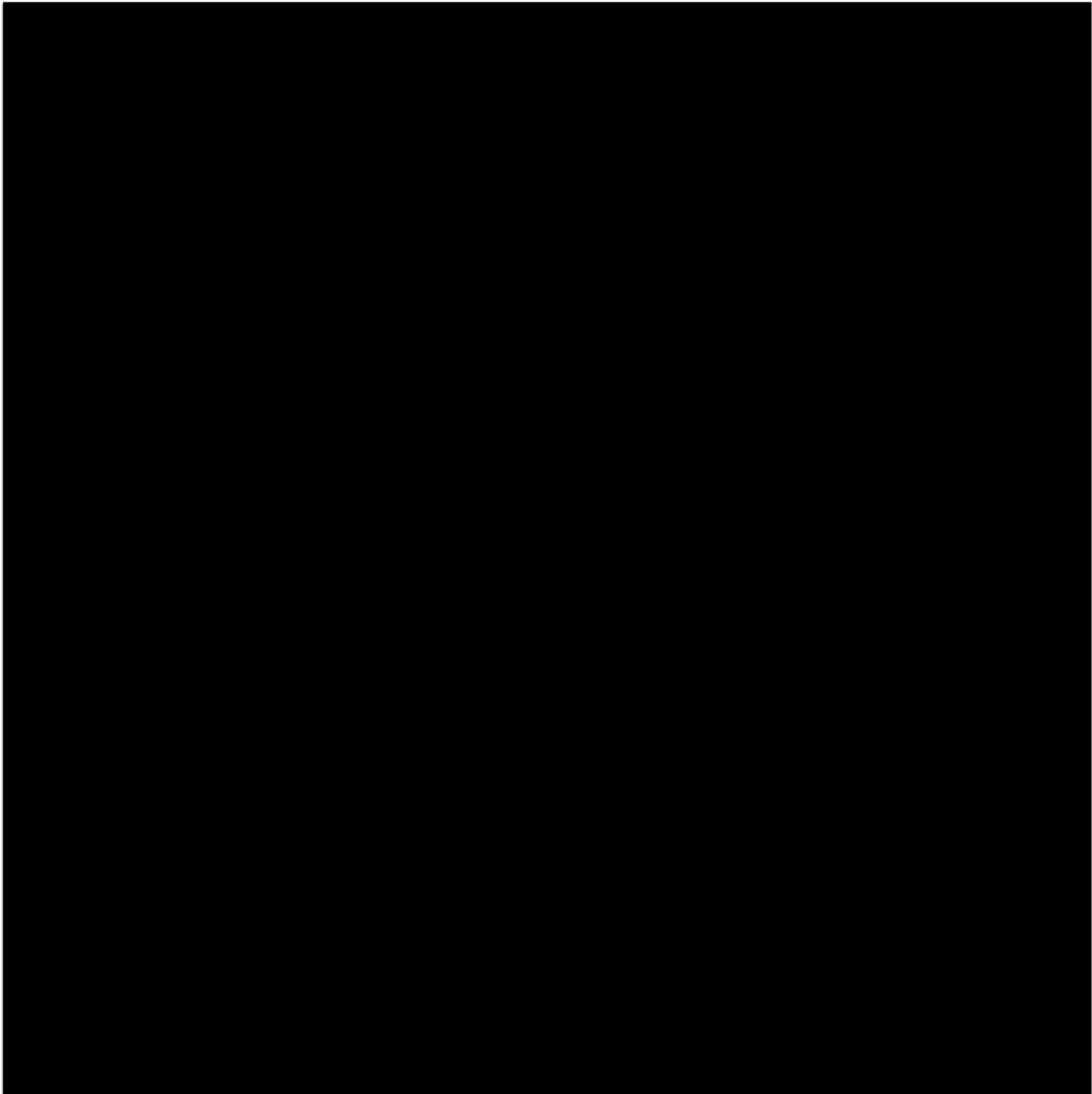




Excellence Delivered As Promised

Joseph J. Hosanna, SE

QA/QC Structures



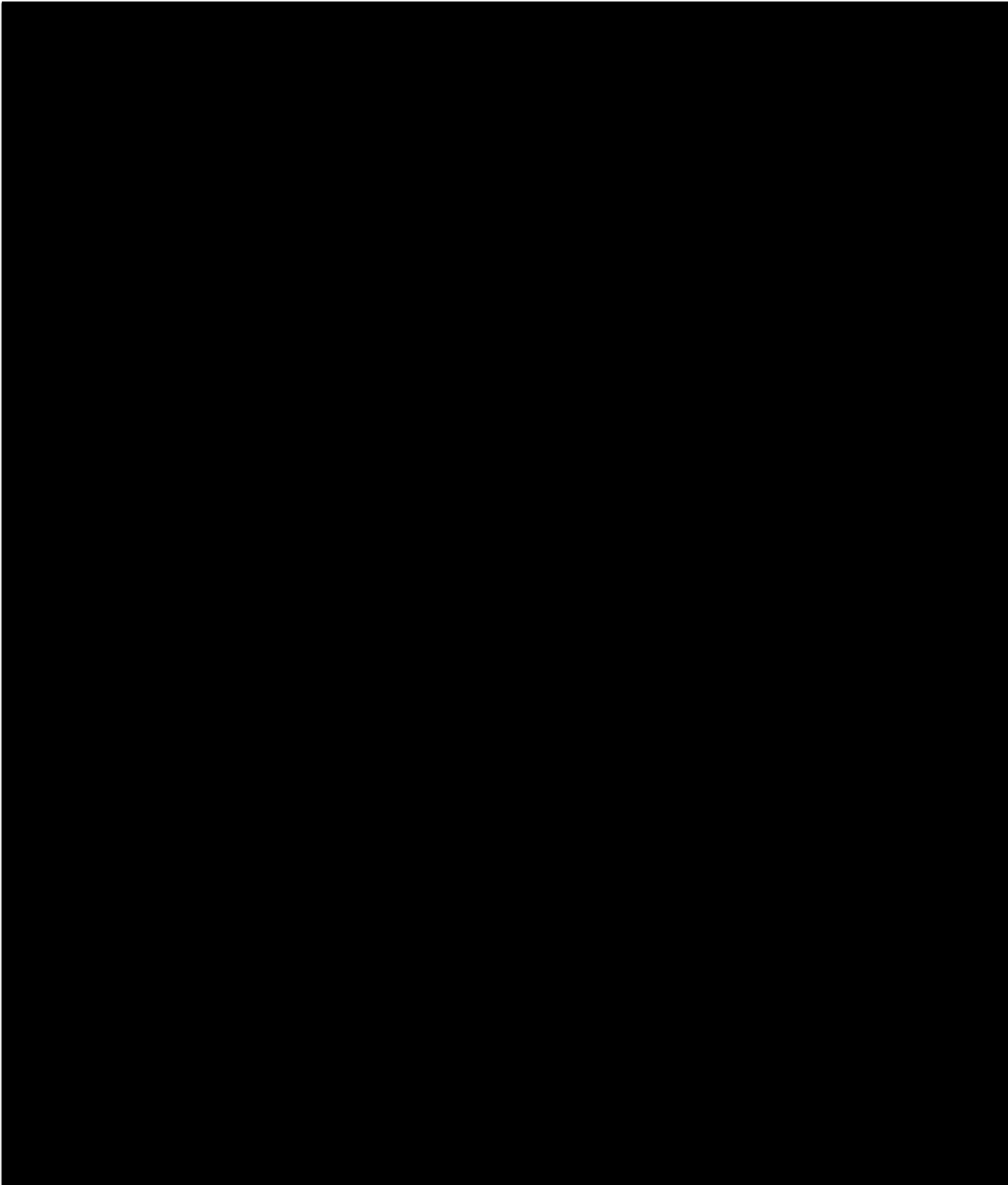


EXHIBIT F

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. 3
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 BNSF RR, Century Link and FCWRD utilities, local municipalities, Owner's Representative (OR), and the Design Corridor Manager (DCM). A list of items not included in our scope or items requiring revisions required to complete the project, includes the following:

- 1) **Earthwork Quantity Revisions:** Earthwork special provisions and quantities (including the earthwork table and cross sections) require updating to comply with changes associated with the BNSF RR Construction and Maintenance Agreement. The revised Special Provisions include Embankment, Unsuitable Soil Disposal, and Earth and Rock Excavation. In addition, Tollway pay items have been revised for testing and disposal of excavated earth material. This also included the addition of erosion and sediment control plans for the Ogden Avenue Interchange.
- 2) **Ground Improvement Modifications:** The BNSF RR has revised the track grading resulting in a new retaining wall in Spring Rock Park (additional scope of work for the retaining wall was included in a previous Supplement). Additional effort is required for the modifications to the ground improvement details to facilitate the installation of the retaining wall in Spring Rock Park. Limits/depth of excavation and cap elevations need an evaluation to ensure retaining wall installation is compatible with the ground improvement system. The changes include revisions to top of pile elevations to match new retaining wall leveling pad elevation, revision to pile cap dimensions and details for portions beneath new retaining wall, revisions to earth excavation computation and cross sections, revised pile loads, details for temporary soil retention system, additional special provisions, and adjustments to quantities. Structure Geotechnical Report revisions are required as well due to this modification, in addition to drainage adjustments in Spring Rock Park and drainage design for the new embankment.
- 3) **Temporary ITS and ITS Camera:** Contract 4438 (by others) includes relocation of the Tollway's Fiber Optic backbone to a temporary location. In order to eliminate schedule risks should the 4438 Contract have unforeseen delays, an alternate relocation plan that is

compatible with Contract 4428 schedule will be used if needed. Additional plan sheets are required to include work for temporary ITS elements, as well as additional seven (7) pay items and special provisions.

The Village of Western Springs inter-governmental agreement includes provision for a camera to be installed at the work site. Additional plan sheets are required to include work for the installation of an ITS camera. The drawings were modified to identify power tie-in points that is beyond the project limit. The camera requires modification of existing drawings, additional plan sheets and base sheets, eight (8) special provisions and pay items.

- 4) Post Award Value Engineering Study (PAVE): A post award Value Engineering Study is being performed and requires DSE input. Additional effort includes development of project presentation/overview, scoping meeting, attendance at the Post Award Value study, and development of supporting documents, such as developing a summary of project costs distributed in specific categories.

- 5) Coordination and modifications with Design Team, Local Agency, Utilities and Permitting Requirements:
 - a) Village of Western Springs, Village of Hinsdale and Western Springs Park District requests modifications as follows:
 - i) Hinsdale Drainage Revisions Due to Earthwork revision to accommodate slopes minimizing park impacts.
 - ii) Spring Rock Park Lighting for new parking lot.
 - iii) Drainage design for overflow structure and local agency coordination.
 - iv) Burlington Avenue Lighting
 - v) Drainage Revisions & Storm Sewer Sizing Along Hillgrove Avenue
 - vi) Modifications to parking lot design due to ongoing coordination.
 - b) Coordination is required with DCM and OR for policy change on disposal of excavated earth material, including two in person meetings and two teleconference meetings.
 - c) Construction schedule investigation: The BNSF RR Construction and Maintenance Agreement was not executed by the anticipated date. Alternate schedules were developed for different notice to proceed dates scenarios.
 - d) Century Link relocation coordination ongoing, and it is anticipated five additional meetings are required; and additional coordination and meetings were held with the Wellness Center for the replacement of the Century Link Fiber Optic manhole replacement.
 - e) Temporary generator modifications, including field meeting and ComEd meeting to discuss potential solutions to meet existing conditions.
 - f) FAA Permit Application is required for this project and not included in previous scope of work, and combined Sewer lining and IEPA permit for additional pipe length to remain in place.
 - g) Development of special provision for Fence (Special) requested by the Village of Hinsdale, and Concrete blocks for Village of Western Springs public works facility.
 - h) BNSF RR Bearing Design/Special Provision: BNSF RR provided details and special provisions that were included in the plans. Local fabricators requested variance to those

requirements based on fabrication difficulties. An alternate design and special provision were investigated, in addition to coordination efforts with stakeholders.

- i) Revision of S.P. 111 for March 2019 format.
 - j) MWRD permit application for the permanent parking lot in spring rock park, including coordination efforts with the WSPD.
 - k) Additional meetings with the BNSF Railroad beyond project advertisement date.
 - l) Modifications from ongoing BNSF RR coordination.
- 6) Mainline Coordination: Modifications to the abutment wingwalls are required to comply with mainline design. The current wingwall configuration is parallel to the mainline, and the requested configuration will skew the walls away from the mainline allowing the geometry to comply with the future mainline drainage design requirements. Revisions include changes to the drawings, reinforcement bar details and quantity revisions.
- 7) FCWRD Utility Conflict: A Level A utility locate revealed the 48-inch Diameter FCWRD siphon is approximately 1.5-feet closer to the surface than previous attempts for Level A locates indicated. This facility cannot be relocated and is in conflict with the proposed box culvert which will be buried in Pierce Park. A segment of the culvert will be redesigned as cast-in-place, consisting of a slab and a load transfer frame. This modification allows the existing utility to remain in place and is compatible with the drainage requirements. Additional sheets and design are required for this revision. Modifications due to ongoing coordination with FCWRD and redesign of the hydraulic model for the modified conditions are also required.
- 8) Administration/Management: Additional project management and planning is required as a result of the project modifications.

RR-14-4222: Reconstruction of BNSF RR Bridge over Tri-State Tollway (M.P. 26.6)
Summary Breakdown of Tasks - Additional Services

Task No.	Task Description	Work Requests Beyond Current Upper Limit (Estimated Work Hours)
1	Earthwork Quantity Revisions a) Special Provisions 32 b) Earthwork computations (earthwork schedule and cross sections) 60 c) Erosion and Sediment Control plans for Ogden Avenue Interchange 20	112
2	Ground Improvement Modifications a) Re-evaluate top of cap elevations 48 b) Plan modifications for adjusted pile loads and recomputation of quantities for caps and piles 88 c) Temp soil retention system details 32 d) Revisions to details for Retaining Wall 3 to coord with gnd improvements 16 e) Special Provisions 4 f) Drainage modifications Spring Rock Park for new Retaining Wall 32 g) Geotechnical Report coordination for retaining wall 16	236
3	Temporary ITS a) Plan modifications (3 sheets) + 1 new sheet 84 b) Special Provisions 8 c) Meeting with ITS group to coordinate revisions (3 mtgs @ 4 hrs) 12	104
	ITS Camera a) Meeting/Coordination (2 mtgs @ 4 hrs x 2 people) 16 b) Plan Revisions (1 exist + 3 new) 84 c) Standard Drawings and modified base sheets (15 @ 2 hrs each) 30 d) Special Provisions and quantity computations 8	138
4	Value Management Study a) Scoping meeting and Document Gathering/presentation 16 b) Post Award Value Study 12 c) Preparation for Post Award Study, including cost breakdown 12	40
5	Coordination and Modifications with Design Team, Local Agency, Utilities and Permitting requirements a) Local Agency Requirements i) Hinsdale Drainage Revisions Due to Earthwork Revision 44 ii) Spring Rock Park Lighting 12 iii) Overflow Structure - Drainage and Coordination 40 iv) Burlington Ave Lighting 35 v) Drainage Revisions & Storm Sewer Sizing Along Hillgrove Avenue 56 vi) Additional modifications for Parking Lot Design from ongoing Coordination 160 b) Meetings to discuss earthwork management and testing with RR 12 c) Construction Schedule Investigation (2 different scenarios x 4 hrs each) 8 d) Century Link relocation coordination (5 mts @ 2 hrs) 10 e) Coordination with Wellness House (2 mtgs @ 4 hrs) 8 f) Temporary Generator modifications, including coordination 24 g) FAA Permit Application 60 h) Combined Sewer Lining and EPA permit for additional pipe length 16 i) Additional Special Provision for Fence (Special) and Concrete Blocks 8 j) BNSF Bearing Design and Special Provision coordination 8 k) Revision to SP 111 for March 2019 format 8 l) MWRD Permit for new WSPD Parking Lot Design 64 m) Additional meetings with the BNSF RR and DCM/OR (6 mtgs @ 3hrs) 18 n) Modifications from ongoing BNSF Coordination 84	675
6	Modifications due to Mainline Design a) Coordination with ML - sketches plus conference call 20 b) Wingwall Plan modifications (includes reinforcement tables) 160	180
7	FCWRD Utility Conflict a) Coordination and field meeting with Level A and OR 12 b) Concepts for avoiding FCWRD conflicts 24 c) Plan Development - CIP segment, with slab spanning utility and frame walls and roof 128 d) Hydraulic Redesign and IDNR-OWR Permit revisions 40 e) Additional modifications from ongoing coordination with FCWRD 160	364
8	Administration/Management 80	80
	Total Hours =	1,929

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
D-91-185- PTB 165-008	I-80 from Grundy County Line to US 30 US 20 at IL 59	\$4,943,821.00 \$1,445,502.00	\$200,100.00 \$84,140.00	6/28/2020 12/31/2019
RR-16- 4254, PSB 16-1, Item 7	I-88, Roadway and Bridge Rehabilitation, Design, MP 91.41 (Annie Glidden Rd) to MP 113.3 (IL 56) Phase II Engineering	\$2,145,681.00	\$1,860.00	12/31/2019
I-17-4303 PSB 17-3, Item 8	Tri-State Tollway, Roadway Reconstruction and Bridge Rehabilitation, O'Hare Oasis (MP 37.8) to Balmoral Avenue (MP 40.0)	\$8,200,000.00	\$225,000.00	11/30/2020
RR-14- 4222, PSB 14-3, Item 2	Tri-State Bridge Rehabilitation/Reconstruction, Burlington Northern Santa Fe (BNSF) Railroad Bridge (MP 26.6)	\$7,221,524.00	\$112,400.00	12/31/2019
C-91-337- 14 PTB 188- 008	I-90 (Kennedy Expressway): I-190 to IL 43 (Harlem) Phase III	\$5,473,570.00	\$3,026,727.00	12/31/2020
D-93-079- 18 PTB 188- 018	I-180 over Illinois River Subconsultant to B&MCD	\$108,773.00	\$41,773.00	12/31/2019
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 PTB 18-2, Item 7	Systemwide, Maintenance Facilities, Construction Management Services Upon Request Subconsultant to Ardmore Roderick	\$325,000.00	\$244,300.00	6/30/2020

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 Sanchez & Associates, P.C.

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

6 _____

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

2 Wang Engineering, Ltd.

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

7 _____

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

3 ABNA

Direct Labor	\$ 14,835.86
Direct Costs	\$ -
Services by Others	\$ -
Additional Services **	\$ -
Total this Subconsultant (ULC)	\$ 14,835.86

8 _____

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

4 EFK Moen

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

9 _____

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

5 _____

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

10 _____

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ 14,835.86

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 14,835.86

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 6.17%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 7.78%

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1	<u>Christopher B. Burke Engineering, Ltd.</u>		
	Direct Labor	\$ 39,580.80	
	Direct Costs	\$ -	
	Services by Others	\$ -	
	Additional Services **		
	Total this Subconsultant (ULC)	\$ 39,580.80	

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

TOTAL Non-DBE/MBE/WBE Subconsultants: \$ 39,580.80

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

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 39,580.80

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: 9/23/2019

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											TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total Exhibit A Hours
Phase II Plans										40	40	30	110
TOTALS										40	40	30	110

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

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Phase II Plans	7	7														14
TOTALS	7	7														14

Contract No.: RR-14-4222

Consultant: ABNA of Illinois, Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

$$\begin{array}{r} \underline{124.00} \\ \text{(Total Work Hours} \\ \text{from Exhibit C-2)} \end{array} \times \begin{array}{r} \$ \underline{42.73} \\ \text{(Average Hourly} \\ \text{Rate from Exhibit} \\ \text{C-2)} \end{array} = \text{TOTAL DIRECT SALARY } \$ \underline{5,298.52}$$

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 \$ 14,835.86

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)

\$ 14,835.86

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

Date: 9/23/2019

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 5 No. OF MONTHS
 SCHEDULED START DATE: 10/1/2019
 RAISE DATE: 1/1/2020
 PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date
10/1/2019 - 12/31/2019	1/1/2020 - 2/29/2020	-	-	-	-
3.0	2.0	5.0	5.0	5.0	5.0
60.00% Factor First Period	40.00% Escalation Factor Second Period				
					Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date
-	-	-	-	-	-
5.0	5.0	5.0	5.0	5.0	5.0
					Escalation Factor Tenth Period

The escalation factor for this project is: 100.00%

Contract No.: RR-14-4222

Consultant: ABNA of Illinois, Inc.

Date: 9/23/2019

Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES										DIRECT COST		
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Total		Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)		
							Estimated Work Hours:	Hours:				
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	1.00	124.00					
No	Project Manager	\$40.00	\$70.00	\$70.00	\$70.00	10.00						
No	Senior Engineer/Planner	\$40.00	\$70.00									
No	Resident Engineer	\$40.00	\$70.00									
No	Project Engineer/Planner	\$25.00	\$60.00	\$47.85	\$47.85	36.00						
No	Staff Engineer/Planner	\$20.00	\$40.00	\$36.50	\$36.50	20.00						
No	Engineer /Accountant	\$20.00	\$60.00	\$33.50	\$33.50	22.00						
No	Senior Technical Specialist	\$25.00	\$60.00	\$39.50	\$39.50	25.00						
No	Technical Specialist	\$15.00	\$50.00	\$35.10	\$35.10	10.00						
No	Architect	\$30.00	\$70.00									
No	Realty Specialists	\$20.00	\$70.00									
No	Intern	\$8.25	\$20.00									
No	Admin/Clerical	\$8.25	\$40.00									
							Total Estimated Work Hours:	124.00				
							Average Hourly Rate:	\$42.73				
							Total Direct Labor	\$5,298.52				
							Total Estimated O/T Hours:					
							Average Premium O/T Hourly Rate:					
							Total Overtime Premium:					

EXHIBIT C-2

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: _____

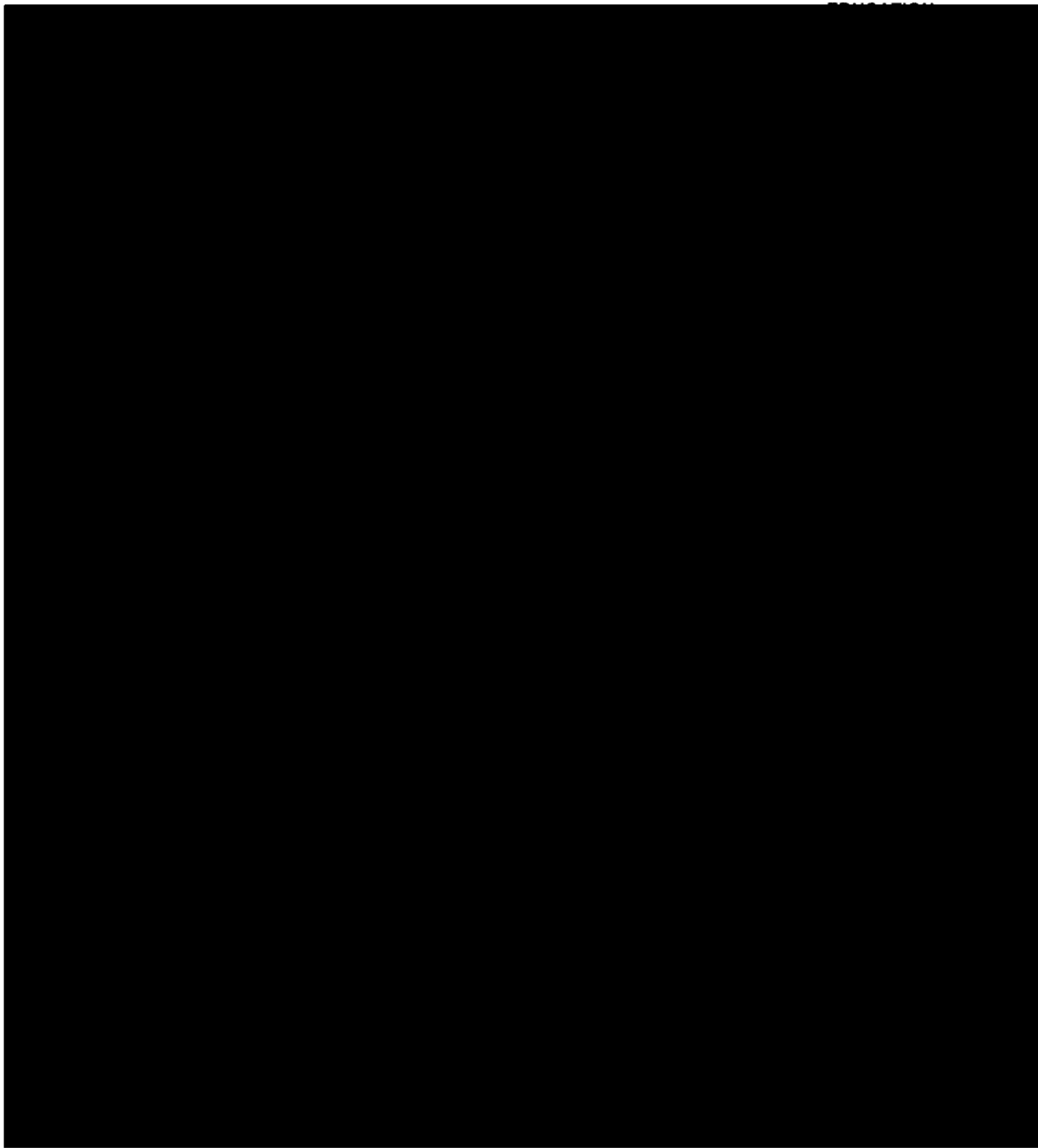
Classification: _____

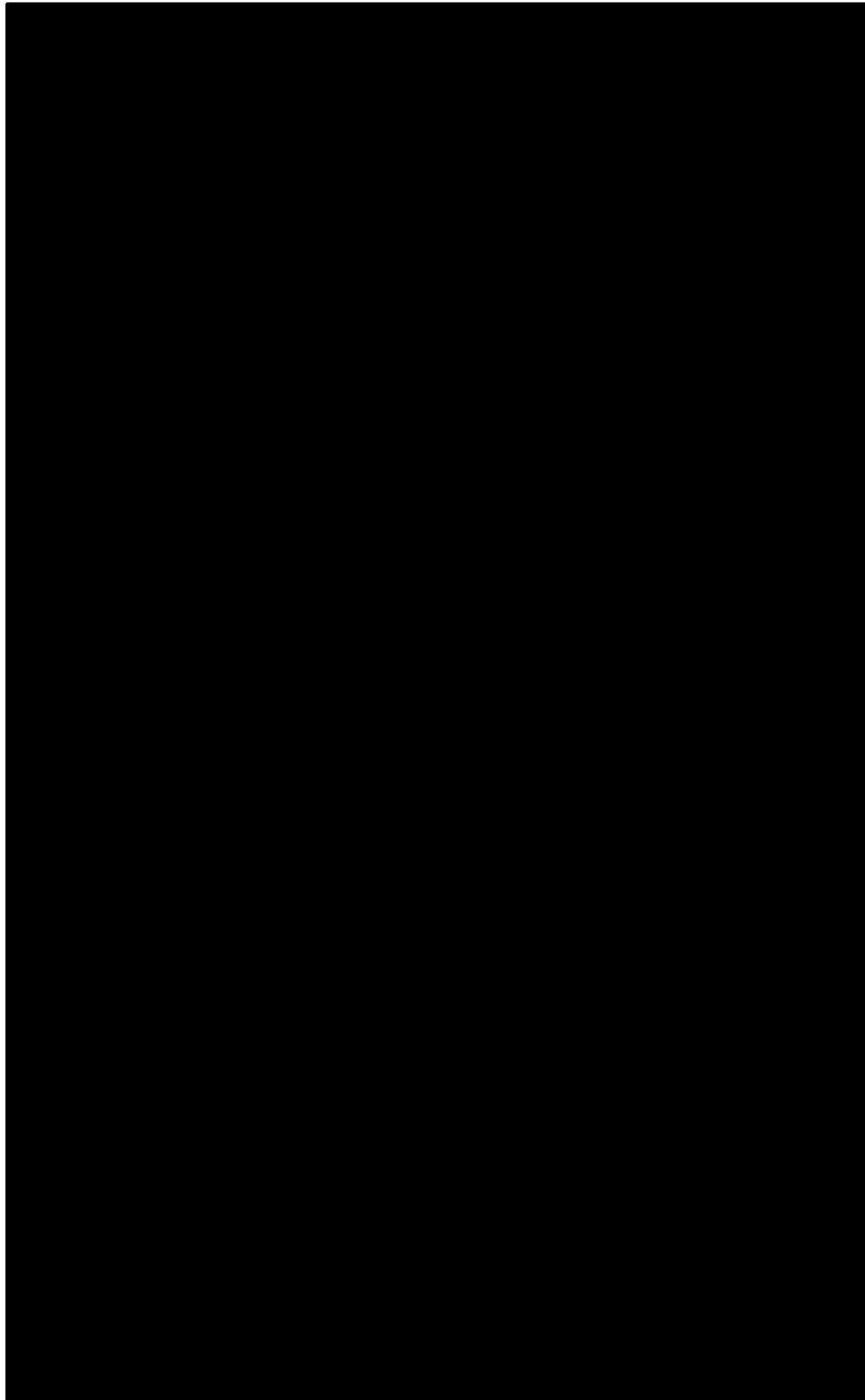
Name: _____

Classification: _____

ABE ADEWALE PE

Project Principal

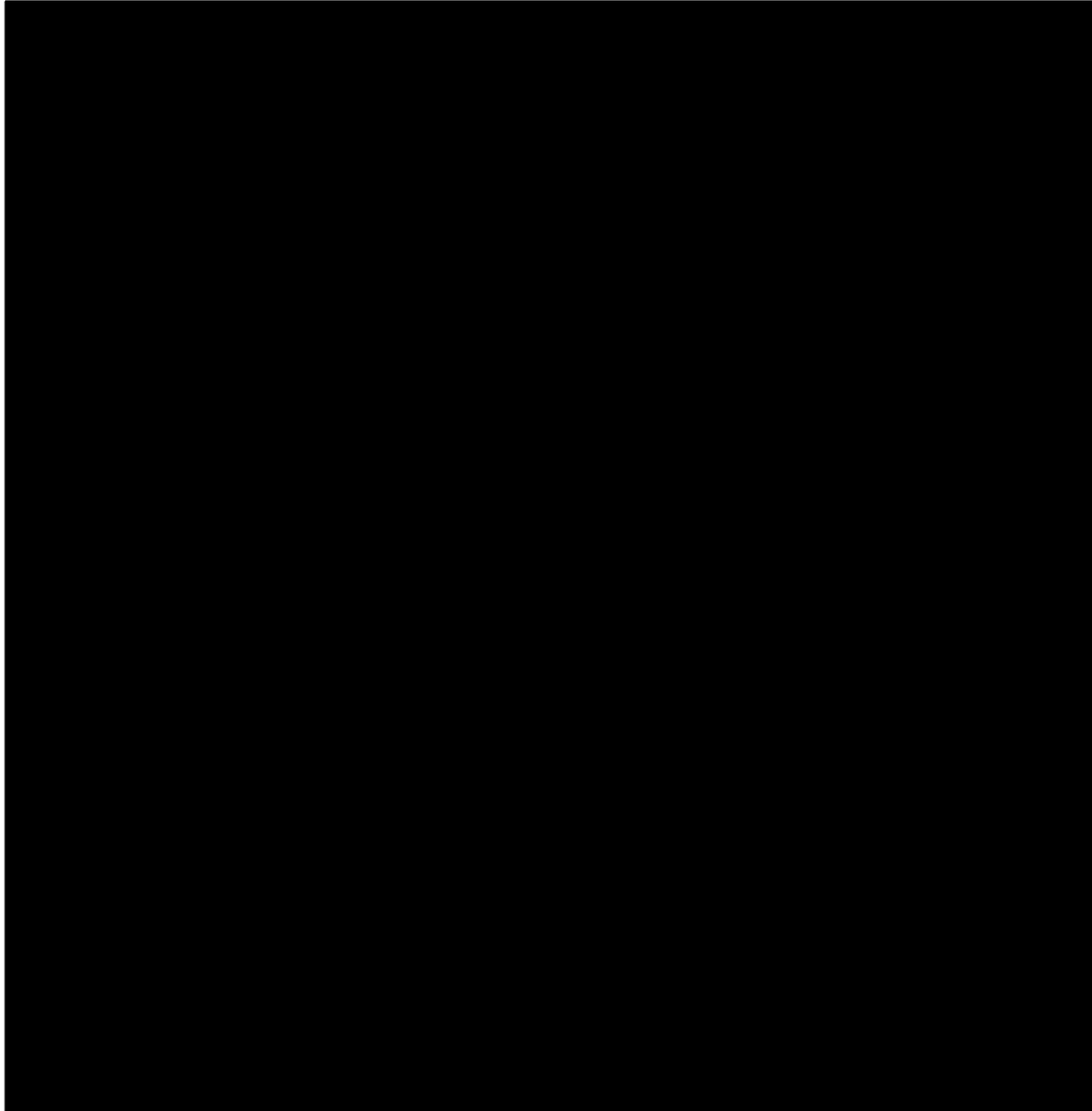


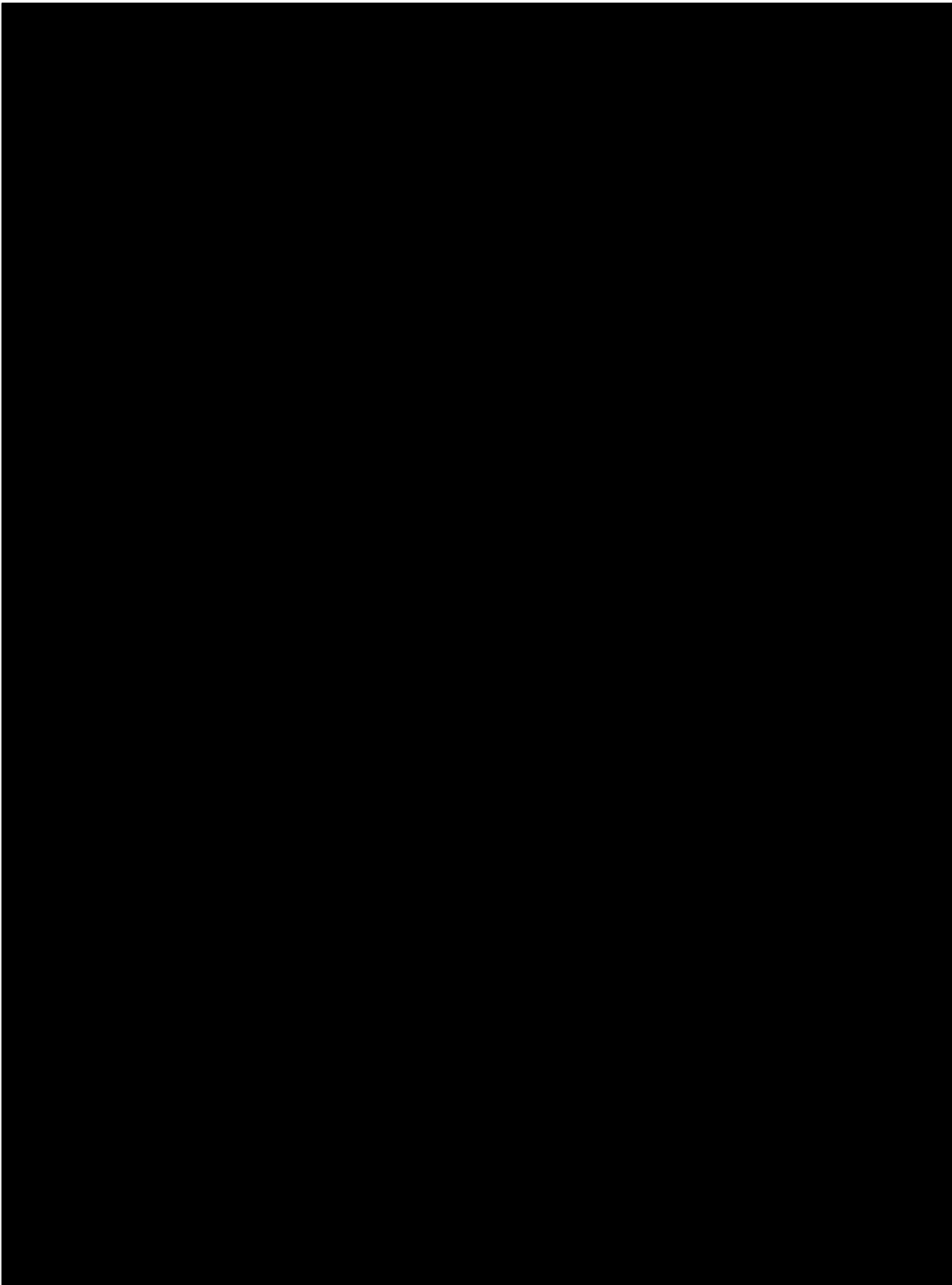




STEPHEN E. ALSBURY PE, SE

Sr. Structural Engineer

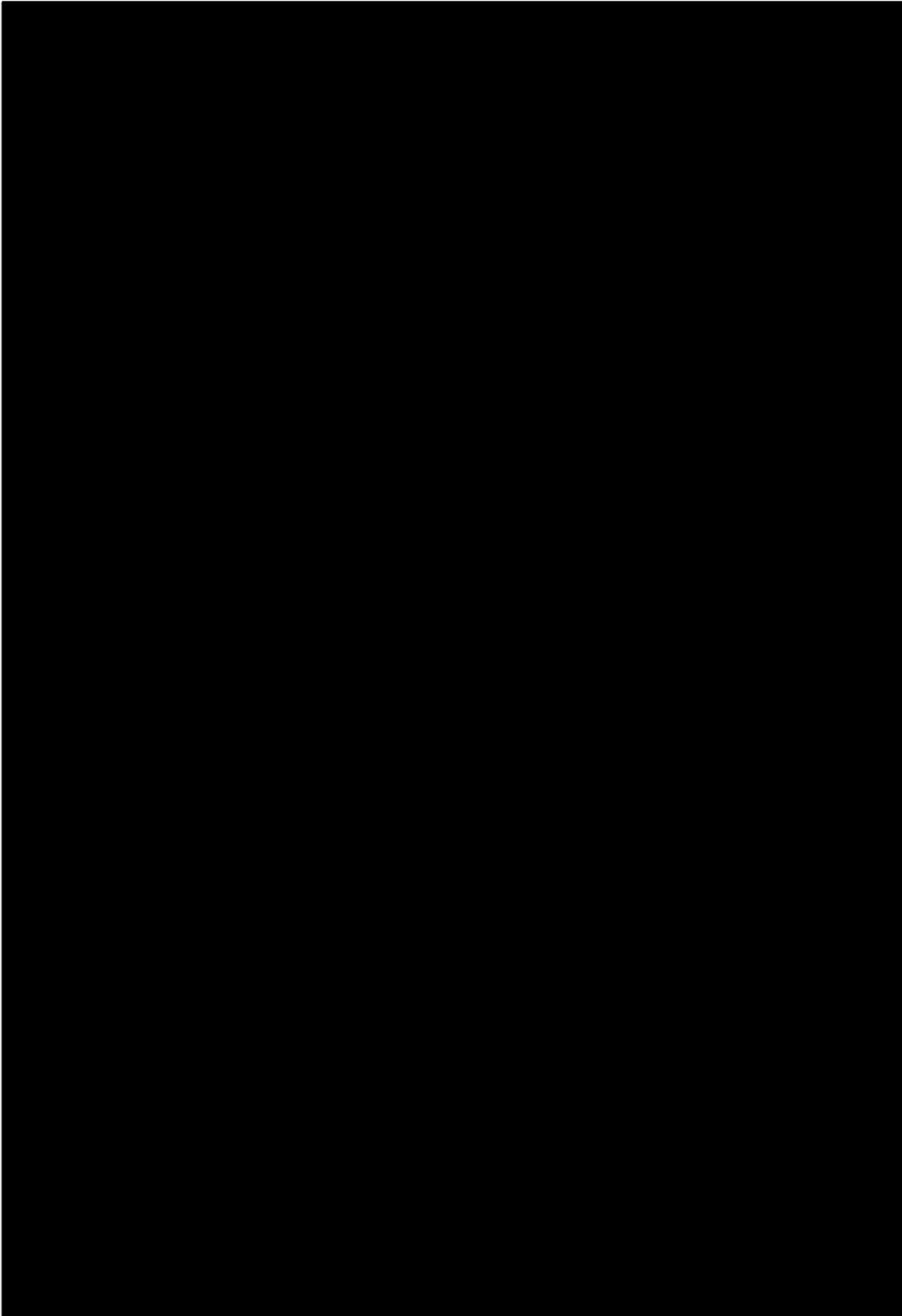




THOMAS PAOLICCHI PE, LEED AP

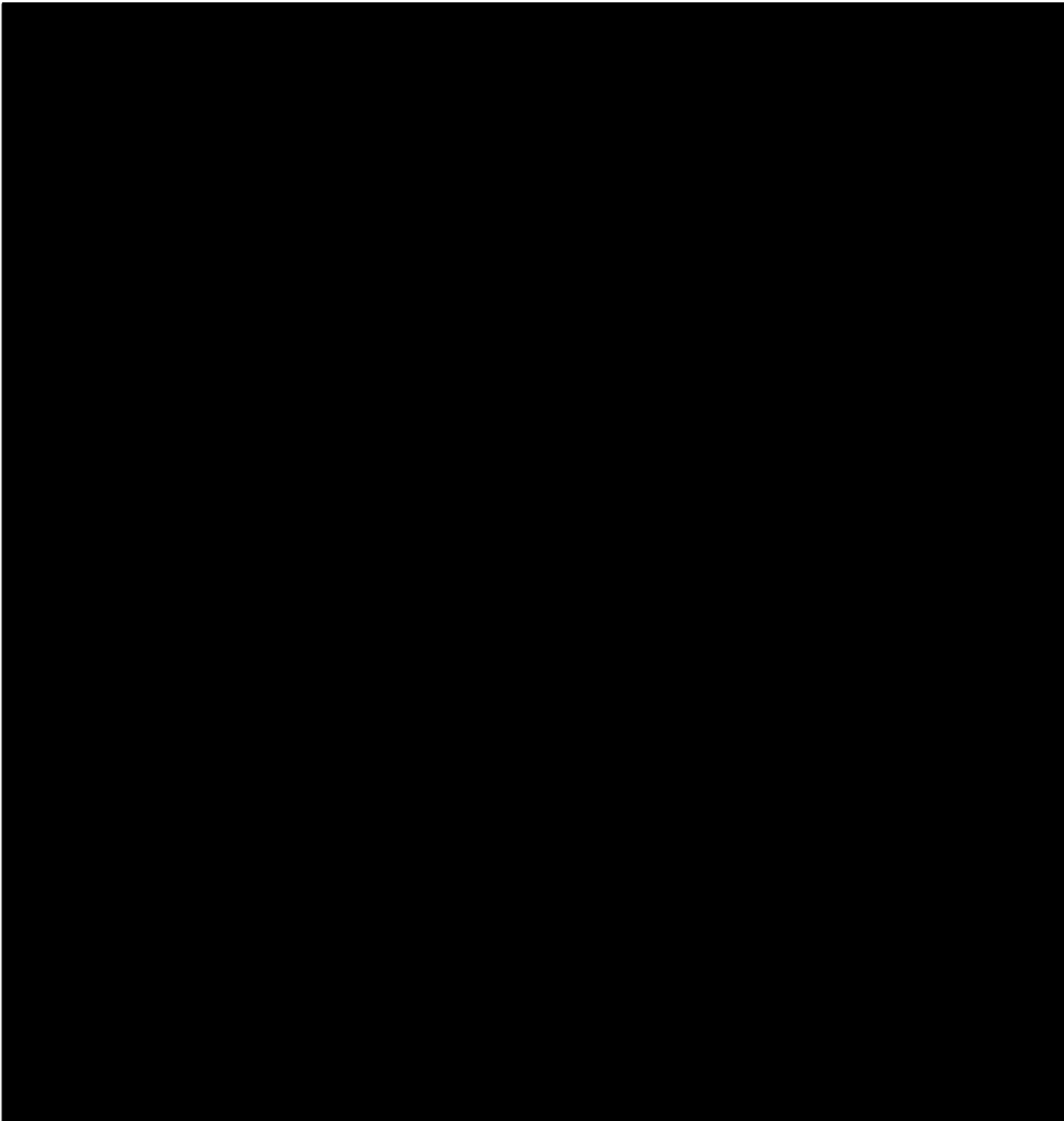
Engineering Manager





ROBERT LOEHR PE, SE

Structural Engineering Manager



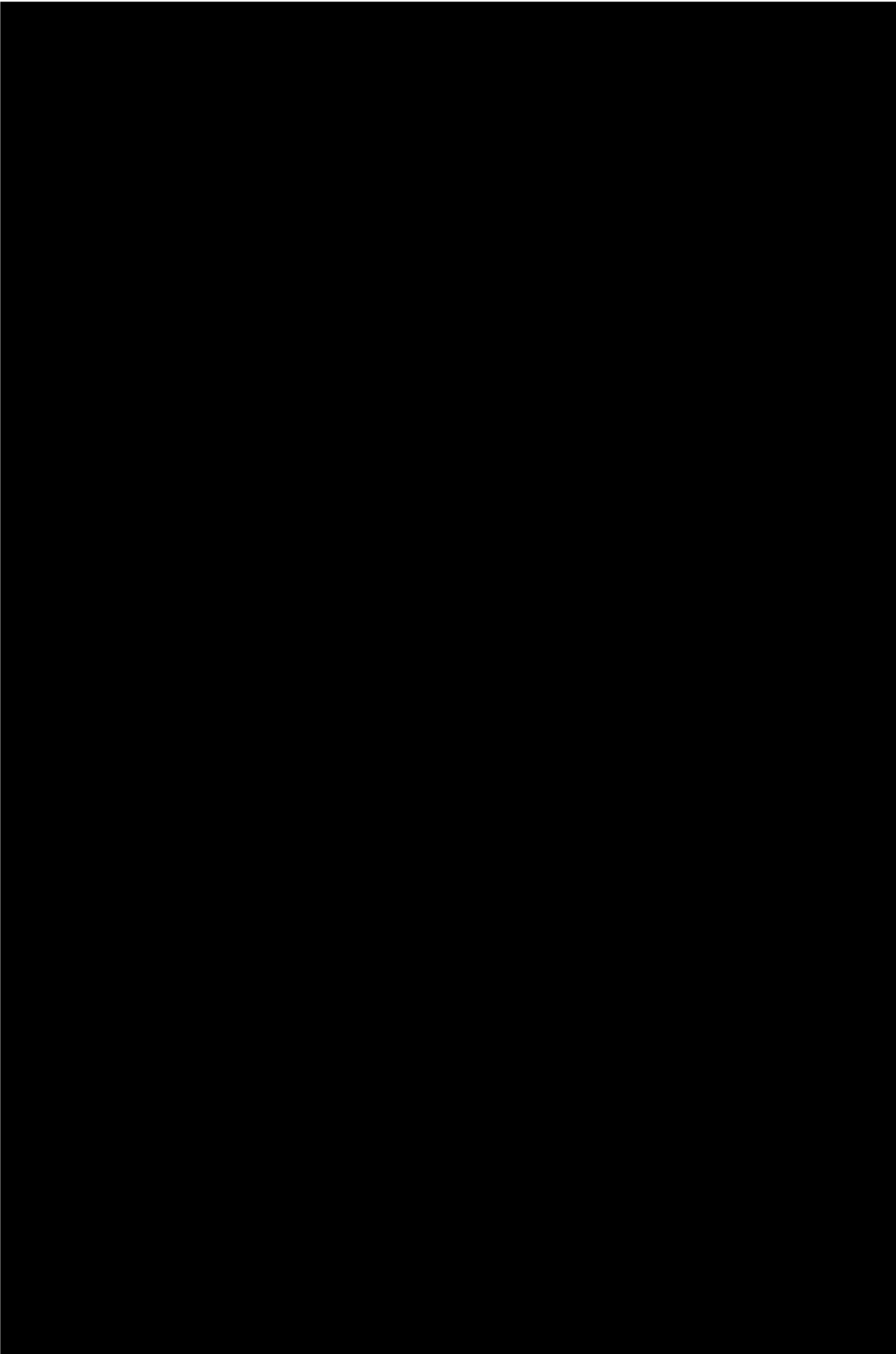


EXHIBIT F

Contract No. RR-14-4222

ABNA of Illinois, Inc.

SCOPE OF SERVICES

Provide design services for FCWRD Utility Conflict which includes a cast in place load transfer frame in lieu of precast concrete box segment to avoid a conflict with the FCWRD utility. Administration and QAQC services will also be performed.

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	\$200,000.00	12/31/2019
RR-18-4353	DUR	\$180,000.00	\$5,000.00	10/31/2019
PSB 17-3	Contract I-17-4300	\$1,732,500.00	\$900,000.00	12/31/2021
PSB 17-2	Contract I-17-4678	\$385,000.00	\$35,000.00	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

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NQI DBE/MBE/WBE)

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

** Additional services funds require prior authorization before use

TOTAL 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: 9/23/2019

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.

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															
Concept Plans (30%)															
Phase II Plans									94				90		274
Meetings/ Coordination, General Activities															
QC/QA															
Admin/Management															
TOTALS									94		90	90		274	

Contract No.: RR-14-4222

Consultant: Christopher B. Burke Engineering, Ltd.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

$$\begin{array}{r} \underline{304.00} \\ \text{(Total Work Hours} \\ \text{from Exhibit C-2)} \end{array} \times \begin{array}{r} \$ \quad 46.50 \\ \text{(Average Hourly} \\ \text{Rate from Exhibit} \\ \text{C-2)} \end{array} = \text{TOTAL DIRECT SALARY } \$ \underline{14,136.00}$$

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 \$ 39,580.80

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)

\$ 39,580.80

Contract No.: RR-14-4222

Consultant: Christopher B. Burke Engineering, Ltd.

Date: 9/23/2019

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 7 No. OF MONTHS

SCHEDULED START DATE: 10/1/2019

RAISE DATE: 1/1/2020

PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date
10/1/2019	12/31/2019	1/1/2020	4/30/2020	-	-
3.0	7.0	4.0	7.0	7.0	7.0
42.86%	57.14%	Escalation Factor Third Period			
Factor First Period		Escalation Factor Second Period		Escalation Factor Fourth Period	
		Escalation Factor Fifth Period			

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date
-	-	-	-	-	-
7.0	7.0	7.0	7.0	7.0	7.0
Escalation Factor Sixth Period		Escalation Factor Seventh Period		Escalation Factor Ninth Period	
		Escalation Factor Eighth 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: 9/23/2019

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 O/T		Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)	
							Estimated Hours:	Premium O/T Hourly Rate:		
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	5.00	304.00			
No	Project Manager	\$40.00	\$70.00	\$65.50	\$65.50	46.00				
No	Senior Engineer/Planner	\$40.00	\$70.00	\$54.00	\$54.00	42.00				
No	Resident Engineer	\$40.00	\$70.00							
No	Project Engineer/Planner	\$25.00	\$60.00	\$45.00	\$45.00	88.00				
No	Staff Engineer/Planner	\$20.00	\$40.00							
No	Engineer/Accountant	\$20.00	\$60.00	\$33.00	\$33.00	80.00				
No	Senior Technical Specialist	\$25.00	\$60.00	\$50.00	\$50.00	20.00				
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				
							Total Direct Labor	\$14,136.00		
							Total Estimated Work Hours:	304.00		
							Average Hourly Rate:	\$46.50		

Contract No.: RR-14-4222

Consultant: Christopher B. Burke Engineering, Ltd.

Date: 9/23/2019

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	Kevin Betke	
	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			\$40 - \$70
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	

Contract No.: RR-14-4222

Consultant: Christopher B. Burke Engineering, Ltd.

Date: 9/23/2019

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	Mark Thomas	
	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 Najarro 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		

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) _____

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: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____



Michael Kerr, PE
Executive Vice President, Head, Civil Engineering Department

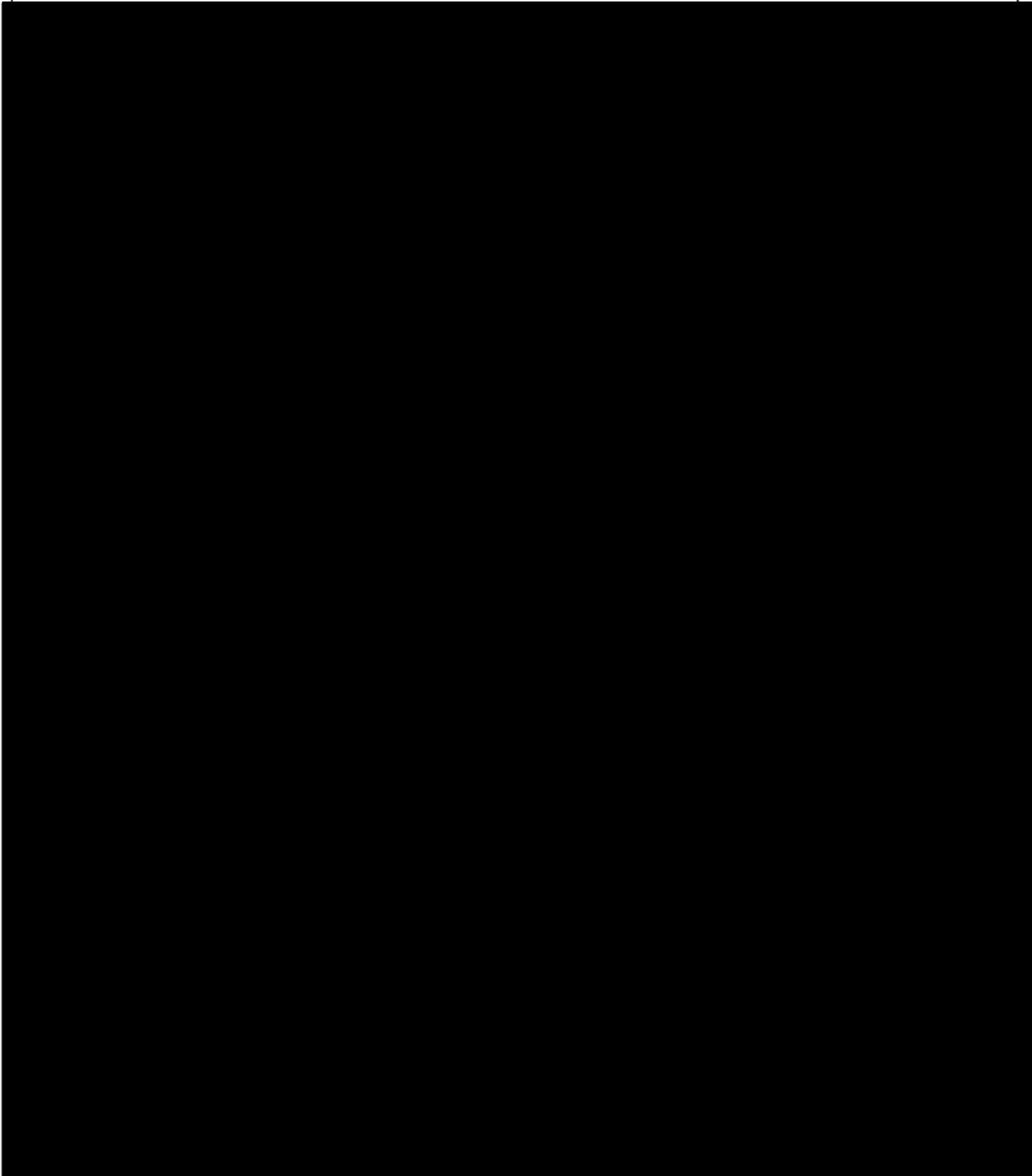
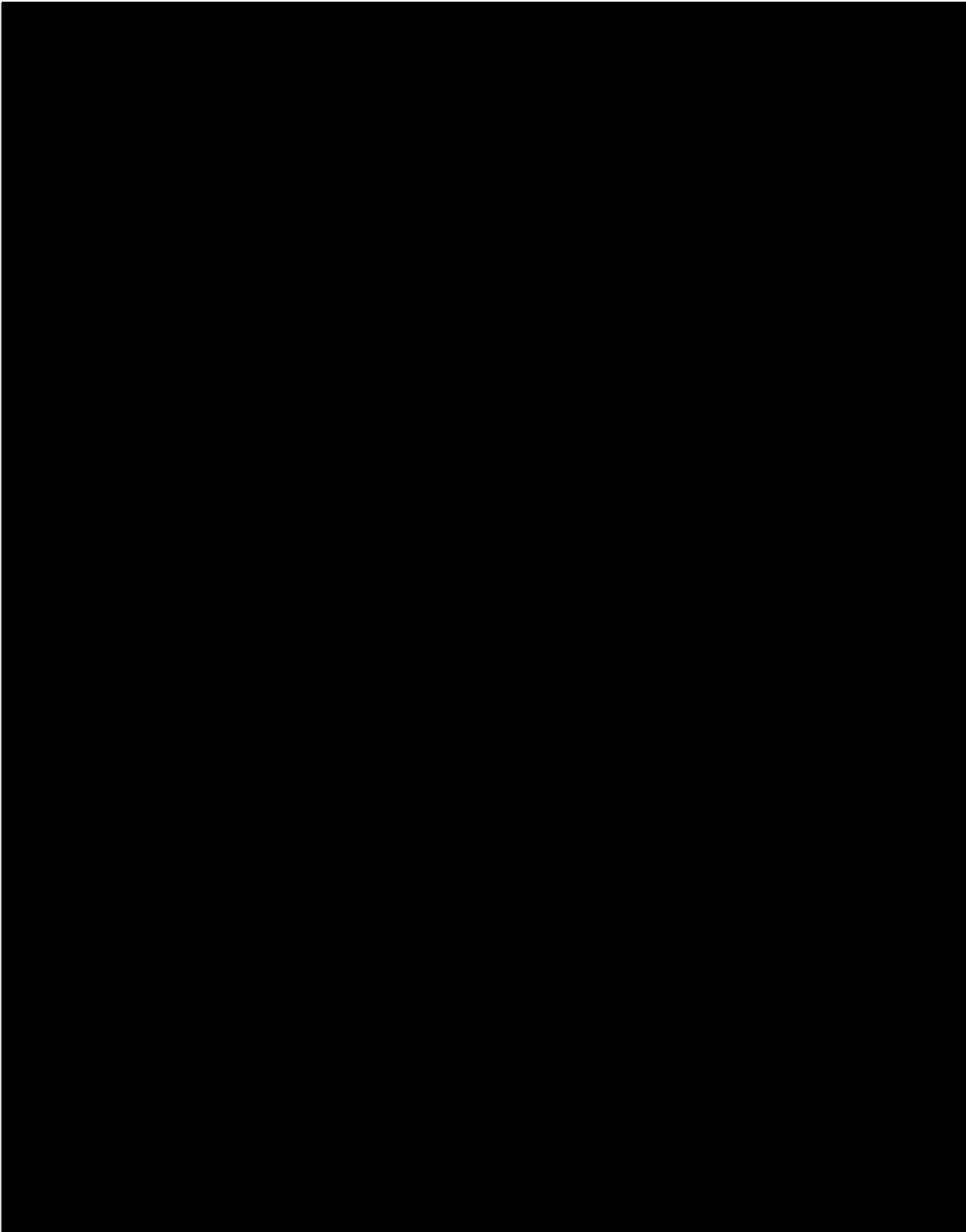
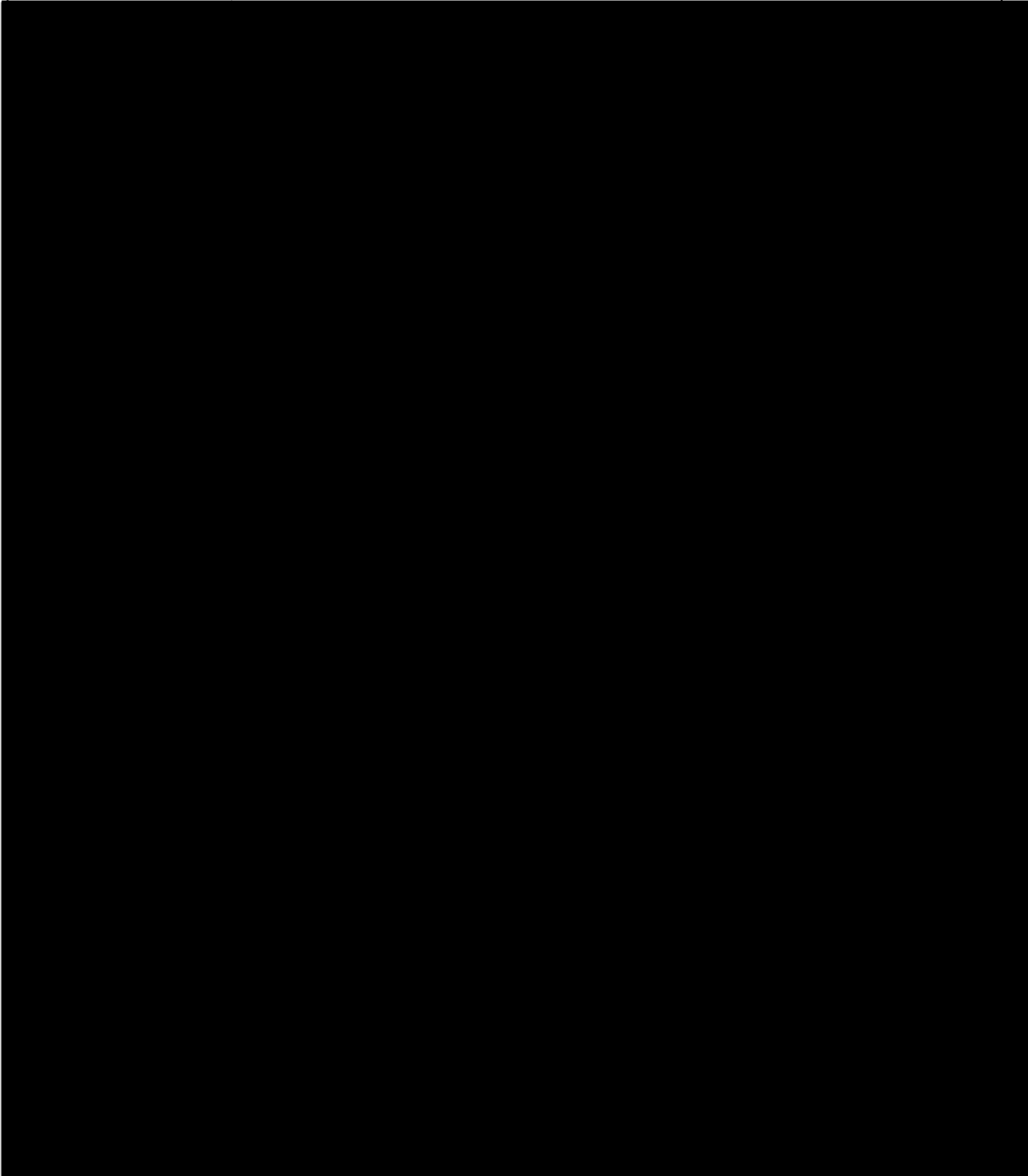


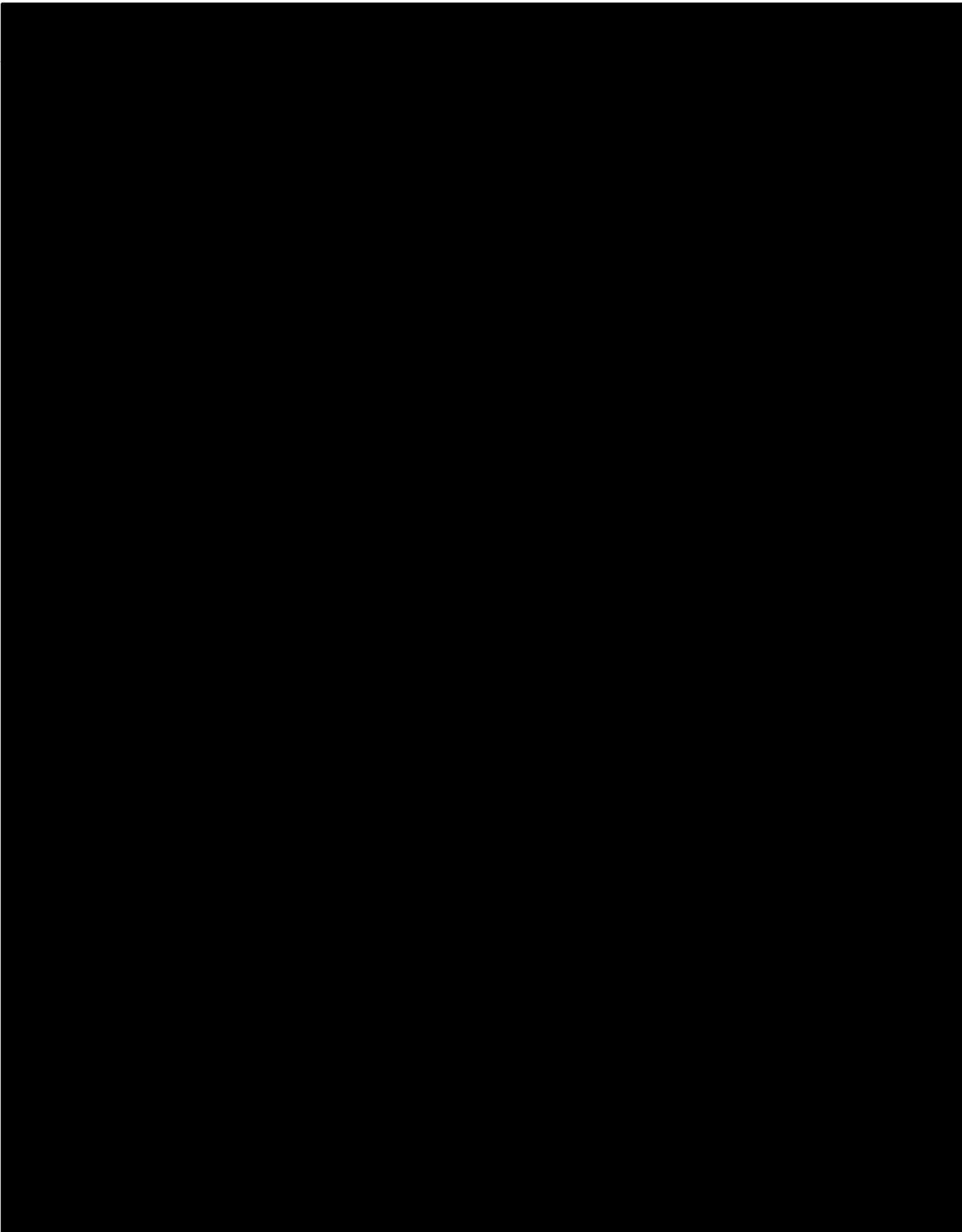
EXHIBIT "1"





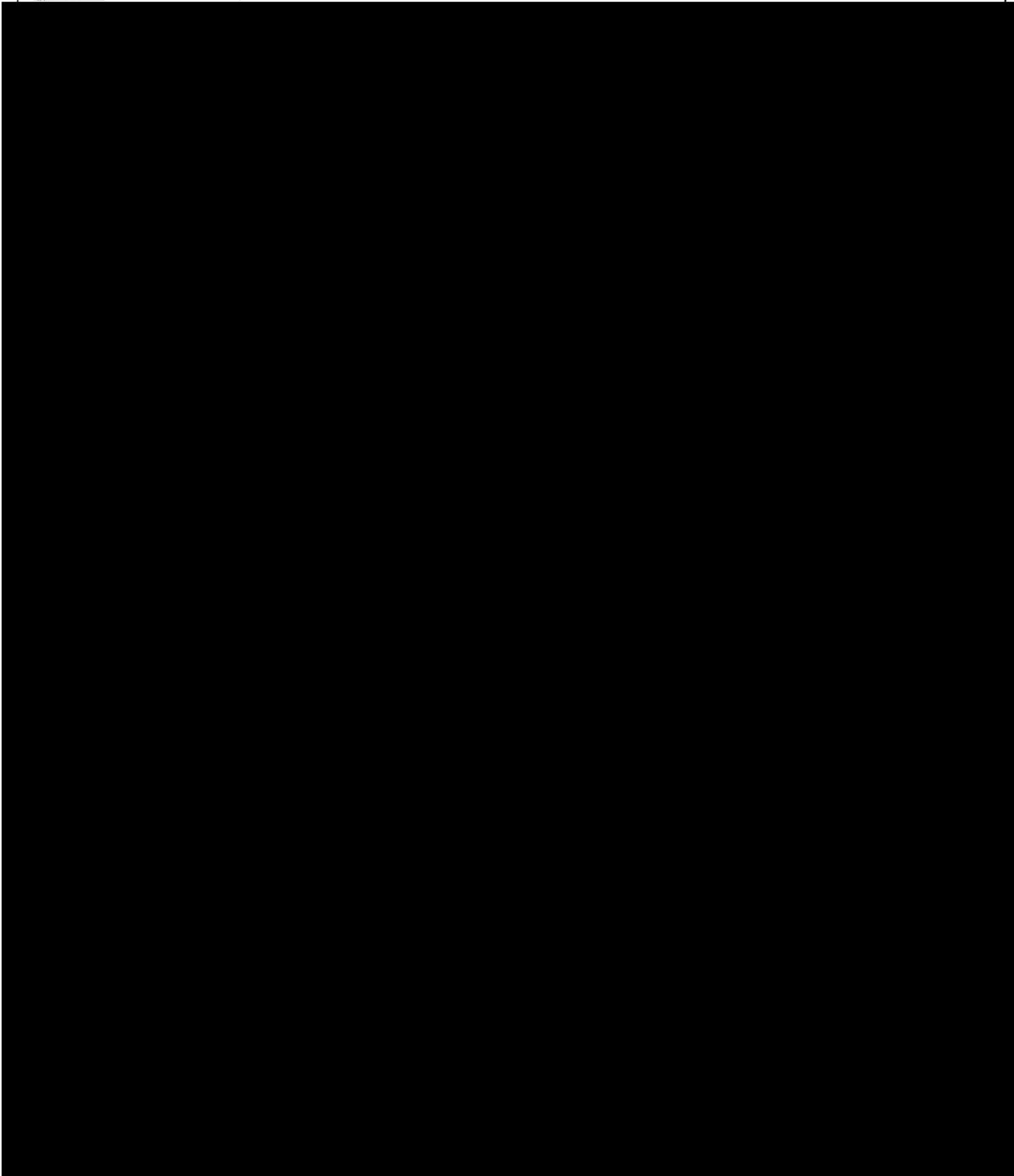
Jedd Anderson, PWS, CWS, CPESC
Vice President, Head, Environmental Resources Department







Jonathan O'Connell, PE
Head, Drainage Department



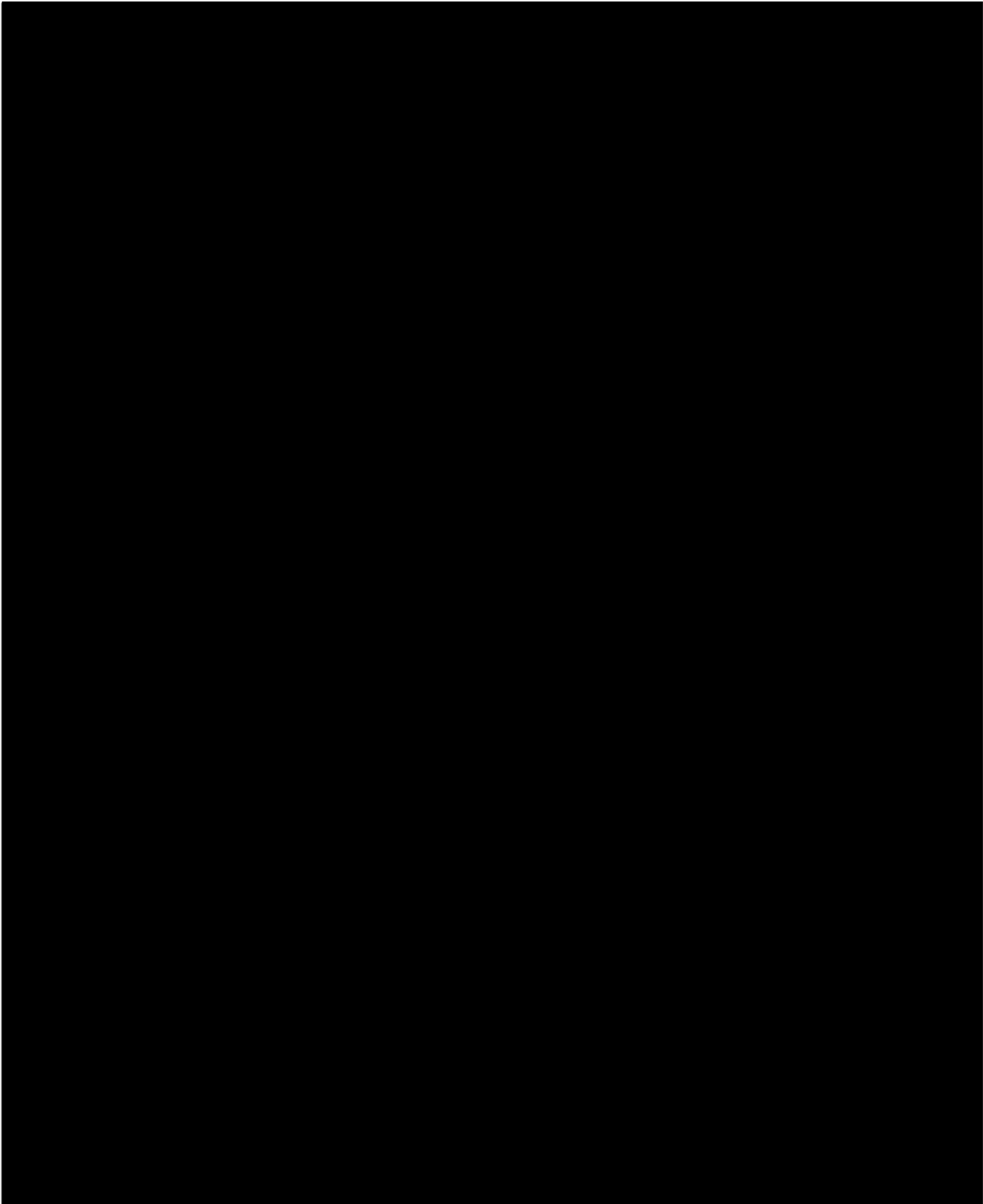
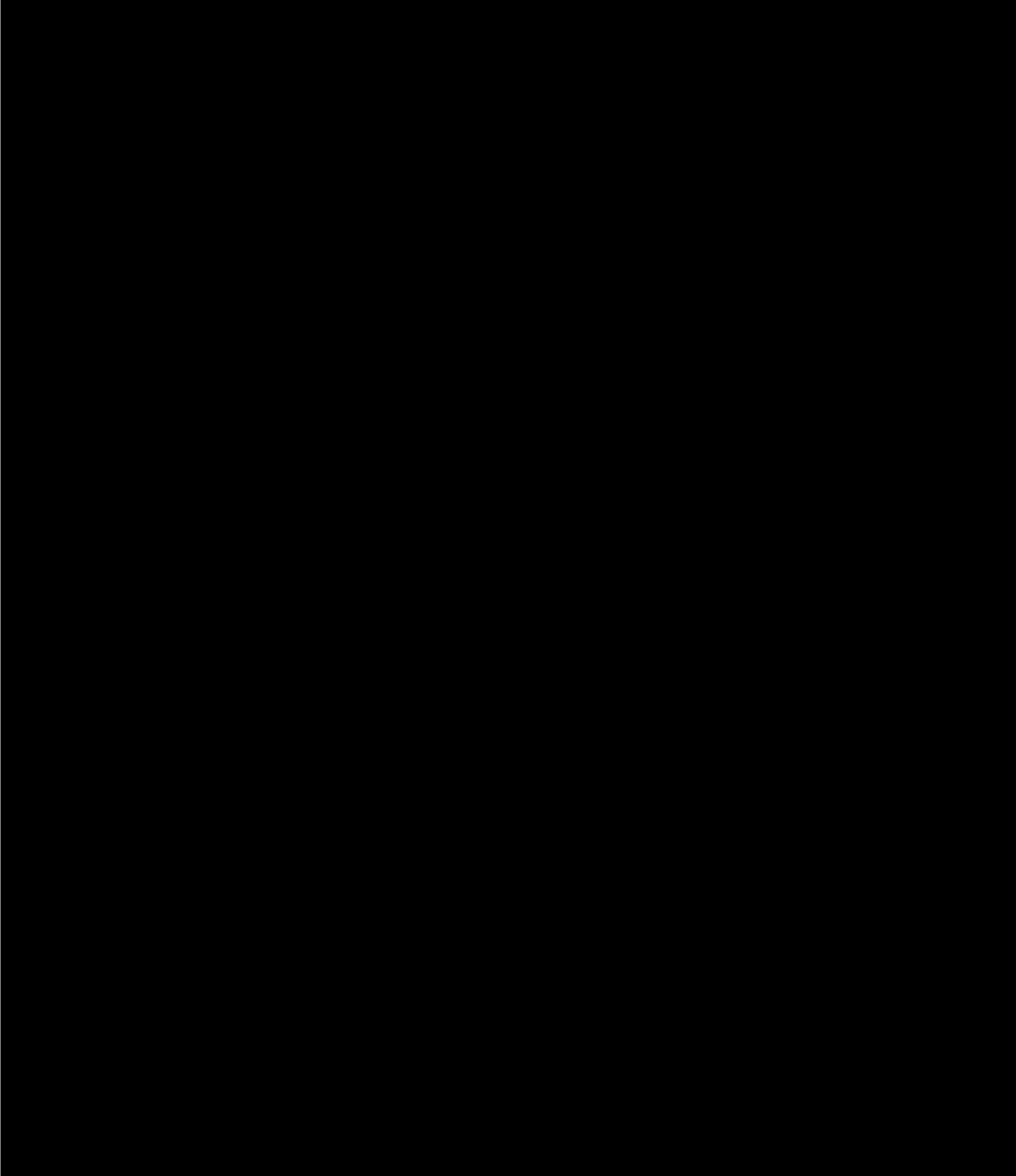


EXHIBIT "1"

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96



Ilene Dailey, PE, CFM
Assistant Department Head, Drainage





Val Racich, PE
Senior Project Manager

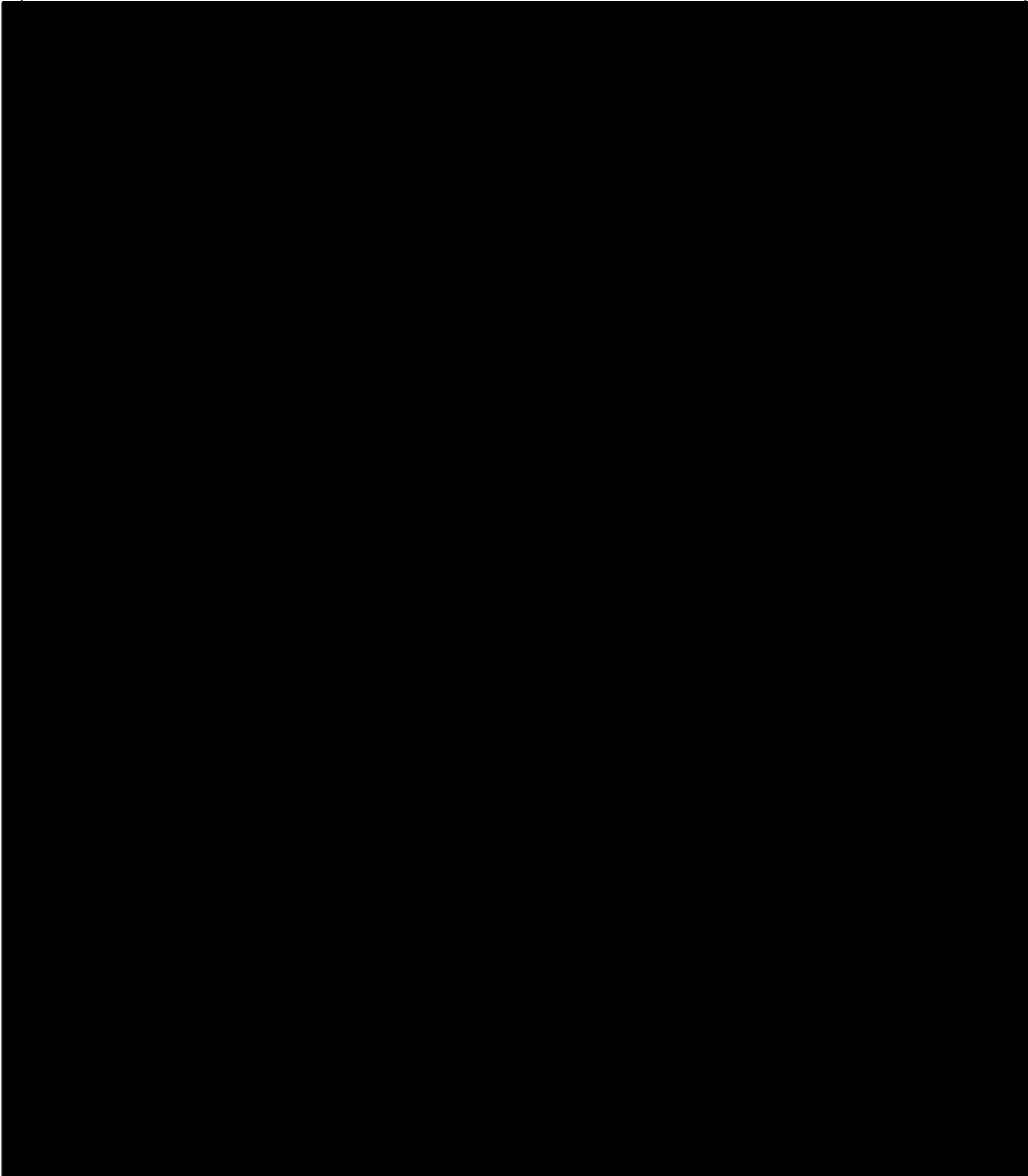


EXHIBIT "1"

EXHIBIT F

Contract No. RR-14-4222

Christopher B. Burke Engineering, Ltd.

SCOPE OF SERVICES

Provide design services for erosion control plans for the Ogden Avenue infield area; drainage modifications due to revised ground improvements; additional drainage, combined sewer, and lighting modifications required for ongoing local agency coordination; FAA, MWRD, and IEPA permit applications; revisions to special provisions; modifications to hydraulic design and IDNR-OWR permit for FCWRD utility conflict; QAQC; and administration services

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-18-4383	Planning Studies Upon Request	\$5,000,000.00	\$2,181,000.00	06/31/23
Sub				
I-11-4014	Elgin O'Hare Bypass Sub to CH2M Hill	\$498,140.32	\$206,000.00	5/31/2018
I-12-4080	Illinois 53 Extension Sub to Transystems	\$800,000.00	\$357,852.00	4/1/2019
RR-14-4221	Tri State Tollway- Mile Long Bridge Sub to Locher, HDR, Quigg	\$1,376,200.40	\$47,630.00	3/1/2020
I-15-4656	EOWA I-294 to I-290 Trio Sub Benesch/CBBEL/Lin JV	\$2,861,767.96	\$494,000.00	5/31/2019
I-14-4190	I-90 BCP Tollway Partners	\$2,212,060.62	\$7,606.00	
I-17-4303	Tri-State O'hare Oasis to Balmoral Ave Team with Bowman Barrett	\$2,339,976.36	\$0.00	11/30/2022
I-18-4356	Tri-State Wolf to Balmoral Sub to Locher	\$5,000.00	\$5,000.00	2/28/2019
IDOT-Prime				
P-91-388-10	US 45 (form IL 132 to IL 173)	\$1,655,172.00	\$0.00	1/28/2018
P-91-119-14	Various Phase I Contracts	1,200,000.00	301,000.00	02/01/19
P-91-224-16	Various Phase I Contracts	1,200,000.00	575,000.00	08/30/19
D-60-031-18	Various Scat Projects	300,000.00	11,000.00	11/01/20
P-91-032-19	Various Environmental	300,000.00	227,000.00	5/20/2024
P-91-032-19	Various Scat Projects	Still in negotiation	Still in negotiation	

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	\$115,000.00	1/31/2020
P-91-762-10	I-55 from I-355 to I-94 -Sub to Stantec	2,017,733.00	400,000.00	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	101,000.00	10/31/23
D-91-467-14	FAU 2857 Wood Street from North of Little Calumet River to South of US6 Sub to Infrastructure	229,168.00	15,000.00	07/03/17
P-91-014-18	Phase I IL 53 from IL 62 to US 12 Sub to RS & H	281,329.00	200,000.00	11/14/21
P-91-05-18	Interstate 90 from Interstate 94 to S of Ohio Sub to Lochner	86,368.00	67,000.00	04/01/21
P-91-035-19	Various Survey Sub to Ardmore Roderick	75,000.00	75,000.00	03/31/29
City of Chicago	Various Contracts	40,000,000.00	535,000.00	Various
All Other Work Public & Private	Various Contracts	46,589,000.00	14,987,000.00	Various

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

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

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

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

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

10	<hr/>		
	Direct Labor	<hr/>	
	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: \$ -