### RESOLUTION NO. 21749

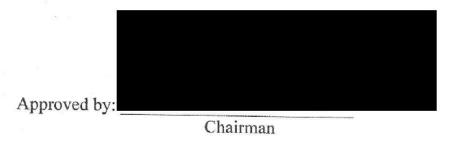
### Background

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

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

### Resolution

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



# Unified Certification Program - Search

**Contractor Details** 

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

Print

### ABNA Engineering,

Inc.

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

### County:

Out-of-State

Email: aadewale@abnacorp.com

Phone: (314)-454-0222 Fax: (314)-454-1235

Categories: Architecture\Engineering

NI	A	IC:	0
ıw	-		_

541330-Engineering

Services

541370-Surveying &

Mapping (except

Geophysical) Serv.

541620-

Environmental

Consultant Services

Speciality

541330- HIGHWAY STRUCTURE:

**TYPICAL** 

**AERONAUTICS: DESIGN** 

**ENGINEERING SERVICES** 

CONSTRUCTION INSPECTION

**ELECTRICAL ENGINEERING** 

TRAFFIC SIGNALS

RAILWAY ENGINEERING

LOCATION DRAINAGE

LIGHTING: TYPICAL

STUDIES: FEASIBILITY

HIGHWAY STRUCTURE: SIMPLE

WATERWAYS: COMPLEX

WATERWAYS: TYPICAL

**ROADS AND STREETS** 

**FREEWAYS** 

RECONSTRUCTION/MAJOR

REHABILITATION

NEW CONSTRUCTION/MAJOR

RECONSTRUCTION

STUDIES: SAFETY

REHABILITATION

SUBSURFACE UTILITY

**ENGINEERING** 

541370- SURVEYING

541620- SANITARY

**ENGINEERING** 

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Version: 1.1.27.5458

PR-14-4222

### Unified Certification Program - Search

**Contractor Details** 

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

Print

EFK Moen, LLC

Email: Ilmoen@efkmoen.com

Linda Moen

Phone: (618) 206-4250

303 Fountains Pkwy., Ste. Fax: (618) 206-4253

Fairview Heights, IL

62208

County:

Out-of-State

Categories: Architecture\Engineering

NAICS

Speciality

541330-Engineering

541330- NEW

Services

CONSTRUCTION/MAJOR

541370-Surveying &

RECONSTRUCTION

Mapping (except

HIGHWAY STRUCTURE: SIMPLE

Geophysical) Serv.

HIGHWAY STRUCTURE: TYPICAL

WATERWAYS: TYPICAL STUDIES: FEASIBILITY

REHABILITATION

SUBSURFACE UTILITY

**ENGINEERING** 

STUDIES: TRAFFIC

LOCATION DRAINAGE

RECONSTRUCTION/MAJOR

REHABILITATION

ROADS AND STREETS

**FREEWAYS** 

TRAFFIC SIGNALS

CONSTRUCTION INSPECTION

STUDIES: SAFETY

541370- SURVEYING

# Unified Certification Program - Search

**Contractor Details** 

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

Print

### Sanchez &

Associates, P.C.

Gerardo P. Sanchez 8604 W. Catalpa Ave.,

Ste. 912

Chicago, IL 60656

County:

Cook

Email: gpsanchez@sanchezsurveying.com

Phone: (773) 444-0144 Fax: (847) 232-3104

Categories: Architecture\Engineering, Construction

**NAICS** 

Speciality

238910-Site Preparation

238910- MISC:

Contractors

CONSTRUCTION LAYOUT

541370-Surveying &

AND STAKING

Mapping (except

541370- SURVEYING

Geophysical) Serv.

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Version: 1.1.27.5458

RR-14-4222

### Unified Certification Program - Search

**Contractor Details** 

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

Print

Wang Engineering,

Email: pwang@wangeng.com

Inc.

Phone: (630) 953-9928

Paul Wang

Fax: (630) 953-9938

1145 N. Main St.

Lombard, IL 60148

County:

DuPage

Categories: Architecture\Engineering

**NAICS** 

Speciality

541330-Engineering

541330- CONSTRUCTION

Services

INSPECTION

541360-Geophysical

QA HMA & AGGREGATE

Surveying & Mapping

**QA PCC & AGGREGATE** 

- unapp

541360- GENERAL

Services

GEOTECHNICAL SERVICES

SUBSURFACE EXPLORATIONS

COMPLEX

GEOTECHNICAL/MAJOR

**FOUNDATION** 

STRUCTURE GEOTECHNICAL

**REPORTS** 

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Version: 1.1.27.5458

3/8/2019

# OFFICE OF THE ILLINOIS SECRETARY OF STATE JESSE WHITE SECRETARY OF STATE

### CORPORATION FILE DETAIL REPORT

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

Return to the Search Screen

Select Certificate of Good Standing for Purchase

(One Certificate per Transaction)

BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE

From:

Bailey, Shanel

Sent:

Wednesday, March 20, 2019 8:55 AM

To:

Bailey, Shanel

Subject:

Bowman, Barrett & Associates, Inc.

.

OCIS CICIOCP1

OFFSET CONTRACT INOUIRY

08:15 03/20/19

ACTION: S

VENDOR NUMBER= \*\*\*\*

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

OFFSET: 00 OF 00

### DISCLAIMER:

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

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From:

Bailey, Shanel

Sent:

Wednesday, March 20, 2019 8:48 AM

To:

Bailey, Shanel

Subject:

ABNA of Illinois Inc.

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

08:15 03/20/19

ACTION: S

VENDOR NUMBER = \*\*\*

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

OFFSET: 00 OF 00

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From:

Bailey, Shanel

Sent:

Wednesday, March 20, 2019 8:51 AM

To:

Bailey, Shanel

Subject:

Christopher B. Burke, Engineering, Ltd. -

OCIS CICIOCPI

OFFSET CONTRACT INQUIRY

08:15 03/20/19

ACTION: S

VENDOR NUMBER \*\*\*

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

OFFSET: 00 OF 00

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From:

Bailey, Shanel

Sent:

Wednesday, March 20, 2019 8:53 AM

To:

Bailey, Shanel

Subject:

Sanchez & Associates, PC -

sociates, PC -

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

08:15 03/20/19

ACTION: S

VENDOR NUMBER= \*\*\*

VENDOR NAME: \*

OFFSET: 00 OF 00

CLAIMING AGENCY NUMBER: \*
CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

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### <u>DESIGN SECTION ENGINEER</u> **SECOND** SUPPLEMENTAL AGREEMENT

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

### WITNESSETH:

WHEREAS, the TOLLWAY selected the DESIGN SECTION ENGINEER from PSB 14-3, Item 2, and DESIGN SECTION ENGINEER entered into an agreement on June 23, 2015, to provide design section engineering services (hereinafter "Services"") for Contract No. RR-14-4222 for Bridge Rehabilitation/Reconstruction on the Tri-State Tollway (I-294) Mile Post 26.6 (Burlington Northern Santa Fe (BNSF) Railroad Bridge; and

WHEREAS, additional supplemental Services are necessary due to the increased scope of the work; and

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

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

### ARTICLE I

### **General Provisions**

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

### ARTICLE II

### Time of Performance

The DESIGN SECTION ENGINEER shall perform the services herein in

Rev. 1/3/2019 Page 1 of 5 Contract RR-14-4222

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

### ARTICLE III

### Reaffirmation of Original Agreement

All covenants and agreements contained in the Original Agreement made and entered into by and between the TOLLWAY and DESIGN SECTION ENGINEER and all prior Supplemental Agreements, if any, to provide Services for Contract No. RR-14-4222 for Bridge Rehabilitation/Reconstruction on the Tri-State Tollway (I-294) Mile Post 26.6 (Burlington Northern Santa Fe (BNSF) Railroad Bridge are reaffirmed and shall govern this Agreement as if fully set forth herein, it being the intent that this Agreement shall be a supplement to said agreement(s).

### ARTICLE IV

### Record Retention and Audit

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

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

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

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

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

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

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

### ARTICLE V

### Compensation

The upper limit of compensation for said supplemental Services for Contract No. RR-14-4222 for Bridge Rehabilitation/Reconstruction on the Tri-State Tollway (I-294) Mile Post 26.6 (Burlington Northern Santa Fe (BNSF) Railroad Bridge performed by the DESIGN SECTION ENGINEER under the Original Agreement and including the services set forth herein, is hereby increased from \$6,891,121.51 by \$330,402.57 to \$7,221,524.08.

### **ARTICLE VI**

### Report of a Change in Circumstances

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

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

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

### ARTICLE VII

### **EXPATRIATED ENTITIES**

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

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

out i sementi le monte ementi foi fat 14 41	ELE tilo day and your mot above witten.
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY	GANNETT FLEMING, INC. (formerly Bowman, Barrett &
By	President 4 8 2019  President-Signature Date  James M. Daum  Printed Name as Signed Above
Chief Financial Officer - Signature Date Michael Colsch	
APPROVED:	
General Counsel – Signature Date	
Approved as to Form a	nd Constitutionality
Attorney General, State of	5/22/19
, V	<b>3</b>

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

### FOR CONTRACT NUMBER RR-14-4222

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

### **DESCRIPTION/LOCATION OF DESIGN SECTION**

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

### REAFFIRMATION OF ORIGINAL AGREEMENT

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

### SCOPE OF SUPPLEMENTAL DESIGN ENGINEERING SERVICES

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

### FEE PROPOSAL

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

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

<u>PAYROLL COSTS AND MULTIPLIER</u> - 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.

Rev. 3/1/2017	Page 1 of 5	EXHIBIT "1"			
		PAGE	OF		

### AGREEMENT LIMITS

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

The Upper Limit Compensation shall be increased

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

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

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

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

Rev. 3/1/2017 Page 2 of 5 EXHIBIT "1"

PAGE \_\_\_\_OF \_\_\_ EXHIBIT "1" Page **2** of **115**  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.

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

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

### PARTIAL PAYMENTS

Rev. 3/1/2017	Page 3 of 5	EX	(HIBIT "1"	
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			Page 3 of	f 115

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

### REVISIONS TO SUPPLEMENTAL SCOPE OF WORK

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

Rev. 3/1/2017

Page 4 of 5

EXHIBIT "1"

PAGE \_\_\_\_OF \_\_\_

EXHIBIT "1"

### THIS PROPOSAL FOR SUPPLEMENTAL DESIGN SECTION ENGINEERING SERVICES FOR

### CONTRACT RR-14-4222

### SUBMITTED BY:

FIRM NAME:

Gannett Fleming, Inc.

ADDRESS:

130 E. Randolph Street, Suite 2650

CITY, STATE &

ZIP CODE:

Chicago, Illinois 60601

TELEPHONE:

312-228-0100

FACSIMILE:

312-228-0706

SIGNED BY:

PRINTED NAME:

James Daum

TITLE:

Vice President

Rev. 3/1/2017

Page 5 of 5

EXHIBIT "1"

PAGE \_\_\_\_OF EXHIBIT "1" Page 5 of 115



### CERTIFICATE OF LIABILITY INSURANCE

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

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) 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 Cura Mayren	TO THE STATE OF TH	CONTACT Janice Bolton					
Gunn-Mowery P.O. Box 900 Camp Hill PA 17001-0900		PHONE (A/C, No, Ext): 717-761-4600, Ext. 3031 FAX (A/C, No): 717-7					
		E-MAIL ADDRESS: JBolton@GunnMowery.com					
		INSURER(S) AFFORDING COVERAGE					
		INSURER A : PA Manufacturers Indemnity Co.		41424			
INSURED	6895	INSURER B: Indemnity Ins Co of North America	9	43575			
Gannett Fleming, Inc. P.O. Box 67100		INSURER C:					
Harrisburg, PA 17106-7100		INSURER D:					
		INSURER E:					
		INSURER F:					
COVERAGES	CERTIFICATE NUMBER, 1076164563	DEVISION	MUMPED.				

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.

ISR TR	TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
A	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR	Y	Y	3019012907384A	2/1/2019	2/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000 \$1,000,000
	X Contractual Liab	- 8		и			MED EXP (Any one person)	\$10,000
			100	* .		5 - 10	PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	POLICY X PRO- JECT LOC			5 N N		1 5	PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:		13			10.00		\$
A	AUTOMOBILE LIABILITY	Y	Υ	1519012907384A	2/1/2019	2/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X ANY AUTO			30		- 8	BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS			X 2			BODILY INJURY (Per accident)	\$
	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
В	X UMBRELLA LIAB X OCCUR	Y	Υ	N11004507002	2/1/2019	2/1/2020	EACH OCCURRENCE	\$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$10,000,000
	DED X RETENTION \$ 0							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Y	2019012907384A	2/1/2019	2/1/2020	X PER OTH-	
	ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A		_			E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)  If yes, describe under			962			E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
					14	1 7		

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

Blanket Additional Insured applies per written contract.

1002-064883 Tollway RR-14-4222, BNSF RR over I-294. The following are considered as Additional Insureds for General Liability and Automobile Liability policies as per written contract: Illinois State Toll Highway Authority. Coverages apply on a Primary and Non-Contributory basis per policy language. [BB&A Project Number: 1303]

ILLINOIS STATE TOLL HIGHWAY AUTHORITY 2700 OGDEN AVENUE

**DOWNERS GROVE IL 60515** 

**CANCELLATION 90** 

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE HOLDER

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

Location(s) Of Covered Operations
a above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - The acts or omissions of those acting on your behalf;

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

### However:

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

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

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

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

- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:
  - If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
  - 1. Required by the contract or agreement; or

Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

#### **SCHEDULE**

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

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

#### However:

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

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

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

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

whichever is less.

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

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

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

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

Named Insured:	
Endorsement Effective Date:	

### **SCHEDULE**

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

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

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

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



### CERTIFICATE OF LIABILITY INSURANCE

6/1/2019

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

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

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### **Contract Information Sheet**

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

Consultant Name:	Gannett Fleming, Inc.	
Contract Number:	RR-14-4222	
Proposal Date:	3/1/2019	

**Exhibit Pointers** 

Editable cells in each exhibit are underlined in red

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

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

Rev. 6/2016

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	Mar	644		650	
	Feb				
	Jan				
	TASK	Phase II Plans Admin/Management		TOTALS	
			× × ×		EXHIBIT "1" Page <b>14</b> of <b>115</b>

KK-14	-4222				<u>ဝ</u>	Consultant:			Gannett F	leming, Ir	JC.	
			EXHE	SIT A: ES	TIMATE	) TASK	NORK H	OURS				
								Ģ	and Tota	I Exhibit	A Hours	1,668
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Contract No.: RR-14-4222	Consultant: _	Gannett Fl	eming, Inc.	2
EXHIBIT	B: FEE CALCU	<u>JLATIONS</u>		
A. DIRECT LABOR (without overtime)				
(Total Work Hours	\$ 44.30 (Average Hourly Rate from Exhibit C-2)	= TOTAL DIRECT SAI	LARY_\$	73,892.40
Multiplier to be used on this project: Allowable Multiplier = (2.8 DSE) (2.5 o	or 2.8 CM) (2.5 PMO)		***************************************	2.80
DIRECT RE	EGULAR SALA	RY TIMES MULTIPLIE	R _\$	206,898.72
B. REIMBURSABLE DIRECT COSTS NOT E  (For Prime Consultant listed above.)	LIGIBLE FOR F	PROFIT		
		TOTAL DIRECT CO	STS	
C. SERVICES BY OTHERS				
Total Allowable Fee DBE/MBE/WBE Su	bconsultant (from Ex	chibit H) \$ 85,225	5.05	
Total Allowable Fee Non-DBE/MBE/WBE Subcons	ultant (from Exhibit I	38,278 (cont))_\$	3.80	
		TOTAL SERVICES BY OTHI	ERS \$	123,503.85
D. ADDITIONAL SERVICES (Prime Consultant)	(Requ	ilres prior authorization before	use)	
ADDITIONAL SERVICES (Subconsultants)	(Requ	ilres prior authorization before	use)	
	(Requ	TOTAL ADDITIONAL SERVIC ires prior authorization before		
E. MAXIMUM ALLOWABLE FEE (Upper Limit of	Compensation)		\$	330,402.57

Contract No.: RR-	RR-14-4222	Consultant:		Gannett Fleming, Inc.
Date: 3/1	3/1/2019			
	EXHIBIT C-1:	EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE	ESCALATION TABLE	
	CONTRACT TERM:	9 :	No. OF MONTHS	
	SCHEDULED START DATE:	3/1/2019		
	RAISE DATE:	8/31/2019		
	PERCENT OF RAISE:	%0 ::		
	ESCAL	ESCALATION PER YEAR Year 1 through 5	hrough 5	
3/1/2019 - 8/31/2019	1	1	1	1
Date Date	Date Date	Date Date	Date Date	Date Date
6.0	6.0	6.0	6.0	6.0
100.00% Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period
	ESCAL	ESCALATION PER YEAR Year 6 through 10	rough 10	
4	1			1
Date Date	Date Date	Date Date	Date Date	Date Date
6.0	6.0	6.0	6.0	6.0
Escalation Factor Sixth Period	Facalation Factor Seventh Pariod	Fecalation Earter Einhth Derind	Ecralation Earthy Night Derive	Fecalation Factor Tanth Desired
				בפרמומות ביות ביות ביות ביות ביות ביות ביות בי
The esca	The escalation factor for this project is:	100.00%	1	

Version 16,

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

3/1/2019

Date:

**Escalation Factor:** 

100.00% (From Exhibit C-1)

	EXHIBIT C-2: DIRECT LABOR	CLASSIFICATION MAN-HOURS AND RATES	TION MAN-H	OURS AND	RATES		DIRECT COST OVERTIME PREMIUM	PREMIUM
		v.			Total Estimated Work Hours:	1,668.00	Total Estimated O/T Hours:	Đ.
					Average Hourly Rate:	\$44.30	Average Premium O/T Hourly Rate:	
2					Total Direct Labor	\$73,892.40	Total Overtime Premium:	
Claceification		Tollway	Tollway	Average Hourly Rate	Escalated Average Hourly Rate		Escalated Average Premium	Estimated Overtime Hours
Eligible for Premium Overtime?	Tollway Classification	Hourly Rate for Classification	Hourly Rate for Classification	Classification (See Note A to Right)	Classification (See Note B to Right)	Hours (Including Overtime)	Overtime Hourly Rate (See Note C to Right)	(Overtime Hours Only) (See Note D to Right)
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	4.00		
No	Project Manager	\$40.00	\$70.00	\$70.00	\$70.00	150.00		
No	Senior Engineer/Planner	\$40.00	\$70.00	\$56.50	\$56.50	300.00	<i>C</i> 444	
No	Resident Engineer	\$40.00	\$70.00	\$47.33	\$47.33	254.00	-1	
No	Project Engineer/Planner	\$25.00	\$60.00	\$39.83	\$39.83	230.00	4	
No	Staff Engineer/Planner	\$20.00	\$40.00	\$30.75	\$30.75	444.00		
No	Engineer /Accountant	\$20.00	\$60.00	\$34.00	\$34.00	40.00		
ON No	Senior Technical Specialist	\$25.00	\$60.00	\$41.64	\$41.64	226.00		
ON	Technical Specialist	\$15.00	\$50.00					
No	Architect	\$30.00	\$70.00					
No	Realty Specialists	\$20.00	\$70.00					
No	Intern	\$8.25	\$20.00					
No	Admin/Clerical	\$8.25	\$40.00	\$27.50	\$27.50	20.00		
			-					

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9		
Contract N	lo.: RI	R-14-4222

Consultant:	Gannett Fleming, Inc.

Date: 3/1/2019

### EXHIBIT C-3

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	Engineer VIII	Anderson, Ross	\$50 - \$70
*	Engineer VIII	Daum, James	3
		12	
Project Manager	Engineer VII	Brescia, Donato	\$40 - \$70
	Engineer VII	Filice, Daniel	
	Engineer VII	Hessenthaler, E.G.	
	Engineer VII	Hosanna, Joseph	
	Engineer VII	Loo, Jason	
3	Engineer VII	Moses, D. David	
Senior Engineer/Planner	Engineer VI	Leary, John	\$40 - \$70
*	Engineer VI	Rose, Robert	
	Engineer VI	Rudnicki, Richard	
Resident Engineer	Engineer V	Object	0.40 0.70
resident Engineer	Engineer V	Christensen, Jordan Coronado, Oscar	\$40 - \$70
	Engineer V	Kibbons, James	
Project Engineer/Planner□	Engineer IV	Adan, Rosalva	\$25 - \$60
	Engineer IV	Crader, Bryan	
	Engineer IV	Issa, Samaan	3
	Engineer IV	Lopez, Octavio	
Staff Engineer/Planner	Engineer I/II	Darckus, Domantas	\$20 - \$40
,	Engineer I/II	Starzyk, Josua	
Engineer /Accountant	Engineer III	Kay, Emma	\$20 - \$60
Senior Technical Specialist	CADD Technician III	Davis, Raymond	\$25 - \$60
	CADD Technician III	Panganiban, Eugenie	

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

Date: 3/1/2019

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

Contract No.:	RR-14-4222	Consultant:	Gannett Fleming, Inc.
		EXHIBIT D	
	REIMBURSABLE DIR	RECT COSTS - WORKS	HEET ESTIMATES
Α.	VEHICLE REIMBURSEMENT http://www2.illinois.gov/cms/E		
В.	ALLOWABLE DIRECT COST https://www.illinoistollway.com LWAY XX ALLOWABLEDIRE	n/documents/20184/238673	/ <u>LG_TOL</u> F/b3dab3
C.	ITEMIZED DIRECT COSTS - Allowable Direct Costs list, v from the Chief Engineer prior	written permission must l	pe received
	DIRECT COST CATEGORY		

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)

### ALLOWABLE DIRECT COSTS

### 09.12.2018

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

Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD) Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD) Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD) Air Fare

Vehicles

Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD) Vehicle Rental (including tolls) Vehicle Owned or Leased (does not include

personal vehicles, not owned by the company) (includes tolls)

Parking Tolls (Personal Vehicles only) Overtime Shift Differential

Overnight Delivery/Postage Courier Service

Copies of Deliverables

Specific Insurance – required for project

CADD

Monuments - Permanent

Advertisements 2-way Radio Telephone Usage Web Site

Facility Rental for Public Meetings & Exhibits/Rendering

& AV Equipment/Transcriptions

Recording Fees Courthouse Fees Testing of Soil Samples

Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks,

pavement cores)

Equipment rental specific for project (snooper for bridge

inspection, noise meter, etc.)

Specialized equipment – on an as needed basis with prior

approval

Traffic Systems Storm sewer cleaning and televising Traffic control and protection

Aerial photography, mapping and drone usage

Utility exploratory trenching

Up to State rate maximum

Actual cost (up to State rate maximum)

Actual cost

Coach Rate with 2 weeks advance purchase with

ISTHA approval

Up to State rate maximum Actual cost up to \$55/day

\$65/full day, \$32.50/half day (4 hours or less)

Actual Cost Actual Cost Premium portion

Actual cost (based on firm's policy)

Actual Cost Actual Cost Actual Cost

Actual Costs (Maximum of \$450.00/Mo)

Actual Cost Actual Cost

Actual cost (Survey or Phase III only)

Actual Cost (Traffic System Monitoring Only)

Actual Cost

Actual Cost Actual Cost Actual Cost Actual Cost

Actual Cost

Actual Cost

Actual Cost Actual Cost Actual Cost Actual Cost Actual Cost Actual Cost

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

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

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

#### NOTES:

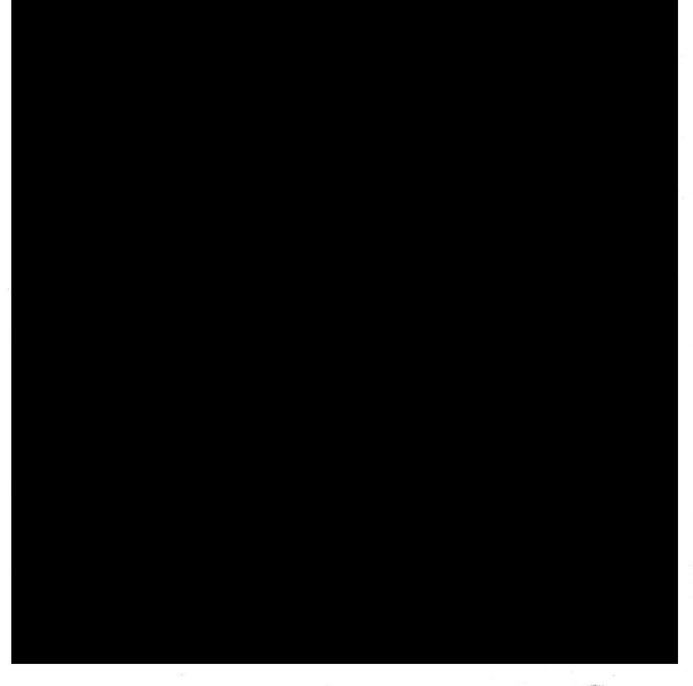
 For CM contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CM Manual allowance.

Contract No.:	RR-14-4222	Consultant:	Gannett Fleming, Inc.
	<u>E</u> )	KHIBIT E - KEY PROJECT PERSON	<u>NEL</u>
Project Princip	al:	James Daum, PE	
Project Manage	er:	Daniel Filice, PE, SE	
Project Engine	er:	D. David Moses, PE	
Resident Engin	eer:		
Documentation	Engineer:		
Project Civil En	gineer:	James Kibbons, PE	
Project Structu	ral Engineer:	John Leary, PE, SE	
Project Drainag	je Engineer:		
Senior Enginee	r:		
Others:	Name:	Ross Anderson, PE	
	Classification:	Engineer VIII	
	Name:	Joseph Hosanna, SE	
	Classification:	Engineer VII	
8	Name:		
	Classification:		
	Name:		
	Classification:		



## James Daum, PE

**Project Principal** 



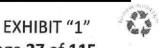


**RESUME** 

# Daniel Filice, PE, SE

**Project Manager** 



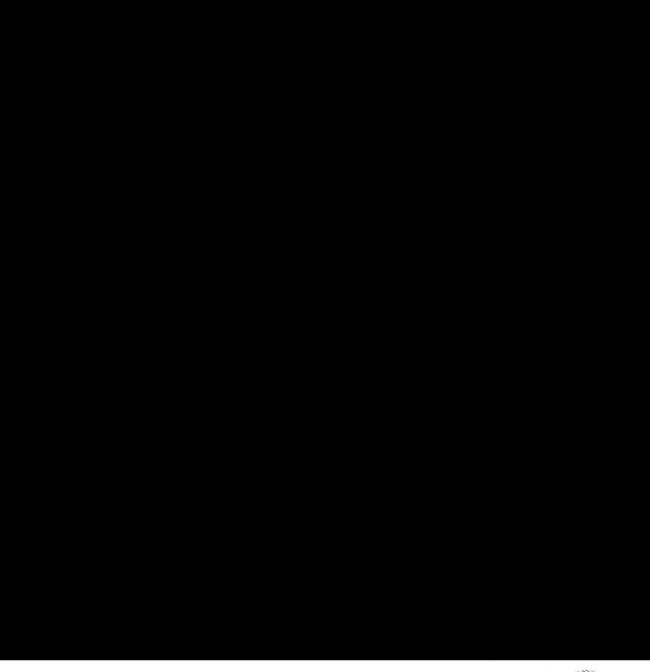


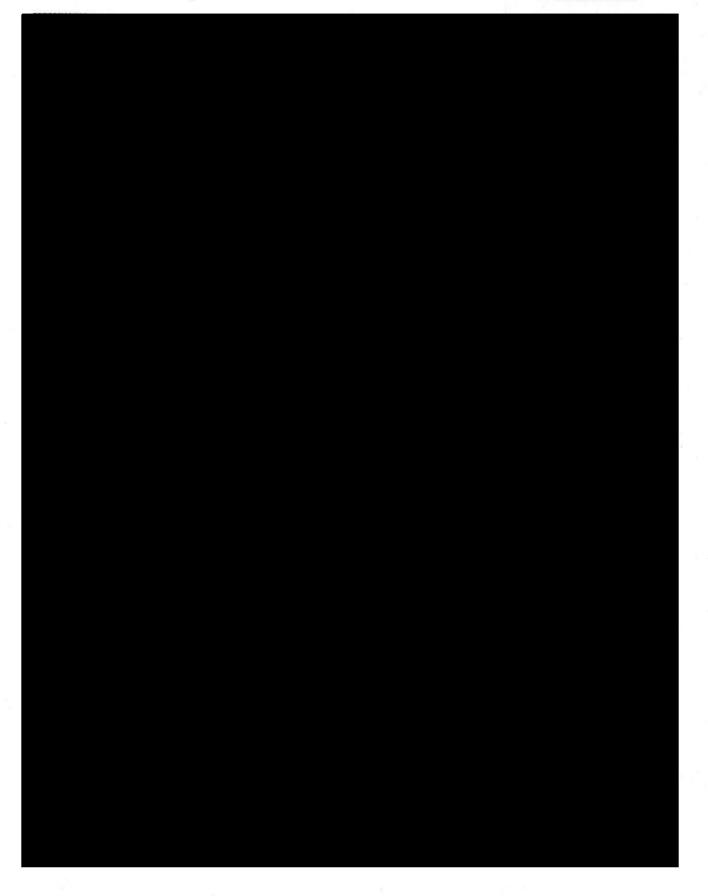


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# D. David Moses, PE









## James Kibbons, PE

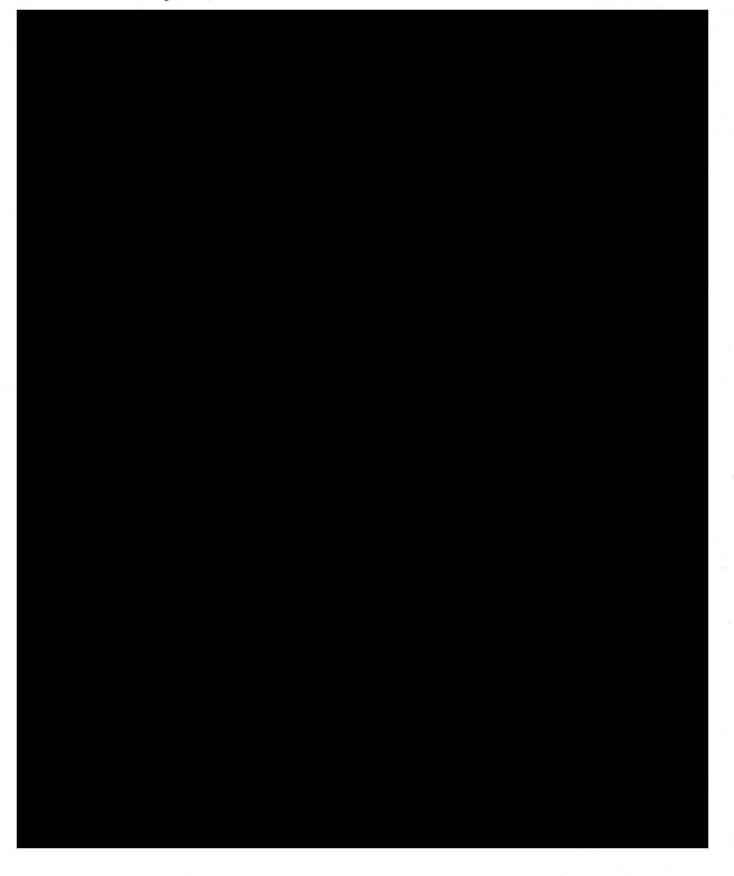
**Project Civil Engineer** 



# John Leary, PE, SE

**Structural Engineer** 







# Ross K. Anderson, PE

QA/QC Roadway







# Joseph J. Hosanna, SE

**QA/QC Structures** 





#### **EXHIBIT F**

#### Contract No. RR-14-4222

Gannett Fleming, Inc.

### **SCOPE OF SERVICES**

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

#### SUPPLEMENT NO. 2 EXHIBIT F

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

#### **SCOPE OF SERVICES**

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

# COOK COUNTY, ILLINOIS LYONS TOWNSHIP

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

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

- 5) Western Springs Park District requests modifications as follows:
  - a) Relocate the Park District tennis courts elsewhere (work performed by others) but maintains the new parking lot design. This work requires coordination with Park District design team and MWRD permitting for Tennis Court relocation to comply with detention requirements, parking lot and lighting design, and field survey work.
  - b) Revised proposed railroad embankment grading, sight screen, drainage, and erosion control plan in Spring Rock Park, which will also require Plat revisions and lighting design for Burlington Avenue.
  - c) Additional meetings and coordination for review and approval of the design.
- 6) Village of Western Springs requests modifications along Hillgrove Avenue to include lighting and drainage plans to include an overflow structure tying into the proposed cross culvert underneath the BNSF embankment and modifying the sewer along Hillgrove to function with the overflow structure.
  - a) Design and plan preparation for the requested overflow structure.
  - b) Drainage plan revisions lowering the invert elevation along Hillgrove Avenue outletting to the new overflow structure.
  - c) Revised drainage plans through the public works yard due to overflow structure.
- 7) Additional Coordination including:
  - a) Participate in Local Agency meetings due to ongoing coordination, including a corridor open house, Village of Hinsdale Parks and Recs Board Meeting, Western Springs Park District Board Meeting, Hinsdale Homeowners Meeting, and Hinsdale Open House.
  - b) Preparation of meeting exhibits, including:
    - i) Village of Hinsdale grading modifications and cross sections.
    - ii) Western Springs Park District: revised grading, sight screen fence, and railroad access ramps.
    - iii) Renderings showing existing conditions, temporary conditions during construction, and final conditions including the fourth track were developed for both the Village of Hinsdale and Village of Western Springs.
  - c) Internal coordination with DCM and OR prior to the meeting with outside agencies.
- 8) Retaining Wall in Spring Rock Park. The BNSF Railroad track design standards have been revised, and requested the Tollway implement these changes. A new retaining wall is required to accommodate this revision and will be placed within the railroad's Right of Way adjacent to Spring Rock Park. The wall is estimated to be 600-ft long with a maximum 15-ft height. A technical memorandum identifying geotechnical requirements will be developed.
- Administration/Management. Additional project management and planning is required as a result of the project modifications.

### EXHIBIT G

### Contract No. RR-14-4222

### Gannett Fleming, Inc.

### **CURRENT OBLIGATIONS FOR PROJECT**

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

Contract No.:	RR-14-4222	Consultant:

#### **EXHIBIT H - SERVICES BY OTHERS**

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

#### **DBE/MBE/WBE SUBCONSULTANTS**

Direct Labor   S	1	Sanchez & Associates, P.C.						
Direct Costs   Services by Others   Services by O			£ 7,605.74	-	6			
Services by Others   S			\$ 7,695.74	_				=
Additional Services "			•	_				<del>-</del>
Total this Subconsultant (ULC)   S		E 17800 West	\$ -	-		Services by Others	\$	
2   Wang Engineering, Ltd.			-	=		Additional Services **	\$ -	_
Direct Labor		Total this Subconsultant (ULC)		\$ 7,695.7	74	Total this Subconsultant (ULC)		\$ -
Direct Costs   Services by Others   Services by O	2	Wang Engineering, Ltd.			7			
Services by Others   Service		Direct Labor		_		Direct Labor		<del>-</del>
Services by Others		Direct Costs		_		Direct Costs	s -	- a
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 Services by Others Services by Others Additional Services ** \$ Additional Services ** \$ Total this Subconsultant (ULC)  \$ Total this Subconsultant (UL		Services by Others	\$ -	-		Services by Others		-
Total this Subconsultant (ULC)   S		Additional Services **		<del>-</del>			***************************************	-
ABNA		Total this Subconsultant (ULC)	<u>,                                      </u>	- \$ -			-	
Direct Labor   S	1025	MC200000			<del></del>	(020)		
Direct Costs   S   -	3			-	8			
Services by Others   S   Services by Others   Services			\$ 77,529.31	-		Direct Labor		-
Additional Services **			<u> </u>	-		Direct Costs	\$ -	-
Total this Subconsultant (ULC)   \$ 77,529.31   Total this Subconsultant (ULC)   \$ -		Services by Others	\$ -	-		Services by Others	\$ -	*
A   EFK Moen		Additional Services **	\$ -	-		Additional Services **	\$ -	_
Direct Labor		Total this Subconsultant (ULC)		\$ 77,529.3	1_	Total this Subconsultant (ULC)		\$ -
Direct Costs \$ -   Direct Costs \$ -   Services by Others \$ -   Services by Others \$ -   Additional Services ** \$ -   Total this Subconsultant (ULC) \$ -   Total this Subconsultant (ULC) \$ -   Direct Labor   Direct Costs \$ -   Direct Costs \$ -   Services by Others \$ -   Additional Services ** \$ -	4	EFK Moen			9			
Services by Others   \$ -     Services by Others   \$ -     Additional Services **   \$ -     Additional Services **   \$ -		Direct Labor			***************************************	Direct Labor		-
Services by Others  Additional Services **  Total this Subconsultant (ULC)  S  Total this Subconsultant (ULC)  Total this Subconsultant (ULC)  Direct Labor  Direct Costs  Services by Others  Additional Services **  Additional Services **  Services by Others  Additional Services **  Additional Services **  Services by Others  Additional Services **  Additional Services **  Services by Others  Services by Others  Additional Services **  Services by Others		Direct Costs	\$ -			Direct Costs	s -	•
Additional Services ** \$ - Total this Subconsultant (ULC) \$ - Total this Subconsultant (ULC) \$ - Total this Subconsultant (ULC) \$ -  Direct Labor Direct Costs \$ - Services by Others \$ - Additional Services ** \$ - Additional Services ** \$ - Additional Services ** \$ -		Services by Others	\$ -					-
Total this Subconsultant (ULC)  \$ - Total this Subconsultant (ULC)  5 - Total this Subconsultant (ULC)		Additional Services **		-			***************************************	•
Direct Labor         Direct Labor           Direct Costs         \$ -           Services by Others         \$ -           Additional Services **         \$ -           Additional Services **         \$ -		Total this Subconsultant (ULC)		- \$ -				- •
Direct Labor  Direct Costs \$ - Direct Costs \$ -  Services by Others \$ -  Additional Services ** \$ -					_			
Direct Costs \$ - Direct Costs \$ -  Services by Others \$ -  Additional Services ** \$ -  Additional Services ** \$ -	5				10			
Services by Others \$ -  Additional Services ** \$ -  Additional Services ** \$ -		Direct Labor				Direct Labor		
Services by Others \$ - Services by Others \$ - Additional Services ** \$ -		Direct Costs	\$ -	•		Direct Costs	\$ -	
Additional Services $\psi$ -		Services by Others	S -	-9		Services by Others		20
Total this Subconsultant (ULC) \$ - Total this Subconsultant (ULC) \$ -		Additional Services **	\$ -	2		Additional Services **	\$ -	
		Total this Subconsultant (ULC)		\$ -	<u> </u>	Total this Subconsultant (ULC)		\$ -

* Additional services funds	require prior	authorization	before use
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TOTAL DBE/MBE/WBE Subconsultants:	\$ 85,225.05
TOTAL Additional Services DBE/MBE/WBE Subconsultants:	\$ -

Gannett Fleming, Inc.

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants:	\$ 85,225.05
DBE/MBE/WBE Percentage of Total Fee (includes Additional Services):	25.79%

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

25.79%

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Gannett Fleming, Inc.

#### **EXHIBIT H - SERVICES BY OTHERS (continued)**

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

#### OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1	Christopher B. Burke Engineering, Ltd.			6			
	Direct Labor	\$ 38,278.80	)		Direct Labor		-
	Direct Costs	\$ -			Direct Costs	\$ -	
	Services by Others	\$ -	MACANA.		Services by Others	\$ -	_
	Additional Services **				Additional Services **	\$ -	
	Total this Subconsultant (ULC)		\$ 38,278.80		Total this Subconsultant (ULC)		\$ -
2	Frega			7			
	Direct Labor	\$ -	<del>-</del>		Direct Labor	\$ -	-
	Direct Costs	\$ -			Direct Costs		
	Services by Others	\$ -			Services by Others	\$ -	
	Additional Services **		_		Additional Services **	\$ -	-
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$ -
3				8			
	Direct Labor	\$ -	_		Direct Labor	\$ -	-
	Direct Costs	\$ -	manus.		Direct Costs	\$ -	7)
	Services by Others	\$ -	****		Services by Others	\$ -	700
	Additional Services **	\$ -			Additional Services **	_\$ -	
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$ -
4				9			
	Direct Labor	\$ -			Direct Labor	\$ -	
	Direct Costs	\$ -	_		Direct Costs	\$ -	<del>-</del> !!
	Services by Others	\$ -			Services by Others	s -	<b>=</b> 22 =22 
	Additional Services **	<u>s</u> -	<u></u>		Additional Services **	\$ -	
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$
5				10			
	Direct Labor	\$ -			Direct Labor	\$ -	
	Direct Costs	\$ -	<b></b>		Direct Costs	\$ -	
	Services by Others	\$ -			Services by Others	\$ -	
	Additional Services **	\$ -	_		Additional Services **	\$ -	
	Total this Subconsultant (ULC)				Total this Subconsultant (ULC)		\$ -
Addi	itional services funds require prior authori:	zation before use			TOTAL Non-DBE/MBE/V	VBE Subconsultants	\$ 38,278.80

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

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

38,278.80

## **Contract Information Sheet**

Consultant Name:

ABNA of Illinois, Inc.

Contract Number:

RR-14-4222

Proposal Date:

3/1/2019

Exhibit Pointers

Editable cells in each exhibit are underlined in red

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

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

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Illinois, Ir		Exhibit		Nov														12
ABNA of Illinois, Inc.	a.	<b>Grand Total Exhibit A Hours</b>	52X	Oct					-		-							
	OURS	Gra		Sep			***************************************				***************************************							
	NORK HO	-	2019	Aug	8													ω
Consultant:	EXHIBIT A: ESTIMATED TASK WORK HOURS		MONTHS of YEAR 2019	Jul	8			-										∞
Son	TIMATE		ONTHS	Jun	8													∞
,	SIT A: ES		N	May	146					THE PARTY OF THE P								146
	EXHIB			Apr	204	-	***************************************			-								204
				Mar	274		***************************************											274
RR-14-4222				Feb													-	
RR-14				Jan														
Contract Number:				TASK	Phase II Plans								***************************************	the control of the co				TOTALS

648 TOTAL HOURS

EXHIBIT "1" Page **46** of **115** 

Contract No.: RR-14-4222		Consultant: _	ABNA of Illino	of Illinois, Inc.				
	EXHIBI	T B: FEE CALC	ULATIONS					
A. DIRECT LABO	OR (without overtime)							
	(Total Work Hours from Exhibit C-2)	\$ 42.73 (Average Hourly Rate from Exhibit C-2)	= TOTAL DIRECT SALARY	\$	27,689.04			
BHI	Minitian da la consulta de de la consulta del consulta del consulta de la consulta del consulta della consulta							
	Itiplier to be used on this project: Allowable Multiplier = (2.8 DSE) (2.5	or 2.8 CM) (2.5 PMO)			2.80			
	DIRECT R	EGULAR SALAI	RY TIMES MULTIPLIER	\$	77,529.31			
	BLE DIRECT COSTS NOT r Prime Consultant listed above.)	ELIGIBLE FOR	PROFIT					
			TOTAL DIRECT COSTS					
C. SERVICES BY	OTHERS							
Tot	tal Allowable Fee DBE/MBE/WBE S	ubconsultant (from Ex	chibit H) _\$ -					
Total Allowabl	e Fee Non-DBE/MBE/WBE Subcons	sultant (from Exhibit H	i (cont)) \$ -					
			TOTAL SERVICES BY OTHERS	\$				
85								
D. ADDITIONAL :	SERVICES (Prime Consultant)							
	SERVICES (Subconsultants)	(Requ	ires prior authorization before use)					
ADDITIONALS	DERVICES (Subconsultants)	(Regu	ires prior authorization before use)					
			120	¢				
		(Requ	TOTAL ADDITIONAL SERVICES ires prior authorization before use)	φ	<del>-</del>			
E. MAXIMUM ALI	LOWABLE FEE (Upper Limit	of Compensation)		\$	77 529 31			

ABNA of Illinois, Inc.		(N)						1	Date Date	6.0	od Escalation Factor Fifth Period		Date Date	6.0	d Escalation Factor Tenth Period	
		IN ESCALATION TABLE	No. OF MONTHS				1 through 5		Date Date	6.0	Escalation Factor Fourth Period	s through 10	Date Date	6.0	Escalation Factor Ninth Period	
Consultant:		EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE	9	3/1/2019	8/31/2019	%0 ::	ESCALATION PER YEAR Year 1 through 5		Date Date	6.0	Escalation Factor Third Period	ESCALATION PER YEAR Year 6 through 10	Date	0.9	Escalation Factor Eighth Period	100.00%
RR-14-4222	3/1/2019	EXHIBIT C-1:	CONTRACT TERM:	SCHEDULED START DATE:	RAISE DATE:	PERCENT OF RAISE:	ESCAL		Date Date	6.0	Escalation Factor Second Period	ESCAL	- Date Date	6.0	Escalation Factor Seventh Period	The escalation factor for this project is:
Contract No.: RR-1	Date: 3/1/							3/1/2019 - 8/31/2019	Date Date 6.0	6.0	100.00% Factor First Period		- Date	6.0	Escalation Factor Sixth Period	The esca

Contract No.: Classification Eligible for Overtime? Premium S S No 8 S N<sub>O</sub> S S S S Date: Admin/Clerical Realty Specialists Architect Senior Technical Specialist Engineer /Accountant Staff Engineer/Planner Resident Engineer Senior Engineer/Planner Project Manager Principal Technical Specialist Project Engineer/Planner EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES RR-14-4222 Tollway Classification 3/1/2019 Classification **Hourly Rate** MINIMUM Tollway \$20.00 \$30.00 \$15.00 \$25.00 \$20.00 \$20.00 \$25.00 \$40.00 \$40.00 \$40.00 \$50.00 Classification **Hourly Rate** MAXIMUM Tollway \$70.00 \$70.00 \$70.00 \$20.00 \$50.00 \$60.00 \$60.00 \$40.00 \$60.00 \$70.00 \$70.00 \$70.00 Consultant: (See Note A to Classification | Classification **Hourly Rate** Average Right) Ö **Escalation Factor:** \$51.80 \$70.00 \$70.00 \$70.00 \$35.00 \$39.50 \$36.00 \$38.00 (See Note B to **Hourly Rate** Work Hours: Hourly Rate: Escalated Average **Total Direct** Right) Estimated for Average \$35.00 \$39.50 \$51.80 \$70.00 \$70.00 \$36.00 \$38.00 \$70.00 Labor Total Estimated Work Hours Overtime) (Including \$27,689.04 100.00% ABNA of Illinois, Inc. 273.00 648.00 100.00 \$42.73 75.00 65.00 35.00 21.00 75.00 4.00 (See Note C to Total Overtime Estimated O/T **Hourly Rate** Premium O/T **OVERTIME PREMIUM** Escalated Overtime Premium Hourly Rate: Average Right) Premium: DIRECT COST Average Hours: Total (See Note D to Hours Only) Estimated (Overtime Overtime Right) Hours

Contract N	٠.	DD 44 4222
Contract N	U	RR-14-4222

Consultant: ABNA of Illinois, Inc.

Date: 3/1/2019

### EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	Professional 7	Abe Adewale	\$50 - \$70
Project Manager	Professional 6	Thomas Paolicchi	\$40 - \$70
20.00	Professional 6	Robert Loehr	
Senior Engineer/Planner	Professional 6	Stephen Alsbury	\$40 - \$70
Resident Engineer	-		\$40 - \$70
Project Engineer/Planner	Professional 4	Michael Buscher	\$25 - \$60
	Professional 4	Femi Alade	
	Professional 4	Kokchung (Chris) Leow	
Staff Engineer/Planner	Professional 2	Rajan Tiwari	\$20 - \$40
	Professional 2	Baikuntha Silwal	
Engineer /Accountant	Professional 1	Manuin Fohela	E20, E60
_ngmeer mecountant	Professional 1	Marvin Echols	\$20 - \$60
Senior Technical Specialist	Technician 5	Jeevan Kethi Reddy	405 400
defilor recriffical opecialist	Technician 5	Steve Stegman	\$25 - \$60
Technical Specialist	Technician 3	Mark Jones	
recirrical Specialist		Matt Roeseler	\$15 - \$50
A solution at	Professional 2	Olatunbosun Oluwafemi Jegede	
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical			\$8.25 - \$40
			at d
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Contract No.:	RR-14-4222	Consultant:	ABNA of Illinois, Inc.
		EXHIBIT D	
	DEIMBURGARI E DIR		
	KEIMBUKSABLE DIK	RECT COSTS - WORKSHE	ET ESTIMATES
A.	VEHICLE REIMBURSEMENT http://www2.illinois.gov/cms/Er		Reimbursement.aspx
В.	ALLOWABLE DIRECT COST https://www.illinoistollway.com/	documents/20184/238673/LG	<u>TOL</u> <u>3dab3</u>
<b>C.</b>	ITEMIZED DIRECT COSTS - I Allowable Direct Costs list, v from the Chief Engineer prio	vritten permission must be r	received
	DIRECT COST CATEGORY		
		The state of the s	
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TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)

#### 09.12.2018

Effective for contracts awarded on or after August 1,  $2018_7$  the following costs are allowable when requested by the Tollway and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)

Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)

Air Fare

Vehicles

Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)

Vehicle Rental (including tolls)

Vehicle Owned or Leased (does not include

personal vehicles, not owned by the company) (includes tolls)

Parking

Tolls (Personal Vehicles only)

Overtime

Shift Differential

Overnight Delivery/Postage Courier Service

Copies of Deliverables

Specific Insurance - required for project

CADD

Monuments - Permanent

Advertisements

2-way Radio

Telephone Usage

Web Site

Facility Rental for Public Meetings & Exhibits/Rendering

& AV Equipment/Transcriptions

Recording Fees Courthouse Fees

Testing of Soil Samples

Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks,

pavement cores)

Equipment rental specific for project (snooper for bridge

inspection, noise meter, etc.)

Specialized equipment – on an as needed basis with prior

approval

Traffic Systems Storm sewer cleaning and televising

Traffic control and protection

Aerial photography, mapping and drone usage

Utility exploratory trenching

Up to State rate maximum

Actual cost (up to State rate maximum)

Actual cost

Coach Rate with 2 weeks advance purchase with

ISTHA approval

Up to State rate maximum

Actual cost up to \$55/day

\$65/full day, \$32.50/half day (4 hours or less)

Actual Cost

Actual Cost

Premium portion

Actual cost (based on firm's policy)

Actual Cost

Actual Cost

**Actual Cost** 

Actual Costs (Maximum of \$450.00/Mo)

Actual Cost

Actual Cost

Actual cost (Survey or Phase III only)

Actual Cost (Traffic System Monitoring Only)

Actual Cost

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

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

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

#### NOTES:

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

Oonti act ive	1111-14-4222	_ Consultant: AE	ona of illinois, inc.
	<u> </u>	XHIBIT E - KEY PROJECT PERSONNEL	
Project Prin	ncipal:	Abe Adewale, PE	
Project Mar	nager:	Thomas Paolicchi, PE LEED AP	
Project Eng	jineer:		
Resident Er	ngineer:		
Documenta	tion Engineer:		
Project Civi	l Engineer:		
Project Structural Engineer:		Stephen Alsbury, PE, SE	
Project Drai	inage Engineer:		
Senior Engi	neer:		
Others:	Name:	Robert Loehr, PE, SE	
	Classification:	Structural QA/QC	
	Name:		
	Classification:		
	Name:		
	Classification:		
	Name:		
	Classification:		

## ABE ADEWALE PE

ABNA

Project Principal



## THOMAS PAOLICCHI PE, LEED AP



Engineering Manager



## STEPHEN E. ALSBURY PE, SE



Sr. Structural Engineer



Stephen Alspury rade.

## ROBERT "BOB" LOEHR PE, SE



Structural Manager



#### **EXHIBIT F**

Contract No. RR-14-4222

ABNA of Illinois, Inc.

SCOPE OF SERVICES

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

### **EXHIBIT G**

#### Contract No. RR-14-4222

### ABNA of Illinois, Inc.

## **CURRENT OBLIGATIONS FOR PROJECT**

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
RR-16-9197	DUR	\$300,000.00	\$220,000.00	12/31/2019
RR-18-4353	DUR	\$180,000.00	\$130,000.00	6/30/2019
PSB 17-3	Contract I-17-4300	\$1,732,500.00	\$1,200,000.00	12/31/2021
PSB 17-2	Contract I-17-4678	\$385,000.00	\$155,000.00	12/31/2019

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

#### **EXHIBIT H - SERVICES BY OTHERS**

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

D	В	Ε/	M	BE	W	/B	E	SL	JΒ	CO	N:	SU	L	ГΑ	N.	ГS	

1				6				
	Direct Labor		_	***************************************	Direct Labor			
	Direct Costs		-		Direct Costs	\$ -		
	Services by Others		_		Services by Others	\$ -		
	Additional Services **	***************************************	***		Additional Services **	`\$ -		
	Total this Subconsultant (ULC)		- \$ -		Total this Subconsultant (ULC)	Ψ -	_	
	(020)				Total this Subconsultant (OLC)		_\$	
2			_	7				
	Direct Labor	***************************************	_		Direct Labor	×	-	
	Direct Costs	***************************************			Direct Costs	\$ -	_	
	Services by Others	***************************************			Services by Others	\$ -		
	Additional Services **		_		Additional Services **	\$ -	_	
	Total this Subconsultant (ULC)		_\$		Total this Subconsultant (ULC)		\$	
3				8				
***************************************	Direct Labor		•••		Direct Labor			
	Direct Costs	\$ -	-		Direct Costs	\$ -	_	
	Services by Others	\$ -	one.		Services by Others	\$ -		
	Additional Services **	\$ -	nois.		Additional Services **	\$ - ·		
	Total this Subconsultant (ULC)		- s -		Total this Subconsultant (ULC)	_\$	- \$	
	(020)				Total this Subconsultant (ULC)		<u> </u>	
4				9				
	Direct Labor				Direct Labor	-	_	
	Direct Costs	\$ -	-		Direct Costs	\$ -		
	Services by Others	\$ -			Services by Others	_\$	_	
	Additional Services **	\$ -	_		Additional Services **	_\$ -		
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$	
5	Di			10				
	Direct Labor		-		Direct Labor	S		
	Direct Costs	\$ - '	-		Direct Costs	\$	- 54	
	Services by Others	\$ -			Services by Others	\$ -	unuai .	
	Additional Services **	\$ -	-		Additional Services **	\$ -	-	
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$	
Additional	services funds require prior author	rization before use			TOTAL DBE/MBE/WB	E Subconsultants	:_\$	
				TOTAL Addi	itional Services DBE/MBE/WB			
					. Allowable Fee DBE/MBE/WB			-

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

Droi	200	NIA
Pro	<b>UCL</b>	NO.

Control Control			
RR	4 4	42	22

~	ons	14	4	-4-
1.6	ons	1111	гаі	nτ.

ABNA of Illinois, Inc.

#### EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS	(NOI	DBE/MBE/WBE	)
----------------------	------	-------------	---

1			*****	6			
	Direct Labor	A	mesow		Direct Labor	6	
	Direct Costs		nomente		Direct Costs	\$ -	
	Services by Others				Services by Others	\$ -	10
	Additional Services **	8			Additional Services **	\$ -	_
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		- \$ -
2				_			
-	Direct Labor	-		/		•	_
	Direct Costs				Direct Labor	\$ -	_
		**************************************	oneone .		Direct Costs	\$ -	and the same of th
	Services by Others				Services by Others	\$ -	
	Additional Services **		-		Additional Services **	\$ -	- 1 //
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		
3			mana .	8			_
	Direct Labor	\$ -	-		Direct Labor	\$ -	•
	Direct Costs	\$ -	••••		Direct Costs	\$ -	
	Services by Others	\$ -			Services by Others	\$ -	
	Additional Services **	\$ -	_		Additional Services **	\$ -	
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$ -
4							
***************************************	Direct Labor	s -	•	9	Direct Labor	•	now ·
	Direct Costs	s -			Direct Labor	\$ -	now.
	Services by Others	s -			Direct Costs	\$ -	
	Additional Services **	\$ -			Services by Others	\$ -	-
		<b>5</b> -	_		Additional Services **	\$ -	
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$ -
5			_	10			<u></u>
	Direct Labor	\$ -			Direct Labor	\$ -	<u> </u>
	Direct Costs	\$ -	T.		Direct Costs	\$ -	
	Services by Others				Services by Others	\$ -	_
	Additional Services **	\$ -	<b>—</b> a		Additional Services **	\$ -	
	Total this Subconsultant (ULC)		\$		Total this Subconsultant (ULC)		\$ -
							va

*	Additional	services	funds	require	prior	authorization	before	use
	Additional	services	runas	require	prior	autnorization	before	us

TOTAL Non-DBE/MBE/WBE Subconsultants:	s	_
. O THE TOTAL POEMINE THE CONSCITATION	Ψ	

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

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

## **Contract Information Sheet**

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

Consultant Name:	Christopher B. Burke Engineering, Ltd.	
Contract Number:	RR-14-4222	
Proposal Date:	3/01/2019	
Exhibit Pointers	Editable cells in each exhibit are underlined in red	
	Notes and guidance for each exhibit are on the right of the	exhibits in yellow text boxes

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

Contract Number:

RR-14-4222

Consultant:

Christopher B. Burke Engineering, Ltd.

294

Grand Total Exhibit A Hours

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK         Jan         Apr         May         Jun         Jul         Aug         Sep         Oct         Nov         Dec           Master Plans         Concept Plans (30%)         94         94         4         4         4         4         6         924           Phase II Plans (30%)         Adminoration         94         94         4         4         4         4         6         924           Meetings/ Coordination         General Activities         9	,				8	Σ	MONTHS of YEAR 2019	of YEAR	2019					TOTAL
Plans (30%)	TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Plans (30%) Plans (30%) Plans anagement Activities A	Master Plan													
Plans	Concept Plans (30%)						**	12	#					20
Activities anagement anagement anagement  an	Phase II Plans				94	94	4	4	4					294
anagement anagem	Meetings/ Coordination, General Activities				51									
anagement anagem	QC/QA										-			
	Admin/Management	POPULATION APPRICATION APPRICA												
													***************************************	
		-												
94 94 4 4 4														
94 94 4 4 4		***************************************									-			
94 94 4 4 4														
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94 94 4 4													**************************************	
94 94 4 4									-					
94 94 4 4 4														
	TOTALS			98	98	98	4	4	4					294

Contract No	o.:RR-14	-4222	Consultant:	Christopher B. Burke E	ngineerin	g, Ltd.
		<u>EXHIBI</u>	T B: FEE CALCUL	ATIONS		
A. DIRECT	LABOR (without	overtime)				
		294.00 X	\$ 46.50	TOTAL DIRECT SALARY	\$	13,671.00
		ll Work Hours Exhibit C-2)	(Average Hourly Rate from Exhibit C-2)			# N
	Multiplier to be u	sed on this project:				2.80
		tiplier = (2.8 DSE) (2.5	or 2.8 CM) (2.5 PMO)			2.00
		DIRECT R	EGULAR SALARY	TIMES MULTIPLIER	\$	38,278.80
B. REIMBU			ELIGIBLE FOR P	ROFIT		
	(For Prime Cons	ultant listed above.)				
				TOTAL DIRECT COSTS	-	
C. SERVIC	ES BY OTHERS					
	Total Allowable	Fee DBE/MBE/WBE St	ıbconsultant (from Exhit	oit H) _\$		
Total A	Allowable Fee Non-DF	RE/MRE/WRE Subcons	ultant (from Exhibit H (c	Ontil &		
		- MDE VIDE OUDOVII	ration Exhibit II (c	onty) <del>v</del>	•	
			-	TOTAL SERVICES BY OTHERS	\$	
D. ADDITIO	NAL SERVICES	(Prime Consultant)				
			(Requires	prior authorization before use)		
ADDITIO	NAL SERVICES	(Subconsultants)	(Requires	prior authorization before use)		
				y 2 a	•	
				OTAL ADDITIONAL SERVICES prior authorization before use)	\$	-
E BAAVIBE!	M ALLOWAN					
E. WAXIMU	IVI ALLOWABLE	FEE (Upper Limit	of Compensation)		\$	38,278.80

Christopher B. Burke Engineering, Ltd.					- Date Date	6.0	Escalation Factor Fifth Period		- Date Date	0.8	Escalation Factor Tenth Period	
	ESCALATION TABLE	No. OF MONTHS		hrough 5	- Date Date	6.0	Escalation Factor Fourth Period	nrough 10	- Date	6.0	Escalation Factor Ninth Period	ľ
Consultant:	EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE	6 3/1/2019	8/31/2019	ESCALATION PER YEAR Year 1 through 5	- Date Date	0.9	Escalation Factor Third Period	ESCALATION PER YEAR Year 6 through 10	- Date Date	6.0	Escalation Factor Eighth Period	100.00%
3/1/2019	EXHIBIT C-1:1	CONTRACT TERM: SCHEDULED START DATE:	RAISE DATE: PERCENT OF RAISE:	ESCALA	- Date Date	6.0	Escalation Factor Second Period	ESCALA.	Date Date	6.0	Escalation Factor Seventh Period	The escalation factor for this project is:
Date: 3/1/					3/1/2019 - 8/31/2019 Date Date	6.0	100.00% Factor First Period		- Date Date	6.0	Escalation Factor Swth Period	The escal

Version 16

Contract No.:

RR-14-4222

3/1/2019

Date:

Consultant:

Christopher B. Burke Engineering, Ltd.

100.00% Escalation Factor:

(From Exhibit C-1)

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	EXHIBIT C-2: DIRECT LABOR CLA	CLASSIFICA	SSIFICATION MAN-HOURS AND RATES	HOURS AND	RATES	š	OVERTIME	DIRECT COST OVERTIME PREMIUM
					Total Estimated Work Hours:	294.00	Total Estimated O/T Hours:	
					Average Hourly Rate:	\$46.50	Average Premium O/T Hourly Rate:	
	8	5	2		Total Direct Labor	\$13,671.00	Total Overtime Premium:	
	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Average Hourly Rate for for Classification (See Note A to (See Note B to Right)  Escalated Average Average for for for for for See Note A to (See Note B to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
1	Principal	\$50.00	\$70.00	\$70.00	\$70.00	2.00		
- 1	Project Manager	\$40.00	\$70.00	\$65.50	\$65.50	30.00		
	Senior Engineer/Planner	\$40.00	\$70.00	\$54.00	\$54.00	00.69		
1	Resident Engineer	\$40.00	\$70.00					
- 1	Project Engineer/Planner□	\$25.00	\$60.00	\$45.00	\$45.00	75.00		
	Staff Engineer/Planner	\$20.00	\$40.00					
- 1	Engineer /Accountant	\$20.00	\$60.00	\$33.00	\$33.00	70.00		
-	Senior Technical Specialist	\$25.00	\$60.00	\$50.00	\$50.00	25.00		
	Technical Specialist	\$15.00	\$50.00	\$40.00	\$40.00	20.00		
	Architect	\$30.00	\$70.00	\$54.50	\$54.50	1.00		
- 1	Realty Specialists	\$20.00	\$70.00					
	Intern	\$8.25	\$20.00	\$16.00	\$16.00	1.00		
1	Admin/Clerical	\$8.25	\$40.00	\$35.00	\$35.00	1.00		

Rev. 6/2016

Date: 3/1/2019

#### **EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST**

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	Engineer VI	Donald Dressel	\$50 - \$70
	Engineer VI	Michael Kerr	
	Engineer VI	Jason Souden	
Project Manager	Environmental Res Spec V	Jedd Anderson	\$40 - \$70
	Environmental Res Spec V	Julie Gangloff	
7000	Environmental Res Spec V	Perte Knysz	
	Environmental Res Spec V	Thomas McArdle	
	Engineer V	John Caruso	
6 8	Engineer V	Lee Fell	
	Engineer V	Bryan Luke	
The same of the sa	Engineer V	Majid Mobasseri	
	Engineer V	Jonathan O'Connell	
,	Engineer V	Val Racich	
	Engineer V	Gary Rozwadowski	
2	Engineer V	Gerald Robinson	
	Engineer V	Stephen Sugg	
	Engineer V	Bryan Welch	
Pania Francisco (Discourse			
Senior Engineer/Planner	Engineer IV	James Amelio	\$40 - \$70
	Engineer IV	Katrina Ballado	2
	Engineer IV	Kevin Baldwin	
	Engineer IV	Michael Cothard	
	Engineer IV	llene Dailey	
	Engineer IV	Anthony DeRicco	
	Engineer IV	Martin Michalowicz	
	Engineer IV	Andrew Pufundt	
	Engineer IV	Luke Sherry	
	Survey V	John Murphy	
20 40	Engineering Tech V	Mark Wrzeszcz	
V	Survey IV	Kenneth Rasmussen	
Resident Engineer			\$40 - \$70
Project Engineer/Planner□	Engineer III	Miroslaw Antas	\$25 - \$60
	Engineer III	James Barbee	
	Engineer III	David Kleinwachter	La company of the company
	Engineer III	John LaPaglia	
	Engineer III	Kristen Marquie	
	Engineer III	Nicholas Morel	
	Engineer III	Mark Thomas	

Date: 3/1/2019

### **EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST**

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
	Engineer III	Muhammad Younus	
	Engineer III	Jeffrey Williams	N. C.
	Survey III	Brian Gillett	9
Staff Engineer/Planner			\$20 - \$40
Engineer /Accountant	Engineer I/II	D 0.11	
Engineer /Accountant		Ryan Billings	\$20 - \$60
	Engineer I/II	Edmund Burke	
	Engineer I/II	Michael Gratzke	
	Engineer I/II	Richard Jezierny	
	Engineer I/II	Douglas Kerr	
	Engineer I/II	William Loftus IV	
<del>(ii)</del>	Engineer I/II	Fancisco Martinez	
	Engineer I/II	John Miller	
	Engineer I/II	Joshua Sitrick	3
	Engineer I/II	Jessica Taskila	
	Engineer I/II	Joseph Wilk	
Senior Technical Specialist	Environmental Resource Spec IV	Angela Force	\$25 - \$60
	Environmental Resource Spec IV	Eric Japsen	* J
	Environmental Resource Spec IV	Thomas Kehoe	
	Environmental Resource Spec IV	Casey Perry	
	Engineering Technician IV	Gerald Hennelly	
3	Engineering Technician IV	Thomas Szabo	8
5	CAD Manager	Alexie Karavakis	
	CAD Manager	Peter Magnelli	
¥	CAD Manager	Paul Najarro Jr.	
	Asst CAD Manager		
	CAD Technician II	Fidel Bariso	
	CAD Technician II	Michael Goldenberg	
	CAD Technician II	Primo Razalan	
	CAD Technician II	Ella Sidorczuk	
	CAD Technician II	Eduardo Toda	
	CAD Technician II	Elmo Toda	
echnical Specialist	Environmental Res Spec III	Megan Briggs	\$15 - \$50
9	Environmental Res Spec III	Robert Sliwinski	ψ10 - ψ00
	Environmental Res Spec III	Kurt Hansen	
	Environmental Res Spec I/II	I MILLI I COLO	
	Engineering Technician III		

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

Date: 3/1/2019

#### **EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST**

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
	Engineering Technician I/II		
	GIS Specialist III	David Walters	
*	GIS Specialist I/II	Matthew Hayes	
	Survey II	Thomas Wilk	
	Survey I	Alberto Torres	
	Environmental Res Technician	Kenneth Kopija	
E	CAD Technician I	- x	
Architect	Landscape Architect	Douglas Gotham	\$30 - \$70
Realty Specialists			\$20 - \$70
ntern	Engineering Intern	Joseph Lynch	\$8.25 - \$20
	Engineering Intern	Abigail Peterson	
	Engineering Intern	Thomas Souden	
	Engineering Intern	Jacob Speelman	
-	Survey Intern		
Admin/Clerical	Administratvie	Paula Bassett	\$8.25 - \$40
	Administratvie	Julie Cahill	
	Administratvie	Heidi Cothard	The state of the s
	Administratvie	Mercy Lamourt	
	Administratvie	Sharon Lennstrom	
	Administratvie	Kimberly Rocha	
	Administratvie	Mary Veit	
			- 350 33
	•		
,-			

Contract No.	:RR-14-4222	Consultant:	Christopher B. Burke Engineering, Ltd.
		EXHIBIT D	
	REIMBURSABLE DI	RECT COSTS - WORKS	SHEET ESTIMATES
Α.	VEHICLE REIMBURSEMENT http://www2.illinois.gov/cms/E		
В.	ALLOWABLE DIRECT COST https://www.illinoistollway.com LWAY XX ALLOWABLEDIR	documents/20184/238673	B/LG_TOL DF/b3dab3
C.	ITEMIZED DIRECT COSTS - Allowable Direct Costs list, from the Chief Engineer price	written permission must	be received
	DIRECT COST CATEGORY		
		-	

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)

## ALLOWABLE DIRECT COSTS

#### 09.12.2018

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

Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD) Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)

Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)

Air Fare

Vehicles

Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)

Vehicle Rental (including tolls)

Vehicle Owned or Leased (does not include

personal vehicles, not owned by the company) (includes tolls)

Parking

Tolls (Personal Vehicles only)

Overtime

Shift Differential

Overnight Delivery/Postage Courier Service

Copies of Deliverables

Specific Insurance - required for project

CADD

Monuments - Permanent

Advertisements

2-way Radio

Telephone Usage

Web Site

Facility Rental for Public Meetings & Exhibits/Rendering

& AV Equipment/Transcriptions

Recording Fees Courthouse Fees

Testing of Soil Samples

Lab Services (excluding Phase III normal construction

inspection such as beam breaks, cylinder breaks,

pavement cores)

Equipment rental specific for project (snooper for bridge

inspection, noise meter, etc.)

Specialized equipment - on an as needed basis with prior

approval

Traffic Systems Storm sewer cleaning and televising

Traffic control and protection

Aerial photography, mapping and drone usage

Utility exploratory trenching

Up to State rate maximum

Actual cost (up to State rate maximum)

Actual cost

Coach Rate with 2 weeks advance purchase with

ISTHA approval

Up to State rate maximum

Actual cost up to \$55/day

\$65/full day, \$32.50/half day (4 hours or less)

Actual Cost

Actual Cost

Premium portion

Actual cost (based on firm's policy)

Actual Cost

Actual Cost

Actual Cost

Actual Costs (Maximum of \$450.00/Mo)

Actual Cost

Actual Cost

Actual cost (Survey or Phase III only)

Actual Cost (Traffic System Monitoring Only)

Actual Cost

Actual Cost Actual Cost

Actual Cost

Actual Cost

Actual Cost

## **ALLOWABLE DIRECT COSTS**

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

## **ALLOWABLE DIRECT COSTS**

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

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

#### NOTES:

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

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

## **EXHIBIT E - KEY PROJECT PERSONNEL**

Project Principa Engineer VI	al:	Michael Kerr
Environmental Env Res Spec V		Jedd Anderson
Drainage Lead Engineer V		Jonathan O'Connell
Hydualic Lead Engineer IV		Ilene Dailey
Civil Lead Engineer V		Val Racich
Project Civil En	gineer:	
Project Structu	ral Engineer:	
Project Drainag	e Engineer:	
Senior Enginee	r:	
Others:	Name:	
	Classification:	
	Name:	
	Classification:	
	Name:	
- Mex	Classification:	
	Name:	
	Classification:	

# JEDD ANDERSON, PWS, CWS, CPESC Vice President, Head, Environmental Resources Department

# JONATHAN O'CONNELL, PE Head, Drainage Department

## JONATHAN O'CONNELL, PE

Page 2 of 2

# ILENE DAILEY, PE, CFM Assistant Department Head, Drainage

## VAL RACICH, PE

Senior Project Manager

Page 2 of 2

#### SUPPLEMENT NO. 2 EXHIBIT F

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

#### **SCOPE OF SERVICES**

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

## COOK COUNTY, ILLINOIS LYONS TOWNSHIP

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

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

- 5) Western Springs Park District requests modifications as follows:
  - a) Relocate the Park District tennis courts elsewhere (work performed by others) but maintains the new parking lot design. This work requires coordination with Park District design team and MWRD permitting for Tennis Court relocation to comply with detention requirements, parking lot and lighting design, and field survey work.
  - b) Revised proposed railroad embankment grading, sight screen, drainage, and erosion control plan in Spring Rock Park, which will also require Plat revisions and lighting design for Burlington Avenue.
  - c) Additional meetings and coordination for review and approval of the design.
- 6) Village of Western Springs requests modifications along Hillgrove Avenue to include lighting and drainage plans to include an overflow structure tying into the proposed cross culvert underneath the BNSF embankment and modifying the sewer along Hillgrove to function with the overflow structure.
  - a) Design and plan preparation for the requested overflow structure.
  - b) Drainage plan revisions lowering the invert elevation along Hillgrove Avenue outletting to the new overflow structure.
  - c) Revised drainage plans through the public works yard due to overflow structure.
- 7) Additional Coordination including:
  - a) Participate in Local Agency meetings due to ongoing coordination, including a corridor open house, Village of Hinsdale Parks and Recs Board Meeting, Western Springs Park District Board Meeting, Hinsdale Homeowners Meeting, and Hinsdale Open House.
  - b) Preparation of meeting exhibits, including:
    - i) Village of Hinsdale grading modifications and cross sections.
    - ii) Western Springs Park District: revised grading, sight screen fence, and railroad access ramps.
    - iii) Renderings showing existing conditions, temporary conditions during construction, and final conditions including the fourth track were developed for both the Village of Hinsdale and Village of Western Springs.
  - c) Internal coordination with DCM and OR prior to the meeting with outside agencies.
- 8) Retaining Wall in Spring Rock Park. The BNSF Railroad track design standards have been revised, and requested the Tollway implement these changes. A new retaining wall is required to accommodate this revision and will be placed within the railroad's Right of Way adjacent to Spring Rock Park. The wall is estimated to be 600-ft long with a maximum 15-ft height. A technical memorandum identifying geotechnical requirements will be developed.
- 9) Administration/Management. Additional project management and planning is required as a result of the project modifications.

#### **EXHIBIT G**

### Contract No. RR-14-4222

## Christopher B. Burke Engineering, Ltd.

## **CURRENT OBLIGATIONS FOR PROJECT**

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
Prime	*			27 1 1 49
RR-11-4032 Sub	Environmental Services Upon Request	\$5,000,000.00	\$13,000.00	5/1/2018
RR-18-4032 Sub/Partner	Tri-State Tollway 95th St - Balmoral Ave.	\$5,000,000.00	\$2,225,000.00	6/31/2023
I-11-4014	Elgin O'Hare Bypass	\$498,140.00	\$221,000.00	5/31/2018
	Sub to CH2M Hill			
I-12-4080	Illinois 53 Extension	\$800,000.00	\$0.00	4/1/2019
	Sub to Transystems			
RR-14-4221	Tri State Tollway- Mile Long Bridge	\$1,326,200.00	\$6,400.00	3/1/2020
	Sub to Locher, HDR, Quiggg			
I-15-4656	EOWA I-294 to I-290 Trio	\$2,392,203.00	\$370,500.00	5/31/2019
	Sub Benesch/CBBEL/Lin JV			
I-14-4190	I-90	JV=9,499,523		
	BCP Tollway Partners JV	CBBEL=2176971.36	\$0.00	7/1/2017
I-17-4303	Tri-State O'hare Oasis to Balmoral Ave	\$2,159,969.96	\$0.00	11/30/2022
	Team with Bowman Barrett			
I-18-4356	Tri-State Wolf to Balmoral	\$5,000.00	\$5,000.00	2/28/2019
ID OF	Sub to Locher			
IDOT				
	Various Saftey Assessments	\$600,000.00	\$14,000.00	1/28/2018
P-91-007-09	IL 47 doe US 14 to Charles Road	\$468,980.00	\$37,000.00	4/13/2019
	Sub to Strand			7.59
P-91-388-10	US 45 (form IL 132 to IL 173)	\$1,655,172.00	\$3,000.00	1/28/2018

## **EXHIBIT G**

## Contract No. RR-14-4222

## Christopher B. Burke Engineering, Ltd.

## **CURRENT OBLIGATIONS FOR PROJECT**

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

Consultant:	Christopher B. Burke Engineering, Lt

### **EXHIBIT H - SERVICES BY OTHERS**

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

### **DBE/MBE/WBE SUBCONSULTANTS**

1				6				
-	Direct Labor			A0000000	Direct Labor	2	-	
	Direct Costs	-			Direct Costs	\$ -	-	
	Services by Others				Services by Others	\$ -		
	Additional Services **		one one		Additional Services **	\$ -	~	
	Total this Subconsultant (ULC)		 \$ -		Total this Subconsultant (ULC)		- \$	
								7
			_	7	1.8			
	Direct Labor		·		Direct Labor		-	
	Direct Costs		_		Direct Costs	\$ -	-	
	Services by Others				Services by Others	\$ -	-	
	Additional Services **		-		Additional Services **	\$ -	-	
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$	<del></del>
3			2	8			_	
	Direct Labor		······ 3		Direct Labor		_	
	Direct Costs	\$ -			Direct Costs	\$ -		
	Services by Others	\$ -	*		Services by Others	\$ -		
	Additional Services **	\$ -	_;		Additional Services **	\$ -		
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$	
4				9				
MANAGEM	Direct Labor	-	***************************************	3	Direct Labor		•	
	Direct Costs	\$ -			Direct Costs	\$ -	•	
	Services by Others	\$ -	All and a second a		Services by Others	\$ -	•	
	. Additional Services **	\$ -			Additional Services **	\$ -		
	Total this Subconsultant (ULC)		_ \$ -		Total this Subconsultant (ULC)		\$	
					· · · · · · · · · · · · · · · · · · ·			
5				10			7 1	
	Direct Labor		-		Direct Labor			
	Direct Costs	\$ -	***************************************		Direct Costs	\$ -		
	Services by Others	\$ -			Services by Others	\$ -		
	Additional Services **	\$ -			Additional Services **	\$ -		
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$	
Addition	nal services funds require prior autho	rization before use			TOTAL DBE/MBE/WB	E Subconsultants:	\$	-
				TOTAL Add	litional Services DBE/MBE/WB	E Subconsultants:	\$	-
					L Allowable Fee DBE/MBE/WB			

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

Pro	ect	No

00.1	4-4222

_			
CO	nsu	14-21	24.

Christopher B. Burke Engineering, Ltd.

### **EXHIBIT H - SERVICES BY OTHERS (continued)**

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

OTHER SU	JBCONSUL	TANTS	(NOT	DBE/MBE/WBE)	
----------	----------	-------	------	--------------	--

1			_	6				
	Direct Labor				Direct Labor		<del></del>	
	Direct Costs				Direct Costs	\$ -		
	Services by Others	2			Services by Others	\$ -	_	
	Additional Services **				Additional Services **	\$ -		
	Total this Subconsultant (ULC)		_ \$ -		Total this Subconsultant (ULC)		_ \$	-
2				7			-	
	Direct Labor		_		Direct Labor	\$ -	_	
	Direct Costs		onner		Direct Costs	\$ -		
	Services by Others				Services by Others	\$ -	-	
	Additional Services **		<u>-</u> -	2	Additional Services **	\$ -	<del>-</del> -	
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$	-
3	37			8				
	Direct Labor	\$ -			Direct Labor	\$ -	7	
	Direct Costs	\$ -			Direct Costs	\$ -	_	
	Services by Others	\$ -		3	Services by Others	s <u>-</u>		
	Additional Services **	\$ -	_	¥	Additional Services **	\$ -	_	
	Total this Subconsultant (ULC)	3-2	_ \$ -		Total this Subconsultant (ULC)		- s	
	*				retar tine dazoorioanan (ozo)			
4			nion.	9				
	Direct Labor	\$	_		Direct Labor	\$ -	-	
	Direct Costs	\$ -	_	320	Direct Costs	\$ -	<del></del> 8	
	Services by Others	\$ -	_		Services by Others	\$ -	_	
	Additional Services **	\$ -			Additional Services **	\$ -	<del>-</del> 2 =2	
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$	
5				10				
******	Direct Labor	\$ -	<del></del>		Direct Labor	\$ -	_	
50	Direct Costs	\$ -	_		Direct Costs	\$ -	_	
	Services by Others	\$ -	= 8			***************************************	_	
	Additional Services **	\$ -	-		Services by Others	\$ -		
	Total this Subconsultant (ULC)		<b>-</b>		Additional Services **	_\$ -		
	Total tills Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$	-
Addition	nal services funds require prior author	ization before use			TOTAL Non-DBE/MBE/V	VBE Subconsultants	:_\$	

-	Additional	services i	runas	require	prior	authorization	before	use

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

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

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

# **Contract Information Sheet**

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

Consultant Name:	Sanchez & Associates, P.C	•	
Contract Number:	RR-14-4222		
Proposal Date:	3/1/2019		

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-14-4222

Consultant:

Sanchez & Associates, P.C.

EXHIBIT A: ESTIMATED TASK WORK HOURS

									25	<b>Grand Total Exhibit A Hours</b>	<b>Exhibit</b>	A Hours	84
													TOTAL
					MC	MONTHS of YEAR 2019	YEAR 20	019					HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Land Surveys			98	98	2	2	2	3					84
						8							
										-			
					-								
	æ												
		33											
							-						
TOTALS			36	36	5	2	0	က		20			84
						The same of the sa							

Contract No.:	RR-14-4222	Consultant:	Sanchez & Associ	ates, P.C.
	EXH	IBIT B: FEE CALCULA	TIONS	
	_			
A. DIRECT LABO	OR (without overtime)			
	84.00	X \$ 32.72 =	TOTAL DIRECT SALARY	\$ 2749.49
¥	(Total Work Hours	(Average Hourly	TO THE BIREOT GALART	\$ 2,748.48
	from Exhibit C-2)	Rate from Exhibit C-2)		
	tiplier to be used on this projec			2.80
,	Allowable Multiplier = (2.8 DSE)	(2.5 or 2.8 CM) (2.5 PMO)		
	DIRECT	REGULAR SALARY 1	IMES MULTIPLIER	\$ 7,695.74
	BLE DIRECT COSTS NO		<b>DFIT</b>	
(Foi	Prime Consultant listed above	.)		
			TOTAL DIRECT COSTS	
0.0000000000000000000000000000000000000				
C. SERVICES BY	OTHERS			
Tot	tal Allowable Fee DBE/MBE/WB	E Subsequentiant (from Eubibit	in C	
101	rai Vilowabie Lee DPC/MPC/MP	E Subconsultant (from Exhibit	н) <u></u>	
Total Allowabl	e Fee Non-DBE/MBE/WBE Subo	onsultant (from Exhibit H (con	- (t)) \$	
			# ***	
		то	TAL SERVICES BY OTHERS	\$ -
_				
D. ADDITIONAL S	SERVICES (Prime Consulta	5		
ADDITIONAL S	SERVICES (Subconsultants)		rior authorization before use)	
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	CITTO LO (Subconsultants)		rior authorization before use)	
			FAL ADDITIONAL SERVICES _ rior authorization before use)	\$ -
		/b		
E. MAXIMUM ALL	OWABLE FEE (Upper Lir	nit of Compensation)		\$ 769574

Contract No.: RR-	RR-14-4222	Consultant:		Sanchez & Associates, P.C.
Date: 3/	3/1/2019			
	EXHIBIT C-1: P	EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE	SCALATION TABLE	
	CONTRACT TERM: SCHEDULED START DATE:	3/1/2019	No. OF MONTHS	
	RAISE DATE: PERCENT OF RAISE:	8/31/2019		
	ESCALA	ESCALATION PER YEAR Year 1 through 5	hrough 5	
3/1/2019 - 8/31/2019 Date Date	- Date Date	Date Date	Date	Date Date
6.0	6.0	6.0	6.0	6.0
100.00% Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period
	ESCALA	ESCALATION PER YEAR Year 6 through 10	rough 10	
- Date Date	- Date Date	- Date Date	- Date	- Date Date
6.0	6.0	6.0	6.0	6.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period
The esca	The escalation factor for this project is:	100.00%	T	

RR-14-4222 Contract No.:

3/1/2019 Date:

Consultant:

Sanchez & Associates, P.C.

Escalation Factor: 100.00%

							(From Exhibit C-1)		
,	EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES	CT LABOR	CLASSIFICA	TION MAN-	HOURS AND	RATES		OVERTIME PREM	DIRECT COST OVERTIME PREMIUM
74 s <sup>rg</sup>						Total Estimated	9	Total Estimated O/T	Ð
						Average Hourly Rate:	09	Average Premium O/T Hourly Rate:	
		œ.				Total Direct Labor	\$2,748.48	Total Overtime Premium:	
Classification			Toliway	Tollway	Average Hourly Rate	Escalated Average Hourly Rate	neti.moto	Escalated Average Premium	Estimated Overtime Hours
Eligible for Premium Overtime?	Tollway Classification	cation	Hourly Rate Hourly Rate for Classification		Classification Classification (See Note A to (See Note B Right)	Classification (See Note B to Right)	Work Hours (Including Overtime)	Hourly Rate (See Note C to Right)	See Note C to (See Note D to Right)
No	Principal	1.7	\$50.00	\$70.00	\$70.00	870.00	1.00		
No	Project Manager		\$40.00	\$70.00					
No	Senior Engineer/Planner		\$40.00	\$70.00					
No	Resident Engineer		\$40.00	\$70.00	\$44.50	\$44.50	00.9		
No	Project Engineer/Planner□		\$25.00	\$60.00	\$39.40	\$39.40	11.70		
No	Staff Engineer/Planner		\$20.00	\$40.00	\$31.83	\$31.83	25.30		
No	Engineer /Accountant		\$20.00	\$60.00					
No	Senior Technical Specialist		\$25.00	\$60.00	\$28.64	\$28.64	40.00		
No	Technical Specialist		\$15.00	\$50.00					
No	Architect		\$30.00	\$70.00					
No	Realty Specialists		\$20.00	\$70.00					
No	Intern		\$8.25	\$20.00					
No	Admin/Clerical		\$8.25	\$40.00					
								1	

Consultant:

Sanchez & Associates, P.C.

Date: 3/1/2019

## EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	Principal	Sanchez, Gerardo P.	\$50 - \$70
Project Manager			\$40 - \$70
Senior Engineer/Planner			\$40 - \$70
Resident Engineer	Survey Manager	Brazas, Jefferson J.	\$40 - \$70
Project Engineer/Planner□	CAD Manager	Gwizdak, Walter J.	\$25 - \$60
Staff Engineer/Planner	CAD Technician	Cerneltg, George R.	\$20 - \$40
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist	Survey Crew Chief	Stewart, Michael P.	\$25 - \$60
Technical Specialist			\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical			\$8.25 - \$40
3			
		1	
****			
2			-
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we are a second and			

Contract No.:	RR-14-4222	Consultant:	Sanchez & Associa	tes, P.C.
		EVIJIDIT D		
		EXHIBIT D		
	REIMBURSABLE DIR	ECT COSTS - WORKS	SHEET ESTIMATES	
Α.	VEHICLE REIMBURSEMENT http://www2.illinois.gov/cms/E			
В.	ALLOWABLE DIRECT COST https://www.illinoistollway.com LWAY XX ALLOWABLEDIRE	documents/20184/23867	73/LG_TOL	
C.	ITEMIZED DIRECT COSTS - Allowable Direct Costs list, v from the Chief Engineer price	written permission mus	t be received	
	DIRECT COST CATEGORY			
		***************************************		

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)

# **ALLOWABLE DIRECT COSTS**

### 09.12.2018

Effective for contracts awarded on or after August 1,  $2018_7$  the following costs are allowable when requested by the Tollway and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)

Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)

Air Fare

Vehicles

Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)

Vehicle Rental (including tolls)

Vehicle Owned or Leased (does not include

personal vehicles, not owned by the company) (includes tolls)

Parking

Tolls (Personal Vehicles only)

Overtime

Shift Differential

Overnight Delivery/Postage Courier Service

Copies of Deliverables

Specific Insurance - required for project

CADD

Monuments - Permanent

Advertisements

2-way Radio

Telephone Usage

Web Site

Facility Rental for Public Meetings & Exhibits/Rendering

& AV Equipment/Transcriptions

Recording Fees
Courthouse Fees

**Testing of Soil Samples** 

Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks,

pavement cores)

Equipment rental specific for project (snooper for bridge

inspection, noise meter, etc.)

Specialized equipment - on an as needed basis with prior

approval

Traffic Systems

Storm sewer cleaning and televising

Traffic control and protection

Aerial photography, mapping and drone usage

Utility exploratory trenching

Up to State rate maximum

Actual cost (up to State rate maximum)

Actual cost

Coach Rate with 2 weeks advance purchase with

ISTHA approval

Up to State rate maximum

Actual cost up to \$55/day

\$65/full day, \$32.50/half day (4 hours or less)

Actual Cost

Actual Cost

Premium portion

Actual cost (based on firm's policy)

Actual Cost

Actual Cost

Actual Cost

Actual Costs (Maximum of \$450.00/Mo)

Actual Cost

Actual Cost

Actual cost (Survey or Phase III only)

Actual Cost (Traffic System Monitoring Only)

Actual Cost

**Actual Cost** 

Actual Cost

Actual Cost

Actual Cost

Actual Cost

# **ALLOWABLE DIRECT COSTS**

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

# **ALLOWABLE DIRECT COSTS**

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

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

### NOTES:

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

Contract No.:	RR-14-4222	Consultant:	Sanchez & Associates, P.C.
	<u>E</u>	XHIBIT E - KEY PROJECT PERS	SONNEL
Project Princip	oal:		
Project Manag	er:		
Project Engine	er:		
Resident Engi	neer:		
Documentation	n Engineer:		
Project Civil E	ngineer:		
Project Structu	ıral Engineer:	WARRANG THE TOTAL THE TOTA	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Project Draina	ge Engineer:		
Senior Engine	er:		
Others:	Name:	Sanchez, Gerardo P.	
	Classification:	Principal / Survey Manager, P.L	
	Name:	Brazas, Jefferson, J.	
	Classification:	Project Manager, P.L.S.	
	Name:		
	Classification:		
	Name:		
	Classification:		

# SANCHEZ & ASSOCIATES, P.C. Land Surveyors

Gerardo P. Sanchez Professional Land Surveyor Résumés

### **EXHIBIT F**

### Contract No. RR-14-4222

### Sanchez & Associates, P.C.

## **SCOPE OF SERVICES**

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

## **EXHIBIT G**

## Contract No. RR-14-4222

## Sanchez & Associates, P.C.

## **CURRENT OBLIGATIONS FOR PROJECT**

Route & Job No.	Work Scope & Description of Project	Sup	e (Including all oplementals and ra Work Orders)	ee Remaining o Be Earned	Estimated Date of Completion
9 2	IL Tollway - Bridge Rehabilitation / Reconstruction on the Tri-State Tollway (I- 294) M.P. 26.6	\$	328,578.41	\$ 18,905.06	12/31/2019
RR-14-4224	IL Tollway - Roadway Study on the Tri-State Tollway (I-294) M.P. 29.5 to M.P. 40.0	\$	1,207,051.06	\$ 36,636.59	12/31/2019
RR-13-4151	IL Tollway - Design Upon Request- Systemwide	\$	135,000.00	\$ 63,012.18	12/31/2019
RR-14-5705	IL Tollway - Bridge Reconstruction & Interchange Improvements Fransworth Avenue over Reagan Memorial Tollway (I-88) M.P. 114.35 to M.P. 122.10	\$	151,124.11	\$ 56,542.28	12/31/2019
RR-16-4255	IL Tollway - Roadway and Bridge Rehabilitation – Design, Veterans Memorial Tollway M.P. 12.3 (I-55) to M.P. 22.3 (STA 11260+00, Butterfield Road), Phase II Engineering	\$	165,349.60	\$ 409.95	12/31/2019
RR-17-4277	I-94, Pavement and Structural Preservation and Rehabilitation, M.P 21.85 (Half Day Road) to M.P. 25.2 (Lake Cook Road). Phase II Engineering	\$	121,007.80	\$ 11.89	12/31/2019
RR-15- 9975RR	Consulting Engineer Services	\$	1,572,144.41	\$ 1,153,008.10	12/31/2019
RR-17-4314	Tri-State Tollway I-294 from M.P. 40.0 to M.P. 52.9 (Balmoral Avenue to Lake Cook Road) Phase II Engineering	\$	57,634.00	\$ 22,708.64	12/31/2019
RR-17-4313	Reagan Memorial Tollway (I-88) East of Washington Street to York Road MP 126.9 to MP 139.1 Phase II	\$	90,900.00	\$ 28,294.56	12/31/2019
· ·	Reagan Memorial Tollway (I-88), Pavemet and Structural Preservation and Rehabilitation, M.P. 123.4 (Illinois Route 59) to M.P. 126.9 (Washington Street)	\$	34,990.00	\$ 18,958.92	10/31/2019
RR-17-4292	Veterans Memorial Tollway (I-355), between Mile Post 0.0 and Mile Post 12.3	\$	2,692.97	\$ <u>-</u>	8/31/2018

Contract No.:	RR-14-4222

Consultant:	Sanchez & Associates,	P.C
	Carronez di Accociateo,	

### EXHIBIT H - SERVICES BY OTHERS

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

### **DBE/MBE/WBE SUBCONSULTANTS**

1					6				
	Direct Labor			····	**************************************	Direct Labor			
	Direct Costs			Service Control of the Control of th		Direct Costs	\$ -		
	Services by Oth	ers		*****		Services by Others	\$ -		
	Additional Servi	ces **		***************************************		Additional Services **	\$ -		
	Total this Subco	nsultant (ULC)	A <del></del>	 \$ -		Total this Subconsultant (ULC)		 \$	
				·		· · · · · · · · · · · · · · · · · · ·			
2					7				
	Direct Labor					Direct Labor	***************************************		
	Direct Costs		-			Direct Costs	\$ -	Pentrero.	
	Services by Other	ers		-		Services by Others	\$ -		
	Additional Servi	ces **	-	_		Additional Services **	\$ -	_	
	Total this Subco	nsultant (ULC)		\$ -	<u> </u>	Total this Subconsultant (ULC)		\$	
3					8				
	Direct Labor			manage in the second		Direct Labor			
	Direct Costs		s -			Direct Costs	<b>c</b>		
	Services by Othe	ers	\$ -				\$ -		
	Additional Servi			·		Services by Others	\$ -		
	Total this Subco		\$ -	— e		Additional Services **	\$ -	-	
	Total tills Subco	nsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$	
4	-				9				
	Direct Labor			nuona.		Direct Labor	***************************************		
	Direct Costs		\$ -			Direct Costs	\$ -		
	Services by Othe	ers	\$ -	merci.		Services by Others	\$ -		
	Additional Servi	ces **	\$ -	_		Additional Services **	\$ -		
	Total this Subco	nsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$	_
5			***************************************		10				
	Direct Labor			_		Direct Labor		**************************************	
	Direct Costs		\$ -			Direct Costs	\$ -		
	Services by Othe	ers	\$ -	_		Services by Others	\$ -		
	Additional Service	ces **	\$ -	_		Additional Services **	\$ -		
	Total this Subco	nsultant (ULC)		\$ -	_	Total this Subconsultant (ULC)		\$	

\*\* Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$

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

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

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

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

Page 114 of 115

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- 1	ĸĸ	-14	-422	"

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Sanchez & Associates, P.C.

### **EXHIBIT H - SERVICES BY OTHERS (continued)**

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

OTHER SUBCONSUL	TANTS (NOT	DBE/MBE/WBE)
-----------------	------------	--------------

1					6					
	Direct Labor		ionose.			Direct Labor				
	Direct Costs					Direct Costs	\$	-		
	Services by Others		_			Services by Others	\$	-		
	Additional Services **		_			Additional Services **	\$			
	Total this Subconsultant (ULC)		_\$			Total this Subconsultant (ULC)			\$	_
2	· ·				7					
-	Direct Labor					Direct Labor	\$		-	
	Direct Costs	***************************************	MANUFACTURE OF THE PARTY OF THE			Direct Costs	\$		-	
	Services by Others					Services by Others	\$			
	Additional Services **					Additional Services **	\$		_	
	Total this Subconsultant (ULC)					Total this Subconsultant (ULC)			_ \$	
3										
	Direct Labor	\$ -	_		8	Direct Labor	e	7.4	- 1	
	Direct Costs	\$ -				Direct Costs	\$		_	
	Services by Others						\$	***************************************	-	
	Additional Services **		_			Services by Others	\$	-	-	
		\$ -	-			Additional Services **	_\$	-	- F <sub>2</sub> 19	
	Total this Subconsultant (ULC)		_\$			Total this Subconsultant (ULC)			\$	-
4			_		9					
	Direct Labor	\$ -				Direct Labor	\$	•	_	
	Direct Costs	<u>s -</u>	_			Direct Costs	\$			
	Services by Others	\$ -				Services by Others	\$	-	***	
	Additional Services **	\$ -	_			Additional Services **	\$			
	Total this Subconsultant (ULC)		\$	-		Total this Subconsultant (ULC)			\$	
5					10					
	Direct Labor	\$ -				Direct Labor	\$	-		20
	Direct Costs	\$ -				Direct Costs	\$			
	Services by Others	\$ -	-			Services by Others	\$	-		
	Additional Services **	\$ -	_			Additional Services **	\$	-	_ = = 1	
	Total this Subconsultant (ULC)		\$			Total this Subconsultant (ULC)	7		\$	•

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

<sup>\*\*</sup> Additional services funds require prior authorization before use

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

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