

06/28/18

6.1/14

RESOLUTION NO. 21596


Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Planning Services Upon Request, on the Tri-State Tollway (I-294) from Mile Post 17.5 (95th Street) to Mile Post 40.0 (Balmoral Avenue) on Contract No. RR-18-4383. Christopher B. Burke Engineering, Ltd. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$5,000,000.00. The proposal is for construction related professional services and the services were procured pursuant to 30 ILCS 500/30-15(c) of the Illinois Procurement Code.

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with Christopher B. Burke Engineering, Ltd., to obtain Planning Services, for Contract No. RR-18-4383 with an upper limit of compensation not to exceed \$5,000,000.00, subject to review and approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by



Chairman

1.5.1 Item 1. RR-18-4383, Tri-State Tollway, 95th Street to Balmoral Avenue, Planning Studies Upon Request

This project has a 22% D/M/WBE participation goal and 1% VOS/SDVOSBE participation goal.

Planning Studies and Master Plan engineering services are required for access improvements on the Tri-State Tollway between 95th Street (M.P. 17.5) and Balmoral Avenue (M.P. 40.0) in Cook County, Illinois and throughout the Tollway system. Being selected for this contract will not preclude a consultant from performing future design work on this corridor. Typical tasks will include engineering studies and other engineering services that are required for the Tollway system, and may include, but not be limited to:

1. Perform interchange studies.
2. Perform drainage studies.
3. Perform environmental studies. GIS environmental resource analysis to identify potential issues related to wetlands, biological resources, public lands, stormwater management, ground and surface water, cultural and social resources, noise, air, hazardous/special waste, land use, zoning, etc.
4. Perform INVEST planning evaluations and design evaluations.
5. Perform geotechnical studies which incorporate pavement and soil borings to determine future pavement design.
6. Perform topographic survey.
7. Provide project scope and contract packaging.
8. Provide a project cost estimate.
9. Develop a project schedule.
10. Prepare a Project Master Plan report which will include geometrics, drainage, construction staging, design criteria, cost benefit analysis, alternatives analysis, and all other appurtenant and miscellaneous items.
11. Perform Type, Size and Location (TS&L) drawings for the structures.
12. Provide Maintenance and Operating budget analysis.
13. Provide signing plan.
14. Perform utility coordination.
15. On call and as-needed work related on the Tollway system.

The upper limit of compensation will be set at \$5,000,000 to be authorized for use as individual projects are needed. Individual task orders will be negotiated for a specific fee at the time they are issued during the contract.

Firms must be prequalified by IDOT in the following categories:

Location/Design Studies (New Construction/Major Reconstruction)
Environmental Reports (Environmental Assessment)
Special Studies (Location Drainage)
Highways (Freeways)
Structures (Highway Bridges: Typical)
Hydraulic Reports (Waterways: Complex)
Special Services (Surveying)
Special Studies (Lighting: Typical)

The Tollway will allow a Prime consultant to meet the prequalifications for Environmental Reports (Environmental Assessment), Special Studies (Location Drainage), Hydraulic Reports (Waterway Complex), Special Services (Surveying), and Special Studies (Lighting: Typical) through a subconsultant.

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

- The person who will assume the duties of the Project Manager for all aspects of the work documents.
- The person who will perform the duties of the Project Engineer, that individual in charge who is directly involved in the development of the Project Master Plan (must be an Illinois Licensed Professional Engineer).
- The person who will be responsible for structural design related issues (must be an Illinois Licensed Structural Engineer).
- The person who will be responsible for drainage design related issues (must be an Illinois Licensed Professional Engineer).
- The person who will be responsible for traffic and tolling analysis.
- The person who will be responsible for financial and economic impact analysis.
- The person(s) who will perform the QC/QA review work of all milestone submittals, who must be an Illinois Licensed Professional Engineer for roadway elements and an Illinois Licensed Structural Engineer for structural elements.

Schedule: This project is scheduled to start in 2018.

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

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

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

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

Contract: RR-18-4383

Prime: Christopher B. Burke, Eng. Ltd.

Key Personnel

Please note, Classifications with a check mark are the only ones needed per the PSB solicitation requirements.

Exhibit A – Proposed Staff

PSB 18-2

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

| ✓ Project Manager (Item 1) | | | |
|----------------------------|-----------------------------------|--------|----|
| Name: | Michael Matkovic | | |
| Firm: | Christopher B. Burke Eng Ltd | | |
| Category: | IL Licensed Professional Engineer | | |
| License #: | 062044464 | | |
| Year Registered: | 1988 | State: | IL |
| Office Address: | 9575 W. Higgins Rd, Ste 600 | | |
| City: | Rosemont | State: | IL |

| Project Manager (Items 2 thru 10) | | | |
|-----------------------------------|-----------------------------------|--------|--|
| Name: | | | |
| Firm: | | | |
| Category: | IL Licensed Professional Engineer | | |
| License #: | | | |
| Year Registered: | | State: | |
| Office Address: | | | |
| City: | | State: | |

| ✓ Project Engineer (Items 1 thru 5) | | | |
|-------------------------------------|-----------------------------------|--------|----|
| Name: | Melissa McGhee | | |
| Firm: | Christopher B. Burke Eng Ltd | | |
| Category: | IL Licensed Professional Engineer | | |
| License #: | 062060357 | | |
| Year Registered: | 2008 | State: | IL |
| Office Address: | 9575 W. Higgins Rd, Ste 600 | | |
| City: | Rosemont | State: | IL |

| Structural Design (Items 1 thru 6) | | | |
|------------------------------------|---------------------------------|--------|----|
| Name: | Sarah Czaplicki | | |
| Firm: | Patrick Engineering, Inc. | | |
| Category: | IL Licensed Structural Engineer | | |
| License #: | 081006191 | | |
| Year Registered: | 2005 | State: | IL |
| Office Address: | 4970 Varsity Drive | | |
| City: | Lisle | State: | IL |

| ✓ Drainage Design (Item 1) | | | |
|----------------------------|-----------------------------------|--------|----|
| Name: | Jonathan O'Connell | | |
| Firm: | Christopher B. Burke Eng Ltd | | |
| Category: | IL Licensed Professional Engineer | | |
| License #: | 062059191 | | |
| Year Registered: | 2006 | State: | IL |
| Office Address: | 9575 W. Higgins Rd, Ste 600 | | |
| City: | Rosemont | State: | IL |

| ✓ Traffic and Tolling Analysis (Item 1) | | | |
|---|-----------------------------------|--------|----|
| Name: | Bader Hafeez | | |
| Firm: | DAMA Consultants, Inc. | | |
| Category: | IL Licensed Professional Engineer | | |
| License #: | 062054492 | | |
| Year Registered: | 2000 | State: | IL |
| Office Address: | 4524 W. Washington Blvd | | |
| City: | Chicago | State: | IL |

| Financial and Economic Impact Analysis (Item 1) | | | |
|---|-----------------------------|--------|----|
| Name: | Derrick Brantley | | |
| Firm: | Patrick Engineering, Inc. | | |
| Category: | | | |
| License #: | | | |
| Year Registered: | | State: | |
| Office Address: | 11 Beacon Street, Suite 735 | | |
| City: | Boston | State: | IL |

| ✓ QC/QA Roadway (Items 1 thru 5) | | | |
|----------------------------------|-----------------------------------|--------|----|
| Name: | Michael Kerr | | |
| Firm: | Christopher B. Burke Eng Ltd | | |
| Category: | IL Licensed Professional Engineer | | |
| License #: | 062046642 | | |
| Year Registered: | 1991 | State: | IL |
| Office Address: | 9575 W. Higgins Rd, Ste 600 | | |
| City: | Rosemont | State: | IL |

*If work is being performed by a Sub-consultant list firm name also.

**Note the specific function listed in the Item description for Key Personnel

**Exhibit A – Proposed Staff
PSB 18-2, continued**

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

✓ **QC/QA Structural (Items 1 thru 5)**

| | | | |
|------------------|---------------------------------|--------|----|
| Name: | Majid Mobasseri | | |
| Firm: | Christopher B. Burke Eng Ltd | | |
| Category: | IL Licensed Structural Engineer | | |
| License #: | 081005058 | | |
| Year Registered: | 1993 | State: | IL |
| Office Address: | 9575 W. Higgins Rd, Ste 600 | | |
| City: | Rosemont | State: | IL |

Roadway Design (Items 2 thru 6)

| | | | |
|------------------|-----------------------------------|--------|--|
| Name: | | | |
| Firm: | | | |
| Category: | IL Licensed Professional Engineer | | |
| License #: | | | |
| Year Registered: | | State: | |
| Office Address: | | | |
| City: | | State: | |

Construction Engineer (Items 3 & 4)

| | | | |
|------------------|-----------------------------------|--------|--|
| Name: | | | |
| Firm: | | | |
| Category: | IL Licensed Professional Engineer | | |
| License #: | | | |
| Year Registered: | | State: | |
| Office Address: | | | |
| City: | | State: | |

Architect (Item 5)

| | | | |
|------------------|------------------------------------|--------|--|
| Name: | | | |
| Firm: | | | |
| Category: | IL Licensed Professional Architect | | |
| License #: | | | |
| Year Registered: | | State: | |
| Office Address: | | | |
| City: | | State: | |

Electrical Design (Item 5)

| | | | |
|------------------|-----------------------------------|--------|--|
| Name: | | | |
| Firm: | | | |
| Category: | IL Licensed Professional Engineer | | |
| License #: | | | |
| Year Registered: | | State: | |
| Office Address: | | | |
| City: | | State: | |

Mechanical Design (Item 5)

| | | | |
|------------------|-----------------------------------|--------|--|
| Name: | | | |
| Firm: | | | |
| Category: | IL Licensed Professional Engineer | | |
| License #: | | | |
| Year Registered: | | State: | |
| Office Address: | | | |
| City: | | State: | |

Resident Engineer (Items 6 thru 10)

| | | | |
|------------------|--|--------|--|
| Name: | | | |
| Firm: | | | |
| Category: | | | |
| License #: | | | |
| Year Registered: | | State: | |
| Office Address: | | | |
| City: | | State: | |

Materials Coordinator (Items 6 thru 10)

| | | | |
|------------------|--|--------|--|
| Name: | | | |
| Firm: | | | |
| Category: | | | |
| License #: | | | |
| Year Registered: | | State: | |
| Office Address: | | | |
| City: | | State: | |

Document Technician (Items 6 thru 10)

| | | | |
|------------------|--|--------|--|
| Name: | | | |
| Firm: | | | |
| Category: | Documentation Certification Number- IDOT class S-14 | | |
| License #: | | | |
| Year Registered: | | State: | |
| Office Address: | | | |
| City: | | State: | |

Materials QA Technician (Items 6 thru 10)

| | | | |
|------------------|--|--------|--|
| Name: | | | |
| Firm: | | | |
| Category: | | | |
| License #: | | | |
| Year Registered: | | State: | |
| Office Address: | | | |
| City: | | State: | |

*If work is being performed by a Sub-consultant list firm name also.

**Note the specific function listed in the Item description for Key Personnel

**Exhibit A – Proposed Staff
PSB 18-2, continued**

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

| Project Manager (Item 11) | | | |
|----------------------------------|---|--------|--|
| Name: | | | |
| Firm: | | | |
| Category: | Exp w/ Transportation Civil Engineering Disciplines. 10 yrs exp w/ GIS projects. | | |
| License #: | | | |
| Year Registered: | | State: | |
| Office Address: | | | |
| City: | | State: | |

| Liaison Engineer (Item 12) | | | |
|-----------------------------------|-----------------------------------|--------|--|
| Name: | | | |
| Firm: | | | |
| Category: | IL Licensed Professional Engineer | | |
| License #: | | | |
| Year Registered: | | State: | |
| Office Address: | | | |
| City: | | State: | |

| Design & Construction Process (QC/QA/IA) Engineer (Item 12) | | | |
|--|---|--------|--|
| Name: | | | |
| Firm: | | | |
| Category: | IL Licensed Professional Engineer. Exp in Project Mgmt & Infrastructure/Pavement Engineering. 5 yrs exp materials oversight/testing. I-MIRS/eBuilder software knowledge. | | |
| License #: | | | |
| Year Registered: | | State: | |
| Office Address: | | | |
| City: | | State: | |

| HMA Aggregate Engineer (Item 12) | | | |
|---|--|--------|--|
| Name: | | | |
| Firm: | | | |
| Category: | IL Licensed Professional Engineer. Exp in Project Mgmt & Infrastructure/Pavement Engineering. IDOT HMA Level 3 Qualification. 10 yrs exp HMA mixtures/production. QC/QA testing/mgmt. exp. | | |
| License #: | | | |
| Year Registered: | | State: | |
| Office Address: | | | |
| City: | | State: | |

| PCC/Prestressed/Precast/Steel/Aluminum Engineer (Item 12) | | | |
|--|--|--------|--|
| Name: | | | |
| Firm: | | | |
| Category: | IL Licensed Professional Engineer. Exp in Project Mgmt & Infrastructure/Pavement Engineering. PCI Level II or III Certification preferred. Structural Steel/Aluminum exp. | | |
| License #: | | | |
| Year Registered: | | State: | |
| Office Address: | | | |
| City: | | State: | |

| Training Engineer (Item 12) | | | |
|------------------------------------|---|--------|--|
| Name: | | | |
| Firm: | | | |
| Category: | IL Licensed Professional Engineer. Exp in Project Mgmt & Infrastructure/Pavement Engineering. 15 yrs exp Materials Engineering. | | |
| License #: | | | |
| Year Registered: | | State: | |
| Office Address: | | | |
| City: | | State: | |

| Forensics/New Technologies Engineer (Item 12) | | | |
|--|---|--------|--|
| Name: | | | |
| Firm: | | | |
| Category: | IL Licensed Professional Engineer. Exp in Project Mgmt & Infrastructure/Pavement Engineering. 15 yrs exp Materials Engineering. | | |
| License #: | | | |
| Year Registered: | | State: | |
| Office Address: | | | |
| City: | | State: | |

| QC/QA Level I (Item 12) | | | |
|--------------------------------|----------------------------------|--------|--|
| Name: | | | |
| Firm: | | | |
| Category: | HMA & PCC Certified Testing Tech | | |
| License #: | | | |
| Year Registered: | | State: | |
| Office Address: | | | |
| City: | | State: | |

*If work is being performed by a Sub-consultant list firm name also.

**Note the specific function listed in the Item description for Key Personnel

**Exhibit A – Proposed Staff
PSB 18-2, continued**

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

| QC/QA Level II (Item 12) | | | |
|--------------------------|----------------------------------|--------|--|
| Name: | | | |
| Firm: | | | |
| Category: | HMA & PCC Certified Testing Tech | | |
| License #: | | | |
| Year Registered: | | State: | |
| Office Address: | | | |
| City: | | State: | |

| QC/QA Level III (Item 12) | | | |
|---------------------------|----------------------------------|--------|--|
| Name: | | | |
| Firm: | | | |
| Category: | HMA & PCC Certified Testing Tech | | |
| License #: | | | |
| Year Registered: | | State: | |
| Office Address: | | | |
| City: | | State: | |

| ACI Grade 1 (Item 12) | | | |
|-----------------------|--|--------|--|
| Name: | | | |
| Firm: | | | |
| Category: | QC Personnel Cert Program (for precast) | | |
| License #: | | | |
| Year Registered: | | State: | |
| Office Address: | | | |
| City: | | State: | |

| PCI Level I (Item 12) | | | |
|-----------------------|--|--------|--|
| Name: | | | |
| Firm: | | | |
| Category: | QC Personnel Cert Program (for precast) | | |
| License #: | | | |
| Year Registered: | | State: | |
| Office Address: | | | |
| City: | | State: | |

| PCI Level II (Item 12) | | | |
|------------------------|--|--------|--|
| Name: | | | |
| Firm: | | | |
| Category: | QC Personnel Cert Program (for precast) | | |
| License #: | | | |
| Year Registered: | | State: | |
| Office Address: | | | |
| City: | | State: | |

| Lead CWI (Item 12) | | | |
|--------------------|-------------------|--------|--|
| Name: | | | |
| Firm: | | | |
| Category: | Steel Fabrication | | |
| License #: | | | |
| Year Registered: | | State: | |
| Office Address: | | | |
| City: | | State: | |

| Lead Asphalt Binder Technician (Item 12) | | | |
|--|--|--------|--|
| Name: | | | |
| Firm: | | | |
| Category: | | | |
| License #: | | | |
| Year Registered: | | State: | |
| Office Address: | | | |
| City: | | State: | |

| Lead Field Soils Technician (Item 12) | | | |
|---------------------------------------|---|--------|--|
| Name: | | | |
| Firm: | | | |
| Category: | IDOT Soils Field Testing & Inspection (S-33) Certification | | |
| License #: | | | |
| Year Registered: | | State: | |
| Office Address: | | | |
| City: | | State: | |

| Required Prequalification Category** Safety & Barrier Warrant Analysis | | | |
|---|--|--------|----|
| Name: | Patrick Friedrich | | |
| Firm: | EJM Engineering, Inc. DBA Transmart/EJM Corporation | | |
| Category: | IL Licensed Professional Engineer | | |
| License #: | 062066482 | | |
| Year Registered: | 2014 | State: | IL |
| Office Address: | 411 S. Wells St, Ste 1000 | | |
| City: | Chicago | State: | IL |

| Required Prequalification Category** Land Use & Zoning Analysis | | | |
|--|---------------------------|--------|----|
| Name: | Ranadip Bose | | |
| Firm: | S. B. Friedman & Company | | |
| Category: | | | |
| License #: | | | |
| Year Registered: | | State: | |
| Office Address: | 221 N LaSalle St, Ste 820 | | |
| City: | Chicago | State: | IL |

*If work is being performed by a Sub-consultant list firm name also.

**Note the specific function listed in the Item description for Key Personnel

| Required Prequalification Category** | | | |
|---|-----------------------------------|--------|----|
| INVEST Evaluations | | | |
| Name: | Nicholas Schilling | | |
| Firm: | Patrick Engineering, Inc. | | |
| Category: | IL Licensed Professional Engineer | | |
| License #: | 062059216 | | |
| Year Registered: | 2006 | State: | IL |
| Office Address: | 4970 Varsity Drive | | |
| City: | Lisle | State: | IL |

| Required Prequalification Category** | | | |
|---|-----------------------------------|--------|----|
| O & M Budget Analysis | | | |
| Name: | Jarrod Cebulski | | |
| Firm: | Patrick Engineering, Inc. | | |
| Category: | IL Licensed Professional Engineer | | |
| License #: | 062050473 | | |
| Year Registered: | 1995 | State: | IL |
| Office Address: | 4970 Varsity Drive | | |
| City: | Lisle | State: | IL |

| Required Prequalification Category** | | | |
|---|-----------------------------------|--------|----|
| Municipal & Agency Coordination | | | |
| Name: | Christopher Burke | | |
| Firm: | Christopher B. Burke Eng Ltd | | |
| Category: | IL Licensed Professional Engineer | | |
| License #: | 062040284 | | |
| Year Registered: | 1982 | State: | IL |
| Office Address: | 9575 W. Higgins Rd, Ste 600 | | |
| City: | Rosemont | State: | IL |

| Required Prequalification Category** | | | |
|---|-----------------------------------|--------|----|
| Municipal & Agency Coordination | | | |
| Name: | Michael Kerr | | |
| Firm: | Christopher B. Burke Eng Ltd | | |
| Category: | IL Licensed Professional Engineer | | |
| License #: | 062046642 | | |
| Year Registered: | | State: | |
| Office Address: | 9575 W. Higgins Rd, Ste 600 | | |
| City: | Rosemont | State: | IL |

| Required Prequalification Category** | | | |
|---|-----------------------------------|--------|----|
| Intersection Design Studies | | | |
| Name: | Martin Worman | | |
| Firm: | Christopher B. Burke Eng Ltd | | |
| Category: | IL Licensed Professional Engineer | | |
| License #: | 062051360 | | |
| Year Registered: | 1997 | State: | IL |
| Office Address: | 9575 W. Higgins Rd, Ste 600 | | |
| City: | Rosemont | State: | IL |

| Required Prequalification Category** | | | |
|---|-----------------------------------|--------|----|
| Municipal & Agency Coordination | | | |
| Name: | Michael Matkovic | | |
| Firm: | Christopher B. Burke Eng Ltd | | |
| Category: | IL Licensed Professional Engineer | | |
| License #: | 062044464 | | |
| Year Registered: | 1988 | State: | IL |
| Office Address: | 9575 W. Higgins Rd, Ste 600 | | |
| City: | Rosemont | State: | IL |

*If work is being performed by a Sub-consultant list firm name also.

**Note the specific function listed in the Item description for Key Personnel

Exhibit A continued
Attach resumes for Key Project Personnel.

| <u>Management</u> | | <u>Professionals</u> | | <u>Technical Staff</u> | |
|-------------------|----------|----------------------|-------------------|------------------------|-------------------|
| Total | <u>1</u> | Engineers | <u>30</u> | Technicians | <u> </u> |
| | | Land Surveyors | <u>3</u> | Draftsmen | <u> </u> |
| | | Architects | <u> </u> | Survey Crew | <u>1</u> |
| | | Others | <u>10</u> | Clerical | <u>1</u> |
| | | Total | <u>43</u> | Other | <u> </u> |
| | | | | Total | <u>2</u> |
| | | | | Total Projected Staff | <u>46</u> |

Exhibit A – Proposed Staff

PSB# 18-2 Item# 1

Firm will complete project within estimated time listed in the project advertisement. Yes No

If Yes, provide completion date and/or number of months. TBD by the contract.

If No, explain:

Exhibit A

| | |
|--|---|
| PSB Item #: | 1 |
| Contact Name: | Michael Kerr |
| FEIN Number: | ██████████ |
| (Lead) Prime Consultant Firm Name: | Christopher B. Burke Engineering, Ltd. |
| Teaming Name: | The Teaming Name is the name for joint venture (JV) which is coded by the Tollway contract services department. If not a JV, enter N/A. The Teaming Names and Illinois Tollway Professional Services Bulletin web page. Navigate to the page and search "Firm Code Name" for the firm code Excel spreadsheet. |
| Phone Number: | 847-823-0500 |
| Email Address: | mkerr@cbeel.com |
| Is firm a DBE?: | None |
| Veterans Preference: | None |
| Does Proposal Contain Partnering For Growth?: | Yes |
| County(ies): | The original County pick-list has been replaced with this MULTI-PICK list. To select more than one county, select the counties while holding down the Ctrl key. Cook |
| Project Description: | Item 1: Tri-State Tollway, 95th Street to Balmoral Avenue, Planning Studies Upon Request |
| Project Type: | Planning |
| Percentage Commitment of DBE on Project (for the Prime if applicable): | This field is used if the Prime is a DBE owned company. Percentages for subs are recorded in the grid below. 0 |
| Percentage Commitment of Veteran on Project (for the Prime if applicable): | This field is used if the Prime is a veteran owned business. Percentages for subs are recorded in the grid below. 0 |
| Percentage Commitment of DBE on Project for Subs: | 29 |
| Percentage Commitment of Veteran on Project for Subs: | 5 |
| Key Personnel: | Michael Markovic, Melissa McGhee, Christopher Burke, Michael Kerr, Majid Akbasseni, Martin Worman, Jonathan O'Connell, Sarah Czapicki, Patrick Friedrich, Beck Rose, Nicholas Schilling, Jarrod Cabulski |
| ISTHA - Total Fee all Projects (000's): | 15,640,000 |
| ISTHA - Total Fee all Projects (000's): | 15,640,000 |

| Process Counter # | Subject | Prime Consultant or Teaming Firm Name | Sub - Firm Legal Name | Firm Number | % of Work to be Completed by Sub Consultant | Project Manager Name | Contact Email | Role of Sub Consultant | Male or Female | DBE? | Ethnicity | Veteran Status | Mentor Protégé? | PSB No. | DBE (Disadvantaged Business Enterprise) Program | Item # | Multiple Owners | PAG | PAG Partner |
|-------------------------|---|--|---|-------------|---|----------------------|--------------------------------|--|----------------|------|--------------------|----------------|-----------------|---------|---|---|-----------------|-----|--|
| 4.2SSOI_BURKCH_PSB#18-2 | Christopher B. Burke Engineering, Ltd. - ITEM#01_04202018 | Christopher B. Burke Engineering, Ltd. | S. B. Friedman & Company | | 2.00 | Ranadip Bose | bose@sfriedman.com | Financial and Economic Impact Analysis | Male | N/A | Asian Indian | N/A | | 18-2 | N/A | Item 1: Tri-State Tollway, 95th Street to Baltimore Avenue, Planning Studies Upon Request | No | No | None |
| 4.2SSOI_BURKCH_PSB#19-2 | Christopher B. Burke Engineering, Ltd. - ITEM#01_04202018 | Christopher B. Burke Engineering, Ltd. | OSFH, Inc. | | 3.00 | Akshay Atawia | aataw@a@osfhinc.com | Traffic Studies Support, Location Design, Rehabilitation | Male | DBE | African American | N/A | | 18-2 | IL UCP - Illinois Department of Transportation (IDOT) | Item 1: Tri-State Tollway, 95th Street to Baltimore Avenue, Planning Studies Upon Request | No | Yes | Christopher B. Burke Engineering, Ltd. |
| 4.2SSOI_BURKCH_PSB#18-2 | Christopher B. Burke Engineering, Ltd. - ITEM#01_04202018 | Christopher B. Burke Engineering, Ltd. | DAMA Consultants, Inc. | | 3.00 | Sander Haleez | shaleez@damaconsultants.com | Traffic Analysis | Male | DBE | African American | N/A | | 18-2 | IL UCP - Chicago Transit Authority (CTA) | Item 1: Tri-State Tollway, 95th Street to Baltimore Avenue, Planning Studies Upon Request | No | No | None |
| 4.2SSOI_BURKCH_PSB#18-2 | Christopher B. Burke Engineering, Ltd. - ITEM#01_04202018 | Christopher B. Burke Engineering, Ltd. | Fudine Engineering, Inc. | | 3.00 | Michale Lipniski | michale.lipniski@rudineeng.com | Geotechnical Studies and Reports | Female | WBE | Caucasian | N/A | | 18-2 | IL UCP - City of Chicago | Item 1: Tri-State Tollway, 95th Street to Baltimore Avenue, Planning Studies Upon Request | No | No | None |
| 4.2SSOI_BURKCH_PSB#18-2 | Christopher B. Burke Engineering, Ltd. - ITEM#01_04202018 | Christopher B. Burke Engineering, Ltd. | M Squared Engineering LLC | | 5.00 | Mihal Hahn | mnhahn@msquaredengineering.com | ESIS and Environmental Coordination/Support | Female | DBE | Asian Indian | N/A | | 18-2 | IL UCP - Illinois Department of Transportation (IDOT) | Item 1: Tri-State Tollway, 95th Street to Baltimore Avenue, Planning Studies Upon Request | No | Yes | Christopher B. Burke Engineering, Ltd. |
| 4.2SSOI_BURKCH_PSB#19-2 | Christopher B. Burke Engineering, Ltd. - ITEM#01_04202018 | Christopher B. Burke Engineering, Ltd. | EJM Engineering, Inc. DBA TransStar/EJM Corporation | | 5.00 | Robert Brasel | rb@ejmengineering.com | Barrier, Warrents, INVEST, Lightings, Structural & Traffic Support | Female | DBE | Asian Indian | N/A | | 18-2 | IL UCP - City of Chicago | Item 1: Tri-State Tollway, 95th Street to Baltimore Avenue, Planning Studies Upon Request | No | No | None |
| 4.2SSOI_BURKCH_PSB#18-2 | Christopher B. Burke Engineering, Ltd. - ITEM#01_04202018 | Christopher B. Burke Engineering, Ltd. | Palix Engineers | | 5.00 | Matthew Miller | mmiller@palixengineers.com | Environmental Support, Surveying | Female | DBE | Caucasian | N/A | | 18-2 | IL UCP - Illinois Department of Transportation (IDOT) | Item 1: Tri-State Tollway, 95th Street to Baltimore Avenue, Planning Studies Upon Request | No | No | None |
| 4.2SSOI_BURKCH_PSB#18-2 | Christopher B. Burke Engineering, Ltd. - ITEM#01_04202018 | Christopher B. Burke Engineering, Ltd. | Olson Engineers, LLC | | 5.00 | Andrew Walton | awalton@olsonengineersllc.com | Location Design Studies, Structural Support | Male | N/A | Caucasian | VOSSB | | 18-2 | N/A | Item 1: Tri-State Tollway, 95th Street to Baltimore Avenue, Planning Studies Upon Request | Yes | Yes | Christopher B. Burke Engineering, Ltd. |
| 4.2SSOI_BURKCH_PSB#18-2 | Christopher B. Burke Engineering, Ltd. - ITEM#01_04202018 | Christopher B. Burke Engineering, Ltd. | Gasperok Elberts Consulting, LLC | | 5.00 | Megan Elberts | mhelberts@gasperokllc.com | Drainage Support and Waterways | Female | DBE | Caucasian | N/A | | 18-2 | IL UCP - City of Chicago | Item 1: Tri-State Tollway, 95th Street to Baltimore Avenue, Planning Studies Upon Request | Yes | Yes | Christopher B. Burke Engineering, Ltd. |
| 4.2SSOI_BURKCH_PSB#18-2 | Christopher B. Burke Engineering, Ltd. - ITEM#01_04202018 | Christopher B. Burke Engineering, Ltd. | Civiltech Engineering, Inc. | | 7.00 | Mary Young | mryoung@civiltechinc.com | Traffic Analysis, IDS, Preliminary Investigation, Structural Design, Financial & Economic Analysis Team, INVEST, Scope and Contract Packaging, Preliminary Investigation | Male | N/A | Caucasian | N/A | | 18-2 | N/A | Item 1: Tri-State Tollway, 95th Street to Baltimore Avenue, Planning Studies Upon Request | Yes | No | None |
| 4.2SSOI_BURKCH_PSB#18-2 | Christopher B. Burke Engineering, Ltd. - ITEM#01_04202018 | Christopher B. Burke Engineering, Ltd. | Patrick Engineering, Inc. | | 13.00 | Jarrod Cebulski | jcebulski@patrickco.com | Investigation | Male | N/A | Multiple Ownership | N/A | | 18-2 | N/A | Item 1: Tri-State Tollway, 95th Street to Baltimore Avenue, Planning Studies Upon Request | Yes | No | None |

Vendor InformationCLOSE WINDOW [Print](#)

RR-18-4383

Business & Contact Information

Business Name **Orion Engineers, LLC**
 Owner **MR. CHARLES FRANGOS**
 Address **220 N Green Street**
 > [Map This Address](#) **Chicago, IL 60607**
 Phone **312-544-9108**
 Email **cfrangos@orionengineersllc.com**
 Website **<http://www.orionengineersllc.com>**
 Ethnicity **Caucasian**
 Gender **Male**
 County **Cook (IL)**

Certification Information

Certifying Agency **State of Illinois Central Management Services**
 Certification Type **VOSB - Veteran Owned Small Business**
 Renewal Date **7/16/2019**
 Expiration Date **7/16/2020**
 Certified Business Description **Civil Engineering,
 General Construction: Management, Scheduling, Cost Estimation
 - Engineering,
 Highways, Streets, Airport Pay-Parking Lots - Engineering,
 Land Development and Planning/Engineering,
 Municipal Engineering,
 Traffic and Transportation Engineering,
 Erosion Control Services**

Commodity Codes

| Code | Description |
|------------|---|
| NIGP 92517 | Civil Engineering |
| NIGP 92544 | General Construction: Management, Scheduling, Cost Estimation - Engineering |
| NIGP 92549 | Highways, Streets, Airport Pay-Parking Lots - Engineering |
| NIGP 92561 | Land Development and Planning/Engineering |
| NIGP 92570 | Municipal Engineering |
| NIGP 92593 | Traffic and Transportation Engineering |
| NIGP 98814 | Erosion Control Services |

Additional Information

Region **Metro Chicago**

EXHIBIT F - Letter of Intent

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

Project Name: Tri-State Tollway, Planning Studies Upon Request Project/Solicitation Number: RR-18-4383 / PSB 18-2, Item 1
 Name of Prime Vendor: Christopher B. Burke Engineering, Ltd. VOSB Compliance Contact: Michael Kerr

Address: 9575 W. Higgins Road, Suite 600
 City: Rosemont State: IL Zip Code: 60018
 Telephone: 847-823-0500 Fax: 847-823-0520 Email: mkerr@cbbel.com

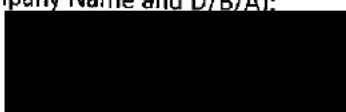
Name of Certified VOSB Vendor: Orion Engineers, LLC
 Address: 220 North Green Street VOSB Compliance Contact: Charles Frangos
 City: Chicago State: IL Zip Code: 60607
 Telephone: 312-644-9108 Fax: n/a Email: cfrangos@orionengineersllc.com


Type of agreement: Services
 Anticipated start date of the Certified VOSB Vendor: 2018
 Proposed 5.0 % of Contract to be performed by the VOSB Vendor.

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

Detailed description of work to be performed by the VOSB Vendor:
Location Design Studies, Structural Analysis & TSL Plans

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

Vendor (Company Name and D/B/A):
 Signature: 
 Print Name: Christopher B. Burke
 Title: President
 Date: 04/16/2018

Certified VOSB Vendor (Company Name and D/B/A):
 Signature: 
 Print Name: Charles Frangos
 Title: President
 Date: 04/16/2018

Unified Certification Program - Search

Contractor Details

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

[Print](#)

RR-18-4383

**Dama Consultants,
Inc.**

Bader A. Hafeez
P. O. Box 7199
Chicago, IL 60680-7199

County: Cook

Email: bhafeez@damaconsultants.com

Phone: (773) 870-1595

Fax:

Categories: Architecture\Engineering, Professional

NAICS

541320-Landscape
Architectural Services
541330-Engineering
Services
541715-Research and
Development in the
Physical, Engineering, and
Life Sciences (except
Nanotechnology and
Biotechnology)

Speciality

541320- URBAN PLANNING
541330- CONSTRUCTION
INSPECTION
STUDIES: SAFETY
STUDIES: FEASIBILITY
STUDIES: TRAFFIC
TRAFFIC SIGNALS
541715- RESEARCH

© 2017 Illinois Department of Transportation

Version: 1.1.27.5458

Unified Certification Program - Search

Contractor Details

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

[Print](#)

**EJM Engineering,
Inc.**

Jing (Connie) Li
411 S. Wells St., STE
1000
Chicago, IL 60607-3927

Email: cli@ejmengineering.com

Phone: 312-922-1700

Fax: 312-922-3311

RR-18-4383

County: Cook

Categories: Professional

NAICS

541330-Engineering
services
541614-Transportation
management consulting
services

Speciality

NAICS 541330 Engineering
Services NAICS 541614
Transportation Management
Consulting Services

© 2017 Illinois Department of Transportation

Version: 1.1.27.5458

Unified Certification Program - Search

Contractor Details

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

[Print](#)

RR-18-4383

**Gasperec Elberts
Consulting, LLC**

Megan Elberts
9501 W. Devon Av.
Rosemont, IL 60018-
0000

County: Cook

Email: melberts@geconsultllc.com

Phone: 847-868-1830

Fax:

Categories: Miscellaneous

| NAICS | Speciality |
|--|--|
| 541330-Civil engineering services | NAICS 541330 Civil engineering services NAICS |
| 541330-Consulting engineers' offices | 541330 Consulting engineers' offices NAICS |
| 541330-Consulting engineers' private practices | 541330 Consulting engineers' private practices |
| 541330-Engineering services | (More) NAICS 541330 Engineering services (More) |
| 541330-Environmental engineering services | NAICS 541330 Environmental engineering services (More) NAICS |
| 541370-Land surveying services | 541370 Construction surveying services (More) |
| 541370-Construction surveying services | NAICS 541370 Land surveying services |

Unified Certification Program - Search

Contractor Details

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

[Print](#)

RR-18-4383

M Squared

Engineering, LLC

Minal Hahm
W62 N215 Washington
Ave.
Cedarburg, WI 53012

County:

Out-of-State

Email: msquared@msquaredengineering.com

Phone: (262) 376-4246

Fax: (262) 375-2274

Categories: Architecture\Engineering, Professional

NAICS

541330-Engineering
Services
541611-Administrative
Management & General
Management
541690-Other Scientific &
Technical Consulting

Speciality

541330- LOCATION
DRAINAGE
ROADS AND STREETS
FREEWAYS
WATERWAYS: TYPICAL
WATERWAYS: COMPLEX
541611- MANAGERIAL
TRAINING
541690- TECHNICAL
TRAINING

Unified Certification Program - Search

Contractor Details

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

RR-18-4383

OSEH Inc.

Email: aattawia@osehinc.com

Akiwumi Attawia

Phone: (630) 337-5484

1116 Washington Blvd. #
415

Fax:

Oak Park, IL 60302

County: Cook

Categories: Architecture\Engineering, Professional

NAICS**Speciality**

| | |
|--|--|
| 541320-Landscape Architectural Services | 541320- URBAN PLANNING |
| 541330-Engineering Services | 541330- ENGINEERING SERVICES |
| 541512-Computer Systems Design Services | 541512- MISC: COMPUTER AIDED DESIGN & DRAFTING |
| 541715-Research and Development in the Physical, Engineering, and Life Sciences (except Nanotechnology and Biotechnology) | 541715- RESEARCH |

© 2017 Illinois Department of Transportation

Version: 1.1.27.5458

Unified Certification Program - Search

Contractor Details

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

[Print](#)

RR-18-4383

Prairie Engineers of Illinois, P.C.

Lisa Kramer
404 N. Main St.
Columbia, IL 62236

County: Logan

Email: lkramer@prairieengineers.com

Phone: (217) 605-0403

Fax: (217) 718-4764

Categories: Architecture\Engineering

| NAICS | Speciality |
|---|---|
| 541330-Engineering Services | 541330- LOCATION DRAINAGE AERONAUTICS: DESIGN |
| 541370-Surveying & Mapping (except Geophysical) Serv. | REHABILITATION STUDIES: FEASIBILITY RECONSTRUCTION/MAJOR |
| 541620-Environmental Consultant Services | REHABILITATION ROADS AND STREETS AERONAUTICS: CONSTRUCTION INSPECTION WATERWAYS: TYPICAL CONSTRUCTION INSPECTION |
| | 541370- SURVEYING |
| | 541620- SANITARY ENGINEERING |
| | ENVIRONMENTAL ASSESSMENT |

Unified Certification Program - Search

Contractor Details

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

[Print](#)

RR-18-4383

**Rubino Engineering,
Inc.**

Michelle A. Lipinski
665 Tollgate Rd., Unit H
Elgin, IL 60123

County: Kane

Email: michelle.lipinski@rubinoeng.com

Phone: (847) 931-1555

Fax: (847) 931-1560

Categories: Architecture\Engineering, Professional

| NAICS | Speciality |
|---|---------------------------------|
| 541330-Engineering Services | 541330- QA PCC & AGGREGATE |
| 541360-Geophysical Surveying & Mapping Services | QA HMA & AGGREGATE |
| 541380-Testing Laboratories | 541360- SUBSURFACE EXPLORATIONS |
| | GENERAL GEOTECHNICAL SERVICES |
| | STRUCTURE |
| | GEOTECHNICAL REPORTS |
| | 541380- MISC: MATERIAL TESTING |

EXHIBIT E - DBE

PARTNERING FOR GROWTH PROGRAM
FOR
DISADVANTAGED BUSINESS ENTERPRISES (DBEs)

PSB: 18-2 ITEM: 1

MEMORANDUM OF UNDERSTANDING
BETWEEN:

| | | | | |
|---------------------------------|---|-------------|----------------------------------|--|
| THE MENTOR: | FIRM NAME ADDRESS | A N D | THE PROTÉGÉ: | FIRM NAME ADDRESS |
| Christopher B. Burke Eng., Ltd. | 9575 W. Higgins Rd, Ste 600 Rosemont, IL 60018 | | Gasperec Elberts Consulting, LLC | 9501 W. Devon, Ste 702 Rosemont, IL 60018 |

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

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

I. PROGRAM PURPOSE

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

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

A **DBE** means a business certified by the Illinois Unified Certification Program as a DBE, or certified by the City of Chicago or Cook County as an M/WBE, or certified by the U.S. Small Business Administration (SBA) as an 8(a) business.

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

II. CONFORMANCE TO PROGRAM GOALS

A. Participation in this project by the Protégé.

1. In area(s) being mentored:

- Technical work covered by Mentor's prequalification category(ies) 2.00 %

Scope:

Hydraulic Reports - Waterways (Typical and/or Complex)

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

Scope:

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

2. In area(s) not being mentored:

- Work the Protégé will self-perform 3.00 %

Note: Protégé participation in this area is optional


3. Total participation by the Protégé (Sum of 1. and 2.) 5.00 %

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

Gasperec Elberts Consulting, LLC is prequalified for Hydraulic Reports - Pump Stations, but lacks the project related experience for prequalification in Hydraulic Reports - Waterways (Typical or Complex). This project is anticipated to include planning studies for access improvements along the Tri-State Tollway which is likely to include the need for Hydraulic Reports at the Typical and Complex level. To the extent assigned by the Tollway, CBBEL will provide engineering assignments to Gasperec Elberts Consulting to further develop their staff experience with respect to preparing the required hydraulic analysis and reports for roadway crossings of waterways, and to pursue prequalification in this area.

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

By integrating Gasperec Elberts Consulting staff with CBBEL staff in the preparation of hydraulic analysis and reports for waterway crossings associated with this project, they will gain valuable technical experience and a further understanding of the technical expertise associated with the Hydraulic Reports - Waterways (Typical and/or Complex) prequalification category.

CBBEL will identify separate and distinct elements of the hydraulic analysis and reports being lead by CBBEL that can be assigned to Gasperec Elberts Consulting for completion as part of the overall planning studies for this project. CBBEL will also include Gasperec Elberts Consulting in both internal and agency coordination meetings relative to this work, to further their exposure and relevant experience. All assigned work will be monitored by CBBEL staff to ensure there is a clear understanding of the work requirements and to ensure the quality and completeness of the work. 

III. MENTOR EXPERIENCE WITH THE PROGRAM

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

YES

NO

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

Areas of Assistance:

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

YES

NO

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

Areas of Assistance:

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

YES

NO

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

Areas of Assistance:

IV. PROTÉGÉ EXPERIENCE WITH THE PROGRAM

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

YES

NO

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

| | | |
|--|--|--|
| | | |
| | | |
| | | |

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

YES NO

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

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

YES NO

| <u>Contract #</u> | <u>Protégé Award \$</u> | <u>Mentored by</u> | <u>Area of Assistance</u> |
|-------------------|-------------------------|--------------------|--|
| I-18-4356 | \$750,000 | H.W. Lochner | Construction Inspection and Tollway Business Practices |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

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

YES NO

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


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

The area of assistance for this project is different than our current mentoring project.

V. STATEMENT OF COMMITMENT

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

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



SIGNATURE (Mentor Representative)

4/20/18

(Date)



SIGNATURE (Protégé Representative)

A.17.2018

(Date)

EXHIBIT E - DBE

PARTNERING FOR GROWTH PROGRAM

FOR

DISADVANTAGED BUSINESS ENTERPRISES (DBEs)

PSB: 18-2 ITEM: 1

MEMORANDUM OF UNDERSTANDING

BETWEEN:

| | | | | |
|---------------------------------|---|---|----------------------------|--|
| THE MENTOR: | FIRM NAME | | THE PROTÉGÉ: | FIRM NAME |
| | ADDRESS | A | | ADDRESS |
| | | N | | |
| | | D | | |
| Christopher B. Burke Eng., Ltd. | 9575 W. Higgins Rd, Suite 600 Rosemont, IL 60018 | | M Squared Engineering, LLC | 230 W Monroe Street, Suite 1420 Chicago, IL 60606 |

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

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

I. PROGRAM PURPOSE

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

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

A DBE means a business certified by the Illinois Unified Certification Program as a DBE, or certified by the City of Chicago or Cook County as an M/WBE, or certified by the U.S. Small Business Administration (SBA) as an 8(a) business.

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

II. CONFORMANCE TO PROGRAM GOALS

A. Participation in this project by the Protégé.

1. In area(s) being mentored:

- Technical work covered by Mentor's prequalification category(ies) 3.00 %

Scope:

Environmental Reports - Environmental Assessments

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

Scope:

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

2. In area(s) not being mentored:

- Work the Protégé will self-perform 2.00 %

Note: Protégé participation in this area is optional

3. **Total participation by the Protégé (Sum of 1. and 2.)** 5.00 %

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

M Squared Engineering, LLC desires to expand their work experience and the expertise of their staff in the areas of Environmental Reports - Environmental Assessment. M Squared has assisted CBBEL with general environmental studies on other projects. They have performed very well and desire to expand their formal project experience with respect to environmental studies, with a longer term goal of establishing qualified environmental staff for prequalification purposes. The added work experience with this project related to environmental studies and report preparation will assist M Squared in understanding the technical requirements and expertise required for eventually pursuing a prequalification status with IDOT for Environmental Reports - Environmental Assessment.

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

By integrating M Squared staff with CBBEL staff in the preparation of environmental studies and reports for this project, they will gain valuable technical experience and a further understanding of the technical expertise associated with the Environmental Reports - Environmental Assessment prequalification category.

CBBEL will identify separate and distinct elements of the environmental studies and reports being lead by CBBEL that can be assigned to M Squared for completion as part of the overall reports (ESIS, EED) production work. CBBEL will also include M Squared in both internal and agency coordination meetings relative to this work, to further their exposure and relevant experience. All assigned work will be monitored by CBBEL staff to ensure there is a clear understanding of the work requirements and to ensure the quality and completeness of the work.

III. MENTOR EXPERIENCE WITH THE PROGRAM

- A. Has the Prime consultant served as a Mentor on a Tollway project completed within the last five years? If yes, list Contract #(s): YES NO

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

Areas of Assistance:

- B. Is the Prime consultant currently serving as a Mentor on a Tollway project? If yes, list Contract #(s): YES NO

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

Areas of Assistance:

- C. Has the Prime consultant mentored the Protégé on another Tollway project within the last five years? If yes, list Contract #(s): YES NO

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

Areas of Assistance:

IV. PROTÉGÉ EXPERIENCE WITH THE PROGRAM

- A. Has the DBE firm ever been contracted by the Tollway as a Prime consultant? If yes, list date, Contract #, and description of scope for each project(s): YES NO

| <u>Date</u> | <u>Contract #</u> | <u>Description of Scope</u> |
|-------------|-------------------|-----------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

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

YES NO

| <u>Contract #</u> | <u>Protégé Award \$</u> | <u>Mentored by</u> | <u>Area of Assistance</u> |
|-------------------|-------------------------|--------------------|---------------------------|
| I-14-4645 | \$165,053 | Clark Dietz, Inc | RE / Materials |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

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

YES NO

| <u>Contract #</u> | <u>Protégé Award \$</u> | <u>Mentored by</u> | <u>Area of Assistance</u> |
|-------------------|-------------------------|--------------------|---|
| RR-14-5703 | \$250,000 | SINGH + Assoc | PM for Tollway |
| RR-14-4221 | \$356,005 | HW Lochner | Location Design Study / Drainage Report for Tollway |
| _____ | _____ | _____ | _____ |

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

YES NO

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

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

N/A

V. STATEMENT OF COMMITMENT

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

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


SIGNATURE (Mentor Representative)

4/20/18

(Date)


SIGNATURE (Protégé Representative)

4/17/18

(Date)

EXHIBIT E - VOSB

PARTNERING FOR GROWTH PROGRAM

FOR

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

PSB: 18-2 ITEM: 1

MEMORANDUM OF UNDERSTANDING

BETWEEN:

| THE MENTOR: | FIRM NAME ADDRESS | A N D | THE PROTÉGÉ: | FIRM NAME ADDRESS |
|---------------------------------|---|-------------|---------------------|---|
| Christopher B. Burke Eng., Ltd. | 9575 W. Higgins Road, Ste 600 Rosemont, IL 60018 | | Orion Engineers LLC | 220 N Green Street Chicago, IL 60607 |

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

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

I. PROGRAM PURPOSE

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

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

A **VOSB** means a business certified by the State of Illinois Department of Central Management Services (CMS) as a Veteran-owned small business or Service-disabled Veteran-owned small business. Professional Services shall be defined as Architecture, Landscape Architecture, Professional Engineering and Professional Land Surveying.

II. CONFORMANCE TO PROGRAM GOALS

A. Participation in this project by the Protégé.

1. In area(s) being mentored:

- Technical work covered by Mentor's prequalification category(ies) 2 %
Scope:
Location Design Studies-New Reconstruction/Major Reconstruction
- Work not applicable to prequalification category(ies) _____ %
Scope:

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

2. In area(s) not being mentored:

- Work the Protégé will self-perform

3 %

Note: Protégé participation in this area is optional

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

5 %

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

Orion Engineers is prequalified for Location Design Studies-Rehabilitation, but lacks the project related experience for prequalification in Location Design Studies-Reconstruction/Major Rehabilitation and New Construction/Major Reconstruction. This project is anticipated to include planning studies for access improvements along the Tri-State Tollway which is likely to include construction and/or reconstruction of interchange ramp improvements, requiring new roadway on new alignment, and associated right-of-way acquisition to improve overall travel safety and mobility improvements. To the extent assigned by the Tollway, CBBEL will provide engineering assignments to Orion to further develop their geometric design expertise through development of preliminary engineering plans, profiles, and cross sections for new roadway elements on new alignment. CBBEL will provide all appropriate mentoring and reviews to ensure all assignments are completed as required as part of the overall planning study requirements and preparation of Master Plan reports.

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

By integrating Orion Engineers staff with CBBEL staff in the preparation of Location Design Studies, they will gain valuable technical experience and a further understanding of the technical expertise associated with this prequalification category.

With respect to Location Design Studies - Reconstruction/Major Rehabilitation, CBBEL will identify separate and distinct elements of the Location Design Studies - Reconstruction/Major Rehabilitation work being lead by CBBEL that can be assigned to Orion Engineers for completion. CBBEL will also include Orion Engineers in both internal and agency coordination meetings relative to this work, to further their exposure and relevant experience. All assigned work will be monitored by CBBEL staff to ensure there is a clear understanding of the work requirements and the quality and completeness of the work.

III. MENTOR EXPERIENCE WITH THE PROGRAM

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

YES NO

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

Areas of Assistance:

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

YES NO

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

Areas of Assistance:

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

YES NO

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

Areas of Assistance:

IV. PROTÉGÉ EXPERIENCE WITH THE PROGRAM

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

YES NO

| <u>Date</u> | <u>Contract #</u> | <u>Description of Scope</u> |
|-------------|-------------------|-----------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

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

YES NO

| <u>Contract #</u> | <u>Protégé Award \$</u> | <u>Mentored by</u> | <u>Area of Assistance</u> |
|-------------------|-------------------------|--------------------|---------------------------|
| I-15-4659 | \$65,000 | Wight & Co. | Construction Inspection |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

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

YES NO

| <u>Contract #</u> | <u>Protégé Award \$</u> | <u>Mentored by</u> | <u>Area of Assistance</u> |
|-------------------|-------------------------|--------------------|-----------------------------|
| RR-16-4255 | \$46,300 | Primera | Barrier Warrant Analysis |
| RR-16-4250 | \$300,000 | H.W. Lochner | Tollway Business Procedures |
| _____ | _____ | _____ | _____ |

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

YES NO

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

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

V. STATEMENT OF COMMITMENT

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

Should the proposer, after contract negotiation, wish to modify the 'Plan to Achieve Diversity Goal', the awarded consultant is requested to submit to the General Manager of Diversity a detailed explanation of the reasons for the modification known at the time of the SOI submittal.

[Redacted Signature]

SIGNATURE (Mentor Representative)

4/20/18

(Date)

CHARLES FRANGAS

SIGNATURE (Protégé Representative)

4/17/18

(Date)

OFFICE OF THE ILLINOIS SECRETARY OF STATE



JESSE WHITE
SECRETARY OF STATE

CORPORATION FILE DETAIL REPORT

| | | | |
|-------------------------------|--|--------------------------|---|
| File Number | 54407831 | | |
| Entity Name | CHRISTOPHER B. BURKE ENGINEERING, LTD. | | |
| Status | ACTIVE | | |
| Entity Type | CORPORATION | Type of Corp | DOMESTIC BCA |
| Incorporation Date (Domestic) | 10/06/1986 | State | ILLINOIS |
| Agent Name | CHRISTOPHER B BURKE | Agent Change Date | 12/10/1993 |
| Agent Street Address | 9575 W HIGGINS RD 600 | President Name & Address | CHRISTOPHER B BURKE 8S201 COLLEGE RD NAPERVILLE 60540 |
| Agent City | ROSEMONT | Secretary Name & Address | SUSAN S BURKE SAME |
| Agent Zip | 60018 | Duration Date | PERPETUAL |
| Annual Report Filing Date | 09/01/2017 | For Year | 2017 |

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

(One Certificate per Transaction)

OTHER SERVICES

[File Annual Report](#)
[Adopting Assumed Name](#)
[Articles of Amendment Effecting A Name Change](#)
[Change of Registered Agent and/or Registered Office Address](#)
[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)

Gomez, Graciela

From: Gomez, Graciela
Sent: Tuesday, June 19, 2018 2:32 PM
To: Gomez, Graciela
Subject: Christopher B. Burke Engineering, Ltd. - Contract No RR-18-4383 - FEIN [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 14:29 06/19/18

ACTION: S

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

DISCLAIMER:

AS OF 06/19/18 AT 14:29 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

E-MAIL CONFIDENTIALITY NOTICE: This electronic mail message, including any attachments, is for the intended recipient(s) only. This e-mail and any attachments might contain information that is confidential, legally privileged or otherwise protected or exempt from disclosure under applicable law. If you are not a named recipient, or if you are named but believe that you received this e-mail in error, please notify the sender immediately by telephone or return e-mail and promptly delete this e-mail and any attachments and copies thereof from your system. If you are not the intended recipient, please be aware that any copying, distribution, dissemination, disclosure or other use of this e-mail and any attachments is unauthorized and prohibited. Your receipt of this message is not intended to waive any applicable privilege or claim of confidentiality, and any prohibited or unauthorized disclosure is not binding on the Illinois State Toll Highway Authority. Thank you for your cooperation.

Gomez, Graciela

From: Gomez, Graciela
Sent: Tuesday, June 19, 2018 2:33 PM
To: Gomez, Graciela
Subject: Civiltech Engineering, Inc. - Contract No RR-18-4383 - FEIN [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 14:31 06/19/18

ACTION: S

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

DISCLAIMER:

AS OF 06/19/18 AT 14:32 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

E-MAIL CONFIDENTIALITY NOTICE: This electronic mail message, including any attachments, is for the intended recipient(s) only. This e-mail and any attachments might contain information that is confidential, legally privileged or otherwise protected or exempt from disclosure under applicable law. If you are not a named recipient, or if you are named but believe that you received this e-mail in error, please notify the sender immediately by telephone or return e-mail and promptly delete this e-mail and any attachments and copies thereof from your system. If you are not the intended recipient, please be aware that any copying, distribution, dissemination, disclosure or other use of this e-mail and any attachments is unauthorized and prohibited. Your receipt of this message is not intended to waive any applicable privilege or claim of confidentiality, and any prohibited or unauthorized disclosure is not binding on the Illinois State Toll Highway Authority. Thank you for your cooperation.

Gomez, Graciela

From: Gomez, Graciela
Sent: Tuesday, June 19, 2018 2:34 PM
To: Gomez, Graciela
Subject: DAMA Consultants, Inc. - Contract RR-18-4383 - FEIN [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 14:32 06/19/18

ACTION: S

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

DISCLAIMER:

AS OF 06/19/18 AT 14:32 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

E-MAIL CONFIDENTIALITY NOTICE: This electronic mail message, including any attachments, is for the intended recipient(s) only. This e-mail and any attachments might contain information that is confidential, legally privileged or otherwise protected or exempt from disclosure under applicable law. If you are not a named recipient, or if you are named but believe that you received this e-mail in error, please notify the sender immediately by telephone or return e-mail and promptly delete this e-mail and any attachments and copies thereof from your system. If you are not the intended recipient, please be aware that any copying, distribution, dissemination, disclosure or other use of this e-mail and any attachments is unauthorized and prohibited. Your receipt of this message is not intended to waive any applicable privilege or claim of confidentiality, and any prohibited or unauthorized disclosure is not binding on the Illinois State Toll Highway Authority. Thank you for your cooperation.

Gomez, Graciela

From: Gomez, Graciela
Sent: Tuesday, June 19, 2018 2:39 PM
To: Gomez, Graciela
Subject: EJM Engineering, Inc. - Contract No RR-18-4383 - FEIN [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 14:33 06/19/18

ACTION: S

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

DISCLAIMER:

AS OF 06/19/18 AT 14:33 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

E-MAIL CONFIDENTIALITY NOTICE: This electronic mail message, including any attachments, is for the intended recipient(s) only. This e-mail and any attachments might contain information that is confidential, legally privileged or otherwise protected or exempt from disclosure under applicable law. If you are not a named recipient, or if you are named but believe that you received this e-mail in error, please notify the sender immediately by telephone or return e-mail and promptly delete this e-mail and any attachments and copies thereof from your system. If you are not the intended recipient, please be aware that any copying, distribution, dissemination, disclosure or other use of this e-mail and any attachments is unauthorized and prohibited. Your receipt of this message is not intended to waive any applicable privilege or claim of confidentiality, and any prohibited or unauthorized disclosure is not binding on the Illinois State Toll Highway Authority. Thank you for your cooperation.

Gomez, Graciela

From: Gomez, Graciela
Sent: Tuesday, June 19, 2018 2:40 PM
To: Gomez, Graciela
Subject: Gasperec Elberts Consulting LLC - Contract No RR-18-4383 - FEIN [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 14:39 06/19/18

ACTION: S

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

DISCLAIMER:

AS OF 06/19/18 AT 14:39 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER **** [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

E-MAIL CONFIDENTIALITY NOTICE: This electronic mail message, including any attachments, is for the intended recipient(s) only. This e-mail and any attachments might contain information that is confidential, legally privileged or otherwise protected or exempt from disclosure under applicable law. If you are not a named recipient, or if you are named but believe that you received this e-mail in error, please notify the sender immediately by telephone or return e-mail and promptly delete this e-mail and any attachments and copies thereof from your system. If you are not the intended recipient, please be aware that any copying, distribution, dissemination, disclosure or other use of this e-mail and any attachments is unauthorized and prohibited. Your receipt of this message is not intended to waive any applicable privilege or claim of confidentiality, and any prohibited or unauthorized disclosure is not binding on the Illinois State Toll Highway Authority. Thank you for your cooperation.

Gomez, Graciela

From: Gomez, Graciela
Sent: Tuesday, June 19, 2018 2:41 PM
To: Gomez, Graciela
Subject: M Squared Engineering, LLC - Contract No RR-18-4383 - FEIN [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 14:40 06/19/18

ACTION: S

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

DISCLAIMER:

AS OF 06/19/18 AT 14:40 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER **** [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

E-MAIL CONFIDENTIALITY NOTICE: This electronic mail message, including any attachments, is for the intended recipient(s) only. This e-mail and any attachments might contain information that is confidential, legally privileged or otherwise protected or exempt from disclosure under applicable law. If you are not a named recipient, or if you are named but believe that you received this e-mail in error, please notify the sender immediately by telephone or return e-mail and promptly delete this e-mail and any attachments and copies thereof from your system. If you are not the intended recipient, please be aware that any copying, distribution, dissemination, disclosure or other use of this e-mail and any attachments is unauthorized and prohibited. Your receipt of this message is not intended to waive any applicable privilege or claim of confidentiality, and any prohibited or unauthorized disclosure is not binding on the Illinois State Toll Highway Authority. Thank you for your cooperation.

Gomez, Graciela

From: Gomez, Graciela
Sent: Tuesday, June 19, 2018 3:09 PM
To: Gomez, Graciela
Subject: Orion Engineering LLC - Contract No RR-18-4383 - FEIN [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 15:06 06/19/18

ACTION: S

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

DISCLAIMER:
AS OF 06/19/18 AT 15:06 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

E-MAIL CONFIDENTIALITY NOTICE: This electronic mail message, including any attachments, is for the intended recipient(s) only. This e-mail and any attachments might contain information that is confidential, legally privileged or otherwise protected or exempt from disclosure under applicable law. If you are not a named recipient, or if you are named but believe that you received this e-mail in error, please notify the sender immediately by telephone or return e-mail and promptly delete this e-mail and any attachments and copies thereof from your system. If you are not the intended recipient, please be aware that any copying, distribution, dissemination, disclosure or other use of this e-mail and any attachments is unauthorized and prohibited. Your receipt of this message is not intended to waive any applicable privilege or claim of confidentiality, and any prohibited or unauthorized disclosure is not binding on the Illinois State Toll Highway Authority. Thank you for your cooperation.

Gomez, Graciela

From: Gomez, Graciela
Sent: Tuesday, June 19, 2018 3:19 PM
To: Gomez, Graciela
Subject: FW: OSEH, Inc. - Contract No RR-18-4383 - FEIN [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 14:42 06/19/18

ACTION: S

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

DISCLAIMER:

AS OF 06/19/18 AT 14:43 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

E-MAIL CONFIDENTIALITY NOTICE: This electronic mail message, including any attachments, is for the intended recipient(s) only. This e-mail and any attachments might contain information that is confidential, legally privileged or otherwise protected or exempt from disclosure under applicable law. If you are not a named recipient, or if you are named but believe that you received this e-mail in error, please notify the sender immediately by telephone or return e-mail and promptly delete this e-mail and any attachments and copies thereof from your system. If you are not the intended recipient, please be aware that any copying, distribution, dissemination, disclosure or other use of this e-mail and any attachments is unauthorized and prohibited. Your receipt of this message is not intended to waive any applicable privilege or claim of confidentiality, and any prohibited or unauthorized disclosure is not binding on the Illinois State Toll Highway Authority. Thank you for your cooperation.

Gomez, Graciela

From: Gomez, Graciela
Sent: Tuesday, June 19, 2018 2:45 PM
To: Gomez, Graciela
Subject: Patrick Engineering, Inc. - Contract No RR-18-4383 - FEIN [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 14:44 06/19/18

ACTION: S

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

DISCLAIMER:

AS OF 06/19/18 AT 14:44 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

E-MAIL CONFIDENTIALITY NOTICE: This electronic mail message, including any attachments, is for the intended recipient(s) only. This e-mail and any attachments might contain information that is confidential, legally privileged or otherwise protected or exempt from disclosure under applicable law. If you are not a named recipient, or if you are named but believe that you received this e-mail in error, please notify the sender immediately by telephone or return e-mail and promptly delete this e-mail and any attachments and copies thereof from your system. If you are not the intended recipient, please be aware that any copying, distribution, dissemination, disclosure or other use of this e-mail and any attachments is unauthorized and prohibited. Your receipt of this message is not intended to waive any applicable privilege or claim of confidentiality, and any prohibited or unauthorized disclosure is not binding on the Illinois State Toll Highway Authority. Thank you for your cooperation.

Gomez, Graciela

From: Gomez, Graciela
Sent: Tuesday, June 19, 2018 2:46 PM
To: Gomez, Graciela
Subject: Rubino Engineering - Contract No RR-18-4383 [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 14:45 06/19/18

ACTION: S

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

DISCLAIMER:

AS OF 06/19/18 AT 14:45 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

E-MAIL CONFIDENTIALITY NOTICE: This electronic mail message, including any attachments, is for the intended recipient(s) only. This e-mail and any attachments might contain information that is confidential, legally privileged or otherwise protected or exempt from disclosure under applicable law. If you are not a named recipient, or if you are named but believe that you received this e-mail in error, please notify the sender immediately by telephone or return e-mail and promptly delete this e-mail and any attachments and copies thereof from your system. If you are not the intended recipient, please be aware that any copying, distribution, dissemination, disclosure or other use of this e-mail and any attachments is unauthorized and prohibited. Your receipt of this message is not intended to waive any applicable privilege or claim of confidentiality, and any prohibited or unauthorized disclosure is not binding on the Illinois State Toll Highway Authority. Thank you for your cooperation.

Gomez, Graciela

From: Gomez, Graciela
Sent: Tuesday, June 19, 2018 3:17 PM
To: Gomez, Graciela
Subject: FW: Prairie Engineers - Contract No RR-18-4383 - FEIN [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 14:47 06/19/18

ACTION: S

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

DISCLAIMER:

AS OF 06/19/18 AT 14:47 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

E-MAIL CONFIDENTIALITY NOTICE: This electronic mail message, including any attachments, is for the intended recipient(s) only. This e-mail and any attachments might contain information that is confidential, legally privileged or otherwise protected or exempt from disclosure under applicable law. If you are not a named recipient, or if you are named but believe that you received this e-mail in error, please notify the sender immediately by telephone or return e-mail and promptly delete this e-mail and any attachments and copies thereof from your system. If you are not the intended recipient, please be aware that any copying, distribution, dissemination, disclosure or other use of this e-mail and any attachments is unauthorized and prohibited. Your receipt of this message is not intended to waive any applicable privilege or claim of confidentiality, and any prohibited or unauthorized disclosure is not binding on the Illinois State Toll Highway Authority. Thank you for your cooperation.

DESIGN UPON REQUEST
DESIGN SECTION ENGINEER AGREEMENT

The Board of Directors, on the 28th day of June, 2018, authorized this AGREEMENT to be entered into by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter sometimes referred to as "TOLLWAY", and **CHRISTOPHER B. BURKE ENGINEERING, LTD.**, a corporation authorized and existing within the laws of the State of Illinois, hereinafter referred to as "DESIGN SECTION ENGINEER".

W I T N E S S E T H:

WHEREAS, the DESIGN SECTION ENGINEER has submitted a proposal dated **June 21, 2018**, to provide design section engineering services for Contract No. **RR-18-4383 for Tri-State Tollway, 95th Street to Balmoral Avenue and throughout the Tollway system, Planning Studies Upon Request. On-call and As-needed**; and

WHEREAS, DESIGN SECTION ENGINEER represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from **PSB 18-2, Item 1**, staffed with professional licensed engineers, experienced and able to perform the engineering design services required for said contract, and it is in the best interest of the TOLLWAY to accept said proposal.

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

ARTICLE I

General Provisions

A. The DESIGN SECTION ENGINEER shall perform all design section engineering services for Contract No. **RR-18-4383 for Tri-State Tollway, 95th Street to Balmoral Avenue and throughout the Tollway system, Planning Studies Upon Request. On-call and As-needed** in accordance with the requirements and terms of this Agreement, the above-numbered Professional Services Bulletin, and the proposal from the DESIGN SECTION ENGINEER of **June 21, 2018**, attached hereto and made a part hereof as Exhibit "1". With respect to any inconsistency or conflict between the terms of this Agreement and the proposal (Exhibit "1"), the following order of precedence shall govern: 1. This Agreement 2. The Proposal 3. The Professional Services Bulletin.

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

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

ARTICLE II

Time of Performance

Upon receipt of Notice to Proceed authorized by the Chief Engineering Officer of the TOLLWAY, the DESIGN SECTION ENGINEER shall perform the services herein during the period commencing on the latter of either **execution of the Agreement or June 29, 2018** and ending **June 30, 2025**, in accordance with the schedule included in the attached proposal.

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

ARTICLE III

Compensation

The DESIGN SECTION ENGINEER shall perform all engineering design services as required herein, and the TOLLWAY shall pay the DESIGN SECTION ENGINEER as compensation therefor, the DESIGN SECTION ENGINEER'S actual payroll cost times a multiplier of **2.8000** and certain direct expenses (as each of these amounts are shown in Exhibit "1") with an upper limit of compensation of **Five Million Dollars and No Cents (\$5,000,000.00)**. If, in the opinion of the DESIGN SECTION ENGINEER, additional fees or expenses in excess of the upper limit of compensation agreed herein are required, the DESIGN SECTION ENGINEER shall promptly notify the Chief Engineering Officer of the TOLLWAY thereof and shall not incur or charge any such fees or expenses without prior written approval of the Chief Engineering Officer. The DESIGN SECTION ENGINEER shall ensure that its subcontractors (if applicable) submit bills and invoices in a manner consistent with the terms of this Agreement and shall include language in its subcontractor agreements whereby the subcontractors expressly agree to be bound by the terms of this Agreement, including but not limited to the Inspector General Provision at Article XIX.

ARTICLE IV

Scope of the Service – "Upon Request" Contracts

The DESIGN SECTION ENGINEER understands that this is an "assignment(s) upon request" contract wherein the DESIGN SECTION ENGINEER will be assigned various tasks over the duration of this Contract. Thus, the extent of services will not be determined until such time that a task has been assigned by the TOLLWAY. Upon assignment of a Task, the DESIGN SECTION ENGINEER shall meet with representatives of the TOLLWAY; prepare a scope of services to complete the task; and submit a Proposal for the services to be performed. The DESIGN SECTION ENGINEER shall perform the task for not more than the total proposed task fee as authorized by the TOLLWAY. In no event will the DESIGN SECTION ENGINEER be

entitled to additional compensation due to its errors in estimating the time, costs or expertise required to complete the task assignments. Only upon a change in the scope of task services, as documented in writing by the DESIGN SECTION ENGINEER and subsequently approved in writing by the Chief Engineering Officer, will any additional fees be approved. The total compensation for the entirety of all task assignments shall not be in excess of **Five Million Dollars and No Cents (\$5,000,000.00)** being the amount set as the Upper Limit of Compensation for this Contract.

ARTICLE V

Compliance with State and Other Laws

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

Governing Law; Exclusive Jurisdiction

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

Confidentiality

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

The foregoing obligations shall not apply to confidential data or information lawfully in the DESIGN SECTION ENGINEER's possession prior to its acquisition from the TOLLWAY; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; or independently developed by the DESIGN SECTION ENGINEER without the use or benefit of the TOLLWAY's confidential information.

ARTICLE VI

Responsibility for Injuries and Damages

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

ARTICLE VII

Insurance

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

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

- a. Worker's Compensation Insurance as required by state statute, and Employer's Liability insurance covering all the DESIGN SECTION ENGINEER's employees acting within the course and scope of their employment.
- b. Commercial General Liability Insurance written on Insurance Services Office (ISO) occurrence form CG 00 01 10/03 or equivalent, covering premises operations, independent contractors, blanket contractual liability, and personal injury with minimum limits

of \$1,000,000.00 (One Millions Dollars) each occurrence and \$2,000,000.00 (Two Million Dollars) annual general aggregate.

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

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

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

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

ARTICLE VIII

Ownership of Documents

All documents, including tracings, drawings, estimates, specifications, field notes, investigations, studies and all documents, memoranda and information relating to services to be furnished and performed pursuant to this Agreement are the property of the TOLLWAY. During the performance of the engineering services herein provided for, the DESIGN SECTION ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in its possession, and any such documents shall be restored at its expense. Full access to the work during the preparation of the plans shall be available to the TOLLWAY and such other agencies as

may be approved by the TOLLWAY. It is agreed and understood by the parties that any plans, drawings, blueprints or other similar documents ("plans") provided under this Contract which are reused by the TOLLWAY, on other projects, shall be at the TOLLWAY's own risk. Any person or entity reusing any plans shall be solely responsible for such reuse. Should the DESIGN SECTION ENGINEER reuse any plans, it agrees to indemnify all persons or entities for any claims or actions resulting from its reuse to the extent that said claim or action results from such reuse. The TOLLWAY agrees to require any person (including the TOLLWAY itself) reusing the plans provided by the DESIGN SECTION ENGINEER to abide by the terms and conditions set forth in this paragraph.

ARTICLE IX

Financial Statement

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

ARTICLE X

Successors and Assigns

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

ARTICLE XI

Subcontractors

The DESIGN SECTION ENGINEER shall not subcontract or assign services to be performed under this Agreement without prior written approval of the TOLLWAY, except that the DESIGN SECTION ENGINEER may without such prior approval, contract with others for photogrammetric maps, equipment and supplies, printed matter, and other reproductions and stenographic, clerical or any other non-technical services.

ARTICLE XII

Suspension

The TOLLWAY may, from time to time, suspend and halt the services of DESIGN SECTION ENGINEER pursuant to this Agreement at its sole discretion effective five (5)

days after delivery of written notice thereof for any period of time or times not exceeding a total of twelve (12) months. In the event of such suspension not occasioned by violation of the Agreement by the DESIGN SECTION ENGINEER, the DESIGN SECTION ENGINEER shall be paid for authorized services performed prior to the effective date of the suspension, including any reimbursable expenses then due, in accord with this Agreement.

ARTICLE XIII

Termination

A. Termination Without Cause

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

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

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

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

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

B. Termination for Cause

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

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

TOLLWAY to remedy such default within five (5) days after written notice thereof from TOLLWAY.

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

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

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

C. Termination due to Lack of an Appropriation

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

ARTICLE XIV

Solicitations

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

ARTICLE XV

Record Retention and Audit

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

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

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

Any audit adjustment will be submitted on a final invoice for any underpayment or overpayment to the DESIGN SECTION ENGINEER or its subcontractors. The DESIGN SECTION ENGINEER shall promptly reimburse the TOLLWAY for any overpayment, or the TOLLWAY at its option may deduct any overpayment from any funds due the DESIGN SECTION ENGINEER, whether those funds are due under this contract or other contracts to which the DESIGN SECTION ENGINEER is a party either directly

with the TOLLWAY or as a subcontractor. In the event the DESIGN SECTION ENGINEER fails or refuses to reimburse the TOLLWAY for an overpayment, the DESIGN SECTION ENGINEER shall be responsible for all costs, including attorney fees, incurred by the TOLLWAY to collect such overpayment.

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

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

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

ARTICLE XVI

Notices

Notices to be given hereunder or documents to be delivered shall be deemed sufficient if delivered personally or mailed by certified mail to the DESIGN SECTION ENGINEER at **Christopher B. Burke Engineering, Ltd, 9575 West Higgins Road, Rosemont, Illinois 60018**, or to the Chief Engineering Officer at 2700 Ogden Avenue, Downers Grove, Illinois 60515. Either party may change the place to which notices hereunder may be addressed by written notice to the other party at any time or times.

ARTICLE XVII

Quality Assurance and Quality Control (QA/QC) Plan

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

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

ARTICLE XVIII

Miscellaneous

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

ARTICLE XIX

Inspector General

The Vendor/Contractor hereby acknowledges that pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5) the Inspector General of the Illinois State Toll Highway Authority has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The Vendor/Contractor will fully cooperate in any OIG investigation or review and shall not bill the Tollway for such time. Cooperation includes providing access to all information and documentation related to the goods/services described in this Agreement, and disclosing and making available all personnel involved or connected with these goods/services or having knowledge of these goods/services. All subcontracts must inform Subcontractors of this provision and their duty to comply.

ARTICLE XX

Engineer Selection Process

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

ARTICLE XXI

Report of a Change in Circumstances

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

Further, the DESIGN SECTION ENGINEER agrees to incorporate substantially similar reporting requirements into the terms of any and all subcontracts relating to work performed under this agreement. The DESIGN SECTION ENGINEER agrees to

forward or relay to the Tollway any reports received from subcontractors pursuant to this paragraph within 21 days.

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

ARTICLE XXII

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 Agreement for CONTRACT RR-18-4383 the day and year first above written.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY


CHRISTOPHER B. BURKE
ENGINEERING, LTD.

By  7/23/18
Chair/Executive Director - Signature Date
Robert Schillerstrom/Elizabeth Gorman


 6/28/18
President - Signature Date

Christopher B. Burke
Printed Name as Signed Above

APPROVED:

 7/17/18
Chief Financial Officer - Signature Date
Michael Colsch

APPROVED:

 7/17/18
Acting General Counsel - Signature Date
Elizabeth Oplawski

Approved as to Form and Constitutionality

 7-16 2018
Attorney General, State of Illinois - Robert Lane - Signature Date

DESIGN UPON REQUEST
DESIGN SECTION ENGINEER AGREEMENT

The Board of Directors, on the 28th day of June, 2018, authorized this AGREEMENT to be entered into by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter sometimes referred to as "TOLLWAY", and **CHRISTOPHER B. BURKE ENGINEERING, LTD.**, a corporation authorized and existing within the laws of the State of Illinois, hereinafter referred to as "DESIGN SECTION ENGINEER".

WITNESSETH:

WHEREAS, the DESIGN SECTION ENGINEER has submitted a proposal dated **June 21, 2018**, to provide design section engineering services for Contract No. **RR-18-4383** for **Tri-State Tollway, 95th Street to Balmoral Avenue and throughout the Tollway system, Planning Studies Upon Request. On-call and As-needed**; and

WHEREAS, DESIGN SECTION ENGINEER represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from **PSB 18-2, Item 1**, staffed with professional licensed engineers, experienced and able to perform the engineering design services required for said contract, and it is in the best interest of the TOLLWAY to accept said proposal.

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

ARTICLE I

General Provisions

A. The DESIGN SECTION ENGINEER shall perform all design section engineering services for Contract No. **RR-18-4383** for **Tri-State Tollway, 95th Street to Balmoral Avenue and throughout the Tollway system, Planning Studies Upon Request. On-call and As-needed** in accordance with the requirements and terms of this Agreement, the above-numbered Professional Services Bulletin, and the proposal from the DESIGN SECTION ENGINEER of **June 21, 2018**, attached hereto and made a part hereof as Exhibit "1". With respect to any inconsistency or conflict between the terms of this Agreement and the proposal (Exhibit "1"), the following order of precedence shall govern: 1. This Agreement 2. The Proposal 3. The Professional Services Bulletin.

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

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

DESIGN SECTION ENGINEER PROPOSAL

FOR CONTRACT NUMBER RR-18-4383

This proposal, dated June 21, 2018, is submitted by Christopher B. Burke Engineering, Ltd. of Rosemont, IL for Design Section Engineer's Service.

DESCRIPTION/LOCATION OF DESIGN SECTION

The location of the construction Contract RR-18-4383 for which we propose to provide Design Section Engineering Services is Tri-State Tollway, 95th Street to Balmoral Avenue, Planning Studies Upon Request, in Cook County, Illinois.

SCOPE OF DESIGN SECTION ENGINEERING SERVICES

Design Engineering Services following selection from PSB 18-2, Item 1, more fully detailed in Exhibit F, attached hereto, will be executed in full compliance with the Illinois State Toll Highway Authority's *Design Section Engineer's Manual*, in effect at the date the contract is awarded, and as revised thereafter, and with the Illinois State Toll Highway Authority's (hereinafter referred to as "TOLLWAY") current practices. These services shall include preparation of contract plans, special provisions, construction schedule and review of bids; all field surveys, investigations, designs and analyses required to complete the work; checking of shop drawings and consultation during the construction period. Four copies of all design notes, quantity calculations and field books shall be submitted to the TOLLWAY with the final plans. These documents will be indexed and cross referenced in a manner which can be easily referenced by the Construction Manager.

RESPONSIBILITY

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

FEE PROPOSAL

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

ACTUAL PAYROLL COSTS TIMES A MULTIPLIER, PLUS REIMBURSEMENT

OF DIRECT EXPENSES, WITH AN UPPER LIMIT OF COMPENSATION.

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

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

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

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

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

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

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

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

Reimbursable Direct Costs will be reimbursed upon presentation of appropriate documentation.

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

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

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

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

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

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

MAXIMUM ALLOWABLE FEE - The upper limit of compensation to the DESIGN SECTION ENGINEER, for all costs, shall be \$ 5,000,000 (see *Exhibit B*), which limit may not be exceeded unless authorized by a Supplemental Contract and approved by the TOLLWAY's Board of Directors. This sum represents the maximum compensation limit for completion of all Engineering Services for all items of work included in the Scope of Design Section Engineering Services (Exhibit F). If potential additional services have been identified in the scope of work (Exhibit F), it is understood that these services may not be requested by the TOLLWAY. If these services are requested by the TOLLWAY to be performed by the DESIGN SECTION ENGINEER, Exhibits A-H (Cont) must be submitted by the DESIGN SECTION ENGINEER for the TOLLWAY's approval prior to commencement of the work.

REVISIONS TO THE SCOPE OF WORK - If at any time during the execution of the work

the DESIGN SECTION ENGINEER feels that he/she is being directed to perform services not included in the Scope Of Work, he/she will give immediate written notice to the Chief Engineering Officer of the TOLLWAY requesting a change in the Scope Of Work. This notification shall include the following:

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

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

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

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

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

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

they are assigned. The DESIGN SECTION ENGINEER further agrees to assign employees to this project in a manner which will minimize engineering design expenses to the TOLLWAY.

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

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

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

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

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

EXHIBIT F

CONTRACT RR-18-4383

(Christopher B. Burke Engineering, Ltd.)

SCOPE OF SERVICES

This Planning Upon Request contract is intended to supplement the master plan that was completed for the Central Tri-State (CTS) corridor, with individual Task Orders issued on an as needed basis. As other Tollway or local projects emerge during the CTS design phase, this PUR contract will provide the ability to adequately plan and prepare for how these projects can either be incorporated into the overall project or how we can ensure that adding these projects in the future will not be precluded. Potential projects include: new/expanded interchanges, transit accommodations, truck parking, bicycle/pedestrian improvements, and others. Any local requests will be considered in accordance with the Tollway cost sharing policies and guidelines. This PUR contract further provides the ability to advance these requests in a timely manner to incorporate them into CTS contract plans when feasible.

Tasks as part of this PUR contract may include, but not be limited to:

1. Perform interchange studies.
2. Perform drainage studies.
3. Perform environmental studies. GIS environmental resource analysis to identify potential issues related to wetlands, biological resources, public lands, stormwater management, ground and surface water, cultural and social resources, noise, air, hazardous/special waste, land use, zoning, etc.
4. Perform INVEST planning evaluations and design evaluations.
5. Perform geotechnical studies which incorporate pavement and soil borings to determine future pavement design.
6. Perform topographic survey.
7. Provide project scope and contract packaging.
8. Provide a project cost estimate.
9. Develop a project schedule.
10. Prepare a Project Master Plan report which will include geometrics, drainage, construction staging, design criteria, cost benefit analysis, alternatives analysis, and all other appurtenant and miscellaneous items.
11. Perform Type, Size and Location (TS&L) drawings for the structures.
12. Provide Maintenance and Operating budget analysis.
13. Provide signing plan.
14. Perform utility coordination.
15. On call and as-needed work related on the Tollway system.

THIS PROPOSAL FOR DESIGN SECTION ENGINEERING SERVICES FOR

CONTRACT RR-18-4383

SUBMITTED BY:

FIRM NAME: Christopher B. Burke Engineering, Ltd.

ADDRESS: 9575 West Higgins Road

CITY, STATE &
ZIP CODE: Rosemont, Illinois 60018

TELEPHONE: 847/823-0500

FACSIMILE: 847/823-0520

SIGNED BY:

PRINTED NAME: Michael J. Matkovic

TITLE: Vice President / Project Manager

EXHIBIT G

CONTRACT RR-18-4383

(Christopher B. Burke Engineering, Ltd.)

CURRENT OBLIGATIONS FOR PROJECT

| Route & Job No. | Work Scope & Description of Project | Fee (Including all Supplementals and Extra Work Orders) | Fee Remaining To Be Earned | Estimated Date of Completion |
|--------------------------------|--|--|---------------------------------------|---|
| Prime | | | | |
| RR-11-4032 | Environmental Services | \$5,000,000.00 | \$25,000.00 | 5/1/2018 |
| | Sub | | | |
| I-11-4014 | Elgin O'Hare Bypass | \$498,140.00 | \$232,449.00 | 5/31/2018 |
| | Sub to CH2M Hill | | | |
| I-12-4080 | Illinois 53 Extension | \$800,000.00 | \$0.00 | 4/1/2019 |
| | Sub to Transystems | | | |
| RR-14-4221 | Tri State- Mile Long Bridge | \$1,326,200.00 | \$538,550.00 | 3/31/2020 |
| | Sub to Locher, HDR, Quigg | | | |
| RR-14-4222 | Tri State Tollway-BNSF Rail | \$1,038,371.00 | \$295,750.00 | 8/31/2019 |
| | Sub to Bowman Barrett | | | |
| I-14-4190 | Jane Adams Memorial Tollway (I-90) | \$2,176,976.00 | \$0.00 | 7/31/17 |
| | JV | | | |
| I-15-4656 | EOWA I-294 to I-290 Trio | \$2,392,203.00 | \$1,011,632.00 | 5/31/2019 |
| | Sub Benesch/CBBEL/Lin JV | | | |
| I-17-4303 | Tri-State O'hare Oasis to Balmoral | | | |
| | JV | \$1,816,284.00 | \$872,000.00 | 11/30/2022 |
| IDOT | | | | |
| P-91-004-09 | Various Safety Assessments | \$600,000.00 | \$43,000.00 | 1/28/2018 |
| P-91-007-09 | IL 47 doe US 14 to Charles Road | \$469,000.00 | \$162,000.00 | 3/21/2017 |
| | Sub to Strand | | | |
| P-91-388-10 | US 45 (form IL 132 to IL 173) | \$1,655,172.00 | \$8,000.00 | 4/30/2018 |
| P-91-003-11 | Phase I Various Studies | \$2,400,000.00 | \$34,000.00 | 6/30/2020 |
| P-91-597-10 | I-290 West of US 12/20/45 | \$1,489,117.00 | \$54,000.00 | 12/1/2017 |
| | Sub to Parsons Brinckerhoff | | | |
| P-91-762-10 | I-55 from I-355 to I-94 - | | | |
| | Sub to Stantec | \$2,017,733.00 | \$595,000.00 | 11/23/2018 |
| C-91-75-13 | Construction Inspection at I-90 | | | |
| | and Cumberland | \$2,091,291.00 | \$204,850.00 | 11/01/2015 |
| D-91-01-14 | Il 47 form US 14 to S of IL 176 | \$244,927.00 | \$143,000.00 | 4/22/2019 |
| | Sub to Strand | | | |
| D-91-467-14 | FAU 2857 Wood Street from North of | \$229,168.00 | \$30,000.00 | 07/03/2017 |
| | Little Calumet River to South of US6 | | | |
| | Sub to Infrastructure | | | |
| P-91-119-14 | Various Phase I Contracts | \$1,200,000.00 | \$362,000.00 | 2/01/2019 |
| D-60-031-15 | Various Scat Projects | \$400,000.00 | \$26,000.00 | 3/01/2017 |

Rev. 5/21/2018
PSB 18-1 & Later Only

EXHIBIT "1"

PAGE _____ OF
EXHIBIT "1"

| | | | | |
|------------------------------------|---|----------------------|----------------------|-----------|
| P-91-224-16 | Various Phase I Contracts | \$1,200,000.00 | \$790,000.00 | 8/30/2019 |
| P-91-05-18 | Interstate 90 from Interstate 94 to South of Ohio Street Sub to Lochner | Still in Negotiation | Still in Negotiation | |
| D-60-001-18 | Various Scat Projects | \$300,000.00 | \$298,000.00 | 1/01/2020 |
| P-91-014-18 | Phase I IL 53 from IL 62 to US 12 Sub to RS+H | Still in Negotiation | Still in Negotiation | |
| City of Chicago | Various Contracts | \$40,000,000.00 | \$13,000.00 | Various |
| All Other Work Public & Private | Various Contracts | \$42,415,000.00 | \$12,885,000.00 | Various |



ILLINOIS TOLLWAY
STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: RR-18-4383

CONTRACTOR/CONSULTANT (NAME): Christopher B. Burke Eng., Ltd.

1. PAYMENT TERMS AND CONDITIONS:

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

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

3. **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of five years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of five years from the later of final payment under the term or completion of the subcontract. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, the Tollway Inspector General, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.
4. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.
5. **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
6. **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.
7. **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
8. **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.

9. **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the Tollway and State of Illinois, their directors, agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any negligent act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.
10. **INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
11. **SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
12. **COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
13. **BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.
14. **APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>.
15. **ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
16. **CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee, or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.
17. **NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

18. **MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
19. **PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.
20. **FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.
21. **SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
22. **WARRANTIES FOR SUPPLIES AND SERVICES:**
- 22.1 Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.
- 22.2 Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.
- 22.3 Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.
23. **REPORTING, STATUS AND MONITORING SPECIFICATIONS:**
- 23.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.

23.2 By August 31 of each year, Vendor shall report to the Agency or University the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups. 35 ILCS 5/216, 5/217.

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

25. **SUPPLEMENTAL PROVISIONS**

25.1 **TOLLWAY SUPPLEMENTAL PROVISIONS**

25.1.1 **Agents and Employees:**

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

25.1.2 **Publicity:**

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

25.1.3 **Third Party Beneficiaries:**

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

25.1.4 **Successors In Interest:**

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

25.1.5 **Venue:**

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

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

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

25.1.5.3 The Tollway is not currently an appropriated agency.

25.2 **Report of a Change in Circumstances:** The Vendor agrees to report to the TOLLWAY as soon as practically possible, but no later than 21 days following any change in facts or circumstances that might impact the Vendor's ability to satisfy its legal or contractual responsibilities and obligations under this contract. Required reports include, but are not limited to changes in the Vendor's Certification/Disclosure Forms, the Vendor's IDOT pre-qualification, or any certification or licensing required for this project. Additionally, Vendor agrees to report to the Tollway within the above

timeframe any arrests, indictments, convictions or other matters involving the Vendor, or any of its principals, that might occur while this contract is in effect. This reporting requirement does not apply to common offenses, including but not limited to minor traffic/vehicle offenses.

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

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

25.3 VENDOR SUPPLEMENTAL PROVISIONS

Vendor Supplemental Provisions:

STATE OF ILLINOIS
SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

_____ agrees with the terms and conditions set forth in the Professional Services Bulletin, including the standard terms and conditions, the Agency/University supplemental provisions, certifications, and disclosures, with the following exceptions: **N/A**

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

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

| | |
|-----------|-----------|
| Agreed: | Agreed: |
| By: | By: |
| Signed: | Signed: |
| Position: | Position: |
| Date: | Date: |



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

Date: April 18, 2018

Project Number: RR-18-4383

Project Name: Tri-State Tollway, 95th Street to Baimoral Avenue, Planning Studies Upon Request

DELINQUENT DEBT REVIEW

**CONTRACTOR/
CONSULTANT**

Sub-Contractor/Consultant Disclosure.

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

If yes, you must identify below, to the extent the information is known, regardless of the subcontract value, the names, addresses and type of work all Sub-Contractors/Consultants that will be utilized in the performance of this Contract, together with the anticipated dollar value (Sub-Contractors) or percentage (Sub-Consultants) each is expected to receive pursuant to this Contract. The list of sub-contractors/consultants should include but not be limited to sub-contractors/consultants, suppliers and truckers proposed to achieve disadvantaged business enterprise and veteran owned business goals. The State may request updated information at any time. For purposes of this section Sub-Contractors/Consultants are those specifically hired to perform part of the work of this contract. Non-DBE suppliers and truckers do not need to be included.

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

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

Contractor/Consultant: Christopher B. Burke Engineering, Ltd.

Federal Employment Identification Number (FEIN): [REDACTED]

E-Mail: mkerr@cbbel.com

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

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

| <u>Sub-Contractor(s)/Consultant(s)</u> | <u>Sub-Contractor/Consultant FEIN</u> | <u>Address</u> | <u>General Type of Work</u> | <u>Anticipated Amount of Contract to be Paid (to extent known) Sub-Contractor (dollar value) or Sub-Consultant (percentage)</u> |
|---|---------------------------------------|---|--|---|
| Civiltech Engineering, Inc. | [REDACTED] | Two Pierce Place, Ste 1400 Itasca, IL 60148 | Traffic Analysis, IDS, Preliminary Investigation | 7 |
| Dama Consultants, Inc. | [REDACTED] | 4524 W. Washington Blvd, Ste #2, Chicago, IL 60624 | Toll Traffic Analysis | 3 |
| EJM Engineering, Inc. DBA TranSmart/EJM Corporation | [REDACTED] | 411 S. Wells St, Ste 1000 Chicago, IL 60601 | Barrier Warrants, INVEST, Lighting/ITS, Structural & Traffic Support | 5 |
| Gasperec Elberts Consulting LLC | [REDACTED] | 9501 W. Devon Ave, Rosemont IL 60018 | Drainage Support and Waterways | 5 |

| | | | | |
|---|------------|---|---|----|
| M Squared Engineering, LLC | [REDACTED] | 230 W. Monroe St, Ste 1410 Chicago, IL 60606 | ESIS and Environmental Coordination/Support | 5 |
| Orion Engineers LLC | [REDACTED] | 220 N. Green Street, Chicago, IL 60607 | Location Design Studies, Structural Support | 5 |
| OSEH, Inc. | [REDACTED] | 1116 Washington Blvd, #415, Oak Park, IL 60302 | Traffic Studies Support, Location Design Rehabilitation | 3 |
| Patrick Engineering, Inc. | [REDACTED] | 4970 Varsity Dr, Lisle, IL 60532 | Structures, Financial & Economic Analysis Team, INVEST, Scope and Contract Packaging, Preliminary Investigation | 15 |
| Rubino Engineering | [REDACTED] | 665 Tollgate Rd, Unit H, Elgin, IL 60123 | Geotechnical Studies and Reports | 3 |
| Prairie Engineers | [REDACTED] | 107 N. Main St, Ste 3C&D Columbia, IL 62236 | Environmental Support, Surveying | 5 |
| S.B. Friedman & Co dba SB Friedman Development Advisors | [REDACTED] | 221 N LaSalle St, Ste 820, Chicago IL 60601 | Financial and Economic Impact Analysis | 2 |

Signature: [REDACTED]

Date: 4/19/18 4/20/18

Printed Name: Michael Kerr

**STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER**

I certify that:

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

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

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

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

Name: Click here to enter text.

Business Name: Christopher B. Burke Engineering, Ltd.

Taxpayer Identification Number:


Social Security Number: Click here to enter text.

or

Employer Identification Number: 

Legal Status (check one):

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

Signature of Authorized Representative: 

Date: April 19, 2018

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 13254

Christopher B. Burke Engineering, Ltd.

9575 W. Higgins Road
Suite 600
Rosemont IL 60018

Information for this business last updated on:
Thursday, April 5, 2018

Certificate produced on Thursday, April 05, 2018 at 2:14 PM



EXHIBIT "1"
Page 21 of 255

STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

IPB Reference #: 22042187

Procurement/Contract #: RR-18-4383

This Forms B may be used when responding to an Invitation for Bid (IFB) or a Request for Proposal (RFP) if the vendor is registered in the Illinois Procurement Gateway (IPG) and has a valid IPG Registration Number that is active and not expired.

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

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

1. Certification of Illinois Procurement Gateway Registration

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

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

IPG Registration #: 20316284 IPG Expiration Date: April 27, 2019

2. Certification Timely to this Solicitation or Contract

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

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

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

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

| Name | Address | Relationship to Disclosing Entity |
|------|---------------------------|-----------------------------------|
| N/A | Click here to enter text. | Click here to enter text. |
| | | |

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

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

4. Disclosure of Current and Pending Contracts

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

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

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

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

5. Signature

As of the date signed below, I certify that:

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

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

This disclosure information is submitted on behalf of:

Vendor Name: Christopher B. Burke Eng., Ltd.

Phone: 847-823-0500

Street Address: 9575 W. Higgins Road, Ste 600

Email: mkerr@cbbel.com

City, State, Zip: Rosemont, IL 60018

Vendor Contact: Michael Kerr

Signature: _____

Date: 4/19/18

Printed Name: Michael Kerr

Title: Executive Vice President

Current and Pending Contracts

| Agency/ University | Project Title | Status | Value | Contract Reference/PO/ PB# |
|-----------------------|---|----------|-----------|----------------------------------|
| IDOT | Various SCAT Projects Districts, 2, 3, 4 and 5 | Contract | 300,000 | D-60-031-18 |
| IDOT | Various Safety Assessments | Contract | 600,000 | P-91-004-09 |
| IDOT | IL 47 from US 14 to Charles Road Phase I <i>SUB to Strand Associates</i> | Contract | 435,000 | P-91-007-09 |
| IDOT | US Route 45 (from IL 132 to IL 173) Phase I | Contract | 1,609,487 | P-91-388-10 |
| IDOT | Phase I Studies Various | Contract | 2,400,000 | P-91-003-11 |
| IDOT | I-290 West of US 12/20/45 to East IL 50 <i>SUB to PB Americas</i> | Contract | 1,489,288 | P-91-597-10 |
| IDOT | I-55 from I-355 to I-94 <i>SUB to Stantec</i> | Contract | 883,099 | P-91-762-10 |
| IDOT | I-90 at Cumberland Ave | Contract | 2,091,291 | C-91-175-13 |
| IDOT | PTB 170, Various Phase I Contracts | Contract | 1,200,000 | P-91-119-14 |
| IDOT | PTB 172, Various SCAT | Contract | 400,000 | D-60-031-15 |
| IDOT | PTB 173, Wood Street, Phase II Engineering <i>SUB TO INFRASTRUCTURE</i> | Contract | 205,735 | D-91-467-14 |
| IDOT | PTB 179, Phase I Studies for Various Drainage Correction Project | Contract | 1,200,000 | P-21-224-16 |
| Tollway | Tri-State Tollway, O'Hare Oasis to Balmoral Avenue Sub to Bowman Barrett/CBBEL JV | Contract | 1,816,284 | I-17-4303 |
| Tollway | EOWA, I-294 to I-90 Tri-State and Franklin/Green Street <i>SUB TO ALFRED BENESCH/ CBBEL/LIN JV</i> | Contract | 2,392,203 | I-15-4656 |
| Tollway | Elgin O'Hare Western Access, Construction Management Services Upon Request <i>SUB TO MICHAEL BAKER</i> | Contract | 26,319.01 | I-13-4613 |

Christopher B. Burke Engineering, Ltd.

| Agency/ University | Project Title | Status | Value | Contract Reference/PO/ PB# |
|-----------------------|---|----------|-----------|----------------------------------|
| Tollway | Tri-State Tollway Burlington Northern Railroad Bridge <i>SUB TO BOWMAN BARRETT</i> | Contract | 964,451 | RR-14-4222 |
| Tollway | Tri-State Tollway Mile-Long Bridge <i>SUB TO HW LOCHNER</i> | Contract | 1,326,200 | RR-14-4221 |
| Tollway | I-90, Roadway, Retaining Wall and Bridge Reconstruction and Widening (BCP Tollway Partners, JV) | Contract | 9,499,522 | I-14-4190 |
| Tollway | I-90, Retaining Wall, Noise Wall and Bridge Widening (BCP Tollway Partners, JV) | Contract | 3,797,532 | I-13-4100 |
| Tollway | IL Route 53 – IL 120 <i>SUB TO TRANSYSTEMS</i> | Contract | 800,000 | I-12-4080 |
| Tollway | Environmental Services Upon Request - Systemwide | Contract | 5,000,000 | I-11-4032 |
| Tollway | Elgin O'Hare Western Bypass Tollway <i>SUB TO CH2MHILL</i> | Contract | 574,365 | I-11-4014 |


April 16, 2018

Vendor Registration: View

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

Christopher B. Burke Engineering, Ltd.

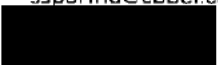
System Vendor Number: 20316284

 1 flag has been added to this record. See below for details.

Show only flagged items.

| Vendor Registration | |
|-------------------------|--|
| TYPE | State of Illinois Vendor Registration |
| DESCRIPTION | Register to do business with the State of Illinois |
| DATE SUBMITTED | 4/16/2018 |
| STATUS | Accepted |
| REVIEWER | Andrew Shackelford |
| DATE REVIEWED | 4/27/2018 |
| PUBLIC REVIEW COMMENTS | |
| PRIVATE REVIEW COMMENTS | |
| EXPIRATION DATE | 4/27/2019 |
| FLAG FORM | Add Flag |

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

| Entity Information | |
|-----------------------------|---|
| BUSINESS NAME | Christopher B. Burke Engineering, Ltd. |
| CONTACT FOR THIS SUBMISSION | Sherry Sporina (change contact) |
| PRIMARY CONTACT EMAIL | ssporina@cbbel.com |
| PHONE | 847-823-0500 |
| FAX | 847-823-0520 |
| COMPANY EMAIL | ssporina@cbbel.com |
| TAX ID NUMBER |  |
| COMPANY TYPE | Corporation |
| ADDRESS | 9575 W. Higgins Road, Suite 600 Rosemont, IL 60018 [edit address] |

Vendor Registration: View Form

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

Christopher B. Burke Engineering, Ltd.

System Vendor Number: 20316284

Return to Main Form

Vendor Registration

| | |
|------------------|---|
| FORM NAME | A - B. Business Information & Additional Information |
| DESCRIPTION | Complete section A and B, in order to submit this form. |
| DATE SUBMITTED | 4/16/2018 |
| STATUS | Accepted |
| BUSINESS NAME | Christopher B. Burke Engineering, Ltd. |
| POINT OF CONTACT | Sherry Sporina |
| FLAG FORM | Add Flag |

A. Business Information

| | | |
|---|---|--------------------------|
| 1. YOUR BUSINESS IS REGISTERING AS A | Prime contractor and subcontractor | <input type="checkbox"/> |
| 2. NAME OF CEO/BUSINESS OWNER | Christopher B. Burke | <input type="checkbox"/> |
| 3. ANNUAL SALES/GROSS RECEIPTS | 38,800,000 | <input type="checkbox"/> |
| 4. WHEN WAS YOUR BUSINESS ESTABLISHED? | 11/01/1986 | <input type="checkbox"/> |
| 5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS? | The business conducts business statewide. | <input type="checkbox"/> |
| 6. CONTACT PERSON FOR THIS VENDOR REGISTRATION | Sherry Sporina | <input type="checkbox"/> |
| CONTACT PERSON TITLE | Director of Marketing | |
| CONTACT PERSON PHONE | 847-823-0500 | |
| CONTACT PERSON EMAIL | ssporina@cbbel.com | |

B. Additional Information

| | | |
|---|--|--------------------------|
| 1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY? | Chief Procurement Office (CPO)State Agency | <input type="checkbox"/> |
|---|--|--------------------------|

Vendor Registration: View Form

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

Christopher B. Burke Engineering, Ltd.

System Vendor Number: 20316284

[Return to Main Form](#)

| Vendor Registration | |
|---------------------|--|
| FORM NAME | C. Small Business Set-Aside Program |
| DESCRIPTION | Complete the Small Business Set-Aside Program form |
| DATE SUBMITTED | 4/16/2018 |
| STATUS | Accepted |
| BUSINESS NAME | Christopher B. Burke Engineering, Ltd. |
| POINT OF CONTACT | Sherry Sporina |
| FLAG FORM | Add Flag |

| C. Small Business Set-Aside Program | |
|---|--|
| 1. WOULD YOU LIKE TO APPLY/RE-QUALIFY FOR THE SMALL BUSINESS SET-ASIDE PROGRAM? | No <input type="checkbox"/> |

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

Customer Support

Copyright © 2018 B2Gnow. All rights reserved.

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

Vendor Registration: View Form

Help & Tools 

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

Christopher B. Burke Engineering, Ltd.

System Vendor Number: 20316284

Return to Main Form

| Vendor Registration | |
|---------------------|---|
| FORM NAME | D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois |
| DESCRIPTION | Complete section D and E, in order to submit this form. |
| DATE SUBMITTED | 4/16/2018 |
| STATUS | Accepted |
| BUSINESS NAME | Christopher B. Burke Engineering, Ltd. |
| POINT OF CONTACT | Sherry Sporing |
| FLAG FORM | Add Flag |

| D. Department of Human Rights (DHR) | |
|--|--|
| 1. HIGHEST NUMBER OF EMPLOYEES (INCLUDING FULL AND PART TIME EMPLOYEES) AT ANY TIME DURING THE PAST YEAR | 205 P |
| 2. SELECT THE DHR STATUS OF YOUR BUSINESS | My business had 15 or more employees at any time within the past year. P 94628-00 expires on 4/06/2023 |

| E. Authorized to do Business in Illinois | |
|---|--|
| 1. IS YOUR BUSINESS REGISTERED AND AUTHORIZED TO DO BUSINESS IN ILLINOIS? | Yes, registered and in good standing with the Illinois Secretary of State P |

| Additional Information | | | | | | | |
|--|--|----------|--------|--|----------------|--|---|
| STAFF ATTACHED FILE(S) | <div style="text-align: center; margin-bottom: 10px;"> Attach File </div> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Document</th> <th style="text-align: left; border-bottom: 1px solid black;">Status</th> </tr> </thead> <tbody> <tr> <td style="border-bottom: 1px solid black;">Christopher B. Burke Engineering.msg</td> <td style="border-bottom: 1px solid black;">MSG, 118.00 KB</td> </tr> <tr> <td></td> <td style="text-align: right;"> Delete Edit Info Attached by Andrew Shackelford on 4/16/2018 </td> </tr> </tbody> </table> | Document | Status | Christopher B. Burke Engineering.msg | MSG, 118.00 KB | | Delete Edit Info Attached by Andrew Shackelford on 4/16/2018 |
| Document | Status | | | | | | |
| Christopher B. Burke Engineering.msg | MSG, 118.00 KB | | | | | | |
| | Delete Edit Info Attached by Andrew Shackelford on 4/16/2018 | | | | | | |

Vendor Registration: View Form

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

Christopher B. Burke Engineering, Ltd.

System Vendor Number: 20316284


 1 flag has been added to this record. See below for details.

 Show only flagged items.


Vendor Registration

| | |
|------------------|---|
| FORM NAME | F - G. Certifications & Board of Elections |
| DESCRIPTION | Complete section F - G, in order to submit the form. |
| DATE SUBMITTED | 4/16/2018 |
| STATUS | Accepted |
| BUSINESS NAME | Christopher B. Burke Engineering, Ltd. |
| POINT OF CONTACT | Sherry Sporina |
| FLAG FORM | Add Flag |


F. Certifications

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


Yes

2. THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, GENERAL PARTNERSHIPS, AND SINGLE MEMBER LLCs, BUT IS NOT OTHERWISE APPLICABLE. VENDOR CERTIFIES HE/SHE IS NOT IN DEFAULT ON AN EDUCATIONAL LOAN. 5 ILCS 385/3 

N/A

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

Yes

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

No


5. VENDOR CERTIFIES IT HAS NEVER BEEN CONVICTED OF BRIBING OR ATTEMPTING TO BRIBE AN OFFICER OR EMPLOYEE OF THE STATE OF ILLINOIS OR ANY OTHER STATE, NOR MADE AN ADMISSION OF GUILT OF SUCH CONDUCT THAT IS A MATTER OF RECORD. 30 ILCS 500/50-5 

EXHIBIT "1"

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

13. VENDOR CERTIFIES THAT IF IT HIRES A PERSON REQUIRED TO REGISTER UNDER THE LOBBYIST REGISTRATION ACT TO ASSIST IN OBTAINING ANY STATE CONTRACT, THAT NONE OF THE LOBBYIST'S COSTS, FEES, COMPENSATION, REIMBURSEMENTS OR OTHER REMUNERATION WILL BE BILLED TO THE STATE. 30 ILCS 500/50-38

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

EXHIBIT "1"

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

Yes

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

N/A

G. Board of Elections (BOE)

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

Yes, I certify my business is registered with BOE.

13254

Additional Information

STAFF ATTACHED FILE(S)

Attach File

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

Customer Support

Copyright © 2018 B2Gnow. All rights reserved.

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

Vendor Registration: View Form

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


Christopher B. Burke Engineering, Ltd.

System Vendor Number: 20316284

[Return to Main Form](#)

| Vendor Registration | |
|---------------------|---|
| FORM NAME | H. Iran Disclosure |
| DESCRIPTION | Complete section H, in order to submit this form. |
| DATE SUBMITTED | 4/16/2018 |
| STATUS | Accepted |
| BUSINESS NAME | Christopher B. Burke Engineering, Ltd. |
| POINT OF CONTACT | Sherry Sporina |
| FLAG FORM | Add Flag |

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

| Additional Information |
|---|
| <p>STAFF ATTACHED FILE(S)</p> <div style="text-align: center; margin: 10px 0;">  </div> <p style="text-align: center; font-size: small;">Refresh List after attaching file(s).</p> |

Vendor Registration: View Form

Help & Tools 

| | | | | | | | | | |
|--|----------------|-------|-----------------|-------------------|----------|---------|----------------|--------------------------------|---------------|
| General | Public Profile | Users | Commodity Codes | Contacts & Owners | Comments | Reviews | Certifications | Site Visits | Registrations |
| Christopher B. Burke Engineering, Ltd. | | | | | | | | System Vendor Number: 20316284 | |

Return to Main Form

Vendor Registration

| | |
|------------------|--|
| FORM NAME | I. Financial Disclosure & Conflicts of Interest |
| DESCRIPTION | Complete the Financial Disclosure & Conflicts of Interest form |
| DATE SUBMITTED | 4/16/2018 |
| STATUS | Accepted |
| BUSINESS NAME | Christopher B. Burke Engineering, Ltd. |
| POINT OF CONTACT | <u>Sherry Sporina</u> |
| FLAG FORM | <u>Add Flag</u> |

I. Financial Disclosures & Conflicts of Interest

A. IDENTIFY THE APPLICABLE ENTITY TYPE.

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

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

No

C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST

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

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

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

| Document | Status |
|---|---|
| List of individuals or entities meeting one or more of the listed thresholds. <u>ipg percentage of ownership and distributive income form 040918.pdf</u> (PDF, 352.76 KB) | Attached by Sherry Sporina on 4/9/2018 |

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

Yes

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

EXHIBIT "1"

OF THE BUSINESS HAVE BEEN DISCLOSED IN QUESTION 1.

Yes

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

Not applicable - For-Profit Entity

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

No

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

No

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

No

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

No

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

Not applicable - I answered No in Questions 5-8

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

Not applicable - I answered No in Questions 5-8

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

No

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

No

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

No

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

EXHIBIT "1"

THE PREVIOUS 2 YEARS?

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

EXHIBIT "1"

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

Vendor Name: Christopher B. Burke Engineering, Ltd.

DBA: N/A

INSTRUCTIONS:

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

| Name | Address | % of Ownership | \$ Value of Ownership | % of Distributive Income | \$ Value of Distributive Income |
|---------------------------|------------|---------------------------|---------------------------|---------------------------|---------------------------------|
| Christopher B. Burke | [REDACTED] | 72 | Click here to enter text. | 72 | Click here to enter text. |
| Thomas T. Burke, Jr. | [REDACTED] | 28 | Click here to enter text. | 28 | Click here to enter text. |
| Click here to enter text. | | Click here to enter text. | Click here to enter text. | Click here to enter text. | Click here to enter text. |
| Click here to enter text. | | Click here to enter text. | Click here to enter text. | Click here to enter text. | Click here to enter text. |
| Click here to enter text. | | Click here to enter text. | Click here to enter text. | Click here to enter text. | Click here to enter text. |



From: Carrie Kinney
Sent: Wednesday, June 27, 2018 9:15 AM
To: Donna Nicholas <dnicholas@kloainc.com>
Subject: FW: RR-18-4383 Christopher B. Burke Engineering, Ltd. - Insurance

See below comments on COI.

Carolyn B. Kinney
Contract Manager
Christopher B. Burke Engineering, Ltd.
9575 W. Higgins Road, Suite 600 Rosemont, IL 60018
Phone: (847) 823-0500 Fax: (847) 939-5056
Cell: 630-605-9073
E-Mail: ckinney@cbbel.com
www.cbbel.com

From: Gomez, Graciela [<mailto:ggomez@getipass.com>]
Sent: Wednesday, June 27, 2018 9:12 AM
To: Carrie Kinney <ckinney@cbbel.com>
Subject: FW: RR-18-4383 Christopher B. Burke Engineering, Ltd. - Insurance

FYI –the email below was rejected on my end.

From: Gomez, Graciela
Sent: Wednesday, June 27, 2018 9:10 AM
To: 'Carrie Kinney '
Cc: Nutter, Nicole; 'Michael Matkovic'
Subject: FW: RR-18-4383 Christopher B. Burke Engineering, Ltd. - Insurance

Carrie,

Please address the comments below and submit revised/additional insurance documentation.

Thank you,
Grace
630 241-6800
Ext. 3836

From: Thomas, Mark
Sent: Wednesday, June 27, 2018 8:55 AM
To: Gomez, Graciela
Subject: RE: RR-18-4383 Christopher B. Burke Engineering, Ltd. - Insurance

Grace,

Following are comments on the insurance documentation submitted on behalf of Christopher B. Burke Engineering, Ltd. for contract RR-18-4383:

- Certificate of Liability Insurance number 2017-2018 dated 06/26/2018, and attachments: this insurance documentation appears to meet the standard professional services agreement insurance requirements.
- Certificate of Liability Insurance number 149811023 dated 5/25/2018 for Professional Liability:
 - The COI is not current. Insurance documentation must be current, with issue dates no more than 30 days prior to the date of review.
 - The COI does not include any information indicating why it has been issued. The Illinois Tollway contract number and a description of goods or services to be provided must be included in the Description of Operations section of the COI.

Please request revised/additional insurance documentation that addresses the above comments.

Mark R. Thomas, CRIS
Construction Insurance Analyst
Illinois Tollway
(630) 241-6800 ext. 4474
mthomas@getipass.com
www.illinoistollway.com

From: Gomez, Graciela
Sent: Tuesday, June 26, 2018 12:36 PM
To: Thomas, Mark
Subject: RR-18-4383 Christopher B. Burke Engineering, Ltd. - Insurance

Mark,

Please see attached COI for RR-18-4383 Christopher B. Burke Engineering, Ltd.

Thank you.
Grace,
Ext. 3836

From: Carrie Kinney [<mailto:ckinney@cbbel.com>]
Sent: Tuesday, June 26, 2018 10:31 AM
To: Gomez, Graciela
Cc: Nutter, Nicole; Michael Matkovic
Subject: COI PSB 18-2

Carolyn B. Kinney
Contract Manager
Christopher B. Burke Engineering, Ltd.
9575 W. Higgins Road, Suite 600 Rosemont, IL 60018
Phone: (847) 823-0500 Fax: (847) 939-5056
Cell: 630-605-9073
E-Mail: ckinney@cbbel.com

www.cbbel.com

From: Donna Nicholas

Sent: Tuesday, June 26, 2018 10:26 AM

To: Sherry Spórina <ssporina@cbbel.com>; Carrie Kinney <ckinney@cbbel.com>; Michael Matkovic <mmatkovic@cbbel.com>

Subject: PSB 18-2

Good Morning

I believe that these COI's are correct, please let me know if you need anything changed.

Thank you

Donna M. Nicholas

Christopher B. Burke Engineering, Ltd.

9575 W. Higgins Road, Suite 600 Rosemont, IL 60018

Phone: (847) 823-0500 Fax: (847) 939-5056

E-Mail: dnicholas@cbbel.com

www.cbbel.com

The information contained in this e-mail is intended only for the individual or entity to whom it is addressed and should not be opened, read or utilized by any other party. This message shall not be construed as official project information or as direction except as expressly provided in the contract document. Its contents (including any attachments) may contain confidential and/or privileged information. If you are not an intended recipient you must not use, disclose, disseminate, copy or print its contents. If you receive this e-mail in error, please notify the sender by reply e-mail and delete and destroy the message.

E-MAIL CONFIDENTIALITY NOTICE: This electronic mail message, including any attachments, is for the intended recipient(s) only. This e-mail and any attachments might contain information that is confidential, legally privileged or otherwise protected or exempt from disclosure under applicable law. If you are not a named recipient, or if you are named but believe that you received this e-mail in error, please notify the sender immediately by telephone or return e-mail and promptly delete this e-mail and any attachments and copies thereof from your system. If you are not the intended recipient, please be aware that any copying, distribution, dissemination, disclosure or other use of this e-mail and any attachments is unauthorized and prohibited. Your receipt of this message is not intended to waive any applicable privilege or claim of confidentiality, and any prohibited or unauthorized disclosure is not binding on the Illinois State Toll Highway Authority. Thank you for your cooperation.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/27/2018

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

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

| | | |
|--|---|--------------------------------------|
| PRODUCER Assurance Agency, Ltd. One Century Centre 1750 E. Golf Road Schaumburg, IL 60173 | CONTACT NAME: Shawna Zamora PHONE (A/C, No, Ext): (847) 463-7120 E-MAIL ADDRESS: szamora@assuranceagency.com | FAX (A/C, No): (847) 440-9127 |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED CHRIBBU-01 Christopher B. Burke Engineering, LTD 9575 W. Higgins Road Suite 600 Rosemont IL 60018 | INSURER A: Starr Surplus Lines Insurance Company | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: 149811023

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|-----------------|-------------------------|-------------------------|--|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | <input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Professional Liability | | | SLSLPRO26220018 | 6/1/2018 | 6/1/2019 | Each Occurrence \$2,000,000 General Aggregate \$4,000,000 |

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

Project number P180157 - Contract number RR-18-4383, PSB 18-2 Item 1

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



© 1988-2010 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/26/2018

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 Donne Insurance Group, Inc 7777 W. 159th Street Suite B Tinley Park IL 60477 | | CONTACT NAME: Gall Pope PHONE (A/C, No, Ext): (708) 429-3100 E-MAIL ADDRESS: Gall.Pope@DonneInsurance.com FAX (A/C, No): (708) 429-3105 | | | | | | | | | | | | | | | |
|---|--------|---|--|-------------------------------|--------|-------------------------------|-------|------------------------------------|-------|---------------------------------|-------|--|-------|------------|--|------------|--|
| INSURED Christopher B. Burke Engineering Ltd. 9575 W. Higgins Road Suite 600 Rosemont IL 60018 | | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: The Phoenix Ins Co</td> <td>25623</td> </tr> <tr> <td>INSURER B: Travelers Ind Co Of Con</td> <td>25682</td> </tr> <tr> <td>INSURER C: The Travelers Ind Co</td> <td>25658</td> </tr> <tr> <td>INSURER D: Travelers Casualty & Surety</td> <td>19038</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table> | | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: The Phoenix Ins Co | 25623 | INSURER B: Travelers Ind Co Of Con | 25682 | INSURER C: The Travelers Ind Co | 25658 | INSURER D: Travelers Casualty & Surety | 19038 | INSURER E: | | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | | | |
| INSURER A: The Phoenix Ins Co | 25623 | | | | | | | | | | | | | | | | |
| INSURER B: Travelers Ind Co Of Con | 25682 | | | | | | | | | | | | | | | | |
| INSURER C: The Travelers Ind Co | 25658 | | | | | | | | | | | | | | | | |
| INSURER D: Travelers Casualty & Surety | 19038 | | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** 2017-2018 **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 | ADOL | SUBR | INSR | 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"/> Blanket Contractual Liab | Y | Y | Y | Y | 680-3H482979 | 10/15/2017 | 10/15/2018 | EACH OCCURRENCE \$ 1,000,000 |
| | GENT. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER: | | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> AUTOS ONLY | Y | Y | Y | Y | BA-6760L521 | 10/15/2017 | 10/15/2018 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | | | BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| C | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | Y | Y | Y | Y | CUP-2C769665 | 10/15/2017 | 10/15/2018 | EACH OCCURRENCE \$ 10,000,000 |
| | <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | | | | | | AGGREGATE \$ 10,000,000 |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | Y | Y | UB-7J091851 | 10/15/2017 | 10/15/2018 | <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)

Project number P180157 - Contract number RR-18-4383. PSB 18-2 Item 1 - Additional Insured: Illinois State Toll Highway Authority. General liability policy includes blanket additional insured status, primary and non-contributory coverage and waiver of subrogation, in any contract or agreement requiring insurance. Workers compensation policy includes waiver of subrogation. 30 day notice of cancellation. Umbrella follows form.

CERTIFICATE HOLDER

Illinois State Toll Highway Authority
 2700 Ogden Avenue
 One Authority Drive
 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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|--|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|--|--|

PROVISIONS

A. BROAD FORM NAMED INSURED

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

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

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

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

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

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

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

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:**

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:**

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:**

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:**

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:**

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS:**

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:**

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV - BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

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

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

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

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

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – **COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

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

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

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.





WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00)-01

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ALL PERSONS OR ORGANIZATIONS THAT ARE PARTIES TO A CONTRACT
THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT, PROVIDED YOU
EXECUTED THE CONTRACT BEFORE THE LOSS.

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-18-4383

Proposal Date: 6/21/2018

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-18-4383

Consultant: Christopher B. Burke Engineering, Ltd.

Grand Total Exhibit A Hours: 15714

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | MONTHS of YEAR 2018 | | | | | | | | | | | | TOTAL HOURS |
|-----------------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|
| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | |
| PUR Task Orders - TBD | | | | | | | | 325 | 325 | 316 | 300 | 300 | 1566 |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| TOTALS | | | | | | | | 325 | 325 | 316 | 300 | 300 | 1566 |

Contract Number: RR-18-4383

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 | | |
| PUR Task Orders - TBD | 262 | 262 | 262 | 262 | 262 | 262 | 262 | 262 | 262 | 262 | 262 | 262 | 262 | 3144 |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| TOTALS | 262 | 262 | 262 | 262 | 262 | 262 | 262 | 262 | 262 | 262 | 262 | 262 | 262 | 3144 |

Contract Number: RR-18-4383

Consultant: Christopher B. Burke Engineering, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | MONTHS of YEAR 2021 | | | | | | | | | | | | TOTAL HOURS | |
|-----------------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|------|
| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | | |
| PUR Task Orders - TBD | 262 | 262 | 262 | 262 | 262 | 262 | 262 | 262 | 262 | 262 | 262 | 262 | 262 | 3144 |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| TOTALS | 262 | 262 | 262 | 262 | 262 | 262 | 262 | 262 | 262 | 262 | 262 | 262 | 262 | 3144 |

Rev. 5/2018

PSB 18-1 and Later ONLY

Contract Number: RR-18-4383

Consultant: Christopher B. Burke Engineering, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | MONTHS of YEAR 2023 | | | | | | | | | | | | TOTAL HOURS | | | | |
|-----------------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|--|--|--|------|
| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | | | | | |
| PUR Task Orders - TBD | 262 | 262 | 262 | 262 | 262 | 262 | | | | | | | | | | | 1572 |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| TOTALS | 262 | 262 | 262 | 262 | 262 | 262 | | | | | | | | | | | 1572 |

Contract No.: RR-18-4383

Consultant: Christopher B. Burke Engineering, Ltd.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

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

- C. **OVERTIME PREMIUM**

- D. **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

SB Friedman Development Advisors

TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized) \$ 144,039.20

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

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

Vehicles (Only for Vehicles assigned to project)

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

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

NOTES:

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

Contract No.: RR-18-4383

Consultant: Christopher B. Burke Engineering, Ltd.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

QC/QA -Roadway Michael Kerr

Project Manager: Michael Matkovic

Project Engineer: Melissa McGhee

Planning Lead _____

Project Civil Engineer: _____

Project Structural Engineer: Majid Mobasseri

Project Drainage Engineer: Jonathan O'Connell

Enironmental Lead _____

Name: _____

Classification: _____

Name: _____

Classification: _____

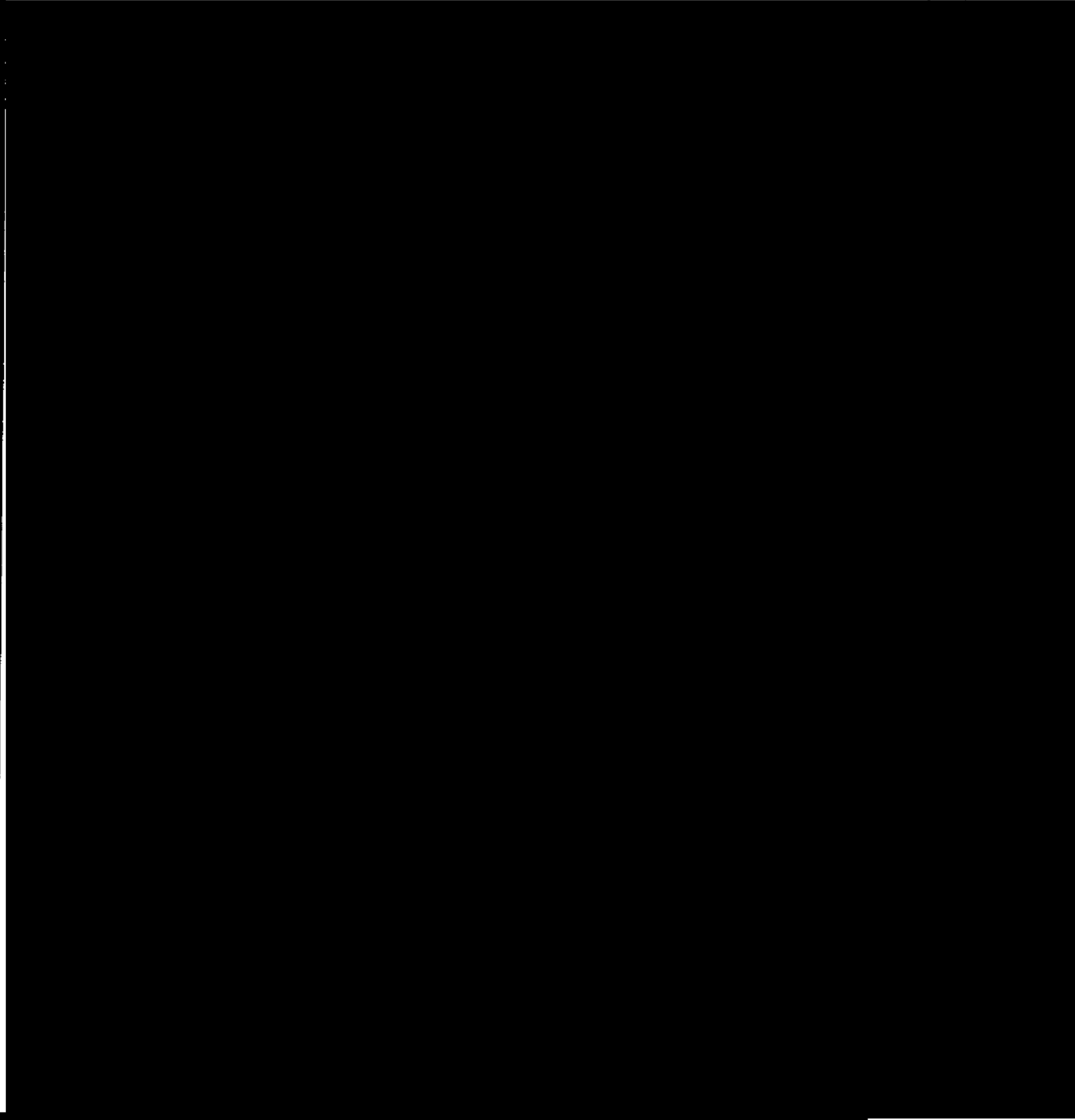
Name: _____

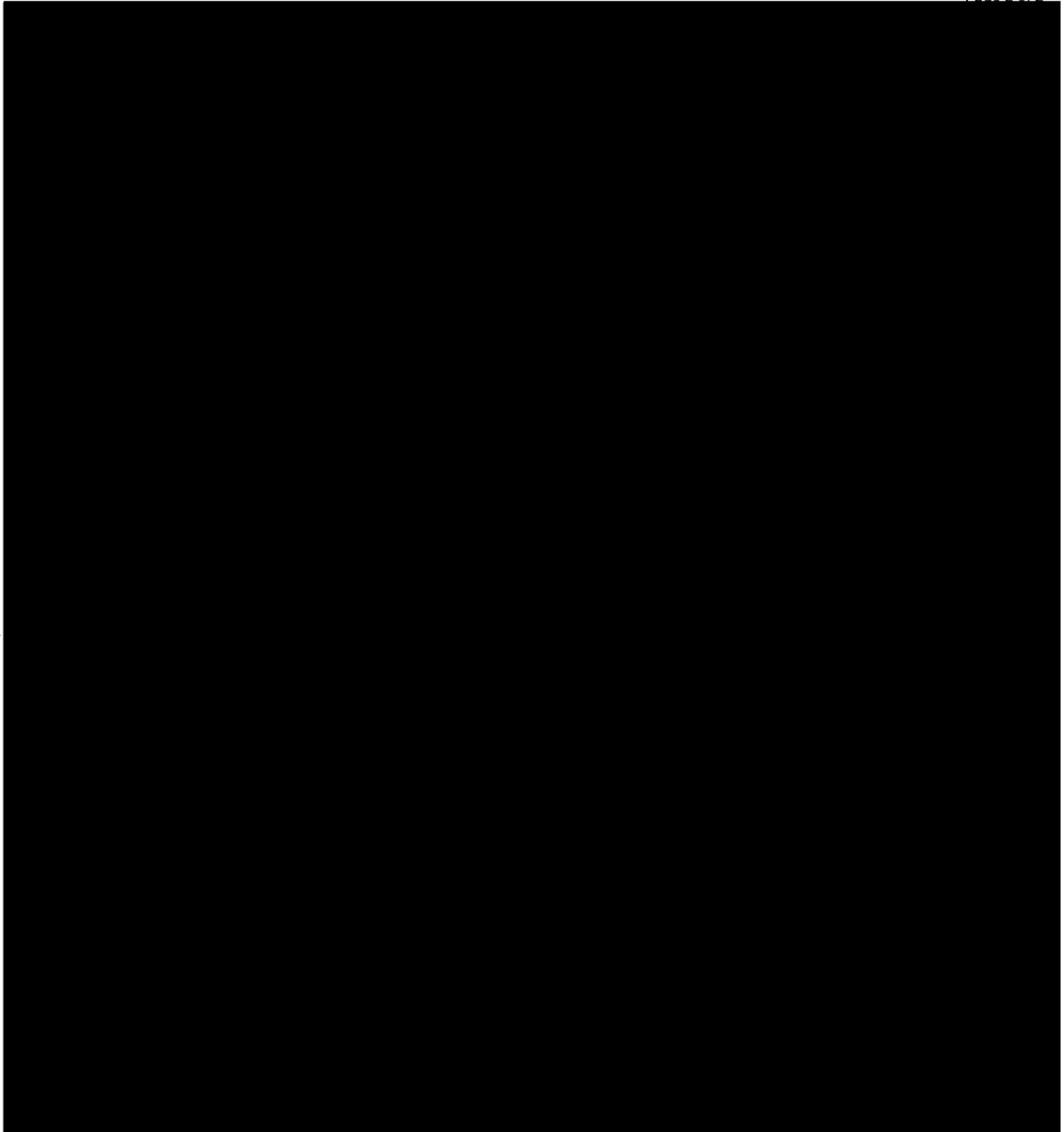
Classification: _____

Name: _____

Classification: _____

MICHAEL KERR, PE
Executive Vice President, Head, Civil Engineering Department



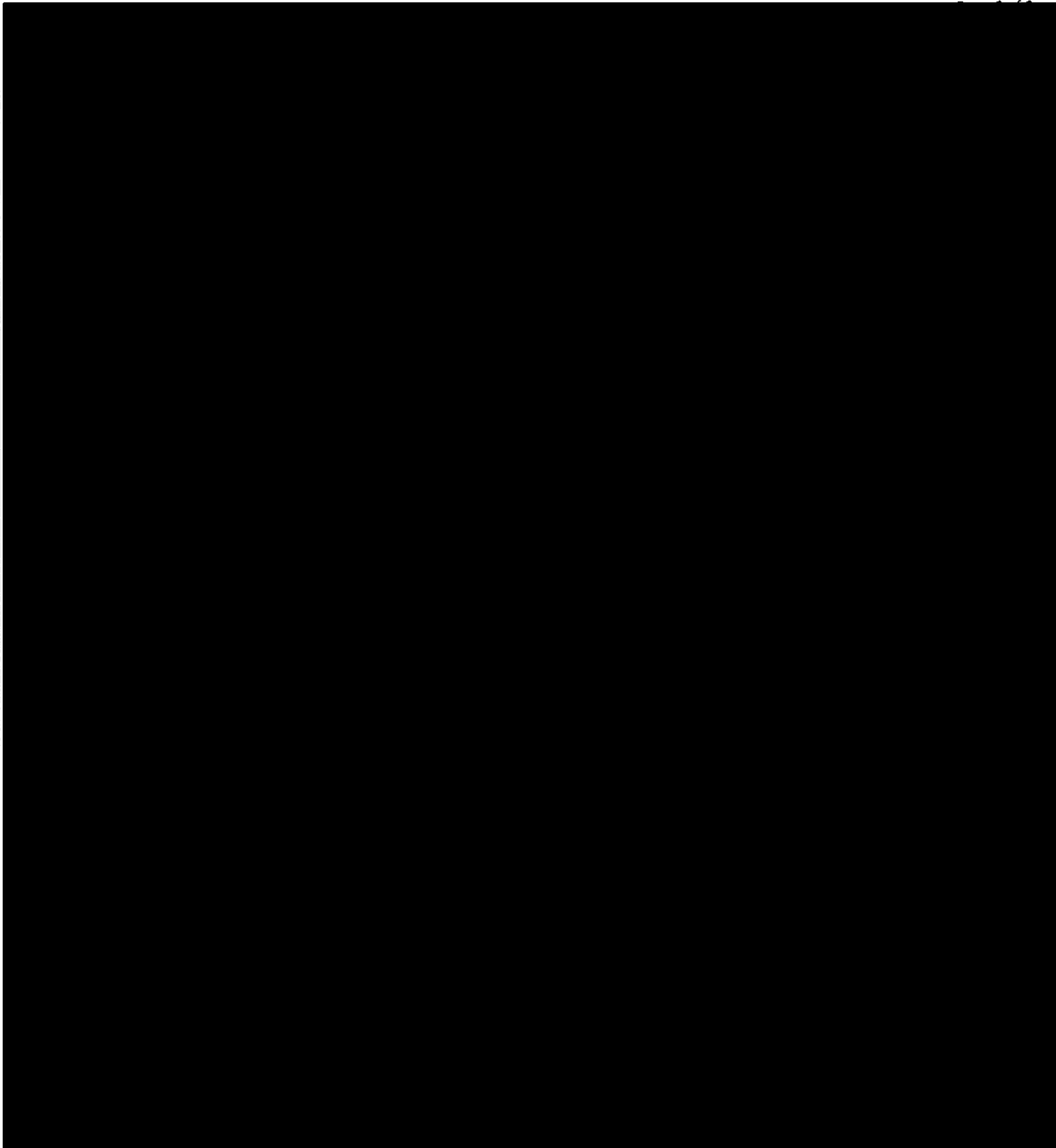


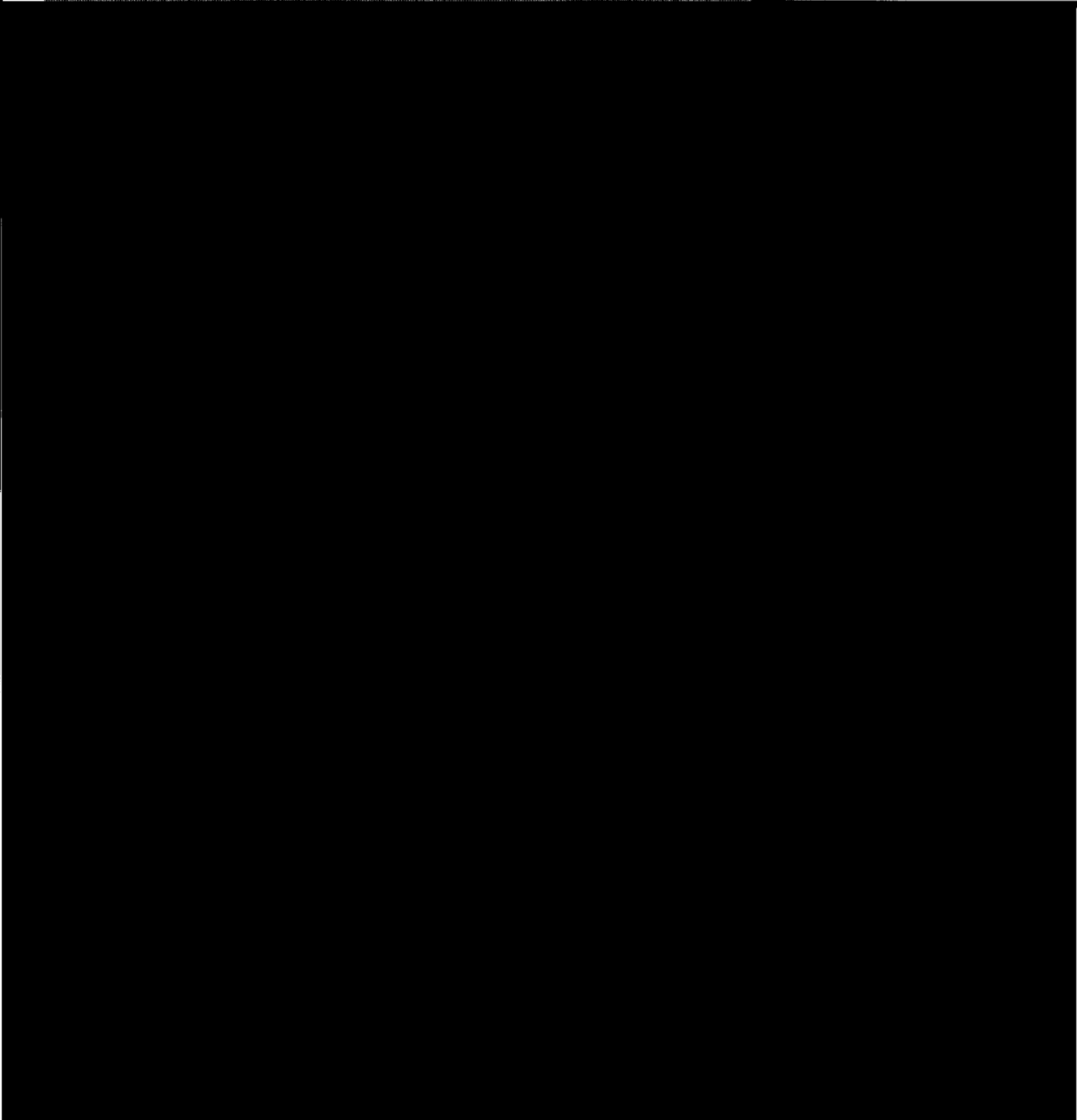
Project manager and Environmental Lead responsible to:



MICHAEL MATKOVIC, PE
Vice President, Head, Phase I Engineering Department







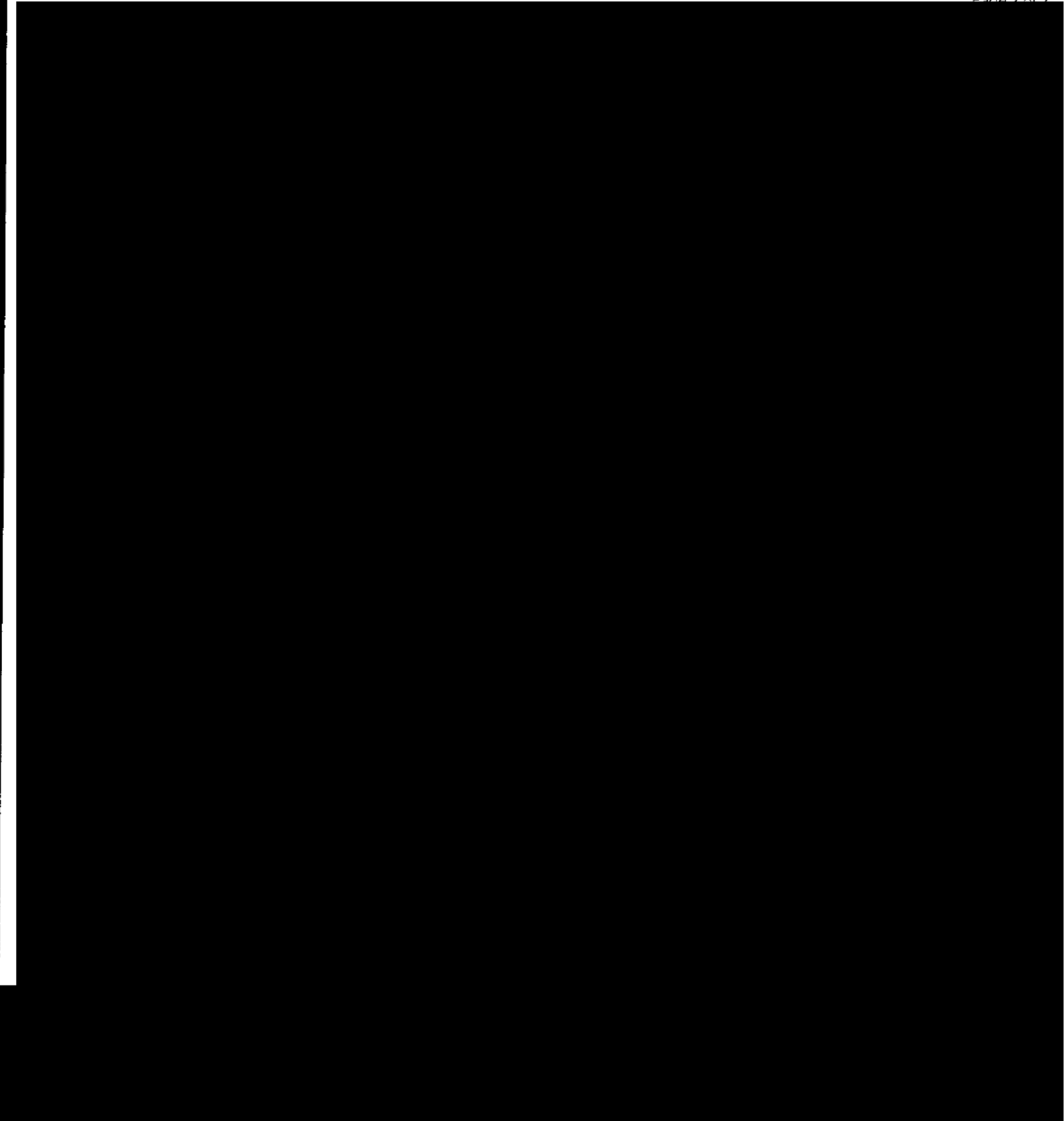
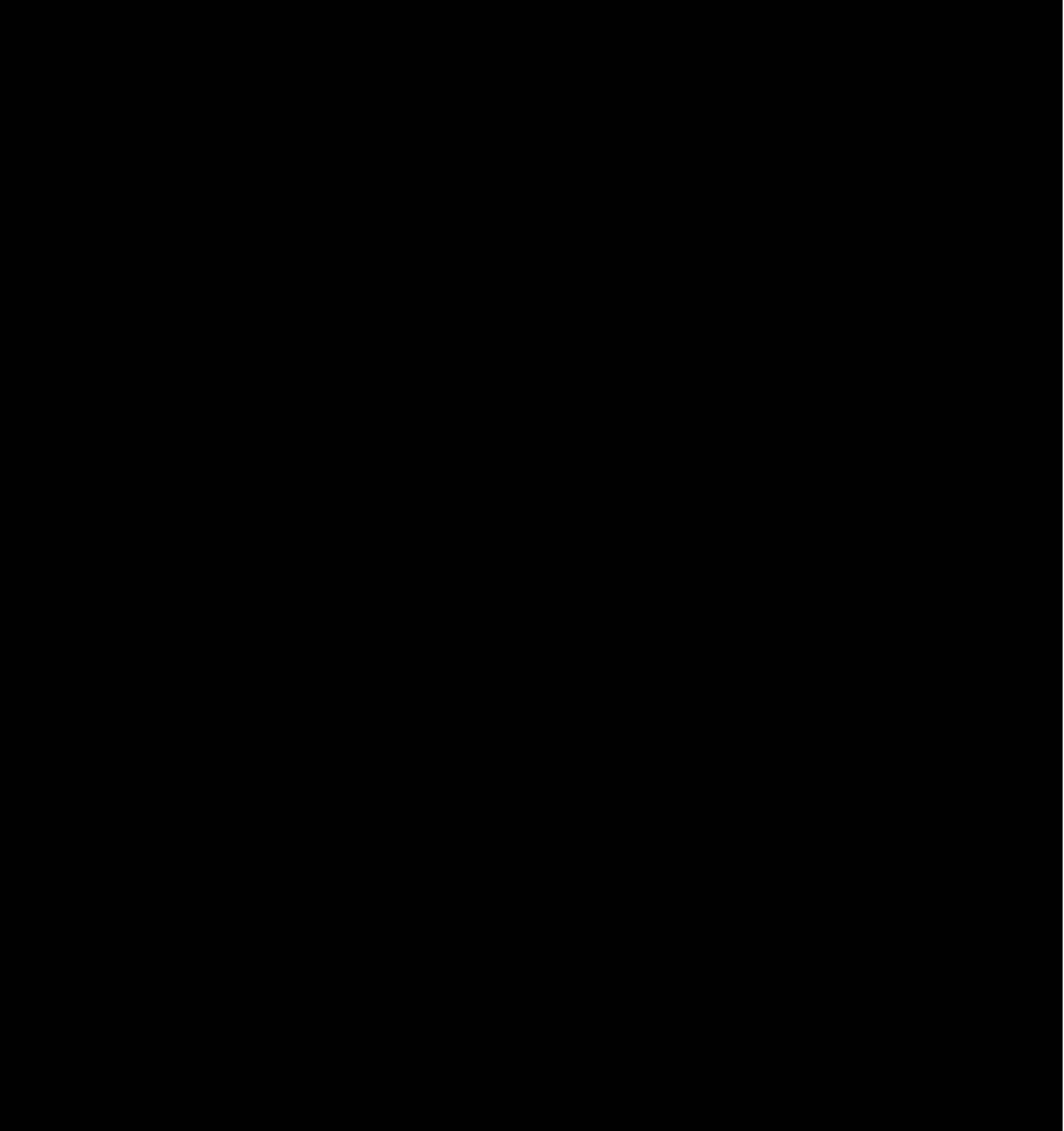
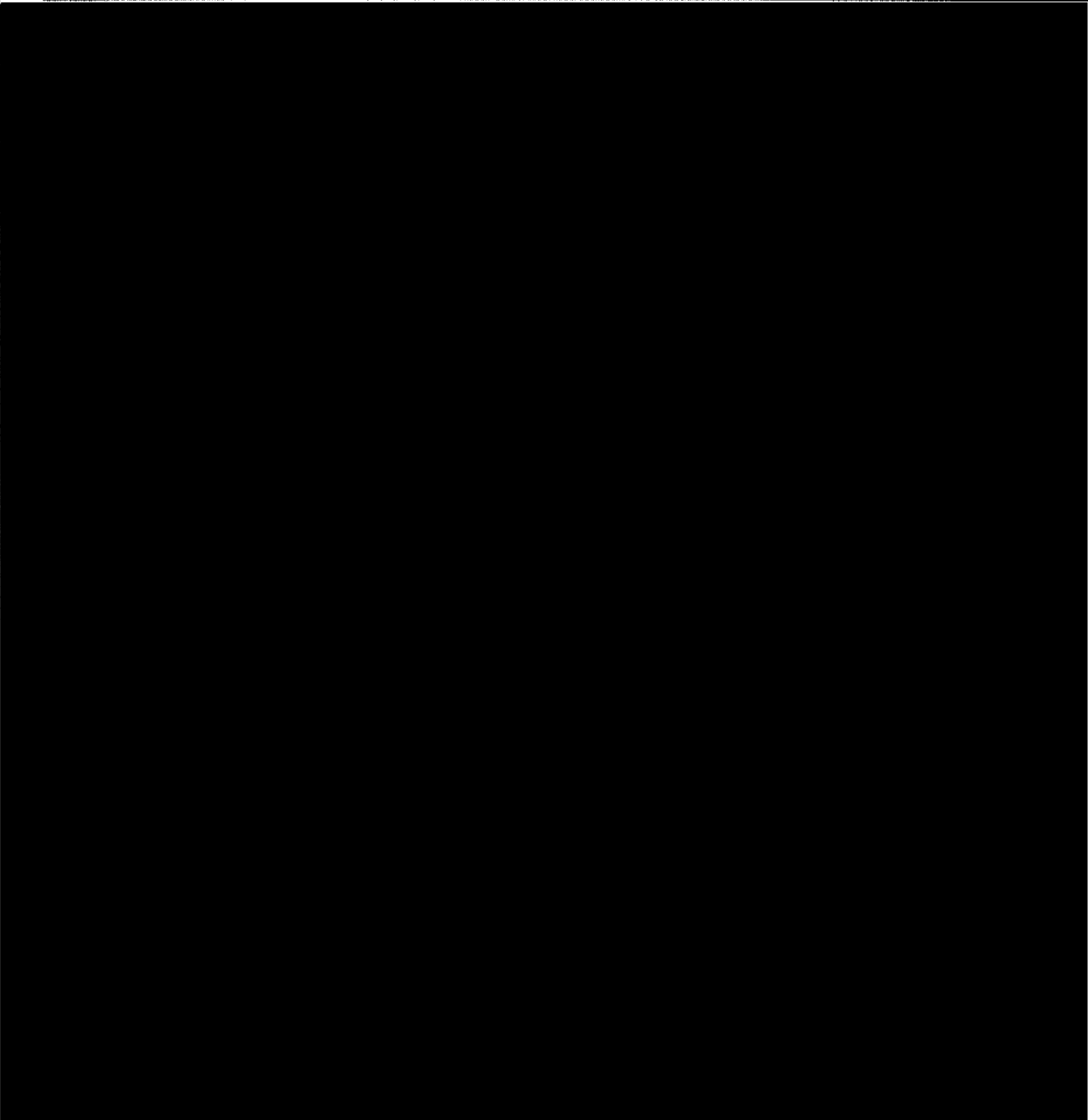


EXHIBIT 1







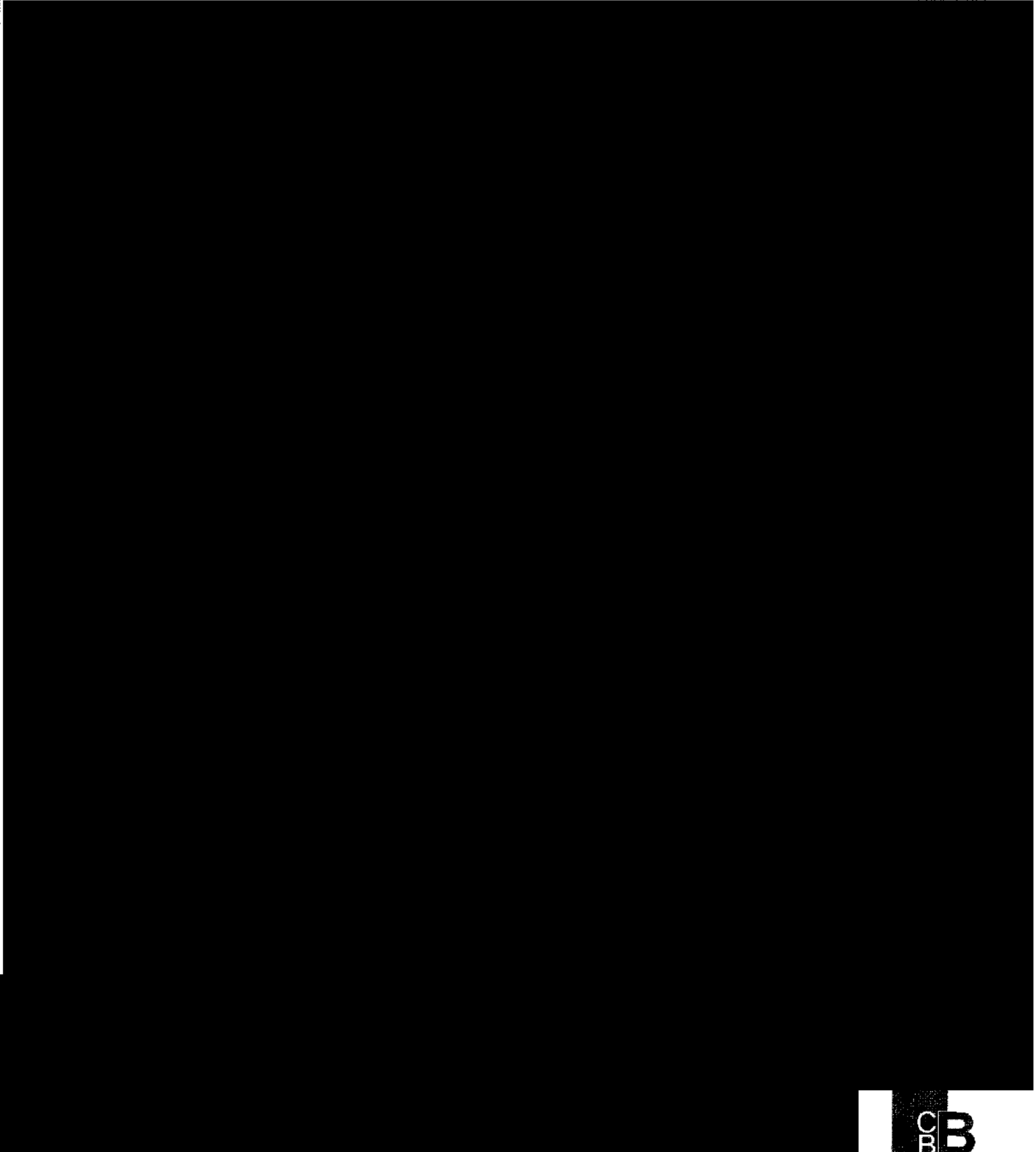


EXHIBIT F

CONTRACT RR-18-4383

(Christopher B. Burke Engineering, Ltd.)

SCOPE OF SERVICES

This Planning Upon Request contract is intended to supplement the master plan that was completed for the Central Tri-State (CTS) corridor, with individual Task Orders issued on an as needed basis. As other Tollway or local projects emerge during the CTS design phase, this PUR contract will provide the ability to adequately plan and prepare for how these projects can either be incorporated into the overall project or how we can ensure that adding these projects in the future will not be precluded. Potential projects include: new/expanded interchanges, transit accommodations, truck parking, bicycle/pedestrian improvements, and others. Any local requests will be considered in accordance with the Tollway cost sharing policies and guidelines. This PUR contract further provides the ability to advance these requests in a timely manner to incorporate them into CTS contract plans when feasible.

Tasks as part of this PUR contract may include, but not be limited to:

1. Perform interchange studies.
2. Perform drainage studies.
3. Perform environmental studies. GIS environmental resource analysis to identify potential issues related to wetlands, biological resources, public lands, stormwater management, ground and surface water, cultural and social resources, noise, air, hazardous/special waste, land use, zoning, etc.
4. Perform INVEST planning evaluations and design evaluations.
5. Perform geotechnical studies which incorporate pavement and soil borings to determine future pavement design.
6. Perform topographic survey.
7. Provide project scope and contract packaging.
8. Provide a project cost estimate.
9. Develop a project schedule.
10. Prepare a Project Master Plan report which will include geometrics, drainage, construction staging, design criteria, cost benefit analysis, alternatives analysis, and all other appurtenant and miscellaneous items.
11. Perform Type, Size and Location (TS&L) drawings for the structures.
12. Provide Maintenance and Operating budget analysis.
13. Provide signing plan.
14. Perform utility coordination.
15. On call and as-needed work related on the Tollway system.

EXHIBIT G

Contract No. RR-18-4383

Christopher B. Burke Engineering, Ltd.

CURRENT OBLIGATIONS FOR PROJECT

| Route & Job No. | Work Scope & Description of Project | Fee (Including all Supplementals and Extra Work Orders) | Fee Remaining To Be Earned | Estimated Date of Completion |
|----------------------------|--|--|-----------------------------------|-------------------------------------|
| Prime | | | | |
| RR-11-4032 | Environmental Services Upon Request | \$5,000,000.00 | \$25,000.00 | 5/1/2018 |
| Sub | | | | |
| I-11-4014 | Elgin O'Hare Bypass Sub to CH2M Hill | \$498,139.92 | \$232,449.00 | 5/31/2018 |
| I-12-4080 | Illinois 53 Extension Sub to Transystems | \$800,000.00 | | 4/1/2019 |
| RR-14-4221 | Tri State Tollway- Mile Long Bridge Sub to Locher, HDR, Quigg | \$1,326,200.00 | \$538,500.00 | 3/31/2020 |
| RR-14-4222 | Tri State Tollway-BNSF Rail Sub to Bowman Barrett | \$1,038,371.00 | \$295,750.00 | 8/31/2019 |
| I-15-4656 | EOWA I-294 to I-290 Trio Sub Benesch/CBBEL/Lin JV | \$2,392,203.00 | \$1,011,632.00 | 5/31/2019 |
| I-14-4190 | I-90 BCP Tollway Partners JV | JV=9,499,523 CBBEL=2,176,971.36 | \$0.00 | 7/1/2017 |
| I-17-4303 | Tri-State O'Hare Oasis to Balmoral Sub to Bowman Barrett | \$1,816,284.00 | \$872,000.00 | 11/30/2022 |
| IDOT | | | | |
| P-91-004-09 | Various Safety Assessments | \$600,000.00 | \$100,000.00 | 1/28/2018 |
| P-91-007-09 | IL 47 doe US 14 to Charles Road Sub to Strand | \$469,000.00 | \$162,000.00 | 3/1/2017 |
| P-91-388-10 | US 45 (form IL 132 to IL 173) | \$1,655,172.00 | \$14,000.00 | 4/30/2018 |
| P-91-003-11 | Phase I Various Studies | \$2,400,000.00 | \$3,000.00 | 6/30/2020 |
| P-91-597-10 | I-290 West of US 12/20/45 Sub to Parsons Brinckerhoff | \$1,489,117.00 | \$54,000.00 | 12/1/2017 |

EXHIBIT G

Contract No. RR-18-4383

Christopher . 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-91-762-10 | I-55 from I-355 to I-94 - | | | | |
| | | \$2,017,733.00 | \$595,000.00 | 11/23/2018 | |
| C-91-75-13 | Construction Inspection at I-90 | | | | |
| | | \$2,091,291.00 | \$204,850.00 | 11/01/2015 | |
| D-91-01-14 | I1 47 form US 14 to S of IL 176 Sub to Strand | | \$244,927.00 | \$143,000.00 | 4/22/2019 |
| D-91-467-14 | FAU 2857 Wood Street from North of Little Calumet River to South of US6 Sub to Infrastructure | \$229,168.0 | \$30,000.00 | 07/03/2017 | |
| P-91-119-14 | Various Phase I Contracts | | \$1,200,000.00 | \$362,000.00 | 2/01/201 |
| D-60-031-15 | Various Seat Projects | | \$400,000.00 | \$26,000.00 | 3/01/201 |
| P-91-224-16 | Various Phase I Contracts | | \$1,200,000.00 | \$790,000.00 | 8/30/201 |
| P-91-05-18 | Interstate 90 from Interstate 94 to South of Ohio Street Sub to Lochner | | Still in 1 | Still in Negotiation | |
| D-60-001-18 | Various Seat Projects | | \$300,000.00 | \$298,000.00 | 1/01/202 |
| P-91-014-18 | Phase I IL 53 from IL 62 to US 12 Sub to RS+H | | Still in 1 | Still in Negotiation | |
| City of Chicagc | Various Contracts | | \$40,000,000.00 | \$13,000.00 | Various |
| All Other Work | Various Contracts | | \$42,415,000.00 | \$12,885,000.00 | Various |
| Public & Private | | | | | |

EXHIBIT H - SERVICES BY OTHERS

Exhibits A-B, D-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-B, D-G for second tier subconsultants.

DBE/MBE/WBE SUBCONSULTANTS

| | |
|---|--|
| <p>1 <u>Dama Consultants</u></p> <p>Direct Labor \$ 149,632.00</p> <p>Direct Costs \$ 368.00</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ 150,000.00</p> | <p>6 <u>Rubino Engineering, Inc.</u></p> <p>Direct Labor \$ 129,979.02</p> <p>Direct Costs \$ 20,020.98</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 150,000.00</p> |
| <p>2 <u>Gasperec Elberts Consulting</u></p> <p>Direct Labor \$ 246,834.00</p> <p>Direct Costs \$ 3,166.00</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ 250,000.00</p> | <p>7 <u>EJM Engineering, Inc. (Transmart/EJM Corporation)</u></p> <p>Direct Labor \$ 236,950.70</p> <p>Direct Costs \$ 13,049.30</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 250,000.00</p> |
| <p>3 <u>M Squared Engineering</u></p> <p>Direct Labor \$ 244,944.00</p> <p>Direct Costs \$ 5,056.00</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 250,000.00</p> | <p>8 _____</p> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p> |
| <p>4 <u>OSEH Inc.</u></p> <p>Direct Labor \$ 147,999.21</p> <p>Direct Costs \$ 2,000.79</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 150,000.00</p> | <p>9 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p> |
| <p>5 <u>Prairie Engineers, Inc.</u></p> <p>Direct Labor \$ 230,300.00</p> <p>Direct Costs \$ 19,700.00</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 250,000.00</p> | <p>10 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p> |

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ 1,450,000.00

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 1,450,000.00

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 29.00%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 29.00%

EXHIBIT H - SERVICES BY OTHERS (continued)

Exhibits A-B, D-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-B, D-G for second tier subconsultants.

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|--------------|------------|------------|--------------|----|----------|--------------------|----|---|------------------------|----|---|--------------------------------|----|------------|---|--------------|----|---|--------------|----|---|--------------------|----|---|------------------------|----|---|--------------------------------|----|---|
| <p>1 <u>Civiltech Engineering</u></p> <table border="0"> <tr><td>Direct Labor</td><td>\$</td><td>248,976.00</td></tr> <tr><td>Direct Costs</td><td>\$</td><td>1,024.00</td></tr> <tr><td>Services by Others</td><td></td><td></td></tr> <tr><td>Additional Services **</td><td></td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td>250,000.00</td></tr> </table> | Direct Labor | \$ | 248,976.00 | Direct Costs | \$ | 1,024.00 | Services by Others | | | Additional Services ** | | | Total this Subconsultant (ULC) | \$ | 250,000.00 | <p>6 _____</p> <table border="0"> <tr><td>Direct Labor</td><td></td><td></td></tr> <tr><td>Direct Costs</td><td>\$</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td>-</td></tr> </table> | Direct Labor | | | Direct Costs | \$ | - | Services by Others | \$ | - | Additional Services ** | \$ | - | Total this Subconsultant (ULC) | \$ | - |
| Direct Labor | \$ | 248,976.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direct Costs | \$ | 1,024.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Services by Others | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | \$ | 250,000.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direct Labor | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direct Costs | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Services by Others | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>2 <u>Patrick Engineering</u></p> <table border="0"> <tr><td>Direct Labor</td><td>\$</td><td>742,644.00</td></tr> <tr><td>Direct Costs</td><td>\$</td><td>7,356.00</td></tr> <tr><td>Services by Others</td><td></td><td></td></tr> <tr><td>Additional Services **</td><td></td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td>750,000.00</td></tr> </table> | Direct Labor | \$ | 742,644.00 | Direct Costs | \$ | 7,356.00 | Services by Others | | | Additional Services ** | | | Total this Subconsultant (ULC) | \$ | 750,000.00 | <p>7 _____</p> <table border="0"> <tr><td>Direct Labor</td><td>\$</td><td>-</td></tr> <tr><td>Direct Costs</td><td>\$</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td>-</td></tr> </table> | Direct Labor | \$ | - | Direct Costs | \$ | - | Services by Others | \$ | - | Additional Services ** | \$ | - | Total this Subconsultant (ULC) | \$ | - |
| Direct Labor | \$ | 742,644.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direct Costs | \$ | 7,356.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Services by Others | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | \$ | 750,000.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direct Labor | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direct Costs | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Services by Others | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>3 <u>Orion Engineers, LLC- (VSOB)</u></p> <table border="0"> <tr><td>Direct Labor</td><td>\$</td><td>249,018.00</td></tr> <tr><td>Direct Costs</td><td>\$</td><td>982.00</td></tr> <tr><td>Services by Others</td><td>\$</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td>250,000.00</td></tr> </table> | Direct Labor | \$ | 249,018.00 | Direct Costs | \$ | 982.00 | Services by Others | \$ | - | Additional Services ** | \$ | - | Total this Subconsultant (ULC) | \$ | 250,000.00 | <p>8 _____</p> <table border="0"> <tr><td>Direct Labor</td><td>\$</td><td>-</td></tr> <tr><td>Direct Costs</td><td>\$</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td>-</td></tr> </table> | Direct Labor | \$ | - | Direct Costs | \$ | - | Services by Others | \$ | - | Additional Services ** | \$ | - | Total this Subconsultant (ULC) | \$ | - |
| Direct Labor | \$ | 249,018.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direct Costs | \$ | 982.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Services by Others | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | \$ | 250,000.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direct Labor | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direct Costs | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Services by Others | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>4 _____</p> <table border="0"> <tr><td>Direct Labor</td><td>\$</td><td>-</td></tr> <tr><td>Direct Costs</td><td>\$</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td>-</td></tr> </table> | Direct Labor | \$ | - | Direct Costs | \$ | - | Services by Others | \$ | - | Additional Services ** | \$ | - | Total this Subconsultant (ULC) | \$ | - | <p>9 _____</p> <table border="0"> <tr><td>Direct Labor</td><td>\$</td><td>-</td></tr> <tr><td>Direct Costs</td><td>\$</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td>-</td></tr> </table> | Direct Labor | \$ | - | Direct Costs | \$ | - | Services by Others | \$ | - | Additional Services ** | \$ | - | Total this Subconsultant (ULC) | \$ | - |
| Direct Labor | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direct Costs | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Services by Others | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direct Labor | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direct Costs | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Services by Others | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>5 _____</p> <table border="0"> <tr><td>Direct Labor</td><td>\$</td><td>-</td></tr> <tr><td>Direct Costs</td><td>\$</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td>-</td></tr> </table> | Direct Labor | \$ | - | Direct Costs | \$ | - | Services by Others | \$ | - | Additional Services ** | \$ | - | Total this Subconsultant (ULC) | \$ | - | <p>10 _____</p> <table border="0"> <tr><td>Direct Labor</td><td>\$</td><td>-</td></tr> <tr><td>Direct Costs</td><td>\$</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td>-</td></tr> </table> | Direct Labor | \$ | - | Direct Costs | \$ | - | Services by Others | \$ | - | Additional Services ** | \$ | - | Total this Subconsultant (ULC) | \$ | - |
| Direct Labor | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direct Costs | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Services by Others | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direct Labor | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direct Costs | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Services by Others | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

** Additional services funds require prior authorization before use

TOTAL Non-DBE/MBE/WBE Subconsultants: \$ 1,250,000.00

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

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 1,250,000.00

Contract Information Sheet

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

Consultant Name: Civiltech Engineering, Inc.

Contract Number: RR-18-4383

Proposal Date: 6/21/2018

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-18-4383 Consultant: Civiltech Engineering, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | MONTHS of YEAR 2018 | | | | | | | | | | | | TOTAL HOURS | |
|---------------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|-----|
| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | | |
| PUR-Task Orders-TBD | | | | | | | | 36 | 36 | 36 | 36 | 36 | 36 | 180 |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| TOTALS | | | | | | | | 36 | 36 | 36 | 36 | 36 | 36 | 180 |

Contract Number: RR-18-4383 Consultant: Civiltech Engineering, 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 | | |
| PUR-Task Orders-TBD | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 360 |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| TOTALS | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 360 |

Contract Number: RR-18-4383

Consultant: Civiltech Engineering, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | MONTHS of YEAR 2021 | | | | | | | | | | | | TOTAL HOURS | |
|---------------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|-----|
| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | | |
| PUR-Task Orders-TBD | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 360 |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| TOTALS | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 360 |

Contract Number: RR-18-4383 Consultant: Civiltech Engineering, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | MONTHS of YEAR 2022 | | | | | | | | | | | | TOTAL HOURS | |
|---------------------|---------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-------------|------------|
| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | | |
| PUR-Task Orders-TBD | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 360 |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| TOTALS | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 360 |

Contract Number: RR-18-4383 Consultant: Civiltech Engineering, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | MONTHS of YEAR 2023 | | | | | | | | | | | | TOTAL HOURS | |
|---------------------|---------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-------------|------------|
| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | | |
| PUR-Task Orders-TBD | 30 | 30 | 30 | 30 | 30 | 30 | | | | | | | | 180 |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| TOTALS | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 180 |

Contract No.: RR-18-4383 Consultant: Civiltech Engineering, 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. **OVERTIME PREMIUM**

- D. **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, Overtime Premium, Allowable and Itemized) \$ 1,024.00

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

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

Vehicles (Only for Vehicles assigned to project)

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

The number of days will be calculated as follows:

For extended stay**- Number of days on job site plus one
Day to travel to and from job site

Weekly (hotel) – Number of days on job site plus one day to
Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

NOTES:

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

Contract No.: RR-18-4383

Consultant: Civiltech Engineering, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

EXHIBIT F

Contract No. RR-18-4383

Civiltech Engineering, Inc.

SCOPE OF SERVICES

InterchangeType & Intersection Design Studies, Traffic Anyalysis

EXHIBIT G

Contract No. RR-18-4383

Civiltech Engineering, Inc.

CURRENT OBLIGATIONS FOR PROJECT

| Route & Job No. | Work Scope & Description of Project | Fee (Including all Supplementals and Extra Work Orders) | Fee Remaining To Be Earned | Estimated Date of Completion |
|--------------------------------|--|--|---------------------------------------|---|
| I-12-4041 | EOWA; Lively to Supreme | \$3,373,260.00 | | |
| I-11-4029 | Services Upon Request (Appraisals) | On call as needed | | |
| I-13-4626 | EOWA; Advance Work Contracts | \$2,585,000.00 | | |
| I-14-4637 | EOWA; Wood Dale Road | \$2,186,000.00 | | |
| I-15-4655 | EOWA; Mainline Lively to Arlington Heights Road | \$4,044,000.00 | | |
| I-15-4660 | Appraisal Services | \$120,000.00 | | |
| I-16-4274 | Reagan Memorial Tollway; IL Rte 47 Interchange | \$2,066,000.00 | | |
| T 15-LAC-D | Appraisal Services | \$130,000.00 | | |
| T 18-LAC-D | Appraisal Services | \$5,000,000.00 | | |
| PTB 150/13 | Various Signal Studies | \$600,000.00 | | |
| PTB160/02 | US 30 from IL 31 to US 34 | \$3,363,000.00 | | |
| PTB 162/10 | US 6 over Marley Creek | \$936,558.00 | | |
| PTB 169/04 | US 6 (159th) US 45 to Will-Cook | \$2,680,000.00 | | |
| PTB 183/04 | IL 59 at US 20 | \$1,102,095.00 | | |

EXHIBIT H - SERVICES BY OTHERS

Exhibits A-B, D-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-B, D-G for second tier subconsultants.

DBE/MBE/WBE SUBCONSULTANTS

| | | |
|---|--------------------------------|------------|
| 1 | _____ | |
| | Direct Labor | _____ |
| | Direct Costs | _____ |
| | Services by Others | _____ |
| | Additional Services ** | _____ |
| | Total this Subconsultant (ULC) | \$ _____ - |

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

Exhibits A-B, D-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-B, D-G for second tier subconsultants.

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--------------------------------|---|--------------|----------|---|--------------|----------|---|--------------------|----------|---|------------------------|----------|---|--------------------------------|----------|---|----|---|--------------|----------|---|--------------|----------|---|--------------------|----------|---|------------------------|----------|---|--------------------------------|----------|---|
| 1 | <table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>_____</td><td></td></tr> <tr><td>Services by Others</td><td>_____</td><td></td></tr> <tr><td>Additional Services **</td><td>_____</td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> </table> | Direct Labor | _____ | | Direct Costs | _____ | | Services by Others | _____ | | Additional Services ** | _____ | | Total this Subconsultant (ULC) | \$ _____ | - | 6 | <table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> </table> | Direct Labor | _____ | | Direct Costs | \$ _____ | - | Services by Others | \$ _____ | - | Additional Services ** | \$ _____ | - | Total this Subconsultant (ULC) | \$ _____ | - |
| Direct Labor | _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direct Costs | _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Services by Others | _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direct Labor | _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direct Costs | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Services by Others | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | <table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>_____</td><td></td></tr> <tr><td>Services by Others</td><td>_____</td><td></td></tr> <tr><td>Additional Services **</td><td>_____</td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> </table> | Direct Labor | _____ | | Direct Costs | _____ | | Services by Others | _____ | | Additional Services ** | _____ | | Total this Subconsultant (ULC) | \$ _____ | - | 7 | <table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> </table> | Direct Labor | \$ _____ | - | Direct Costs | \$ _____ | - | Services by Others | \$ _____ | - | Additional Services ** | \$ _____ | - | Total this Subconsultant (ULC) | \$ _____ | - |
| Direct Labor | _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direct Costs | _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Services by Others | _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direct Labor | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direct Costs | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Services by Others | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | <table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> </table> | Direct Labor | \$ _____ | - | Direct Costs | \$ _____ | - | Services by Others | \$ _____ | - | Additional Services ** | \$ _____ | - | Total this Subconsultant (ULC) | \$ _____ | - | 8 | <table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> </table> | Direct Labor | \$ _____ | - | Direct Costs | \$ _____ | - | Services by Others | \$ _____ | - | Additional Services ** | \$ _____ | - | Total this Subconsultant (ULC) | \$ _____ | - |
| Direct Labor | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direct Costs | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Services by Others | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direct Labor | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direct Costs | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Services by Others | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | <table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> </table> | Direct Labor | \$ _____ | - | Direct Costs | \$ _____ | - | Services by Others | \$ _____ | - | Additional Services ** | \$ _____ | - | Total this Subconsultant (ULC) | \$ _____ | - | 9 | <table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> </table> | Direct Labor | \$ _____ | - | Direct Costs | \$ _____ | - | Services by Others | \$ _____ | - | Additional Services ** | \$ _____ | - | Total this Subconsultant (ULC) | \$ _____ | - |
| Direct Labor | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direct Costs | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Services by Others | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direct Labor | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direct Costs | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Services by Others | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | <table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> </table> | Direct Labor | \$ _____ | - | Direct Costs | \$ _____ | - | Services by Others | \$ _____ | - | Additional Services ** | \$ _____ | - | Total this Subconsultant (ULC) | \$ _____ | - | 10 | <table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> </table> | Direct Labor | \$ _____ | - | Direct Costs | \$ _____ | - | Services by Others | \$ _____ | - | Additional Services ** | \$ _____ | - | Total this Subconsultant (ULC) | \$ _____ | - |
| Direct Labor | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direct Costs | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Services by Others | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direct Labor | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direct Costs | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Services by Others | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: DAMA Consultants, Inc

Contract Number: RR-18-4383

Proposal Date: 6/21/2018

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-18-4383

Consultant: DAMA Consultants, Inc

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | MONTHS of YEAR 2018 | | | | | | | | | | | | TOTAL HOURS |
|---------------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|
| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | |
| PUR-Task Orders-TBD | | | | | | | | 25 | 25 | 25 | 25 | 20 | 120 |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| TOTALS | | | | | | | | 25 | 25 | 25 | 25 | 20 | 120 |

Grand Total Exhibit A Hours 1,336

Contract Number: RR-18-4383

Consultant: DAMIA Consultants, 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 | | |
| PUR-Task Orders-TBD | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 288 |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| TOTALS | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 288 |

Contract Number: RR-18-4383

Consultant: DAMA Consultants, 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 | | |
| PUR-Task Orders-TBD | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 288 |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| TOTALS | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 288 |

Contract Number: RR-18-4383

Consultant: DAMA Consultants, Inc

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | MONTHS of YEAR 2021 | | | | | | | | | | | | TOTAL HOURS | |
|---------------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|-----|
| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | | |
| PUR-Task Orders-TBD | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 288 |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| TOTALS | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 288 |

Contract Number: RR-18-4383

Consultant: DAMA Consultants, Inc

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | MONTHS of YEAR 2022 | | | | | | | | | | | | TOTAL HOURS | |
|---------------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|-----|
| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | | |
| PUR-Task Orders-TBD | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 288 |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| TOTALS | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 288 |

Contract Number: RR-18-4383

Consultant: DAMA Consultants, Inc

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | MONTHS of YEAR 2023 | | | | | | | | | | | | TOTAL HOURS | | |
|---------------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|--|----|
| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | | | |
| PUR-Task Orders-TBD | 12 | 12 | 12 | 12 | 12 | 4 | | | | | | | | | 64 |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| TOTALS | 12 | 12 | 12 | 12 | 12 | 4 | | | | | | | | | 64 |

Contract No.: RR-18-4383 Consultant: DAMA Consultants, 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. **OVERTIME PREMIUM**
- D. **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, Overtime Premium, Allowable and Itemized) \$ 368.00

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

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

Vehicles (Only for Vehicles assigned to project)

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

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

NOTES:

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

Contract No.: RR-18-4383

Consultant: DAMA Consultants, Inc

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: Dr. Bader A. Hafeez, PE, PTOE

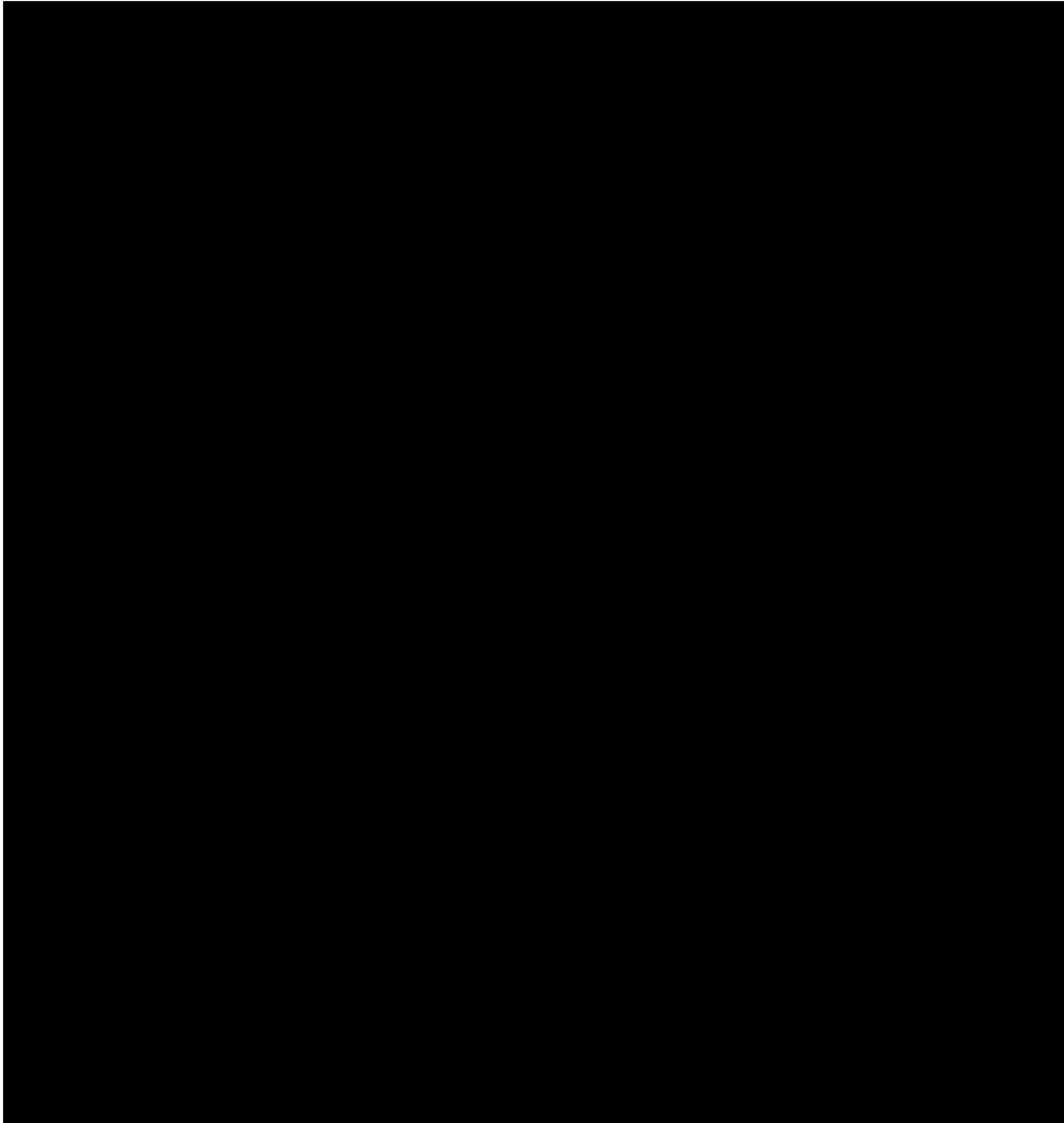
Classification: TDM Analysis

Name: _____

Classification: _____

Name: _____

Classification: _____



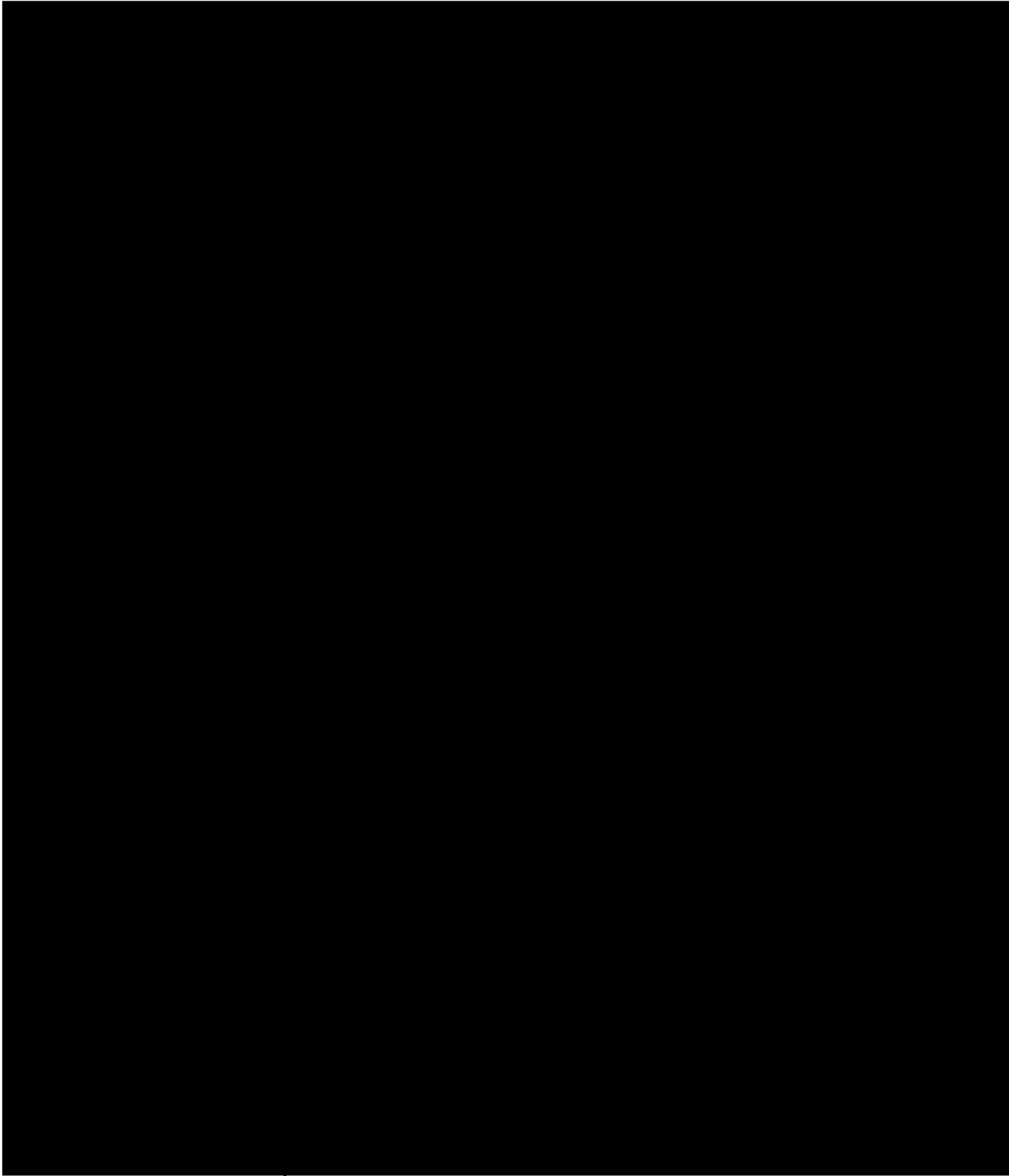


EXHIBIT G

Contract No. RR-18-4383

DAMA Consultants, 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 |
|--------------------------------|--|--|---------------------------------------|---|
| PSB 17-03 Item 3 | Construction Management | \$470,000.00 | \$230,000.00 | 8/15/2018 |
| PSB 17-02 Item 1 | MOT Phase II Design CD Elgin O'Hare | \$51,500.00 | \$24,000.00 | 9/30/2018 |
| PTB 180 Item 1 | IL 62 Phase I Design | \$86,000.00 | \$86,000.00 | 5/30/2019 |

EXHIBIT H - SERVICES BY OTHERS

Exhibits A-B, D-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-B, D-G for second tier subconsultants.

DBE/MBE/WBE SUBCONSULTANTS

| | | | |
|---|--------------------------------|----------|---|
| 1 | _____ | | |
| | Direct Labor | _____ | |
| | Direct Costs | _____ | |
| | Services by Others | _____ | |
| | Additional Services ** | _____ | |
| | Total this Subconsultant (ULC) | \$ _____ | - |

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

Exhibits A-B, D-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-B, D-G for second tier subconsultants.

OTHER SUBCONSULTANTS (NOT 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) \$ _____ -</p> | <p>6 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p> |
| <p>2 _____</p> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ _____ -</p> | <p>7 _____</p> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p> |
| <p>3 _____</p> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p> | <p>8 _____</p> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p> |
| <p>4 _____</p> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p> | <p>9 _____</p> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p> |
| <p>5 _____</p> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p> | <p>10 _____</p> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p> |

** Additional services funds require prior authorization before use

TOTAL 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: EJM Engineering, Inc. DBA
TranSmart/EJM Corporation

Contract Number: RR-18-4383

Proposal Date: 6/21/2018

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-18-4383

Consultant: EJM Engineering, Inc. DBA Transmart/EJM Corporation

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 | | |
| PUR-Task Orders-TBD | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 384 |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| TOTALS | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 384 |

Rev. 5/2018 PSB 18-1 and Later ONLY

Contract Number: RR-18-4383

Consultant: EJM Engineering, Inc. DBA TranSmart/EJM Corporation

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 | | |
| PUR-Task Orders-TBD | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 384 |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| TOTALS | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 384 |

Contract Number: RR-18-4383 Consultant: EJM Engineering, Inc. DBA TranSmart/EJM Corporation

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | MONTHS of YEAR 2021 | | | | | | | | | | | | TOTAL HOURS | |
|---------------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|-----|
| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | | |
| PUR-Task Orders-TBD | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 384 |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| TOTALS | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 384 |

Rev. 5/2018

PSB 18-1 and Later ONLY

Contract Number: RR-18-4383 Consultant: EJM Engineering, Inc. DBA TranSmart/EJM Corporation

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | MONTHS of YEAR 2022 | | | | | | | | | | | | TOTAL HOURS | |
|---------------------|---------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-------------|------------|
| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | | |
| PUR-Task Orders-TBD | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 384 |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| TOTALS | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 384 |

Contract Number: RR-18-4383

Consultant: EJM Engineering, Inc. DBA TranSmart/EJM Corporation

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | MONTHS of YEAR 2023 | | | | | | | | | | | | TOTAL HOURS | |
|---------------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|----|
| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | | |
| PUR-Task Orders-TBD | 17 | 16 | 16 | 16 | 16 | 16 | | | | | | | | 97 |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| TOTALS | 17 | 16 | 16 | 16 | 16 | 16 | | | | | | | | 97 |

Contract No.: RR-18-4383

Consultant: EJM Engineering, Inc. DBA TranSmart/EJM Corporation

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

| | | | |
|---|---|------------------------|------------------|
| <u>1,825.00</u> (Total Work Hours from Exhibit A) | \$ <u>46.37</u> (Average Hourly Rate) | TOTAL DIRECT SALARY \$ | <u>84,625.25</u> |
|---|---|------------------------|------------------|

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 | \$ <u>236,950.70</u> |
|---|----------------------|

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

| | |
|-----------------------|------------------|
| TOTAL DIRECT COSTS \$ | <u>13,049.30</u> |
|-----------------------|------------------|

C. SERVICES BY OTHERS

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

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

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

D. ADDITIONAL SERVICES (Prime Consultant)

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

(Requires prior authorization before use)

| | |
|------------------------------|----------|
| TOTAL ADDITIONAL SERVICES \$ | <u>-</u> |
|------------------------------|----------|

(Requires prior authorization before use)

| | |
|---|------------------------------------|
| E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation) | \$ <u><u>250,000.00</u></u> |
|---|------------------------------------|

Contract No.: RR-18-4383 Consultant: EJM Engineering, Inc. DBA
TranSmart/EJM Corporation

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. **OVERTIME PREMIUM**

- D. **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

| <u>Miovision processing</u> |
|-----------------------------|
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |

TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized) \$ 13,049.30

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

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

Vehicles (Only for Vehicles assigned to project)

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

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

NOTES:

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

Contract No.: RR-18-4383

Consultant: EJM Engineering, Inc. DBA
TranSmart/EJM Corporation

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

EXHIBIT F

Contract No. RR-18-4383

EJM Engineering, Inc. DBA TranSmart/EJM Corporation

SCOPE OF SERVICES

The scope of services includes work upon request for planning studies on the Tri-State Tollway between 95th Street and Balmoral Avenue and throughout the Tollway system. This work will encompass Phase I engineering services that are required for work tasks that may include barrier warrant analysis, lighting design, ITS design, structural support, traffic studies support, and other technical services as directed by the Tollway.

EXHIBIT G

Contract No. RR-18-4383

EJM Engineering, Inc. DBA TranSmart/EJM Corporation

CURRENT OBLIGATIONS FOR PROJECT

| Route & Job No. | Work Scope & Description of Project | Fee (Including all Supplementals and Extra Work Orders) | Fee Remaining To Be Earned | Estimated Date of Completion |
|----------------------------|---|--|-----------------------------------|-------------------------------------|
| RR-13-4151 | Design Upon Request | \$3,100,000.00 | \$68,308.00 | 12/31/2019 |
| I-11-4014 | Elgin-O'Hare West Bypass | \$1,346,468.00 | \$428,750.00 | On Hold |
| I-15-4657 | Elgin O'Hare Western Access – I-294 to I-90 | \$216,069.00 | \$186,019.00 | On Hold |
| RR-14-4223 | Tri-State Tollway Roadway Study, 95th Street (M.P. 17.5) to Cermak Road (M.P. 29.5) | \$200,691.00 | \$3,165.00 | 12/31/2018 |
| RR-16-4254 | Reagan Memorial Tollway M.P. 91.4 (Annie Glidden Road) to M.P. 113.3 (IL 56) | \$4,666,320.00 | \$1,527,271.00 | 7/1/2019 |
| RR-16-4256 | Veterans Memorial Tollway M.P. 22.3 to M.P. 29.8 | \$380,523.00 | \$162,220.00 | 12/31/2018 |
| RR-16-4253 | I-88 Rehabilitation M.P. 76.1 – M.P. 91.4 | \$547,639.00 | \$157,271.00 | 12/3/2018 |
| RR-15-9976R | Traffic Engineer Services | \$340,000.00 | \$191,860.00 | 12/1/2019 |
| RR-16-4265 | I-294 Design Corridor Manager | \$1,141,290.00 | \$1,119,809.00 | 12/31/2022 |
| RR-16-4282 | Tri-State Tollway Pavement and Structural Preservation and Rehabilitation | \$328,763.00 | \$328,763.00 | 12/31/2019 |

EXHIBIT H - SERVICES BY OTHERS

Exhibits A-B, D-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-B, D-G for second tier subconsultants.

DBE/MBE/WBE SUBCONSULTANTS

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ _____

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-B, D-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-B, D-G for second tier subconsultants.

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--------------------------------|---|--------------|----------|---|--------------|----------|---|--------------------|----------|---|------------------------|----------|---|--------------------------------|----------|---|----|---|--------------|----------|---|--------------|----------|---|--------------------|----------|---|------------------------|----------|---|--------------------------------|----------|---|
| 1 | <table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>_____</td><td></td></tr> <tr><td>Services by Others</td><td>_____</td><td></td></tr> <tr><td>Additional Services **</td><td>_____</td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> </table> | Direct Labor | _____ | | Direct Costs | _____ | | Services by Others | _____ | | Additional Services ** | _____ | | Total this Subconsultant (ULC) | \$ _____ | - | 6 | <table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> </table> | Direct Labor | _____ | | Direct Costs | \$ _____ | - | Services by Others | \$ _____ | - | Additional Services ** | \$ _____ | - | Total this Subconsultant (ULC) | \$ _____ | - |
| Direct Labor | _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direct Costs | _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Services by Others | _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direct Labor | _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direct Costs | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Services by Others | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | <table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>_____</td><td></td></tr> <tr><td>Services by Others</td><td>_____</td><td></td></tr> <tr><td>Additional Services **</td><td>_____</td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> </table> | Direct Labor | _____ | | Direct Costs | _____ | | Services by Others | _____ | | Additional Services ** | _____ | | Total this Subconsultant (ULC) | \$ _____ | - | 7 | <table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> </table> | Direct Labor | \$ _____ | - | Direct Costs | \$ _____ | - | Services by Others | \$ _____ | - | Additional Services ** | \$ _____ | - | Total this Subconsultant (ULC) | \$ _____ | - |
| Direct Labor | _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direct Costs | _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Services by Others | _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direct Labor | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direct Costs | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Services by Others | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | <table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> </table> | Direct Labor | \$ _____ | - | Direct Costs | \$ _____ | - | Services by Others | \$ _____ | - | Additional Services ** | \$ _____ | - | Total this Subconsultant (ULC) | \$ _____ | - | 8 | <table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> </table> | Direct Labor | \$ _____ | - | Direct Costs | \$ _____ | - | Services by Others | \$ _____ | - | Additional Services ** | \$ _____ | - | Total this Subconsultant (ULC) | \$ _____ | - |
| Direct Labor | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direct Costs | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Services by Others | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direct Labor | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direct Costs | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Services by Others | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | <table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> </table> | Direct Labor | \$ _____ | - | Direct Costs | \$ _____ | - | Services by Others | \$ _____ | - | Additional Services ** | \$ _____ | - | Total this Subconsultant (ULC) | \$ _____ | - | 9 | <table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> </table> | Direct Labor | \$ _____ | - | Direct Costs | \$ _____ | - | Services by Others | \$ _____ | - | Additional Services ** | \$ _____ | - | Total this Subconsultant (ULC) | \$ _____ | - |
| Direct Labor | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direct Costs | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Services by Others | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direct Labor | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direct Costs | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Services by Others | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | <table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> </table> | Direct Labor | \$ _____ | - | Direct Costs | \$ _____ | - | Services by Others | \$ _____ | - | Additional Services ** | \$ _____ | - | Total this Subconsultant (ULC) | \$ _____ | - | 10 | <table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> </table> | Direct Labor | \$ _____ | - | Direct Costs | \$ _____ | - | Services by Others | \$ _____ | - | Additional Services ** | \$ _____ | - | Total this Subconsultant (ULC) | \$ _____ | - |
| Direct Labor | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direct Costs | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Services by Others | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direct Labor | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direct Costs | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Services by Others | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | \$ _____ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Gasperec Elberts Consulting, LLC

Contract Number: RR-18-4383

Proposal Date: 6/21/2018

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-18-4383

Consultant: Gasperec Elberts Consulting, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | MONTHS of YEAR 2018 | | | | | | | | | | | | TOTAL HOURS | |
|---------------------|-----------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|----------------|-----|
| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | | |
| | Grand Total Exhibit A Hours | | | | | | | | | | | | | |
| PUR - Task Orders - | | | | | | | | 35 | 35 | 35 | 35 | 35 | 37 | 177 |
| TBD | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| TOTALS | | | | | | | | 35 | 35 | 35 | 35 | 35 | 37 | 177 |

Contract Number: RR-18-4383 Consultant: Gasperic Elberts Consulting, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | MONTHS of YEAR 2019 | | | | | | | | | | | | TOTAL HOURS | |
|---------------------|---------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-------------|------------|
| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | | |
| PUR - Task Orders - | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 396 |
| TBD | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| TOTALS | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 396 |

Contract Number: RR-18-4383

Consultant: Gasperec Elberts Consulting, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | MONTHS of YEAR 2020 | | | | | | | | | | | | TOTAL HOURS | | | | | | | | | |
|---------------------|---------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------------|
| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | | | | | | | | | | |
| PUR - Task Orders - | | | | | | | | | | | | | | | | | | | | | | |
| TBD | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 396 |
| | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | |
| TOTALS | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 396 |

Contract Number: RR-18-4383 Consultant: Gasperec Elberts Consulting, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | MONTHS of YEAR 2022 | | | | | | | | | | | | TOTAL HOURS | |
|---------------------|---------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-------------|------------|
| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | | |
| PUR - Task Orders - | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 396 |
| TBD | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| TOTALS | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 396 |

Contract No.: RR-18-4383 Consultant: Gasperec Elberts Consulting, LLC

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

- B. **ALLOWABLE DIRECT COSTS - based on link below**
https://www.illinoistollway.com/documents/20184/238673/LG_TOL_LWAY_XX_ALLOWEDIRECTCOSTS_12132013.PDF/b3dab3

- C. **OVERTIME PREMIUM**

- D. **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

None

TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized) \$ 3,166.00

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

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

Vehicles (Only for Vehicles assigned to project)

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

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

NOTES:

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

Contract No.: RR-18-4383

Consultant: Gasperec Elberts Consulting, LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal:

Project Manager:

Project Engineer:

Resident Engineer:

Documentation Engineer:

Project Civil Engineer:

Project Structural Engineer:

Project Drainage Engineer:

Senior Engineer:

Others:

Name:

Classification:

Name:

Classification:

Name:

Classification:

Name:

Classification:

EXHIBIT F

Contract No. RR-18-4383

Gasperec Elberts Consulting, LLC

SCOPE OF SERVICES

Gasperec Elberts Consulting, LLC shall provide drainage and storwater management support, as well as being mentored by CBBEL in this area, as described in the P4G documents. We will also provide survey and utility coordination for the planning strudies upon request contracts.

EXHIBIT G

Contract No. RR-18-4383

Gasperec Elberts Consulting, LLC

CURRENT OBLIGATIONS FOR PROJECT

| Route & Job No. | Work Scope & Description of Project | Fee (Including all Supplementals and Extra Work Orders) | Fee Remaining To Be Earned | Estimated Date of Completion |
|----------------------------|---|--|-----------------------------------|-------------------------------------|
| P-2017-07 | Construction Inspection for City of Department of Water Mgmt sewer project | \$53,370.99 | \$53,370.99 | 9/30/2018 |
| E-8-306 | Construction Inspection for City of Chicago Department of Transportation | \$88,539.75 | \$88,539.75 | 9/30/2018 |
| I-18-4356 | Construction Inspection for the Tollway I-294 Road and Bridge Rehab | \$600,000.00 | \$600,000.00 | 12/31/2020 |
| RR-18-9008 | Systemwide Design Upon Request | \$60,000.00 | \$60,000.00 | 12/31/2020 |
| I-18-4380 | CM Services - Elgin O'Hare Western Access | Under negotiations | | |
| RR-18-4381 | Survey - Reagan Memorial Tollway, Pavement and Structural Preservation and Rehabilitation | Under negotiations | | |
| Other | Various Design and Survey work for public and private clients | \$270,000.00 | \$135,000.00 | 12/31/2018 |

EXHIBIT H - SERVICES BY OTHERS

Exhibits A-B, D-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-B, D-G for second tier subconsultants.

DBE/MBE/WBE SUBCONSULTANTS

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

** Additional services funds require prior authorization before use

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

EXHIBIT H - SERVICES BY OTHERS (continued)

Exhibits A-B, D-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-B, D-G for second tier subconsultants.

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1

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

6

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

2

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

7

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

3

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

8

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

4

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

9

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

5

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

10

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: M Squared Engineering, LLC

Contract Number: RR-18-4383

Proposal Date: 6/21/2018

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-18-4383 Consultant: M Squared Engineering, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | MONTHS of YEAR 2018 | | | | | | | | | | | | Grand Total Exhibit A Hours | 1944 TOTAL HOURS |
|---------------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----------------------------|------------------------|
| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | | |
| PUR-Task Orders-TBD | | | | | | | | 40 | 40 | 40 | 39 | 39 | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| TOTALS | | | | | | | | 40 | 40 | 40 | 39 | 39 | | 198 |

Contract Number: RR-18-4383 Consultant: M Squared Engineering, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | MONTHS of YEAR 2021 | | | | | | | | | | | | TOTAL HOURS | | | | | |
|-------------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|----|----|----|----|-----|
| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | | | | | | |
| PUR-Task Orders - | | | | | | | | | | | | | | | | | | |
| TBD | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 384 |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| TOTALS | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 384 |

Contract Number: RR-18-4383

Consultant: M Squared Engineering, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | MONTHS of YEAR 2022 | | | | | | | | | | | | TOTAL HOURS | |
|-------------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|-----|
| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | | |
| PUR-Task Orders - | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 384 |
| TBD | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| TOTALS | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 384 |

Contract Number: RR-18-4383 Consultant: M Squared Engineering, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | MONTHS of YEAR 2023 | | | | | | | | | | | | TOTAL HOURS |
|-----------------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|
| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | |
| PUR-Task Orders - TBD | 32 | 32 | 32 | 32 | 32 | 30 | | | | | | | 190 |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| TOTALS | 32 | 32 | 32 | 32 | 32 | 30 | | | | | | | 190 |

Contract No.: RR-18-4383 Consultant: M Squared Engineering, LLC

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

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

- C. **OVERTIME PREMIUM**

- D. **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, Overtime Premium, Allowable and Itemized) \$ 5,056.00

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

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

Vehicles (Only for Vehicles assigned to project)

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

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

NOTES:

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

Contract No.: RR-18-4383

Consultant: M Squared Engineering, LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

EXHIBIT F

Contract No. RR-18-4383

M Squared Engineering, LLC

SCOPE OF SERVICES

M Squared Engineering will be providing Environmental Report and Studies services on this contract under CBBEL, including work on Environmental Assessments and other aspects of the Environmental Report and Planning processes.

EXHIBIT G

Contract No. RR-18-4383

M Squared Engineering, LLC

CURRENT OBLIGATIONS FOR PROJECT

| Route & Job No. | Work Scope & Description of Project | Fee (Including all Supplementals and Extra Work Orders) | Fee Remaining To Be Earned | Estimated Date of Completion |
|--------------------------------|--|--|---------------------------------------|---|
| RR-14-4221 | Mile-Long Bridge Drainage / Stormwater | \$356,000.00 | \$126,200.00 | 12/31/2019 |
| 5703 - Task C | Phase III Design Support Services | \$34,973.00 | \$33,873.00 | 4/31/2019 |
| Fort McCoy | Fort McCoy Rail Inspection (US Army) | \$112,604.00 | \$24,837.00 | 5/1/2019 |
| STH 158 | Drainage Design / Stream Realignment | \$128,491.00 | \$4,000.00 | 4/1/2019 |
| STH 50 | STH 50 Reconstruction Drainage and Stormwater | \$38,493.00 | \$8,000.00 | 12/31/2019 |

Contract No.: RR-18-4383

Consultant: M Squared Engineering, LLC

EXHIBIT H - SERVICES BY OTHERS

Exhibits A-B, D-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-B, D-G for second tier subconsultants.

DBE/MBE/WBE SUBCONSULTANTS

| | | | |
|---|--------------------------------|----------|---|
| 1 | _____ | | |
| | Direct Labor | _____ | |
| | Direct Costs | _____ | |
| | Services by Others | _____ | |
| | Additional Services ** | _____ | |
| | Total this Subconsultant (ULC) | \$ _____ | - |

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

Exhibits A-B, D-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-B, D-G for second tier subconsultants.

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

| | | | | | | | | | | | | | | | | | | | | | |
|---------------------------------------|--|--------------|----|---|--|--------------|----|---|--|--------------------|----|---|--|------------------------|----|---|--|---------------------------------------|-----------|---|--|
| 1 | <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 5%;"></td> </tr> <tr> <td>Direct Costs</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td>\$</td> <td style="text-align: right;">-</td> <td></td> </tr> </table> | Direct Labor | | | | Direct Costs | | | | Services by Others | | | | Additional Services ** | | | | Total this Subconsultant (ULC) | \$ | - | |
| Direct Labor | | | | | | | | | | | | | | | | | | | | | |
| Direct Costs | | | | | | | | | | | | | | | | | | | | | |
| Services by Others | | | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | | | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | \$ | - | | | | | | | | | | | | | | | | | | | |
| 2 | <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 5%;"></td> </tr> <tr> <td>Direct Costs</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td>\$</td> <td style="text-align: right;">-</td> <td></td> </tr> </table> | Direct Labor | | | | Direct Costs | | | | Services by Others | | | | Additional Services ** | | | | Total this Subconsultant (ULC) | \$ | - | |
| Direct Labor | | | | | | | | | | | | | | | | | | | | | |
| Direct Costs | | | | | | | | | | | | | | | | | | | | | |
| Services by Others | | | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | | | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | \$ | - | | | | | | | | | | | | | | | | | | | |
| 3 | <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 10%; text-align: right;">-</td> <td style="width: 5%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td>\$</td> <td style="text-align: right;">-</td> <td></td> </tr> </table> | Direct Labor | \$ | - | | Direct Costs | \$ | - | | Services by Others | \$ | - | | Additional Services ** | \$ | - | | Total this Subconsultant (ULC) | \$ | - | |
| Direct Labor | \$ | - | | | | | | | | | | | | | | | | | | | |
| Direct Costs | \$ | - | | | | | | | | | | | | | | | | | | | |
| Services by Others | \$ | - | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | \$ | - | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | \$ | - | | | | | | | | | | | | | | | | | | | |
| 4 | <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 10%; text-align: right;">-</td> <td style="width: 5%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td>\$</td> <td style="text-align: right;">-</td> <td></td> </tr> </table> | Direct Labor | \$ | - | | Direct Costs | \$ | - | | Services by Others | \$ | - | | Additional Services ** | \$ | - | | Total this Subconsultant (ULC) | \$ | - | |
| Direct Labor | \$ | - | | | | | | | | | | | | | | | | | | | |
| Direct Costs | \$ | - | | | | | | | | | | | | | | | | | | | |
| Services by Others | \$ | - | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | \$ | - | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | \$ | - | | | | | | | | | | | | | | | | | | | |
| 5 | <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 10%; text-align: right;">-</td> <td style="width: 5%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td>\$</td> <td style="text-align: right;">-</td> <td></td> </tr> </table> | Direct Labor | \$ | - | | Direct Costs | \$ | - | | Services by Others | \$ | - | | Additional Services ** | \$ | - | | Total this Subconsultant (ULC) | \$ | - | |
| Direct Labor | \$ | - | | | | | | | | | | | | | | | | | | | |
| Direct Costs | \$ | - | | | | | | | | | | | | | | | | | | | |
| Services by Others | \$ | - | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | \$ | - | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | \$ | - | | | | | | | | | | | | | | | | | | | |

| | | | | | | | | | | | | | | | | | | | | | |
|---------------------------------------|--|--------------|----|---|--|--------------|----|---|--|--------------------|----|---|--|------------------------|----|---|--|---------------------------------------|-----------|---|--|
| 6 | <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 5%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td>\$</td> <td style="text-align: right;">-</td> <td></td> </tr> </table> | Direct Labor | | | | Direct Costs | \$ | - | | Services by Others | \$ | - | | Additional Services ** | \$ | - | | Total this Subconsultant (ULC) | \$ | - | |
| Direct Labor | | | | | | | | | | | | | | | | | | | | | |
| Direct Costs | \$ | - | | | | | | | | | | | | | | | | | | | |
| Services by Others | \$ | - | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | \$ | - | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | \$ | - | | | | | | | | | | | | | | | | | | | |
| 7 | <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 10%; text-align: right;">-</td> <td style="width: 5%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td>\$</td> <td style="text-align: right;">-</td> <td></td> </tr> </table> | Direct Labor | \$ | - | | Direct Costs | \$ | - | | Services by Others | \$ | - | | Additional Services ** | \$ | - | | Total this Subconsultant (ULC) | \$ | - | |
| Direct Labor | \$ | - | | | | | | | | | | | | | | | | | | | |
| Direct Costs | \$ | - | | | | | | | | | | | | | | | | | | | |
| Services by Others | \$ | - | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | \$ | - | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | \$ | - | | | | | | | | | | | | | | | | | | | |
| 8 | <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 10%; text-align: right;">-</td> <td style="width: 5%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td>\$</td> <td style="text-align: right;">-</td> <td></td> </tr> </table> | Direct Labor | \$ | - | | Direct Costs | \$ | - | | Services by Others | \$ | - | | Additional Services ** | \$ | - | | Total this Subconsultant (ULC) | \$ | - | |
| Direct Labor | \$ | - | | | | | | | | | | | | | | | | | | | |
| Direct Costs | \$ | - | | | | | | | | | | | | | | | | | | | |
| Services by Others | \$ | - | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | \$ | - | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | \$ | - | | | | | | | | | | | | | | | | | | | |
| 9 | <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 10%; text-align: right;">-</td> <td style="width: 5%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td>\$</td> <td style="text-align: right;">-</td> <td></td> </tr> </table> | Direct Labor | \$ | - | | Direct Costs | \$ | - | | Services by Others | \$ | - | | Additional Services ** | \$ | - | | Total this Subconsultant (ULC) | \$ | - | |
| Direct Labor | \$ | - | | | | | | | | | | | | | | | | | | | |
| Direct Costs | \$ | - | | | | | | | | | | | | | | | | | | | |
| Services by Others | \$ | - | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | \$ | - | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | \$ | - | | | | | | | | | | | | | | | | | | | |
| 10 | <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 10%; text-align: right;">-</td> <td style="width: 5%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td>\$</td> <td style="text-align: right;">-</td> <td></td> </tr> </table> | Direct Labor | \$ | - | | Direct Costs | \$ | - | | Services by Others | \$ | - | | Additional Services ** | \$ | - | | Total this Subconsultant (ULC) | \$ | - | |
| Direct Labor | \$ | - | | | | | | | | | | | | | | | | | | | |
| Direct Costs | \$ | - | | | | | | | | | | | | | | | | | | | |
| Services by Others | \$ | - | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | \$ | - | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | \$ | - | | | | | | | | | | | | | | | | | | | |

** Additional services funds require prior authorization before use

TOTAL 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: Orion Engineers, LLC

Contract Number: RR-18-4383

Proposal Date: 6/21/2018

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-18-4383 Consultant: Orion Engineers, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | MONTHS of YEAR 2018 | | | | | | | | | | | | Grand Total Exhibit A Hours | TOTAL HOURS | |
|-----------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----------------------------|-------------|-----|
| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | | | |
| Roadway Support | | | | | | | | 40 | 40 | 40 | 45 | 45 | 45 | | 210 |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| TOTALS | | | | | | | | 40 | 40 | 40 | 45 | 45 | 45 | | 210 |

Contract Number: RR-18-4383

Consultant: Orion Engineers, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | MONTHS of YEAR 2019 | | | | | | | | | | | | TOTAL HOURS | |
|-----------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|-----|
| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | | |
| Roadway Support | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 420 |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| TOTALS | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 420 |

Contract Number: RR-18-4383

Consultant: Orion Engineers, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | MONTHS of YEAR 2020 | | | | | | | | | | | | TOTAL HOURS | |
|-----------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|-----|
| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | | |
| Roadway Support | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 420 |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| TOTALS | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 420 |

Contract Number: RR-18-4383

Consultant: Orion Engineers, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | MONTHS of YEAR 2022 | | | | | | | | | | | | TOTAL HOURS | |
|-----------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|-----|
| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | | |
| Roadway Support | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 420 |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| TOTALS | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 420 |

Contract Number: RR-18-4383

Consultant: Orion Engineers, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | MONTHS of YEAR 2023 | | | | | | | | | | | | TOTAL HOURS | | | | | |
|-----------------|---------------------|-----------|-----------|-----------|-----------|-----------|-----|-----|-----|-----|-----|-----|-------------|--|--|--|--|------------|
| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | | | | | | |
| Roadway Support | 35 | 35 | 35 | 35 | 35 | 35 | | | | | | | | | | | | 210 |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| TOTALS | 35 | 35 | 35 | 35 | 35 | 35 | | | | | | | | | | | | 210 |

Contract No.: RR-18-4383 Consultant: Orion Engineers, LLC

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

$\frac{2,100.00}{\text{(Total Work Hours from Exhibit A)}}$ $\frac{\$ 42.35}{\text{(Average Hourly Rate)}}$ TOTAL DIRECT SALARY \$ 88,935.00

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 \$ 249,018.00

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 982.00

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) \$ 250,000.00

Contract No.: RR-18-4383 Consultant: Orion Engineers, LLC

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

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

- C. **OVERTIME PREMIUM**

- D. **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, Overtime Premium, Allowable and Itemized) \$ 982.00

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

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

Vehicles (Only for Vehicles assigned to project)

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

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

NOTES:

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

Contract No.: RR-18-4383

Consultant: Orion Engineers, LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

EXHIBIT F

Contract No. RR-18-4383

Orion Engineers, LLC

SCOPE OF SERVICES

A detailed scope of work will be defined at the time a specific project task order has been identified. Scope will include roadway support, plan development, and structural analysis.

EXHIBIT G

Contract No. RR-18-4383

Orion Engineers, LLC

CURRENT OBLIGATIONS FOR PROJECT

| Route & Job No. | Work Scope & Description of Project | Fee (Including all Supplementals and Extra Work Orders) | Fee Remaining To Be Earned | Estimated Date of Completion |
|----------------------------|--|--|-----------------------------------|-------------------------------------|
| RR-16-4250 | Systemwide CUR | \$300,000.00 | \$152,250.00 | 12/1/2018 |
| I-17-4311 | Tri-State Reconstruction DUR | \$500,000.00 | \$497,446.00 | 12/31/2021 |
| RR-15-9976R | Traffic Engineer | \$136,000.00 | \$122,412.00 | 12/31/2019 |
| RR-15-9975R | Consulting Engineer | \$857,856.60 | \$737,774.00 | 12/31/2021 |
| RR-16-4276 | Systemwide DUR | \$100,000.00 | \$100,000.00 | 12/31/2018 |
| RR-16-4278 | Systemwide CUR | \$75,000.00 | \$75,000.00 | 12/31/2020 |
| RR-16-4280 | Systemwide CUR | \$60,000.00 | \$56,253.00 | 12/31/2018 |
| I-17-4676 | EOWA North. System Interchange Design | \$401,940.00 | \$388,546.00 | 2/28/2020 |
| I-17-4307 | Tri-State Advanced ITS Relocation | \$63,471.00 | \$62,765.00 | 1/31/2019 |
| RR-17-4313 | Reagan Memorial Pav. & Struct. Preserv. | \$48,000.00 | \$14,968.00 | 3/23/2018 |
| RR-17-4293 | Systemwide CUR | \$60,000.00 | \$60,000.00 | 12/31/2019 |
| I-17-4298 | Tri-State Roadway Reconstruction | \$225,000.00 | \$192,296.00 | 12/31/2020 |
| I-16-4274 | Reagan Memorial IL 47 Interchange | \$51,328.00 | \$33,661.00 | 12/31/2018 |
| I-17-4296 | Tri-State Reconstruction, Phase II | \$317,462.00 | \$253,695.00 | 12/31/2020 |
| I-17-4303 | Tri-State Reconstr. and Bridge Rehab | \$136,861.00 | \$18,762.00 | 1/31/2019 |
| RR-13-4116 | Reagan Memorial Reconstruction, CM | \$176,940.00 | \$87,510.00 | 9/18/2019 |
| RR-16-4253 | Reagan Memorial, IL 251 to A.Glidden | \$150,000.00 | \$128,434.00 | 12/14/2018 |
| I-17-4681 | EOWA IL 19 Interchange, CM | unknown | unknown | unknown |
| RR-17-4312 | Reagan Memorial, IL 59 to Washington | \$34,990.00 | \$34,990.00 | 10/8/2018 |

Contract No.: RR-18-4383

Consultant: Orion Engineers, LLC

EXHIBIT H - SERVICES BY OTHERS

Exhibits A-B, D-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-B, D-G for second tier subconsultants.

DBE/MBE/WBE SUBCONSULTANTS

| | | | |
|---|--------------------------------|----------|---|
| 1 | _____ | | |
| | Direct Labor | _____ | |
| | Direct Costs | _____ | |
| | Services by Others | _____ | |
| | Additional Services ** | _____ | |
| | Total this Subconsultant (ULC) | \$ _____ | - |

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ _____

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

Exhibits A-B, D-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-B, D-G for second tier subconsultants.

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

| | | | | | | | | | | | | | | | | |
|---------------------------------------|--|--------------|----|---|--------------|--|--|--------------------|--|--|------------------------|--|--|---------------------------------------|-----------|----------|
| 1 | <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 35%;">Direct Labor</td> <td style="width: 10%;"></td> <td style="width: 55%;"></td> </tr> <tr> <td>Direct Costs</td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">-</td> </tr> </table> | Direct Labor | | | Direct Costs | | | Services by Others | | | Additional Services ** | | | Total this Subconsultant (ULC) | \$ | - |
| Direct Labor | | | | | | | | | | | | | | | | |
| Direct Costs | | | | | | | | | | | | | | | | |
| Services by Others | | | | | | | | | | | | | | | | |
| Additional Services ** | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | \$ | - | | | | | | | | | | | | | | |
| 2 | <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 35%;">Direct Labor</td> <td style="width: 10%;"></td> <td style="width: 55%;"></td> </tr> <tr> <td>Direct Costs</td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">-</td> </tr> </table> | Direct Labor | | | Direct Costs | | | Services by Others | | | Additional Services ** | | | Total this Subconsultant (ULC) | \$ | - |
| Direct Labor | | | | | | | | | | | | | | | | |
| Direct Costs | | | | | | | | | | | | | | | | |
| Services by Others | | | | | | | | | | | | | | | | |
| Additional Services ** | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | \$ | - | | | | | | | | | | | | | | |
| 3 | <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 35%;">Direct Labor</td> <td style="width: 10%; text-align: center;">\$</td> <td style="width: 55%; text-align: center;">-</td> </tr> <tr> <td>Direct Costs</td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">-</td> </tr> </table> | Direct Labor | \$ | - | Direct Costs | | | Services by Others | | | Additional Services ** | | | Total this Subconsultant (ULC) | \$ | - |
| Direct Labor | \$ | - | | | | | | | | | | | | | | |
| Direct Costs | | | | | | | | | | | | | | | | |
| Services by Others | | | | | | | | | | | | | | | | |
| Additional Services ** | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | \$ | - | | | | | | | | | | | | | | |
| 4 | <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 35%;">Direct Labor</td> <td style="width: 10%; text-align: center;">\$</td> <td style="width: 55%; text-align: center;">-</td> </tr> <tr> <td>Direct Costs</td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">-</td> </tr> </table> | Direct Labor | \$ | - | Direct Costs | | | Services by Others | | | Additional Services ** | | | Total this Subconsultant (ULC) | \$ | - |
| Direct Labor | \$ | - | | | | | | | | | | | | | | |
| Direct Costs | | | | | | | | | | | | | | | | |
| Services by Others | | | | | | | | | | | | | | | | |
| Additional Services ** | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | \$ | - | | | | | | | | | | | | | | |
| 5 | <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 35%;">Direct Labor</td> <td style="width: 10%; text-align: center;">\$</td> <td style="width: 55%; text-align: center;">-</td> </tr> <tr> <td>Direct Costs</td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">-</td> </tr> </table> | Direct Labor | \$ | - | Direct Costs | | | Services by Others | | | Additional Services ** | | | Total this Subconsultant (ULC) | \$ | - |
| Direct Labor | \$ | - | | | | | | | | | | | | | | |
| Direct Costs | | | | | | | | | | | | | | | | |
| Services by Others | | | | | | | | | | | | | | | | |
| Additional Services ** | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | \$ | - | | | | | | | | | | | | | | |

| | | | | | | | | | | | | | | | | |
|---------------------------------------|--|--------------|----|---|--------------|----|---|--------------------|--|--|------------------------|--|--|---------------------------------------|-----------|----------|
| 6 | <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 35%;">Direct Labor</td> <td style="width: 10%;"></td> <td style="width: 55%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">-</td> </tr> <tr> <td>Services by Others</td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">-</td> </tr> </table> | Direct Labor | | | Direct Costs | \$ | - | Services by Others | | | Additional Services ** | | | Total this Subconsultant (ULC) | \$ | - |
| Direct Labor | | | | | | | | | | | | | | | | |
| Direct Costs | \$ | - | | | | | | | | | | | | | | |
| Services by Others | | | | | | | | | | | | | | | | |
| Additional Services ** | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | \$ | - | | | | | | | | | | | | | | |
| 7 | <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 35%;">Direct Labor</td> <td style="width: 10%; text-align: center;">\$</td> <td style="width: 55%; text-align: center;">-</td> </tr> <tr> <td>Direct Costs</td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">-</td> </tr> </table> | Direct Labor | \$ | - | Direct Costs | | | Services by Others | | | Additional Services ** | | | Total this Subconsultant (ULC) | \$ | - |
| Direct Labor | \$ | - | | | | | | | | | | | | | | |
| Direct Costs | | | | | | | | | | | | | | | | |
| Services by Others | | | | | | | | | | | | | | | | |
| Additional Services ** | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | \$ | - | | | | | | | | | | | | | | |
| 8 | <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 35%;">Direct Labor</td> <td style="width: 10%; text-align: center;">\$</td> <td style="width: 55%; text-align: center;">-</td> </tr> <tr> <td>Direct Costs</td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">-</td> </tr> </table> | Direct Labor | \$ | - | Direct Costs | | | Services by Others | | | Additional Services ** | | | Total this Subconsultant (ULC) | \$ | - |
| Direct Labor | \$ | - | | | | | | | | | | | | | | |
| Direct Costs | | | | | | | | | | | | | | | | |
| Services by Others | | | | | | | | | | | | | | | | |
| Additional Services ** | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | \$ | - | | | | | | | | | | | | | | |
| 9 | <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 35%;">Direct Labor</td> <td style="width: 10%; text-align: center;">\$</td> <td style="width: 55%; text-align: center;">-</td> </tr> <tr> <td>Direct Costs</td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">-</td> </tr> </table> | Direct Labor | \$ | - | Direct Costs | | | Services by Others | | | Additional Services ** | | | Total this Subconsultant (ULC) | \$ | - |
| Direct Labor | \$ | - | | | | | | | | | | | | | | |
| Direct Costs | | | | | | | | | | | | | | | | |
| Services by Others | | | | | | | | | | | | | | | | |
| Additional Services ** | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | \$ | - | | | | | | | | | | | | | | |
| 10 | <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 35%;">Direct Labor</td> <td style="width: 10%; text-align: center;">\$</td> <td style="width: 55%; text-align: center;">-</td> </tr> <tr> <td>Direct Costs</td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">-</td> </tr> </table> | Direct Labor | \$ | - | Direct Costs | | | Services by Others | | | Additional Services ** | | | Total this Subconsultant (ULC) | \$ | - |
| Direct Labor | \$ | - | | | | | | | | | | | | | | |
| Direct Costs | | | | | | | | | | | | | | | | |
| Services by Others | | | | | | | | | | | | | | | | |
| Additional Services ** | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | \$ | - | | | | | | | | | | | | | | |

** 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: OSEH Inc.

Contract Number: RR-18-4383

Proposal Date: 6/21/2018

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-18-4383

Consultant: OSEH Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | MONTHS of YEAR 2018 | | | | | | | | | | | | TOTAL HOURS |
|-----------------------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|
| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | |
| PUR Task Orders - TBD | | | | | | | | 28 | 28 | 28 | 30 | 30 | 144 |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| TOTALS | | | | | | | | 28 | 28 | 28 | 30 | 30 | 144 |
| Grand Total Exhibit A Hours | | | | | | | | | | | | | 1,178 |

Contract Number: RR-18-4383 Consultant: OSEH 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 | | |
| PUR-Task Orders-TBD | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 288 |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| TOTALS | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 288 |

Contract Number: RR-18-4383 Consultant: OSEH Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | MONTHS of YEAR 2021 | | | | | | | | | | | | TOTAL HOURS | | |
|---------------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|----|-----|
| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | | | |
| PUR-Task Orders-TBD | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 288 |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| TOTALS | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 288 |

Contract Number: RR-18-4383

Consultant: OSEH Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | MONTHS of YEAR 2022 | | | | | | | | | | | | TOTAL HOURS | |
|-----------------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|-----|
| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | | |
| PUR Task Orders - TBD | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 120 |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| TOTALS | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 120 |

Contract Number: RR-18-4383

Consultant: OSEH Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | MONTHS of YEAR 2023 | | | | | | | | | | | | TOTAL HOURS |
|-----------------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|
| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | |
| PUR Task Orders - TBD | 10 | 10 | 10 | 8 | 8 | 4 | | | | | | | 50 |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| TOTALS | 10 | 10 | 10 | 8 | 8 | 4 | | | | | | | 50 |

Contract No.: RR-18-4383

Consultant: OSEH Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

| | | |
|---|---|---|
| <u>1,178.00</u> (Total Work Hours from Exhibit A) | \$ <u>44.87</u> (Average Hourly Rate) | TOTAL DIRECT SALARY \$ <u>52,856.86</u> |
|---|---|---|

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

| | |
|--|----------------------|
| DIRECT REGULAR SALARY TIMES MULTIPLIER | \$ <u>147,999.21</u> |
|--|----------------------|

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

| | |
|--------------------|--------------------|
| TOTAL DIRECT COSTS | \$ <u>2,000.79</u> |
|--------------------|--------------------|

C. SERVICES BY OTHERS

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

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

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

D. ADDITIONAL SERVICES (Prime Consultant)

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

(Requires prior authorization before use)

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

| |
|----------------------|
| \$ <u>150,000.00</u> |
|----------------------|

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

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

Vehicles (Only for Vehicles assigned to project)

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

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

NOTES:

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

Contract No.: RR-18-4383

Consultant: OSEH Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

EXHIBIT F

Contract No. RR-18-4383

OSEH Inc.

SCOPE OF SERVICES

Following the Tollway's Roadway Traffic Control guidelines, and Tollway design standards, OSEH Inc. will identify, design and compile maintenance of traffic studies for task orders assigned. The following tasks will be undertaken.

Prepare analyses of possible MOT pathways.

Prepare and submit a schematic maintenance of traffic (MOT) plan based on DSE manual.

Provide typical roadway sections and other critical locations that show work zone limits.

Working closely with the prime consultant, our team will develop and evaluate roadway design alternatives, documenting our findings and objectives. OSEH Inc. will also provide roadway support for the conceptual submittal. The following tasks will be undertaken in support of the Prime consultant.

Propose new plausible alternatives to be considered.

Identify Road closure and/or relocation sites.

Recommmend major design features of preferred alternative.

EXHIBIT G

Contract No. RR-18-4383

OSEH 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 |
|----------------------------|--|--|-----------------------------------|-------------------------------------|
| Various | Pole Loading Structural analysis | \$62,300.00 | \$54,913.00 | 11/30/2018 |
| I-18-4361 | Signing Striping Plans - EOWA Extension | \$73,343.33 | \$73,343.33 | 12/31/2019 |

Contract No.: RR-18-4383

Consultant: OSEH Inc.

EXHIBIT H - SERVICES BY OTHERS

Exhibits A-B, D-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-B, D-G for second tier subconsultants.

DBE/MBE/WBE SUBCONSULTANTS

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

** Additional services funds require prior authorization before use

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

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

Exhibits A-B, D-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-B, D-G for second tier subconsultants.

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

| | | | | |
|---|--------------------------------|----|--|---|
| 1 | | | | |
| | Direct Labor | | | |
| | Direct Costs | | | |
| | Services by Others | | | |
| | Additional Services ** | | | |
| | Total this Subconsultant (ULC) | \$ | | - |
| 2 | | | | |
| | Direct Labor | | | |
| | Direct Costs | | | |
| | Services by Others | | | |
| | Additional Services ** | | | |
| | Total this Subconsultant (ULC) | \$ | | - |
| 3 | | | | |
| | Direct Labor | \$ | | - |
| | Direct Costs | \$ | | - |
| | Services by Others | \$ | | - |
| | Additional Services ** | \$ | | - |
| | Total this Subconsultant (ULC) | \$ | | - |
| 4 | | | | |
| | Direct Labor | \$ | | - |
| | Direct Costs | \$ | | - |
| | Services by Others | \$ | | - |
| | Additional Services ** | \$ | | - |
| | Total this Subconsultant (ULC) | \$ | | - |
| 5 | | | | |
| | Direct Labor | \$ | | - |
| | Direct Costs | \$ | | - |
| | Services by Others | \$ | | - |
| | Additional Services ** | \$ | | - |
| | Total this Subconsultant (ULC) | \$ | | - |

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Patrick Engineering Inc.

Contract Number: RR-18-4383

Proposal Date: 6/21/2018

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

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

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

Vehicles (Only for Vehicles assigned to project)

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

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

NOTES:

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

Contract No.: RR-18-4383

Consultant: Patrick Engineering Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal:

Project Manager:

Project Engineer:

Resident Engineer:

Documentation Engineer:

Project Civil Engineer:

Project Structural Engineer:

Sarah Czaplicki

Project Drainage Engineer:

Senior Engineer:

Others:

Name:

Classification:

Name:

Classification:

Name:

Classification:

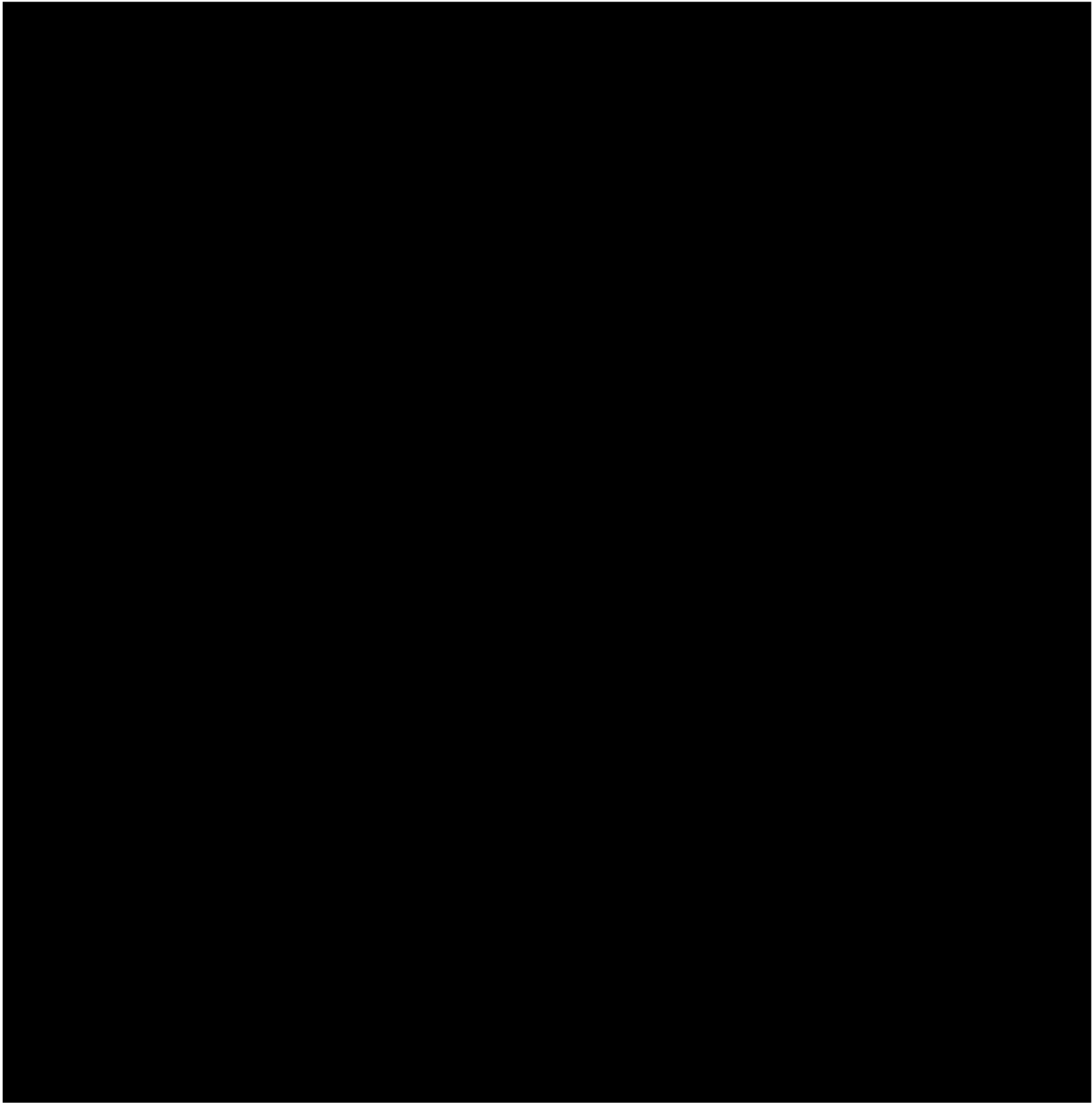
Name:

Classification:



ENGINEERING

Sarah Czaplicki, P.E., S.E. Project Structural Engineer





ENGINEERING

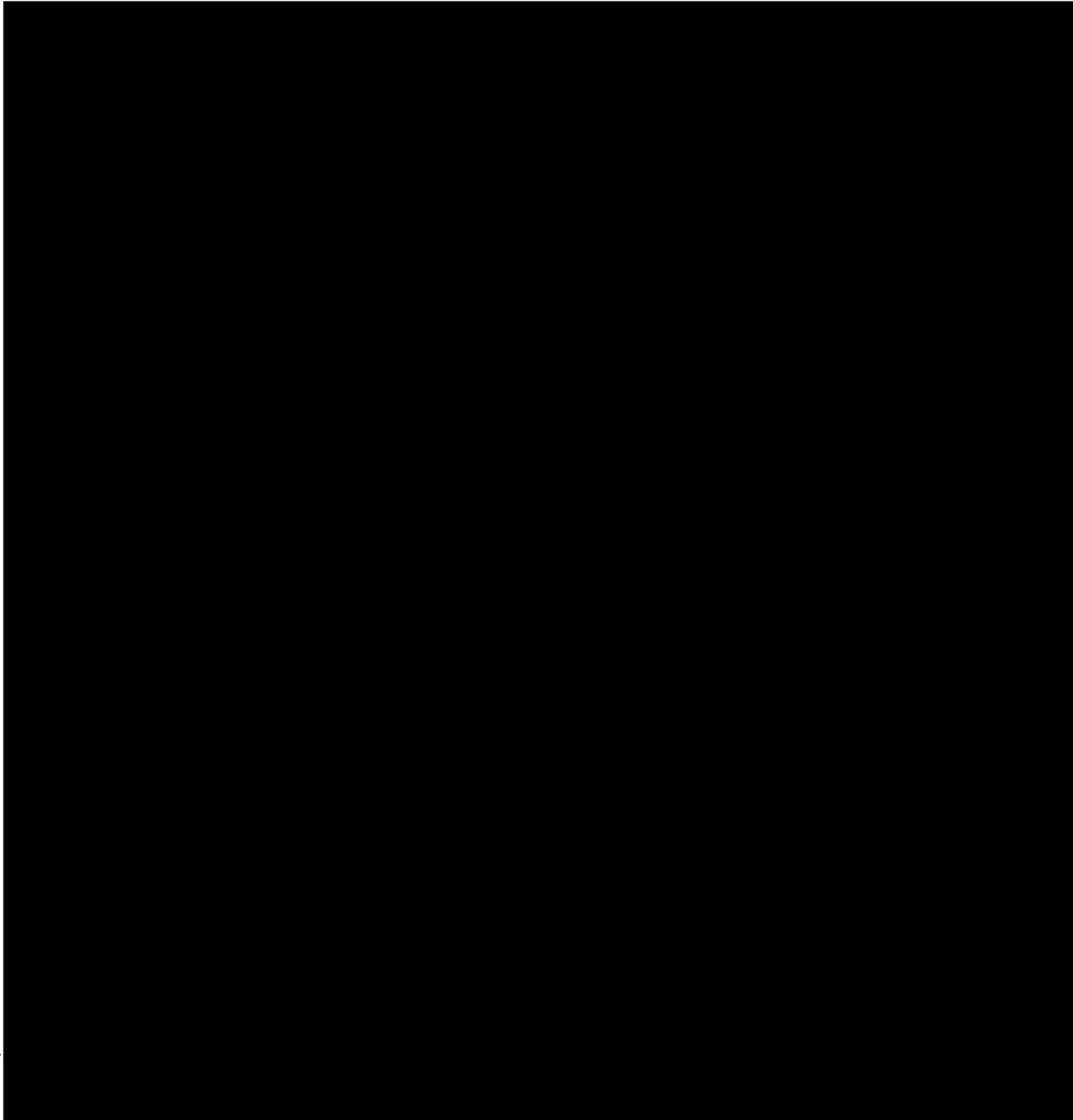


EXHIBIT F

Contract No. RR-18-4383

Patrick Engineering Inc.

SCOPE OF SERVICES

Preparation of geometric and structural analyses to support studies for new or modified interchange access along the central tri-state or anywhere on the Tollway system.

EXHIBIT G

Contract No. RR-18-4383

Civiltech Engineering, Inc.

CURRENT OBLIGATIONS FOR PROJECT

| Route & Job No. | Work Scope & Description of Project | Fee (Including all Supplementals and Extra Work Orders) | Fee Remaining To Be Earned | Estimated Date of Completion |
|----------------------------|---|--|-----------------------------------|-------------------------------------|
| I-12-4041 | EOWA; Lively to Supreme | \$3,373,260.00 | \$138,000.00 | 9/1/2018 |
| I-13-4626 | EOWA; Advance Work Contracts | \$3,004,419.00 | \$0.00 | 5/31/2018 |
| I-14-4637 | EOWA; Wood Dale Road | \$1,886,305.00 | \$118,890.00 | 12/1/2018 |
| I-15-4655 | EOWA; Mainline Lively to Arlington Heights Road | \$3,404,441.00 | \$34,700.00 | 12/1/2018 |
| I-15-4660 | Appraisal Services | \$120,000.00 | \$108,300.00 | 6/1/2020 |
| I-16-4274 | Reagan Memorial Tollway; IL Rte 47 Interchange | \$2,066,000.00 | | |
| T 18-LAC-D | Appraisal Services | \$5,000,000.00 | \$4,926,950.00 | 3/1/2021 |
| PTB 150/13 | Various Signal Studies | \$600,000.00 | \$23,217.00 | 6/1/2019 |
| PTB160/02 | US 30 from IL 31 to US 34 | \$3,363,000.00 | \$0.00 | 12/1/2018 |
| PTB 162/10 | US 6 over Marley Creek | \$936,558.00 | \$276,000.00 | 8/1/2019 |
| PTB 169/04 | US 6 (159th) US 45 to Will-Cook | \$3,773,957.00 | \$0.00 | 12/1/2019 |
| PTB 183/04 | IL 59 at US 20 | \$1,150,569.00 | \$1,018,900.00 | 9/1/2019 |

Contract No.: RR-18-4383

Consultant: Patrick Engineering Inc.

EXHIBIT H - SERVICES BY OTHERS

Exhibits A-B, D-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-B, D-G for second tier subconsultants.

DBE/MBE/WBE SUBCONSULTANTS

| | | | |
|---|--------------------------------|----------|---|
| 1 | _____ | | |
| | Direct Labor | _____ | |
| | Direct Costs | _____ | |
| | Services by Others | _____ | |
| | Additional Services ** | _____ | |
| | Total this Subconsultant (ULC) | \$ _____ | - |

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

Exhibits A-B, D-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-B, D-G for second tier subconsultants.

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

| | | | | | | | | | | | | | | | | | | | | | |
|---------------------------------------|---|--------------|---|--|--|--------------|--|--|--|--------------------|--|--|--|------------------------|--|--|--|---------------------------------------|--|----|---|
| 1 | <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 40%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table> | Direct Labor | | | | Direct Costs | | | | Services by Others | | | | Additional Services ** | | | | Total this Subconsultant (ULC) | | \$ | - |
| Direct Labor | | | | | | | | | | | | | | | | | | | | | |
| Direct Costs | | | | | | | | | | | | | | | | | | | | | |
| Services by Others | | | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | | | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | | \$ | - | | | | | | | | | | | | | | | | | | |

| | | | | | | | | | | | | | | | | | | | | | |
|---------------------------------------|--|--------------|---|--|--|--------------|--|----|---|--------------------|--|----|---|------------------------|--|----|---|---------------------------------------|--|----|---|
| 6 | <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 40%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table> | Direct Labor | | | | Direct Costs | | \$ | - | Services by Others | | \$ | - | Additional Services ** | | \$ | - | Total this Subconsultant (ULC) | | \$ | - |
| Direct Labor | | | | | | | | | | | | | | | | | | | | | |
| Direct Costs | | \$ | - | | | | | | | | | | | | | | | | | | |
| Services by Others | | \$ | - | | | | | | | | | | | | | | | | | | |
| Additional Services ** | | \$ | - | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | | \$ | - | | | | | | | | | | | | | | | | | | |

| | | | | | | | | | | | | | | | | | | | | | |
|---------------------------------------|---|--------------|---|--|--|--------------|--|--|--|--------------------|--|--|--|------------------------|--|--|--|---------------------------------------|--|----|---|
| 2 | <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 40%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table> | Direct Labor | | | | Direct Costs | | | | Services by Others | | | | Additional Services ** | | | | Total this Subconsultant (ULC) | | \$ | - |
| Direct Labor | | | | | | | | | | | | | | | | | | | | | |
| Direct Costs | | | | | | | | | | | | | | | | | | | | | |
| Services by Others | | | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | | | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | | \$ | - | | | | | | | | | | | | | | | | | | |

| | | | | | | | | | | | | | | | | | | | | | |
|---------------------------------------|--|--------------|---|--|--|--------------|--|----|---|--------------------|--|----|---|------------------------|--|----|---|---------------------------------------|--|----|---|
| 7 | <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 40%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table> | Direct Labor | | | | Direct Costs | | \$ | - | Services by Others | | \$ | - | Additional Services ** | | \$ | - | Total this Subconsultant (ULC) | | \$ | - |
| Direct Labor | | | | | | | | | | | | | | | | | | | | | |
| Direct Costs | | \$ | - | | | | | | | | | | | | | | | | | | |
| Services by Others | | \$ | - | | | | | | | | | | | | | | | | | | |
| Additional Services ** | | \$ | - | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | | \$ | - | | | | | | | | | | | | | | | | | | |

| | | | | | | | | | | | | | | | | | | | | | |
|---------------------------------------|---|--------------|------|--|--|--------------|------|--|--|--------------------|------|--|--|------------------------|------|--|--|---------------------------------------|--|----|---|
| 3 | <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 40%; text-align: right;">\$ -</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black; text-align: right;">\$ -</td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$ -</td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$ -</td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table> | Direct Labor | \$ - | | | Direct Costs | \$ - | | | Services by Others | \$ - | | | Additional Services ** | \$ - | | | Total this Subconsultant (ULC) | | \$ | - |
| Direct Labor | \$ - | | | | | | | | | | | | | | | | | | | | |
| Direct Costs | \$ - | | | | | | | | | | | | | | | | | | | | |
| Services by Others | \$ - | | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | \$ - | | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | | \$ | - | | | | | | | | | | | | | | | | | | |

| | | | | | | | | | | | | | | | | | | | | | |
|---------------------------------------|---|--------------|------|--|--|--------------|------|--|--|--------------------|------|--|--|------------------------|------|--|--|---------------------------------------|--|----|---|
| 8 | <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 40%; text-align: right;">\$ -</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black; text-align: right;">\$ -</td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$ -</td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$ -</td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table> | Direct Labor | \$ - | | | Direct Costs | \$ - | | | Services by Others | \$ - | | | Additional Services ** | \$ - | | | Total this Subconsultant (ULC) | | \$ | - |
| Direct Labor | \$ - | | | | | | | | | | | | | | | | | | | | |
| Direct Costs | \$ - | | | | | | | | | | | | | | | | | | | | |
| Services by Others | \$ - | | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | \$ - | | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | | \$ | - | | | | | | | | | | | | | | | | | | |

| | | | | | | | | | | | | | | | | | | | | | |
|---------------------------------------|---|--------------|------|--|--|--------------|------|--|--|--------------------|------|--|--|------------------------|------|--|--|---------------------------------------|--|----|---|
| 4 | <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 40%; text-align: right;">\$ -</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black; text-align: right;">\$ -</td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$ -</td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$ -</td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table> | Direct Labor | \$ - | | | Direct Costs | \$ - | | | Services by Others | \$ - | | | Additional Services ** | \$ - | | | Total this Subconsultant (ULC) | | \$ | - |
| Direct Labor | \$ - | | | | | | | | | | | | | | | | | | | | |
| Direct Costs | \$ - | | | | | | | | | | | | | | | | | | | | |
| Services by Others | \$ - | | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | \$ - | | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | | \$ | - | | | | | | | | | | | | | | | | | | |

| | | | | | | | | | | | | | | | | | | | | | |
|---------------------------------------|---|--------------|------|--|--|--------------|------|--|--|--------------------|------|--|--|------------------------|------|--|--|---------------------------------------|--|----|---|
| 9 | <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 40%; text-align: right;">\$ -</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black; text-align: right;">\$ -</td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$ -</td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$ -</td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table> | Direct Labor | \$ - | | | Direct Costs | \$ - | | | Services by Others | \$ - | | | Additional Services ** | \$ - | | | Total this Subconsultant (ULC) | | \$ | - |
| Direct Labor | \$ - | | | | | | | | | | | | | | | | | | | | |
| Direct Costs | \$ - | | | | | | | | | | | | | | | | | | | | |
| Services by Others | \$ - | | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | \$ - | | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | | \$ | - | | | | | | | | | | | | | | | | | | |

| | | | | | | | | | | | | | | | | | | | | | |
|---------------------------------------|---|--------------|------|--|--|--------------|------|--|--|--------------------|------|--|--|------------------------|------|--|--|---------------------------------------|--|----|---|
| 5 | <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 40%; text-align: right;">\$ -</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black; text-align: right;">\$ -</td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$ -</td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$ -</td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table> | Direct Labor | \$ - | | | Direct Costs | \$ - | | | Services by Others | \$ - | | | Additional Services ** | \$ - | | | Total this Subconsultant (ULC) | | \$ | - |
| Direct Labor | \$ - | | | | | | | | | | | | | | | | | | | | |
| Direct Costs | \$ - | | | | | | | | | | | | | | | | | | | | |
| Services by Others | \$ - | | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | \$ - | | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | | \$ | - | | | | | | | | | | | | | | | | | | |

| | | | | | | | | | | | | | | | | | | | | | |
|---------------------------------------|---|--------------|------|--|--|--------------|------|--|--|--------------------|------|--|--|------------------------|------|--|--|---------------------------------------|--|----|---|
| 10 | <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 40%; text-align: right;">\$ -</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black; text-align: right;">\$ -</td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$ -</td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$ -</td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table> | Direct Labor | \$ - | | | Direct Costs | \$ - | | | Services by Others | \$ - | | | Additional Services ** | \$ - | | | Total this Subconsultant (ULC) | | \$ | - |
| Direct Labor | \$ - | | | | | | | | | | | | | | | | | | | | |
| Direct Costs | \$ - | | | | | | | | | | | | | | | | | | | | |
| Services by Others | \$ - | | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | \$ - | | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | | \$ | - | | | | | | | | | | | | | | | | | | |

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Prairie Engineers, P.C.

Contract Number: RR-18-4383

Proposal Date: 6/21/2018

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-18-4383

Consultant: Prairie Engineers, P.C.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | TOTAL HOURS |
|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----------------------------|
| | | | | | | | | | | | | | 2,350 |
| | | | | | | | | | | | | | Grand Total Exhibit A Hours |
| | | | | | | | | | | | | | TOTAL HOURS |
| PUR-Task Orders-TBD | | | | | | | | 66 | 66 | 66 | 66 | 66 | 330 |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| TOTALS | | | | | | | | 66 | 66 | 66 | 66 | 66 | 330 |

Contract Number: RR-18-4383

Consultant: Prairie Engineers, P.C.

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 | | |
| PUR-Task Orders-TBD | 55 | 55 | 55 | 55 | 55 | 55 | 55 | 55 | 55 | 55 | 55 | 55 | 55 | 660 |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| TOTALS | 55 | 55 | 55 | 55 | 55 | 55 | 55 | 55 | 55 | 55 | 55 | 55 | 55 | 660 |

Contract Number: RR-18-4383

Consultant: Prairie Engineers, P.C.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | MONTHS of YEAR 2021 | | | | | | | | | | | | TOTAL HOURS | | |
|---------------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|----|-----|
| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | | | |
| PUR-Task Orders-TBD | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 288 |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| TOTALS | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 288 |

Contract Number: RR-18-4383

Consultant: Prairie Engineers, P.C.

Prairie Engineers, P.C.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | MONTHS of YEAR 2022 | | | | | | | | | | | | TOTAL HOURS | | |
|---------------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|-----|-----|
| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | | | |
| PUR-Task Orders-T&D | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 288 | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| TOTALS | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 288 |

Contract Number: RR-18-4383

Consultant: Prairie Engineers, P.C.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | MONTHS of YEAR 2023 | | | | | | | | | | | | TOTAL HOURS | | |
|---------------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|--|-----|
| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | | | |
| PUR-Task Orders-TBD | 22 | 22 | 22 | 22 | 22 | 14 | | | | | | | | | 124 |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| TOTALS | 22 | 22 | 22 | 22 | 22 | 14 | | | | | | | | | 124 |

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

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

Vehicles (Only for Vehicles assigned to project)

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

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

NOTES:

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

Contract No.: RR-18-4383

Consultant: Prairie Engineers, P.C.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

EXHIBIT G

Contract No. RR-18-4383

Prairie Engineers, P.C.

CURRENT OBLIGATIONS FOR PROJECT

| Route & Job No. | Work Scope & Description of Project | Fee (Including all Supplementals and Extra Work Orders) | Fee Remaining To Be Earned | Estimated Date of Completion |
|----------------------------|---|--|-----------------------------------|-------------------------------------|
| PTB 184-15 | Various Phase I/II Projects, District 3 | \$30,000.00 | \$0.00 | 12/31/2018 |
| PTB 180-018 | Phase I/II Various Projects, District 5 | \$500,000.00 | \$300,000.00 | 8/17/2020 |
| PTB 183-014 | Various Survey Projects, District 8 | \$250,000.00 | \$93,905.00 | 7/18/2021 |
| PTB 180-026 | Various Survey Projects and Project Management for Surveys | \$20,161.00 | \$1,888.00 | 12/31/2018 |
| PTB 178-012 | Various Survey Projects, District 4 | \$77,751.00 | \$0.00 | 12/31/2018 |
| TB 176-033 | Various PH I, II and/or III Engineering Services for Chicago to St. Louis High Speed Rail | \$190,000.00 | \$0.00 | 12/31/2018 |
| PTB 174-019 | Eng. Svcs. For Pavement Testing, Eng. Evals. And Perform. Monitoring | \$970,733.00 | \$175,000.00 | 12/31/2021 |
| PTB 176-025 | Aeronautics Project-1, Services to provide document and conduct visual inspections for pavements at approximately seventy-four (74) airports on an anticipated three year cycle | TBD | TBD | 12/31/2021 |
| PTB 181-021 | Program Manager Chicago to Quad Cities Rail Project | \$198,571.00 | \$28,206.00 | 12/31/2023 |
| PTB 180-020 | Various Survey Projects | \$23,545.00 | \$0.00 | 12/31/2018 |
| PTB 180-023 | IL 3 Connector from Exchange Ave. to Collisville Ave. and IL 203, Phase I Project in the Cities of East St. Louis, Fairmont City and Madison, in St. Clair and Madison Counties, District 8 | \$439,515.00 | \$365,800.00 | 1/9/2019 |
| PTB 180-027 | Outdoor Advertising and Junk Yard Control Program Services | \$382,684.00 | \$80,753.00 | 12/31/2021 |
| PTB 169-029 | Prepare Environmental Documentation for the US 24 Quincy Memorial Bridge | \$26,141.00 | \$1,623.00 | 12/31/2019 |
| PTB 174-014 | FAI 270 over Mississippi River, Phase I Project | \$2,929.00 | \$0.00 | 12/31/2019 |
| PTB 177-011 | Phase I Engineering Services for the Proposed Shawnee Expressway from IL3/IL146 intersection to Interstate 57, Alexander, Pulaski and Union Counties | \$155,105.00 | On Hold | 12/31/2021 |

EXHIBIT G
Contract No. RR-18-4383

Prairie Engineers, P.C.

CURRENT OBLIGATIONS FOR PROJECT

| | | | |
|--|--------------|-------------|------------|
| PTB 177-009 FAI 74 (I-74), Replacement of Structure Carrying Pinecrest Drive over I-74, Pahse I/II Project | \$46,655.00 | \$39,520.00 | 12/31/2021 |
| PTB 172-023 Local Roads Project Managemnt for various Projects District 8 | \$0.00 | \$0.00 | 12/31/2018 |
| 22033177 Near Road Air Monitors | \$24,395.00 | \$9,700.00 | 12/31/2018 |
| 224 PSB 14- Tri-State Tollyway, Roadway Study Cermak Road (M.P. 29.5 to Balmoral Ave. (40.0) | \$756,086.00 | \$0.00 | 12/31/2018 |
| PSSU14R01 M/E Eng. Retainer | \$50,000.00 | \$20,000.00 | 12/31/2019 |
| PSSU18041 UIUC Plumbing Renovations | TBD | TBD | 12/31/2019 |

EXHIBIT G

Contract No. RR-18-4383

Prairie Engineers, P.C.

CURRENT OBLIGATIONS FOR PROJECT

| Route & Job No. | Work Scope & Description of Project | Fee (Including all Supplementals and Extra Work Orders) | Fee Remaining To Be Earned | Estimated Date of Completion |
|----------------------------|--|--|-----------------------------------|-------------------------------------|
| 120-175-134 | Menard CC, Roof Structure Evaluation | \$14,398.00 | \$0.00 | 12/31/2018 |
| 250-189-017 | CMS Exterior Repairs, Sangamon Co. | \$10,700.00 | \$1,690.00 | 12/31/2018 |
| 546-096-009 | DMA, Replace Roof & Site Improvements, Decatur Armory | \$21,800.00 | \$0.00 | 12/31/2018 |
| 546-125-013 | DMA Upgrade Plumbing, Effingham Armory | \$36,150.00 | \$10,400.00 | 12/31/2018 |
| 546-185-013 | DMA, Upgrade Plumbing, Lawrenceville Armory | \$75,297.00 | \$21,951.00 | 6/30/2019 |
| 546-261-004 | Peoria AASF Readiness Center Apron Repair | \$310,600.00 | \$98,250.00 | 12/31/2018 |
| 546-261-005 | ING Plumbing/Fire Protection, Peoria | \$3,098.00 | \$3,600.00 | 12/31/2018 |
| 546-318-013 | DMA Construct Firing Range, Sparta Armory | \$18,095.00 | \$10,912.00 | 12/31/2018 |
| 546-325-075 | DMA Renovate Building/Site Improvements, Camp Lincoln | \$50,000.00 | \$14,500.00 | 12/31/2018 |
| 546-325-076 | DMA Construct Readiness Center, Camp Lincoln | \$8,400.00 | \$4,200.00 | 12/31/2018 |
| 630-000-214 | D9 Maintenance Facility Various Improvements | \$43,650.00 | \$12,452.00 | 12/31/2018 |
| 630-000-230 | D7 Maintenance Facility Improvements | \$17,600.00 | | 12/31/2018 |
| 630-000-232 | D8/D9 Maintenance Facility Improvements | \$49,200.00 | \$40,900.00 | 12/31/2019 |
| 630-341-005 | DOT Renovate Rest Areas, Macon County | \$42,627.00 | \$11,087.00 | 12/31/2018 |
| PTB 184-026 | Ph I/Replace Structure, Washington Park | \$0.00 | | 12/31/2021 |
| PTB 158-031 | V/V PhI/PhII District 8 | \$55,592.00 | \$0.00 | 12/31/2018 |
| PTB 187-010 | V/V Surveys District 6 | \$195,000.00 | \$195,000.00 | 6/4/2023 |
| PTB 180-025 | V/V PhI/PhII District 8 | TBD | | 12/31/2019 |
| 70752 | District 5 Land Acquisition | \$30,300.00 | | 12/31/2019 |
| PTB 183-013 | V/V Surveys District 8 | \$55,480.00 | \$35,155.00 | 12/31/2020 |
| PTB 184-032 | V/V Surveys District 9 | TBD | | 12/31/2020 |
| PTB 156-027 | V/V Phi/PhII District 3 | \$40,111.00 | \$0.00 | 12/31/2018 |

EXHIBIT H - SERVICES BY OTHERS

Exhibits A-B, D-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-B, D-G for second tier subconsultants.

DBE/MBE/WBE SUBCONSULTANTS

| | | |
|---|--------------------------------|------------|
| 1 | _____ | |
| | Direct Labor | _____ |
| | Direct Costs | _____ |
| | Services by Others | _____ |
| | Additional Services ** | _____ |
| | Total this Subconsultant (ULC) | \$ _____ - |

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

EXHIBIT H - SERVICES BY OTHERS (continued)

Exhibits A-B, D-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-B, D-G for second tier subconsultants.

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

| | | | |
|---|--------------------------------|----------|---|
| 1 | _____ | | |
| | Direct Labor | _____ | |
| | Direct Costs | _____ | |
| | Services by Others | _____ | |
| | Additional Services ** | _____ | |
| | Total this Subconsultant (ULC) | \$ _____ | - |

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Rubino Engineering, Inc.

Contract Number: RR-18-4383

Proposal Date: 6/21/2018

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: PSB 18-2 Item 1 Consultant: Rubino Engineering, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| MONTHS of YEAR 2018 | | | | | | | | | | | | Grand Total Exhibit A Hours | 788 |
|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----------------------------|-------------|
| TASK | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | TOTAL HOURS |
| PUR-Task Orders-TBD | | | | | | | | 5 | 5 | 5 | 10 | 10 | 35 |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| TOTALS | | | | | | | | 5 | 5 | 5 | 10 | 10 | 35 |

Contract Number: PSB 18-2 Item 1

Consultant: Rubino Engineering, Inc.

Rubino Engineering, 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 | | |
| PUR-Task Orders-TBD | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 180 |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| TOTALS | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 180 |

Contract Number: PSB 18-2 Item 1 Consultant: Rubino Engineering, 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 | | |
| PUR-Task Orders-TBD | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 180 |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| TOTALS | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 180 |

Contract Number: PSB 18-2 Item 1 Consultant: Rubino Engineering, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | MONTHS of YEAR 2021 | | | | | | | | | | | | TOTAL HOURS | |
|---------------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|-----|
| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | | |
| PUR-Task Orders-TBD | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 180 |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| TOTALS | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 180 |

Contract Number: PSB 18-2 Item 1

Consultant: Rubino Engineering, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | MONTHS of YEAR 2022 | | | | | | | | | | | | TOTAL HOURS | |
|---------------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|-----|
| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | | |
| PUR-Task Orders-TBD | 13 | 13 | 13 | 13 | 13 | 13 | 13 | 13 | 13 | 13 | 13 | 13 | 10 | 153 |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| TOTALS | 13 | 13 | 13 | 13 | 13 | 13 | 13 | 13 | 13 | 13 | 13 | 13 | 10 | 153 |

Contract Number: PSB 18-2 Item 1 Consultant: Rubino Engineering, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

| TASK | MONTHS of YEAR 2023 | | | | | | | | | | | | TOTAL HOURS | |
|---------------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|----|
| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | | |
| PUR-Task Orders-TBD | 10 | 10 | 10 | 10 | 10 | 10 | | | | | | | | 60 |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| TOTALS | 10 | 10 | 10 | 10 | 10 | 10 | | | | | | | | 60 |

Contract No.: PSB 18-2 Item 1

Consultant: Rubino Engineering, Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

| | | |
|---|---|---|
| <u>788.00</u> (Total Work Hours from Exhibit A) | <u>\$ 58.91</u> (Average Hourly Rate) | TOTAL DIRECT SALARY \$ <u>46,421.08</u> |
|---|---|---|

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 \$ 129,979.02

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 20,020.98

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)

\$ 150,000.00

Contract No.: PSB 18-2 Item 1 Consultant: Rubino Engineering, 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. **OVERTIME PREMIUM**

- D. **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

- Drilling (hourly)
- Drill Rig Mobilization
- CPT mobilization
-
-
-
-
-
-
-
-
-
-
-
-
-
-
-
-
-
-
-

TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized) \$ 20,020.98

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

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

Vehicles (Only for Vehicles assigned to project)

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

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

NOTES:

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

Contract No.: PSB 18-2 Item 1

Consultant: Rubino Engineering, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

EXHIBIT F

Contract No. PSB 18-2 Item 1

Rubino Engineering, Inc.

SCOPE OF SERVICES

SERVICES TO BE PERFORMED BY SUBCONSULTANT

Preliminary Engineering Office and Field Activities

Review applicable portions of Master Planning Documents as provided by the Design

EXHIBIT G

Contract No. PSB 18-2 Item 1

Rubino Engineering, Inc.

CURRENT OBLIGATIONS FOR PROJECT

| Route & Job No. | Work Scope & Description of Project | Fee (Including all Supplementals and Extra Work Orders) | Fee Remaining To Be Earned | Estimated Date of Completion |
|----------------------------|--|--|-----------------------------------|-------------------------------------|
| State / I-17-4 | Geotechnical Investigation, Evaluation, and | \$216,799.34 | \$216,799.34 | 12/31/2018 |
| 564 / P-1100' | Geotechnical | \$5,000.00 | \$5,000.00 | ON HOLD |
| I-17-4682 | Construction Management Services Upon F | \$240,000.00 | \$240,000.00 | 12/31/2020 |

Contract No.: PSB 18-2 Item 1

Consultant: Rubino Engineering, Inc.

EXHIBIT H - SERVICES BY OTHERS

Exhibits A-B, D-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-B, D-G for second tier subconsultants.

DBE/MBE/WBE SUBCONSULTANTS

1

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

6

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

2

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

7

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

3

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

8

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

4

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

9

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

5

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

10

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

** Additional services funds require prior authorization before use

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

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

Exhibits A-B, D-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-B, D-G for second tier subconsultants.

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--------------------------------|---|--------------|---|----|---|--|--|--------------|--|----|---|--|--|--------------------|--|----|---|--|--|------------------------|--|----|---|--|--|--------------------------------|--|----|---|--|--|
| 1 | <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>Direct Costs</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> </table> | Direct Labor | | | | | | Direct Costs | | | | | | Services by Others | | | | | | Additional Services ** | | | | | | Total this Subconsultant (ULC) | | \$ | - | | |
| Direct Labor | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direct Costs | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Services by Others | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>Direct Costs</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> </table> | Direct Labor | | | | | | Direct Costs | | | | | | Services by Others | | | | | | Additional Services ** | | | | | | Total this Subconsultant (ULC) | | \$ | - | | |
| Direct Labor | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direct Costs | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Services by Others | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 10%; text-align: center;">-</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>Direct Costs</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> </table> | Direct Labor | | \$ | - | | | Direct Costs | | \$ | - | | | Services by Others | | \$ | - | | | Additional Services ** | | \$ | - | | | Total this Subconsultant (ULC) | | \$ | - | | |
| Direct Labor | | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direct Costs | | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Services by Others | | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 10%; text-align: center;">-</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>Direct Costs</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> </table> | Direct Labor | | \$ | - | | | Direct Costs | | \$ | - | | | Services by Others | | \$ | - | | | Additional Services ** | | \$ | - | | | Total this Subconsultant (ULC) | | \$ | - | | |
| Direct Labor | | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direct Costs | | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Services by Others | | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 10%; text-align: center;">-</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>Direct Costs</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> </table> | Direct Labor | | \$ | - | | | Direct Costs | | \$ | - | | | Services by Others | | \$ | - | | | Additional Services ** | | \$ | - | | | Total this Subconsultant (ULC) | | \$ | - | | |
| Direct Labor | | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direct Costs | | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Services by Others | | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--------------------------------|---|--------------|---|----|---|--|--|--------------|--|----|---|--|--|--------------------|--|----|---|--|--|------------------------|--|----|---|--|--|--------------------------------|--|----|---|--|--|
| 6 | <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>Direct Costs</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> </table> | Direct Labor | | | | | | Direct Costs | | \$ | - | | | Services by Others | | \$ | - | | | Additional Services ** | | \$ | - | | | Total this Subconsultant (ULC) | | \$ | - | | |
| Direct Labor | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direct Costs | | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Services by Others | | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7 | <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 10%; text-align: center;">-</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>Direct Costs</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> </table> | Direct Labor | | \$ | - | | | Direct Costs | | \$ | - | | | Services by Others | | \$ | - | | | Additional Services ** | | \$ | - | | | Total this Subconsultant (ULC) | | \$ | - | | |
| Direct Labor | | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direct Costs | | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Services by Others | | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8 | <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 10%; text-align: center;">-</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>Direct Costs</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> </table> | Direct Labor | | \$ | - | | | Direct Costs | | \$ | - | | | Services by Others | | \$ | - | | | Additional Services ** | | \$ | - | | | Total this Subconsultant (ULC) | | \$ | - | | |
| Direct Labor | | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direct Costs | | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Services by Others | | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 9 | <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 10%; text-align: center;">-</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>Direct Costs</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> </table> | Direct Labor | | \$ | - | | | Direct Costs | | \$ | - | | | Services by Others | | \$ | - | | | Additional Services ** | | \$ | - | | | Total this Subconsultant (ULC) | | \$ | - | | |
| Direct Labor | | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direct Costs | | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Services by Others | | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 10 | <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 10%; text-align: center;">-</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>Direct Costs</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> </table> | Direct Labor | | \$ | - | | | Direct Costs | | \$ | - | | | Services by Others | | \$ | - | | | Additional Services ** | | \$ | - | | | Total this Subconsultant (ULC) | | \$ | - | | |
| Direct Labor | | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direct Costs | | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Services by Others | | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Additional Services ** | | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total this Subconsultant (ULC) | | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

** Additional services funds require prior authorization before use

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

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

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